

**NATIONAL INSTITUTE OF TECHNOLOGY  
KURUKSHETRA-136119**

**TERMS & CONDITIONS**

**Name and Nature of Services to be outsourced: SANITATION SERVICES**

Estimated Cost of Service: Rs. \_\_\_\_\_

**1. SERVICE PROVIDER'S REPRESENTATIONS & WARRANTIES**

- (a) The Service Provider shall have full capacity, power and authority to enter into Service Agreement and during the continuance of said agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated therein and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval / consents in all applicable jurisdictions) to authorize the execution, delivery and performance of the said agreement.
- (b) The Service Provider shall have the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of service agreement and to the satisfaction of the National Institute of Technology, Kurukshetra.
- (c) The Service Provider shall, on the execution of service agreement and providing services to the National Institute of Technology, Kurukshetra, not violate, breach and contravene any conditions of any agreement entered with the third party/ies;

\_\_\_\_\_  
Signature of Service Provider

- (d) The Service Provider shall comply with and obtain necessary; permission / licenses / authorizations under the Central, State and Local authorities and obtain all required permissions / licenses for carrying out its obligations under service agreement.
- (e) In the event of refusal of work by the Service Provider on completion of process, the security amount deposited by the Service Provider will be forfeited by the Institute and the Service Provider will have no claim/objection whatsoever if the work is given to the next bidder.

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The Service Provider shall operate and provide services to the National Institute of Technology, Kurukshetra at its various sites on all Days a week round the clock.
- (b) The amount on which the service is being offered by the Service Provider shall be all inclusive. The liability to pay Service Tax (if any) shall be solely of the Service Provider.
- (c) The regularity of performance of the service will be essence of service agreement and shall form a central factor of service agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the National Institute of Technology, Kurukshetra from time to time.
- (d) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide / given the required quality of services shall be final and acceptable and binding upon the Service Provider.
- (e) If the National Institute of technology, Kurukshetra notices that the personnel of the Service Provider has / have been negligent, careless in rendering the said services, the same

---

Signature of Service Provider

shall be communicated immediately to the Service Provider who will take corrective steps immediately, to avoid recurrence of such incidents and report to the NIT, Kurukshetra.

- (f) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal / irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the NIT, Kurukshetra.
- (g) The Service Provider shall furnish a personnel guarantee of its Managing Director / Partner / Prop. Guaranteeing the due performance by the Service Provider of its obligations under service agreement.
- (h) The Service Provider shall pay Rs. 1.00 lac (Rs. One lac only) in the shape of an account payee demand draft in favour of the Director, NIT, Kurukshetra payable at Kurukshetra at the time of submission of tender form and if his tender is accepted by the NIT Kurukshetra, the said amount shall be retained as security deposit with the Institute. This will be refunded 30 days of completion of service subject to indemnification clause of the agreement.
- (i) All uniforms and other items required by the personnel shall be provided by the contractor and the institute do not undertake any liability towards the same.

### **3. CODE OF CONDUCT**

The following code of conduct shall be applicable to the persons deployed on duty in the institute and it shall be responsibility of the contractor to ensure that the personnel deployed: -

---

Signature of Service Provider

- a) The persons deployed shall report for duty in proper uniforms.
- b) Always be regular and punctual and arrive at duty posts at least five minutes before the commencement of duties.
- c) Always be alert and perform their duty with honesty and sincerity.
- d) Abstain from indulging in gossip, reading of newspaper / magazines while on duty.
- e) Do not chew pans/smoke cigarettes and or any other tobacco products / use alcoholic drinks.
- f) Do not be under the influence of liquor while on duty.
- g) Behave properly to all the employees, students and visitors of the institute and render a helping hand.

#### **4. TERMS OF PAYMENT**

- (a) Fees and charges for the services to be rendered will be as agreed to between the parties.
- (b) All payments made by the NIT Kurukshetra shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service Provider, being the employer in relation to persons engaged / employed by it to provide the services under Service Agreement shall alone be responsible and reliable to pay wages / salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed by the State Government under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and / or any authority constituted by or under any law. He will observe compliance of all the relevant labour law.

---

Signature of Service Provider

- (d) The Service Provider will have to produce the register of wages on the register of wages-cum-muster roll of the preceding month's along with the bill to be submitted on the 7<sup>th</sup> day of every calendar month for verification to the nominated official of NIT, Kurukshetra. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the NIT Kurukshetra.

## **5 SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for services rendered to enable the NIT Kurukshetra to verify the process the same.

## **6 DISCIPLINE**

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at NIT, Kurukshetra option, and would be subject to verification at any time. The NIT, Kurukshetra may refuse any entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The NIT Kurukshetra shall always have the right and liberty to do surprise inspection of services at its sites.
- (c) The services rendered by the Service Provider under service agreement will be under close supervision, co-ordination and guidance of the NIT, Kurukshetra. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the NIT, Kurukshetra from time to time.
- (d) It is specifically made clear the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and /or claim whatsoever against the NIT Kurukshetra. NIT, Kurukshetra shall under

---

Signature of Service Provider

no circumstances be deemed or treated as the employer in respect of any person(s) engaged / employed by the Service Provider for any purpose, whatsoever nor would NIT Kurukshetra be liable for any claim(s) whatsoever, of any such person(s).

## **7 NATURE OF AGREEMENT**

- (a) The Service Agreement will be on the principal to principal basis and does not create and shall not deem to create any employer - employee relationship between the NIT Kurukshetra and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any persons that the Service Provider is presenting or action as agency of NIT Kurukshetra, except to the extent and purpose permitted therein.
- (b) The Service Agreement will be for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the service provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the NIT Kurukshetra. The Service Provider shall be liable to make payment of its said employees towards their monthly wages / salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Minimum wages, bonus, gratuity etc.
- (c) NIT Kurukshetra shall not be liable for any obligations / responsibilities, contractual, legal or otherwise, towards the Service Provider's employees / agents directly and / or indirectly, in any manner whatsoever.

---

Signature of Service Provider

## 8. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration (s), permission (s) / license(s) etc. which are / may be required under any labour laws or other legislation (s) for providing the services under service agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central Govt., State Govt. and NIT Kurukshetra Rules and Regulations with regard to the provision of the services under service agreement. The Service Provider indemnifies and shall always keep NIT Kurukshetra indemnified against all losses, damages, claims, actions taken against NIT Kurukshetra by any authority / office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of service agreement. The Service Provider shall further observe and comply with all Govt. laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Act, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the NIT Kurukshetra that he has complied with all the statutory obligations.

---

Signature of Service Provider

## 9. ACCOUNTS AND RECORD

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under service agreement in the manner specified by the NIT Kurukshetra.
- (b) The Service Provider shall forthwith upon being required by the NIT Kurukshetra, allow NIT Kurukshetra or any of its authorized representatives to inspect, audit, to take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the NIT Kurukshetra to correct and practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the NIT Kurukshetra. However, upon discovery, of any discrepancies or underpayment, the Service Provider shall immediately reimburse the NIT Kurukshetra for such discrepancies or overcharge.

## 10. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses made good any loss or damage suffered by the NIT Kurukshetra as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the NIT Kurukshetra or otherwise.
- (b) The Service Provider shall at all times indemnify and keep indemnified that NIT Kurukshetra against any claim on account of disability / death of any of its personnel caused while providing the services within / outside the site of other premises of the NIT Kurukshetra which may be made under the Workman's Compensation Act, 1923 or any other acts or any other statutory notifications hereof or otherwise for or in respect of any claim for damage or compensation payable in

---

Signature of Service Provider

consequence of any accident or claim for damage or compensation payable in consequences of any accident or injury sustained by the working or the personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the NIT Kurukshetra shall be as provided hereinbefore.

