

nor would Department be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Department and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the extent and purpose permitted herein.
- (b) This agreement is 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 Department. The Service Provider shall be liable to make payment to 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) Department 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.

7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims actions taken against Department 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 this agreement. The Service Provider shall further observe and comply with all Government 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 Acts, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 22nd of each month in favour of the Department that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'C' to this agreement.

8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate accounts and records, statements of

which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

9. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Department 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 Department or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder 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 Department shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Department 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 of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Department 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-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the department all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.

11. 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 otherwise incur by reason of any act/omission, negligence, default or error in judgement on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

13. TERMINATION

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this 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 this agreement, Department 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 Department for losses or damages on account of such breach.
- (c) The Department shall have the right to immediately terminate this agreement 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.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

16. SERVICE OF NOTICES

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

Department

Service Provider

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.....

.....

.....

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION

The parties can amend this 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.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this 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 this agreement shall continue in full force and effect.

21. CAPTIONS

The various captions used in this agreement 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.

22. WAIVER

At any time any indulgence or concession granted by the Department shall not alter or invalidate this 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 Department to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that 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.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at--- for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, 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 Department. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be.....

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of --- shall have the exclusive jurisdiction to try any dispute with respect to

conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

27. LIST OF ANNEXURE

ANNEXURE 'A'

ANNEXURE 'B'

ANNEXURE 'C'

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:

Name:

Date:

Designation:

Signature:

Name:

Date:

Designation:

2. Signature

Name:

Date:

Designation:

For and on behalf of the
Governor of Haryana

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:

Name:

Date:

Address:

Signature:

Name:

Date:

Address:

2. Signature:

Name:

Date:

Address:

For and on behalf of the
Service Provider.

ANNEXURE- BSERVICE AGREEMENT

THIS AGREEMENT is made on thisday of2006 between the Governor of the State of Haryana acting through.....Department, Governor of Haryana (hereinafter referred to as the "Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and Sh.....S/o Sh.....resident ofDistrict.....(hereinafter referred to as "person" of the second part.

WHEREAS the services of the person are required for.....

ANDWHEREAS the person has expressed his keen desire for rendering the services to the Department as desired under this agreement;

AND WHEREAS the parties hereby enter into this agreement on the terms and conditions appearing hereinafter;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER;-

1. The services of a person engaged by the Department shall be for a period not exceeding six months;
2. The person shall be engaged for a fixed monthly remuneration not less than as prescribed in the Minimum Wages Act, 1948(Act XI of 1948) or as may be fixed by the Deputy Commissioner under the said Act;
3. The services of the person so engaged shall hereafter cease on the expiry of the term without providing him any claim for the regularization of services or any other consequential benefit;
4. The person so engaged shall not have any legal right claiming regularization

6. The services rendered by the person engaged by the Department shall be under the close supervision of the Department;
7. It is understood between the parties hereto that only the Department shall have the right to take disciplinary action against the person so engaged;
8. The Department shall under no circumstances be deemed or treated as the employer of the person engaged for any purpose, whatsoever, nor department would be liable for any claim (s) whatsoever of any such person;
9. In case of the death of a person, his remuneration shall be paid to his legal heirs.

IN WITNESS WHEREOF THE DEPARTMENT AND THE PERSON ABOVE SAID HAVE HEREUNTO SUBSCRIBE THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF FOLLOWING WITNESSES:-

1. Signature:

Name:

Date:

Designation:

Signature:

Name:

Date:

Designation:

For and on behalf of the
Governor of Haryana.

2. Signature:

Name:

Date:

Designation: