

**NATIONAL INSTITUTE OF TECHNOLOGY  
KURUKSHETRA -136119**

Advertisement No. 22/2014

**TENDER NOTICE**

Sealed tenders on the prescribed format are invited from reputed service providing agencies (minimum annual turnover of Rs. 1 crore for the last three financial years) registered/recognized with Central Labour Commission having minimum five year experience in satisfactory supply of the services in Central/State Govt. Institutions/organizations for providing **Maintenance Services in Estate and Public Health** areas, for a period of one year on contract basis w.e.f. 1<sup>st</sup> October, 2014, extendable for further period on the basis of satisfactory performance of the Service Provider.

The tender documents along with terms and conditions can be obtained from the Estate Section, National Institute of Technology, Kurukshetra upto **23.09.2014 (Tuesday)** on all working days between 10.00 a.m. and 1.00 p.m. on cash payment of Rs.1000/- (Non-refundable) for each service. The tender form along with detailed terms and conditions can also be downloaded from Institute website [www.nitkkr.ac.in](http://www.nitkkr.ac.in). However, the downloaded tender form must accompany a Bank Draft of Rs. 1000/- (non-refundable) in favour of Director, National Institute of Technology, Kurukshetra payable at SBI, NIT Kurukshetra. The Service Providers should submit the tender documents in a sealed cover (having name of service/work written on the top right corner of the envelope in capital letters) on the prescribed format by **23.09.2014** up to **1.00 p.m.** to the Dean (Estate), NIT Kurukshetra along with **Security amount of Rs. 5 lakh**, in the form of Bank Draft or Bank Guarantee drawn in favour of Director, National Institute of Technology, Kurukshetra payable at SBI, NIT Kurukshetra. **The bidders are advised not to deposit security/ earnest amount, etc. in any other form as advertised otherwise the tender will be rejected. The only acceptable form of deposition should be either demand draft or bank guarantee.** The **technical** and **financial bids** should be sealed by the bidder in separate envelopes duly super-scribed and both these sealed envelopes are to be put in a bigger envelop which should also be sealed and duly super-scribed. Late and incomplete tenders will be summarily rejected.

The bids will be opened on **23.09.2014 at 4.00 p.m.** in the office of the Dean (Estate) in presence of Service Providers who wish to be present. The Institute reserves right to reject any tender without assigning any reason. Before submitting the tender, the Service Provider is advised to visit the Institute to apprise himself of the logistics of the prospective assignment.

**REGISTRAR**

**NATIONAL INSTITUTE OF TECHNOLOGY  
KURUKSHETRA-136119**

**TENDER FROM**

**Advertisement No. /2014**

Details of payment for tender form (Rs. 1000/-)

In case of Purchased Tender form(s)	Receipt No.	
	Date	
	Signature of issuing official	
<b>OR</b>		
In case of downloaded form(s)	Demand Draft No.	
	Issuing Bank	
	Date	

**Name of Service/ Work applied** \_\_\_\_\_

<b>1.</b>	<b>a)</b>	Name and address of service providing Agency	
	<b>b)</b>	Telephone/ Mobile No.	
	<b>c)</b>	Fax/E-mail of the agency	
	<b>d)</b>	Whether Service Provider individual / Registered Partnership firm or Company/ Society	
	<b>e)</b>	Registration No. of the firm (Enclose a copy of registration certificate)	
	<b>f)</b>	PAN No. of the firm	
	<b>g)</b>	Service Tax Registration No. (Enclose a copy of registration certificate)	
	<b>h)</b>	EPF Registration No. (Enclose a copy of registration certificate)	
<b>2.</b>	Period for which service is being offered	October 1 <sup>st</sup> , 2014 onwards or else decided by the Institute	
<b>3.</b>	Particulars of payment of Security	Amt. Rs. _____ D.D. No. _____ Date _____ Drawn on _____ _____ _____	

## FINANCIAL BID

(To be provided in a sealed envelope)

Sr. No.	Category of Worker	Quoted DC wages per month per person*	Administrative / Services Charges** on the category of worker	Remarks
1.	<b>Unskilled</b> (e.g. beldar, painter, etc.)			
2.	<b>Semiskilled</b> (e.g., plumber, welder, pump attendant, etc.)			
3.	<b>Skilled</b> (e.g., mason, carpenter, etc.)			

\* This rate must be include wages, all allowances and statutory deduction from time to time.

\*\* The Administrative/Service Charges must include charges for all general tools & equipment.

## FINANCIAL EVALUATION

For comparison on the various '**Administrative / Services Charges on the category of worker**' quoted by the vendors, no. of workers for various categories would be taken as follows:

Sr. No.	Category of worker	No. of worker
1	Unskilled	50
2	Semi-skilled	10
3	Skilled	5

**LIST OF ENCLOSURES**

<b>Sr. No.</b>	<b>Type of form</b>	<b>Enclosed Yes-Y/No-N (tick as applicable)</b>		<b>Supporting Document (please specify)</b>
1.	Form 'A' <b>(Financial Information)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
2.	Form 'B' <b>(Details of all Works of Similar Class Completed during the last five Years)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
3.	Form 'C' <b>(Works / Projects under Execution or Awarded)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
4.	Form 'D' <b>(Performance Report of Works Referred in Form 'B' &amp; 'C')</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
5.	Form 'E' <b>(Structure of the Organization &amp; Detail of Employees)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
6.	Form 'F' <b>(Details of technical &amp; administrative personnel to be deployed for the work)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
7.	Form 'G' <b>(List of Tools &amp; Equipment)</b>	<input type="checkbox"/>	<input type="checkbox"/>	.....
8.	Any additional Information (if not included in Forms 'A'- 'G')			..... ..... .....