- (c) The Service Provider shall at all times indemnify and keep indemnified the NIT Kurukshetra against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission or of its employees or personnel during the hours of providing the service at the NIT Kurukshetra's premises or before and after that.
- (d) That, if at any time, during the operating of services agreement or thereafter the NIT Kurukshetra is made liable in any manner whatsoever by any order, direction or otherwise of any court, authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub clause No.(a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the NIT Kurukshetra all such amounts and costs also and in all such cases / events the decision of the NIT Kurukshetra shall be final and binding upon the Service Provider. The NIT Kurukshetra shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Service Provider.

---

Signature of Service Provider

**11. LIABILITIES AND REMEDIES**

In the event of failure of the Service Provider to provide the services or part thereof as mentioned for any reasons whatsoever, the NIT Kurukshetra shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forth with to the NIT Kurukshetra and the difference of payments made to such other sources, besides damages at double rate of payment and the security of service provider shall remain forfeited.

**12. LOSSES SUFFERED BY SERVICE PROVIDER**

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance / non-performance of services, which it may suffer or other incur by reason of any act / omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non rendering the services under service agreement.

**13. TERM**

Service agreement shall be effective for a period of one year with effect from 01.04.2010 up to 31.03.2011 and can be extended further for such a period on the basis of performance and on such terms and conditions as may be deemed fit and proper by the NIT Kurukshetra.

**14. TERMINATION**

- (a) Either party can terminate the agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the NIT Kurukshetra shall give only a 24 hours notice of termination of service agreement to the service provider, when there is a major default in compliance of the

---

Signature of Service Provider

terms and conditions of service agreement or the Service Provider has failed to comply with its statutory obligations.

- (b) If Service Provider commits breach of any covenant or any clause of service agreements, NIT Kurukshetra may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to NIT Kurukshetra for losses or damages on account of such breach.
- (c) The NIT Kurukshetra shall have the right to terminate service agreement immediately if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

#### **15. ASSIGNMENT OF AGREEMENT**

Service agreement will be executed on the basis of current management structure of the Service Provider. Any assessment of service agreement, in part or whole, to any third party without the prior written consent of the NIT Kurukshetra shall be a ground for termination of service agreement forthwith.

#### **16. COMPOSITIONS AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to the NIT Kurukshetra all the relevant papers regarding its constitution, names and address of the management and other key personal of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business of Service Provider prior to entering into service agreement.

---

Signature of Service Provider

- (b) The Service Provider shall always inform the NIT Kurukshetra in writing about any change in its address or the names and address of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the NIT Kurukshetra.

**17. SERVICE OF NOTICES**

Any notice or the communication required or permitted to be given between the parties under service agreement shall be given in writing at the following address or such other address as may be intimated from time to time in writing.

NIT Kurukshetra	Service Provider
.....	.....
.....	.....
.....	.....

**18. CONFIDENTIALLY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of NIT Kurukshetra and it undertakes that it shall not, without NIT Kurukshetra's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity to make use of such information. This clause shall survive for a period of 05 years from the date of expiry of service agreement or earlier termination thereof.

**19. ENTIRE AGREEMENT**

The service agreement shall represent the entire agreement between the parties and shall supersede all previous or other writings and undertakes, oral or written, and further any modifications to service agreement, if required shall only be made in writing.

---

Signature of Service Provider

**20. AMENDMENT / MODIFICATION**

The parties can amend service agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

**21. SERVERABILITY**

If, for any reason, court of competent jurisdiction finds any provision of service agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of service agreement shall continue in full force and effect.

**22. CAPTIONS**

The various captions used in the terms & conditions are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

**23. WAIVER**

At any time any indulgence or concession granted by the NIT Kurukshetra shall not alter or invalidate service agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the NIT Kurukshetra to enforce at any time, any provision of service agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider if any of the provision hereof, shall in no way be constructed to be a waiver of such provisions of service agreement nor in any way affect the validity of service agreement or any part thereof or the right of the NIT Kurukshetra to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

---

Signature of Service Provider

**24. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond the party's reasonable control, including acts of God, Civil commotion, strikes, acts of terrorism, labour disputes and Governmental or public authority's demands or requirements.

