



केन्द्रीय विद्यालय बैकुण्ठपुर
जिला-कोरिया (छत्तीसगढ़)
KENDRIYA VIDYALAYA BAIKUNTHPUR
DIST.KOREA(C.G.)497335

E-mail. baikunthpurkv@gmail.com, Web site: www.seclbaikunthpur.kvs.ac.in Telephone No.07836-232266.

No.F.5-8(Watch & Ward)/KV-BKP/2020-21/03

Date: 25/07/2020

To,

M/s

.....

.....

TENDER DOCUMENT

Sub : "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract.

Sir/Madam,

Kendriya Vidyalaya, Baikunthpur is run by the Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the **Vidyalaya** from the reputed/registered Consultant/ Service Provider Firm for providing Manpower through service contract initially for a period of **01 (one) year w.e.f. 01.08.2020**, which may likely to be extended, as indicated below:

Sl.No.	Category of Manpower	Nos.	Minimum qualifications or/and experience
1.	Security Services	03	VIII passed or three years experience of the Security works.
2.	Conservancy Services	03	VIII passed or three years experience of the Cleaning works.
3.	Garden Services	01	VIII passed or three years experience of the Gardening works.

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

S.No.	Category of Manpower	Responsibilities
1.	Security Services	Security services in Primary & Secondary School building, all the days including holidays and round the clock. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
2.	Conservancy Services	Complete cleaning/sweeping of all rooms of the Vidyalaya, Vidyalaya Campus of Primary and Secondary School Building in all days except Sunday and holidays, unless required on requisition.
3.	Garden Services	Maintenance of garden in the Vidyalaya Campus in Primary & Secondary school building.

3. Quoted Price :

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation only attached (Annexure - A).
- (b) **The GST is exempted vide Chapter 66 Heading 9992 by Govt. of India for education institutions.**

- (c) Hourly rate of OTA should not exceed monthly **remuneration**
30X8
- (d) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (e) Correction if any shall be made by crossing out, initialing, dating and rewriting.
- (f) The Bidder shall deposit **Rs.10000/-** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of “**VVN A/c, K.V. Baikunthpur**”, payable at “**UNION BANK OF INDIA,BAIKUNTHPUR**” as earnest money along-with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (g) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of **Rs.10% of (Total amount of quotation for one year)** valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (h) Telex or Facsimile Bids are not acceptable.
- (i) The lowest bidder will be selected on the basis of rates, all categories put together as per Requirement.
4. Each Bidder must submit only one Bid for one service with above mentioned EMD.
5. **Validity of Bid:**
The Bid shall remain valid for a period not less than **120** days after the deadline fixed for submission of Bids.
6. **Terms and Conditions:**
- (a) The remuneration shall be disbursed through cheque at **Vidyalaya** premises in the presence of representative of the **Bidder** or its constituent.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the **Vidyalaya** as per the monthly remuneration and OTA charges quoted without any deduction.
- (c) The Contracting Agency will submit the invoice along-with proof of disbursement in triplicate after making the payment to the employees provided to the **Vidyalaya** supported with the following documents :-
- (i) Details of disbursement made to the staff furnishing cheque details for each payment,
- (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.
- (iii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other Applicable Tax.
Payment to the Contracting agency will be released **within 15 days** from the date of the receipt of the invoice along with all the proofs for payments.
- (d) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (f) The normal office hours of KVS is from 7.30 am to 3.30 pm six days from Monday to Saturday. However, KVS reserves the right to request the services on Saturday/Holiday/beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:
Total Monthly Remuneration = Monthly remuneration -A₁
where A₁ = $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$
- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also.

No Conveyance or any other charges will be paid by **the Vidyalaya**. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.

- (i) The contracting Agency will be required to sign a contract with the **Vidyalaya** as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (j) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.

7. Evaluation of Bid :

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- (i) The bid will be treated as non-responsive if following documents are not attached:-
 - (a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
 - (b) Audited Balance Sheet & Profit and Loss Account.
 - (c) List of clientele during last 3 years along with cost of assignment.
 - (d) PAN No. and Current IT clearance certificate.
 - (e) Attested copy of proof of EPF registration.
 - (f) Attested copy of proof of ESI registration.
 - (g) Attested copy of proof of Service Tax Registration.
 - (h) Filled in formate for the registration of Firm.
 - (i) The Bidder shall deposit **Rs.10000/-** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of **“VVN A/c, K.V. Baikunthpur”**, payable at **“Union Bank of India, Baikunthpur”** as earnest money along-with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (ii) Rates of Remuneration of staff quoted below minimum wages applicable, in the State of **Chhatisgarh** (name the state/UT) or as per **Central Govt. Labour Dept.** notification (whichever is higher), shall render the Bid disqualified from evaluation. The wages will be revised as per the statutory notification by the concern govt. authorities.
- (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

8. Award of Contract:

- (a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 1 above.
- (c) The Indentor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indentor reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
- (e) The contract will be initially for one year and extendable for one more year with the Consent of both parties and outstanding performance of the work done during last year By the contractor. The Final decision will be taken by indenting Office.

9. Last date and time of receipt of Bids

You are requested to submit the Sealed Bids superscripted on the envelope as **"Bids for providing Manpower on service charge basis"** due on **16.07.2020** latest by 3.00 pm.

The quotation/tender/Bids will be opened in the office of the undersigned at **2.00 pm on 17.07.2019**.

The Indentor looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the **KV, Baikunthpur**.

Encl: As above.

Yours faithfully,

(R. K. KAUSHIK)
PRINCIPAL

FORMAT OF BID

(All figures in

S. No.	Category of Manpower	Number	Unit monthly remuneration	EPF rate	ESI Rate	Service charges including overhead and profit	Monthly Unit rate (Col. 4+5+6+7)	Unit OTA rate per, hour	Total monthly cost (Col. 8x3)
1	2	3	4	5	6	7	8	9	10
1	Security Services (Civil) (Unskilled)	03							
2	Conservancy Services (Unskilled)	03							
3	Garden Services (Unskilled)	01							

NOTE : 1. GST is exempted vide Chapter 66 Heading 9992 by Govt. of India for education institutions.

2. In case of discrepancy between unit price and total price, the unit price shall prevail.

3. In case of security the uniform and other supplies should be included along with overhead charges.

4. Service charge must be quoted not below of TDS deduction prescribed rate.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs. 10000/- (Rupees Ten Thousand only) is furnished herewith vide Bank Draft No. _____ dated _____ drawn on _____.

Seal of the Firm _____

Bidder Signature: _____

Registration No. _____

Bidder Name: _____

Service Tax No. _____

Date & time: _____

AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES

FOR CONSERVANCY, SECURITY AND GARDENING

KENDRIYA VIDYALAYA , BAIKUNTHPUR

This agreement is made the day of of 20.... between Kendriya Vidyalaya , BAIKUNTHPUR (hereinafter called the Vidyalaya) of the one part and M/s (Hereinafter called the Contractor) for the other part.

Whereas, the Vidyalaya desires to have certain services as mentioned in the Appendix- I/II/III to this Agreements executed on the basis of specification / Schedule / Rates and each of which documents and shall be treated as part or parts of this Agreement.

Now, it is hereby agreed by and between the parties as follows:

1. For the consideration hereinafter mentioned, the contractor shall, upon and subject to the conditions annexed hereto, execute and complete the works as shown and described.
2. That the Agreement/Contract is valid for a period of
3. The Vidyalaya will pay the contractor a lump-sum amount of Rs (Rupees) Half Yearly of such other sum as shall become due and payable hereunder in accordance with the rates or acceptance of the schedule of rates at the time and in the manner specified in the conditions:

CONDITIONS:

1. The said contractor shall execute/provide the services as mentioned in Appendix-I/II/III with his own efforts and labour according to the directions of the Vidyalaya or its duly appointed person/agent given from time to time.
2. The said contractor shall during the currency of the Agreement provide such labour as is required for carrying out the service as contained in the Appendix- I/II/III.
3. The said contractor shall execute the said services under his direct personal supervision and in the best workman like manner and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya, which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
4. The Vidyalaya shall pay to the said contractor on the last day of every each month against his running bills 50% of such sum as he claims or entitled to on the satisfaction of the service rendered and according to the approved rates mentioned in the schedule/rates appended hereto.
5. The Vidyalaya shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.
6. All moneys which the said contractor shall be liable to pay to the Vidyalaya on account of the breach of this agreement/contract or on any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which

may be due to the said contractor on account of the carrying out the service of the contractor.

7. The Contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, claims, damages, compensation or costs, charges and expense arising out of any accident of injury sustained by the students or employee of the Vidyalaya or anyone else in the Vidyalaya, cause directly or indirectly by anyone in the employment of the contractor of any person claiming to be the agent of the contractor etc. While in or upon the services being rendered out of any act, default or negligence, error in judgment on his part.
8. The Vidyalaya shall be entitled to determine this agreement contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and /or neglects to carryout instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction on the Vidyalaya regarding the performance and proper execution of the services.
9. In case of termination of this Agreement or Contract and/or discharge of the contractor as herein before stipulated, the Vidyalaya shall be entitled to appoint a new contractor or contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interest whatsoever under this Agreement or Contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of all his bills.
10. The contractor shall, at all point of time during the currency of the Agreement/Contract, follow the laws applicable for the purpose of carrying out the service for the Vidyalaya.
11. The Contractor shall carry out any work that may arise directly or indirectly for executing the services, which may be incidental for the purpose of rendering the said services.
12. In case any dispute or difference shall arise between the parties during the currency of or after the agreement/contract has come to an end after the period of this agreement gets over whichever is earlier or abandonment of the work/services as to the meaning of this contract or touching or relating either to the services or to any other matter arising directly or indirectly under this agreement/ contract, then, and in such an event, the same shall be referred to Arbitrator and the final decision of a single Arbitrator to be appointed by the Vidyalaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

In witness whereof the said Vidyalaya and the Contractor have hereto respectively signed on the day month and 20..... year.

Annexure - I

TERMS AND CONDITIONS FOR CLEANING/SWEEPING/JOBES ETC. FOR KENDRIYA VIDYALAYA

1. Name of the KV : Kendriya Vidyalaya, Baikunthpur
2. Address/Location of the Building : Rampur Colony
3. Area of the Building : 10 Acres
4. No of days during the month for :

All days except Sundays unless otherwise required on written requisition. Additional charges for cleaning/sweeping etc. on holiday(s) whenever required will be payable.

SCOPE OF WORK

A. Daily Work (from 07:00 AM to 12:30 PM and 01:30 PM to 05:30 PM or as may be decided by the Vidyalaya)

1. Sweeping of entire area of the school building and surrounding of building and collection of all waste material and disposal of the same as per the instructions of the Principal.
2. Cleaning of the floor area with a wet floor dusters and detergent disinfectants etc, once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. spray of flit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
3. Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.
4. Cleaning of carpets, Durries etc.
5. In case of shortage of water or non-availability of water, brining water from outside for cleaning.
6. Sweeping and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.
7. Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirahs and doors and windows in class- rooms, all other rooms and other spaces of the school every day before opening of the school.
8. The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
9. All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.

B. Items of work to be done Generally once in a week

1. Washing and scrubbing of floor areas with detergents and dirt removing agent.
2. Acid cleaning of sanitary wades, without damaging their shines.
3. Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
4. Cleaning of filled surfaces in the corridors and staircases.
5. Cleaning of water storage tanks and water coolers, if any.
6. Polishing of brass name plates and number plates and cleaning of all other name plates/ Boards
7. Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition paneling etc.
8. Removal of cobwebs in all rooms and other spaces of the school.

C. Requirements from staff of the Agency: their duties: Behaviour etc.

1. The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
2. The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
3. The contractor's workers shall be polite, courteous, well behaved and honest.
4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
5. The antecedents of all the workers will be got verified from police by the agency before deployment for work.

6. The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
7. The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor's workers.
8. The contractor shall be directly responsible for the payment of wages which should not be less than the minimum wages prescribed by the state Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
9. Insurance and accident risks of the workers will be the responsibility of the contractor.
10. All the workers of the contractor shall be free from infectious diseases.
11. The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
12. The contractor shall in no case transfer the service it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
13. The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
14. The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

D. General Conditions :

1. **Agreement** : For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the contractor.
2. **Terms of payment:** the Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya "that the work has been done satisfactorily". In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

E. Notice of Termination of contract.

- (1) The contract can be terminated without assigning any reasons by giving two month notice in writing by either side.

F. Supervision :

The contractor shall authorise a person to supervise the cleaning and maintenance service who will report to the designated officer or any other office of the Kendriya Vidyalaya so authorised as and when he is required to do so by the Kendriya Vidyalaya

G. Rates:

Rates must be fixed on per week basis for the whole unit (covered area, open area, Surroundings, stairs, lobbies, corridors, toilets etc.) and for all items of work including cost of material. At times when work is taken for a period less than a week because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

H. Arbitration:

In case of any dispute between the contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act. 1940.

I. Jurisdiction:

The courts at the station will have jurisdiction over all legal disputes under this agreement.

Annexure - II

TERMS AND CONDITIONS FOR SECURITY SERVICES

1. Name of the KV : Kendriya Vidyalaya, Baikunthpur
2. Address/Location of the Building : Rampur Colony, Baikunthpur
3. Area of the Campus : 10 Acres
4. No. of days during the month : All the days including holiday and round the clock.

SCOPE OF WORK

Providing round the clock security service

Term and Condition to be executed between the Agency and Kendriya Vidyalaya for providing Security Services.

1. That the agency shall provide security arrangements for Kendriya Vidyalaya Building/ premises located at **Baikunthpur** with effect from **01st August 2020.**
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available others can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/ premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
6. The relationship fee for providing security services will be as per the rates prescribed by the Director General Resettlement/Distt. Solider Board or any other body of Ex-Servicemen, recognized for the purpose by the state Govt. as the case may be.
7. That the tenure of the service agreement shall be initially for a period of one year with effect from **01st August 2020** and there after it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
8. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.
9. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya, **Baikunthpur** as per the Indian Arbitration Act. The seat of the arbitration shall be at **Baikunthpur**. and the proceedings shall be governed by the Indian arbitration Act. 1940.
10. The courts at the station will have jurisdiction over all legal disputes under this agreement.

Annexure – III
TERMS AND CONDITIONS FOR PROVIDING SERVICES OF GARDENING IN
THE VIDYALAYA

1. Name of the KV : Kendriya Vidyalaya, Baikunthpur
2. Address/Location of the Building : Rampur Colony, Baikunthpur
3. Area of the Garden and Playground : 10 Acres (please visit the campus)
4. No. of days during the month : All days except Sundays unless otherwise required on written requisition. Additional charges for Gardening etc. on holiday(s) whenever required will be payable.

SCOPE OF WORK

Maintenance and upkeep of gardens, play-fields and compound of the Vidyalaya

Terms and Conditions for providing Services of Gardening in the Vidyalaya

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya premises located at **Baikunthpur** with effect from **01st August 2020**.
2. That the agency would engage, employ and provide the requisite number of trained gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the tenure of the service provide complete continuous gardening measures throughout the year to the Vidyalaya.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the Contract.
6. That the tenure of the service agreement shall be initially for a period of one year with effect from **01st August 2020**. And thereafter it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That the Vidyalaya on its part shall not be liable to pay any charges. Dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personal which shall be the responsibility of the Agency only who shall be the employee of such personnel.
8. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya , **Baikunthpur** as per the Indian Arbitration Act. The seat of the arbitration shall be at **Baikunthpur** And the proceedings shall be governed by the Indian Arbitration Act. 1940.
9. The courts at the station will have jurisdiction over all legal disputes under this agreement.