

**This draft agreement is subject to change/fine tuning before final award of the contract**

## **(Sample Contract Agreement)**

### **AGREEMENT FOR HALL OF RESIDENCE NO. – \_\_\_**

**THIS AGREEMENT** has been made on this \_\_\_<sup>th</sup> day of October, 2012 at IIT Kanpur **BETWEEN** Indian Institute of Technology Kanpur (hereinafter referred to as the Institute) incorporated as a body of corporate under the Institute of Technology Act, 1961, through its Director (represented by Dean of Students' Affairs, Chairman, Council of Wardens & Warden-in-Charge/Warden of Hall of Residence No.-\_\_\_.)

**AND** M/s \_\_\_\_\_ registered under \_\_\_\_\_ and having its office at \_\_\_\_\_ (hereinafter referred to as The Service Provider which expression shall include his/their respective heirs, executors, administrators and assignees), represented by \_\_\_\_\_ on the other part.

**AND** whereas the Institute has empanelled some agencies for providing operational services to its mess of Halls of Residence as per the terms and conditions, specifications and general conditions of the contract, as attached along with this agreement.

**AND** whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the contract, have been accepted and signed by the Service Provider.

**AND** whereas the Service Provider has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.

**AND** whereas the Service Provider has deposited a sum of Rs. \_\_\_\_\_ (\_\_\_ lakhs only) as earnest money in the form of a *Demand Draft No.* \_\_\_\_\_ *dated* \_\_\_\_\_ issued by \_\_\_\_\_ in favour of Hall Management, IIT Kanpur payable at UBI, I.I.T. Branch Kanpur as performance guarantee for the said work and has agreed that this be retained by the Institute as part of Security Deposit of Rs. 5,00,000/- (Five Lakhs only)

**AND** whereas the Service Provider has promised to deposit Rs. \_\_\_\_\_ (\_\_\_\_\_ lakhs only) as remaining part of the security deposit in the form of a Bank Draft latest by \_\_\_\_\_

**AND** whereas in pursuance thereof the Service Provider has commenced the work with effect from October 01, 2012.

**NOW** therefore it is hereby agreed as follows:

1. In consideration of the payments to be made to the Service Provider, as hereinafter provided and agreed to by both the parties, the Service Provider shall upon and subject to the said condition execute and complete the contract.
2. The Institute shall pay the Service Provider such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The Quality of performance related to the work is the essence of the Contract and in the event of failure to perform as per term and conditions of the Contract and to the satisfaction of the Institute; the Service Provider shall be penalized as per provisions of the Contract.
4. The scope of work and prices Schedule of Quantities and conditions shall be according to the terms and conditions of this contract and the decision of the mutually agreed sole Arbitrator as appointed by the Deputy Director of the

institute, in reference to all matters of dispute in relation to this agreement or otherwise pertaining to the general condition of the contract shall be final and binding on both parties.

- 5. The said conditions and appendix thereto shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.
- 6. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.
- 7. The several parts of this contract have been read to us and fully understood by us. IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein above written.

Dean of Students' Affairs

Chairman, Council of Wardens

Warden, Hall of Residence No.-\_\_

\_\_\_\_\_  
M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(On behalf of Service Provider)

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_