**25. DISPUTE RESOLUTION**

Service agreement shall be deemed to have been made / executed at Kurukshetra for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of service agreements, the same shall, at first instance, be amicably settled between the parties. If any dispute is, not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Director, NIT Kurukshetra. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra.

**26. GOVERNING LAW / JURISDICTION**

The applicable law governing service agreement shall be the laws of India and only the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to service agreement.

**27. TWO COUNTERPARTS**

The service agreement will be made in duplicate. The Service Provider shall return a copy of service agreement duly signed and stamps as a token of all terms & conditions mentioned above. In the event of commencement of order, it will be taken that all terms are acceptable.

---

Signature of Service Provider

- 28.** The NIT Kurukshetra shall provide the tools and the consumable material to the service provider as per the requirement. The tools will be used by the persons deployed by the service provider as per the instructions of the authorities of NIT Kurukshetra.
- 29.** The NIT Kurukshetra reserves the right to accept or reject the tenders in part or full without assigning any reason thereof.

List of Annexure:

- A. Agreement for Sanitation Services.
- B. Fee Charges & Terms of Payment.
- C. Undertaking.

---

Signature of Service Provider

(Agreement format)

Annexure 'A'

**AGREEMENT FOR SANITATION SERVICE**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_  
between the National Institute of Technology, Kurukshetra  
(hereinafter referred to as NIT of the ONE PARTY)

AND

M/s \_\_\_\_\_ at \_\_\_\_\_  
(hereinafter referred to as Contractor of the OTHER PARTY);

WHEREAS the NIT is desirous of giving a job contract for providing the Sanitation Service at its campus and whereas the Contractor has offered to provide the Sanitation Service arrangement on the terms and conditions hereinafter stated:

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contractor Labour (Regulation and Abolition ACT), 1970 and registered with DG (Resettlement) and has further represented that he is eligible to get this contract and there is no legal, or any other bar for him in this respect. Any obligations and / or formalities which are required to be fulfilled under the said Act or any amendment there to for the purpose of entering into and or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance there to the Registrar, NIT, Kurukshetra. The Contractor shall be solely liable for any violation of the provision of the said Act.

WHEREAS NIT has agreed to award the contract of work of Sanitation Service at offices, hostel, departments and other places as per requirement in the NIT Kurukshetra.

---

 Signature of Service Provider

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under: -

**Terms and conditions:**

**1. SERVICE PROVIDER'S REPRESENTATIONS & WARRANTIES**

- (a) The Service Provider shall have full capacity power and authority to enter into Service Agreement and during the continuance of said agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated therein and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval / consents in all applicable jurisdictions) to authorize the execution, delivery and performance of the said agreement.
- (b) The Service Provider shall have the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of service agreement and to the satisfaction of the National Institute of Technology, Kurukshetra.
- (c) The Service Provider shall, on the execution of service agreement and providing services to the National Institute of Technology, Kurukshetra, not violate, breach and contravene any conditions of any agreement entered with the third party/ies;
- (d) The Service Provider shall comply with and obtain necessary; permission / licenses / authorizations under the Central, State and Local authorities and obtain all required permissions / licenses for carrying out its obligations under service agreement.
- (e) In the event of refusal of work by the Service Provider on completion of process, the security amount deposited by the Service Provider will be forfeited by the Institute and the

---

Signature of Service Provider

Service Provider will have no claim/objection whatsoever if the work is given to the next bidder.

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The Service Provider shall operate and provide services to the National Institute of Technology at its various sites on all Days a week.
- (b) The amount on which the service is being offered by the Service Provider shall be all inclusive. The liability to pay Service Tax (if any) shall be solely of the Service Provider.
- (c) The regularity of performance of the service will be essence of service agreement and shall form a central factor of service agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the National Institute of Technology, Kurukshetra from time to time.
- (d) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide / given the required quality of services shall be final and acceptable and binding upon the Service Provider.
- (e) If the National Institute of technology notices that the personnel of the Service Provider has / have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately, to avoid recurrence of such incidents and report to the NIT, Kurukshetra.
- (f) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal / irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the NIT.
- (g) The Service Provider shall furnish a personnel guarantee of its Managing Director / Partner / Prop. Guaranteeing the due

---

Signature of Service Provider

performance by the Service Provider of its obligations under service agreement.

