(This model is pertains to Karnataka state.
It can be modified suitably)

AGREEMENT

This agreement entered into on this the ------- day of ----------Two thousand and ____ at _____ between *(Name of the RSETI)* established under the Aegis of *(Name of the trust)* represented by its Director *(Name of the Director)* (hereinafter referred to as "the Institute" which expression shall mean and include, wherever the context so requires or admits, its assigns, nominees, successors-in-interest and administrators)

And:

(Name of the contractor), having its registered office at *(Address)* represented here in by its Proprietor *(Name of the Proprietor)* (hereinafter referred to as "the Contractor", which expression shall mean and include, wherever the context so requires or admits, its successors-in-interest, administrators and executors)

WITNESSES AS FOLLOWS:

I. WHEREAS the Institute established under the Aegis of the *(Name of the trust)* , is engaged in conducting entrepreneurship development programmes and other rural development activities.

II. WHEREAS the Institute is desirous of engaging the services of contractors in respect of civil works for proposed construction of Building for SIRD at *(Place)* for consideration to be mutually agreed upon by the parties. Whereas the Institute is desirous of appointing *(Name of the contractor)*, as its Contractor to carry out works specified in Annexure I Contract document / tender schedule and the contractor is desirous of being appointed thus;

Now this agreement witnesses that in consideration of the above and of the covenants of the parties contained herein, the Institute hereby engages *(Name of the contractor)*, as its contractor for performing work, the scope of which is specified in Annexure I / Contract document / tender which appointment is hereby accepted by the Contractor, on the mutual terms and conditions contained below:

1. **ENGAGEMENT**

The Institute hereby engages *(Name of the contractor)*, the Contractor above named for performing the works specified in Annexure I / Contract document / tender and employing labour perform the said works in respect of proposed building for *(Name of the RSETI)*.

2. **DURATION/TENURE OF CONTRACT AGREEMENT**.

The engagement of the contractor by the Institute under this agreement shall be for a period of _____ **months** (including rainy season) certain, date of commencement of which is as per Clause No.24 (page No.7) of tender document. This agreement shall automatically stand terminated upon expiry thereof unless extended by mutual agreement.

3. **FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**.

3.1 The contractor shall perform all the works specified in Annexure I / contract document / tender to this agreement and may engage contract labour for the said purpose, the minimum number to be specified by the Institute.

3.2 The contractor shall and hereby agrees and confirms to comply with all the provisions of labour laws and industrial laws in respect of the labour employed thereof.

3.3 The contractor shall apply for and obtain license as provided for under Section 12 of the contract labour (regulation and abolition) Act, 1970 whenever it employs 20 or more workmen on any day in a year and also obtain renewal form time to time;

3.4 The contractor shall apply for and obtain license as provided under section 12 of contract labour (regulation and Abolition) Act, 1970 for each contract separately.

3.5 The contractor shall strictly comply with all the terms and conditions that the licensing authority may impose at the time grant of license and the Institute shall not be responsible for the same.

3.6 The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof.

3.7 The contract shall duly maintain a register giving particulars of the contract labour employed, nature of work, rate of wages, etc.

3.8 The contractor shall also ensure the compliance of the following labour legislations:

(i) Minimum Wages Act *

(ii) Employees Provident Fund

(iii) Employees State insurance Act *

(iv) Workmen's compensation Act, if the ESI Act does not apply*.

Applicable as per respective state

3.9 The contractor shall obtain an independent code number under the Employees State insurance Act, and the Employee Provident Fund.

3.10 The contractor shall ensure that the compliance with the provisions of the contract labour (regulation and abolition) Act, 1970 and other labour legislations is current and up to date at all times during the performance of the works specified in Annexure I / contract document / tender.

3.11 The contractor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time it shall be the responsibility of the Institute.

3.12 The contractor or its workmen shall not at any point of time have any claim whatsoever against the Institute.

3.13 The contractor shall indemnify the Institute in so far as liability incurred by the Institute on account of any default by the contractor.

3.14 Neither the contractor nor his workmen can be treated as employees of the Institute for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the Institute.

3.15 If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the Institute is entitled to terminate this agreement as per clause 6 and get the work done by / through

others and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.

4. REMUNERATION

4.1 The Institute shall pay the contractor, remuneration for services rendered under the provisions of this Agreement. Provided however, that such remuneration shall be payable only if the contractor has duly performed all its obligations and covenants under this agreement and has discharged all its functions and responsibilities to the satisfaction of the Institute.

4.2 The remuneration payable by the Institute shall be as per contract document / tender.

4.3 The remuneration payable shall be subject to deduction of tax at source.

5. MISCELLANEOUS

5.1 The contractor shall not assign, delegate, transfer, etc., any of their right/s and / or obligation/s under this agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies.

5.2 The contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Institute, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Institute, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.

5.3 Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.

5.4 If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provision shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.

5.5 If any provision is not contained here in or in tender document specifically, the same shall be dealt with in accordance with the latest **IBA construction work manual** and binding on either parties.

6. TERMINATION

If the contractor, in the opinion of the Institute, fails or neglects to fulfill any or all terms and conditions of the agreement, the Institute shall be entitled to terminate this agreement, without assigning any reason, by a written notice of thirty (30) days to the contractor and the contractor shall not have any right to claim any damage / compensation from the Institute for the same.

7. NOTICES

All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by registered post A.D./hand delivery with acknowledgment to:

The Director, *(Name of the RSETI)*.

The Contractor at:

(Name of the contractor with address)

8. GOVERNING LAW AND JURISDICTION

This agreement shall be constructed and interpreted in accordance with the laws of India. The courts is _____ district alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

9. DISPUTE RESOLUTION

In case any dispute/s or difference/s arises between the Parties in connection with any matter relating to this agreement including termination thereof then at the option of the Institute, the same shall be referred to arbitration by a Sole Arbitrator appointed by the controlling office of *(Name of the Trust/Society)* at *(Place).* The decision of the sole arbitrator shall be final and binding on the Parties. The provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereto shall be applicable to such arbitration. The place of Arbitration shall be _____

10. THE ORIGINAL OF THIS AGREEMENT SHALL BE WITH THE INSTITUTE AND THE SIGNED DUPLICATE OR XEROX COPY OF THE AGREEMENT SHALL BE HANDED OVER TO THE CONTRACTOR.

In witness where of the parties hereto have here unto set their hands the day year first above written.

Signature

Signed and delivered by the Director, *(Name of the RSETI)* by the hands of *(Name of the signatory)*, and Constituted attorney in the presence of

1. 2.

Signature

Signed and delivered by the hands of_____, Proprietor of *(Name of the Contractor)* in the presence of

1. 2.

ANNEXURE I

CIVIL WORKS

(To be modified by the Institute depending upon the need and purpose)

Civil works includes all construction related works for proposed Construction of Building for *(Name of the RSETI)*, specifically mentioned in tender schedule.