- (h) The Service Provider shall pay Rs. 1.00 lac (Rs. One lac only) in the shape of an account payee demand draft in favour of the Director, NIT Kurukshetra payable at Kurukshetra at the time of submission of tender form and if his tender is accepted by the NIT Kurukshetra, the said amount shall be retained as security deposit with the Institute. This will be refunded 30 days of completion of service subject to indemnification clause of the agreement.
- (i) All uniforms and other items required by the personnel shall be provided by the contractor and the institute do not undertake any liability towards the same.

### 3. CODE OF CONDUCT

The following code of conduct shall be applicable to the persons deployed on duty in the institute and it shall be responsibility of the contractor to ensure that the personnel deployed:-

- (a) The persons deployed shall report for duty in proper uniforms.
- (b) Always be regular and punctual and arrive at duty posts at least five minutes before the commencement of duties.
- (c) Always be alert and perform their duty with honesty and sincerity.
- (d) Abstain from indulging in gossip, reading of newspaper / magazines while on duty.
- (e) Do not chew pans/smoke cigarettes and or any other tobacco products / use alcoholic drinks.
- (f) Do not be under the influence of liquor while on duty.
- (g) Behave properly to all the employees, students and visitors of the institute and render a helping hand.

---

Signature of Service Provider

#### **4. TERMS OF PAYMENT**

- (a) Fees and charges for the services to be rendered will be as agreed to between the parties.
- (b) All payments made by the NIT Kurukshetra shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service Provider, being the employer in relation to persons engaged / employed by it to provide the services under Service Agreement shall alone be responsible and reliable to pay wages / salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed by the State Government under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and / or any authority constituted by or under any law. He will observe compliance of all the relevant labour law.
- (d) The Service Provider will have to produce the register of wages on the register of wages-cum-muster roll of the preceding months alongwith the bill to be submitted on the 7<sup>th</sup> day of every calendar month for verification to the nominated official of NIT Kurukshetra. The Service Provider shall ensure that payment to this employees is made in the presence of an authorized representative of the NIT Kurukshetra.

#### **5 SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for services rendered to enable the NIT Kurukshetra to verify the process the same.

---

Signature of Service Provider

## 6 DISCIPLINE

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at NIT Kurukshetra's option, and would be subject to verification at any time. The NIT Kurukshetra may refuse any entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The NIT Kurukshetra shall always have the right and liberty to do surprise inspection of services at its sites.
- (c) The services rendered by the Service Provider under service agreement will be under close supervision, co-ordination and guidance of the NIT Kurukshetra. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the NIT Kurukshetra from time to time.
- (d) It is specifically made clear the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and /or claim whatsoever against the NIT Kurukshetra. NIT Kurukshetra shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged / employed by the Service Provider for any purpose, whatsoever nor would NIT Kurukshetra be liable for any claim(s) whatsoever, of any such person(s).

## 7 NATURE OF AGREEMENT

- (a) The Service Agreement will be on the principal to principal basis and does not create and shall not deem to create any employer - employee relationship between the NIT Kurukshetra and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any persons that the Service Provider is presenting or action as agency of NIT Kurukshetra, except to the extent and purpose permitted therein.

---

Signature of Service Provider

- (b) The Service Agreement will be for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the service provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the NIT Kurukshetra. The Service Provider shall be liable to make payment of its said employees towards their monthly wages / salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Minimum wages, bonus, gratuity etc.
- (c) NIT Kurukshetra shall not be liable for any obligations / responsibilities, contractual, legal or otherwise, towards the Service Provider's employees / agents directly and / or indirectly, in any manner whatsoever.

## **8. STATUTORY COMPLIANCES**

- (a) Service Provider shall obtain all registration (s), permission (s) / license(s) etc. which are / may be required under any labour laws or other legislation (s) for providing the services under service agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central Govt., State Govt. and NIT Kurukshetra Rules and Regulations with regard to the provision of the services under service agreement. The Service Provider indemnifies and shall always keep NIT Kurukshetra indemnified against all losses, damages, claims, actions taken against NIT Kurukshetra by any authority / office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of service agreement. The Service Provider shall further observe and comply with all Govt. laws concerning employment of staff employed by the

---

Signature of Service Provider

Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Act, and take necessary action to comply with the requirements of law.

- (d) The Service Provider shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the NIT Kurukshetra that he has complied with all the statutory obligations.

## **9. ACCOUNTS AND RECORD**

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under service agreement in the manner specified by the NIT Kurukshetra.
- (b) The Service Provider shall forthwith upon being required by the NIT Kurukshetra, allow NIT Kurukshetra or any of its authorized representatives to inspect, audit, to take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the NIT Kurukshetra to correct and practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the NIT Kurukshetra. However, upon discovery, of any discrepancies or under-payment, the Service Provider shall immediately reimburse the NIT Kurukshetra for such discrepancies or overcharge.

## **10. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses made good any loss or damage suffered by the NIT Kurukshetra as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the NIT Kurukshetra or otherwise.

---

Signature of Service Provider

- (b) The Service Provider shall at all times indemnify and keep indemnified that NIT Kurukshetra against any claim on account of disability / death of any of its personnel caused while providing the services within / outside the site of other premises of the NIT Kurukshetra which may be made under the Workman's Compensation Act, 1923 or any other acts or any other statutory notifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident of claim for damage or compensation payable in consequences of any accident of injury sustained by the working or the personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the NIT Kurukshetra shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the NIT Kurukshetra against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission or of its employees or personnel during the hours of providing the service at the NIT Kurukshetra's premises or before and after that.
- (d) That, if at any time, during the operating of services agreement or thereafter the NIT Kurukshetra is made liable in any manner whatsoever by any order, direction or otherwise of any court, authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event no restricted but including as mentioned in sub clause No.(a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the NIT Kurukshetra all such amounts and costs also and in all such cases / events the decision of the NIT Kurukshetra shall be final and binding upon the Service Provider. The NIT

---

Signature of Service Provider

Kurukshetra shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Service Provider.

**11. LIABILITIES AND REMEDIES**

In the event of failure of the Service Provider to provide the services or part thereof as mentioned for any reasons whatsoever, the NIT Kurukshetra shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forth with to the NIT Kurukshetra and the difference of payments made to such other sources, besides damages at double rate of payment and the security of service provider shall remain forfeited.

**12. LOSSES SUFFERED BY SERVICE PROVIDER**

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance / non-performance of services, which it may suffer or other incur by reason of any act / omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non rendering the services under service agreement.

**13. TERM**

Service agreement shall be effective for a period of one year with effect from 01.04.2010 up to 31.03.2011 and can be extended further for such a period on the basis of performance and on such terms and conditions as may be deemed fit and proper by the NIT Kurukshetra.

**14. TERMINATION**

- (a) Either party can terminate the agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the NIT Kurukshetra shall give only a 24 hours notice

---

Signature of Service Provider

of termination of service agreement to the service provider, when there is a major default in compliance of the terms and conditions of service agreement or the Service Provider has failed to comply with its statutory obligations.

- (b) If Service Provider commits breach of any covenant or any clause of service agreements, NIT Kurukshetra may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to NIT Kurukshetra for loses or damages on account of such breach.
- (c) The NIT Kurukshetra shall have the right to terminate service agreement immediately if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

#### **15. ASSIGNMENT OF AGREEMENT**

Service agreement will be executed on the basis of current management structure of the Service Provider. Any assessment of service agreement, in part or whole, to any third party without the prior written consent of the NIT Kurukshetra shall be a ground for termination of service agreement forthwith.

#### **16. COMPOSITIONS AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to the NIT Kurukshetra all the relevant papers regarding its constitution, names and address of the management and other key personal of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business of Service Provider prior to entering into service agreement.
- ((b) The Service Provider shall always inform the NIT Kurukshetra in writing about any change in its address or the names and address of its key personnel. Further, the Service Provider shall

---

Signature of Service Provider

not change its ownership without prior approval of the NIT Kurukshetra.

**17. SERVICE OF NOTICES**

Any notice or the communication required or permitted to be given between the parties under service agreement shall be given in writing at the following address or such other address as may be intimated from time to time in writing.

NIT Kurukshetra	Service Provider
.....	.....
.....	.....
.....	.....

**18. CONFIDENTIALLY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of NIT Kurukshetra and it undertakes that it shall not, without NIT Kurukshetra's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity to make use of such information. This clause shall survive for a period of 05 years from the date of expiry of service agreement or earlier termination thereof.

**19. ENTIRE AGREEMENT**

The service agreement shall represent the entire agreement between the parties and shall supersede all previous or other writings and undertakes, oral or written, and further any modifications to service agreement, if required shall only be made in writing.

\_\_\_\_\_  
Signature of Service Provider

**20. AMENDMENT / MODIFICATION**

The parties can amend service agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

**21. SERVERABILITY**

If, for any reason, court of competent jurisdiction finds any provision of service agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of service agreement shall continue in full force and effect.

**22. CAPTIONS**

The various captions used in the terms & conditions are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

**23. WAIVER**

At any time any indulgence or concession granted by the NIT Kurukshetra shall not alter or invalidate service agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the NIT Kurukshetra to enforce at any time, any provision of service agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider if any of the provision hereof, shall in no way be constructed to be a waiver of such provisions of service agreement nor in any way affect the validity of service agreement or any part thereof or the right of the NIT Kurukshetra to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

---

Signature of Service Provider

**24. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond the party's reasonable control, including acts of God, Civil commotion, strikes, acts of terrorism, labour disputes and Governmental or public authority's demands or requirements.

**25. DISPUTE RESOLUTION**

Service agreement shall be deemed to have been made / executed at Kurukshetra for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of service agreements, the same shall, at first instance, be amicably settled between the parties. If any dispute is, not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Director, NIT Kurukshetra. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra.

**26. GOVERNING LAW / JURISDICTION**

The applicable law governing service agreement shall be the laws of India and only the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to service agreement.

**27. TWO COUNTERPARTS**

The service agreement will be made in duplicate. The Service Provider shall return a copy of service agreement duly signed and stamped as a token of all terms & conditions mentioned above. In the event of commencement of order, it will be taken that all terms are acceptable.

**28.** The NIT Kurukshetra shall provide the tools and the consumable material to the service provider as per the requirement. The

---

Signature of Service Provider

tools will be used by the persons deployed by the service provider as per the instructions of the authorities of NIT Kurukshetra.

29. The NIT Kurukshetra reserves the right to accept or reject the tenders in part or full without assigning any reason thereof.

IN WITNESS WHERE OF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf  
National Institute of Technology  
Kurukshetra

f  
For and on behalf of  
The Contractor \_\_\_\_\_

**Witness**

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

\_\_\_\_\_  
Signature of Service Provider

Annexure B

**Fee, Charges & Terms of Payment**

- i. Total amount for which service is being offered by the Service Provider and accepted by the NIT Kurukshetra  
Rs. \_\_\_\_\_
  
- ii. Mode of payment will be on monthly basis, after completion of the service, against valid bill supported by the documentary evidence in proof of the compliance under the labour law regulations.

---

Signature of Service Provider

---

Signature of Service Provider

## Annexure C

Undertaking

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_  
 r/o \_\_\_\_\_  
 Pro./Partner/Director \_\_\_\_\_  
 \_\_\_\_\_ (Name of Agency of Service Provider), do hereby execute this  
 undertaking on \_\_\_\_\_ day of \_\_\_\_\_ month of year  
 \_\_\_\_\_ that I have complied with all my statutory obligations  
 arising out of and in performance of my service agreement for  
 providing Sanitation Services with the National Institute of  
 Technology, Kurukshetra for the period of \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Service Provider  
 (with rubber seal)

\_\_\_\_\_  
 Signature of Service Provider