**Undertaking:**

- i. I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.**
  
- ii. I have gone through and fully understood the terms and conditions supplied in the tender form and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the National Institute of Technology, Kurukshetra from time to time for due discharge of Service Agreement.**
  
- iii. It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information/ document, the submitted tender may be rejected.**

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

## **INFORMATION & INSTRUCTIONS TO THE SERVICE PROVIDER**

1. The tender form should be typewritten. The applicant's signature should appear on each page of the tender form. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the tender form shall be numbered and submitted as a package with signed letter of transmittal.
2. The service provider will have to provide the relevant information on the enclosed prescribed format available at FORM no. 'A' to 'G' along with supporting documents to consider the eligibility for awarding tender to the eligible service provider.
3. The service provider may furnish any additional information, which he thinks is necessary in regard to his capabilities to establish that the service provider is capable in all respects to successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No subsequent information will be entertained after submission of tender form. Any information furnished by the service provider found to be incorrect either immediately or at a later stage, would render him liable to be debarred from tendering/taking up of work and his tender will be terminated with immediate effect.
4. The Service Provider is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
5. The service provider's performance for each work completed in the last 05 years and works in hand should be certified by the concerned Departments.
6. The Contractor shall not appoint any Sub-Contractor/Company/Agency to carry out any obligation under the contract.
7. Even though the service providers may satisfy the terms and conditions, they may be disqualified:
  - A. if they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - B. if they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
  - C. if confidential inquiry reveals facts contrary to the information provided by the applicant.
  - D. if confidential inquiry reveals unsatisfactory performance.
  - E. If on inspection of works in progress or completed by the applicants, it is found that work is not satisfactory.
8. The service provider, being the employer in relation to persons engaged/employed by it to provide the service under service agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages as fixed by the District Administration (DC Kurukshetra) or as revised from time to time. Case of ESI, EPF and arrears the Company/Agency shall produce original challans/receipts to the Institute for verification & records.
9. All Statutory requirements required under any Rules/Regulations/Statutes/Act and EPF and Service Tax etc. applicable from time to time are to be borne by the service provider. In case of violation of statutory provisions under laws by the service provider or his workers, there will no liability on the Institute. The service provider shall be held wholly responsible legally and he will be liable to be prosecuted as per the law of land in the appropriate Court of Law. The service Provider shall be the employer under all labour litigations including Industrial Dispute Act. The Institute shall not be responsible partially or fully to any dispute in any way that may arise between the service provider and his workmen.

10. The EPF and service tax will also be deposited directly by the Service Provider to the concerned departments. The receipts of the deposition are to be enclosed with the bill submitted for reimbursement failing which the payment of the bill will not be released/ reimbursement. The receipt should clearly indicate name of the work and list of workers with their names, durations and other required information. In case, the service provider fails to submit the original receipt, the withheld amount will be submitted to the concerned authorities as per law.
11. The service provider will have to produce the register of wages on the register of wages-cum-muster roll of the preceding month along with the bill to be submitted by the 7<sup>th</sup> day of every calendar month for verification to the nominated officer/official of NIT Kurukshetra. The service provider shall ensure that payment to his employee is made in the presence of an authorized representative of the Institute. The Institute will reimburse the monthly wages bills submitted by the service provider after production of copies of challans for the deposition of the statutory requirements with the concerned departments. Further, it is also informed that the Institute will deduct Income Tax at source as applicable from the running and final bills of the service provider as per statutory provisions and mandatory norms applicable and amended from time to time.
12. NIT Kurukshetra can ask for other type of manpower under any category of worker as listed in the tender document against specific service and the same shall be provided by the service provider at the same rate quoted by the agency. Nothing extra shall be payable.
13. Replacement of any person(s) so engaged by the Service Provider should be intimated to the Institute with reasons of replacement.
14. A copy of complete record of all persons engaged with related documents should be submitted to NIT Kurukshetra.
15. Log book required shall be maintained at site by the contractor. The Contractor shall also maintain an incident report/Complaint Book/File which will be made available to the supervisory staff of the Institute.
16. The service provider shall be responsible for arranging and maintaining at his own cost all general tools & equipment required for executing the service unless otherwise specifically provided for in the contract document.
17. The contractor shall visit NIT, Kurukshetra once in a month and submit his report. He will also be responsible for checking the working conditions of the equipments. In case of dispute of any kind, he must reach the Institute immediately on receiving information by any means of communications.
18. The contractor shall have to provide mobile phone to supervisor for official use for which nothing extra shall be paid.
19. Stationary required for submitting daily/ weekly/ monthly/ yearly report shall be provided by the contractor.
20. The Contractor staff shall mark their attendance on register daily.
21. The company should have an insurance cover through Registered Insurance Company for public liabilities. The contractor shall be responsible for any injury or accident to the labour during work and no claim shall be given by the Institute. Documentary proof of policy should be provided to NIT Kurukshetra.
22. Any damage caused during maintenance work of the equipment or any Institute property shall be made by the contractor on his own cost.
23. Every worker/ supervisor appointed by the Service provider shall wear the prescribed uniform and badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost.
24. Final payment shall be released only after ascertaining clearance of any liabilities pending and satisfactory completion of work.

25. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contractor.
26. The Service Provider appointed for the said service will have to execute an Agreement Bond with detailed terms and conditions. A specimen copy of the said agreement is available in Annexure 'A' for perusal. The service provider may read the conditions carefully and should quote the rates as per various terms and conditions of the said agreement format.
27. Submission of tender by a service provider implies that he has read the notice and all other contract documents and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors having a bearing on the execution of the service.
28. The tender form shall be accompanied with a security amount as per the service category requirements mentioned in the tender notice in the shape of Bank Draft in favour of Director, NIT Kurukshetra payable at SBI, NIT Kurukshetra at 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 within 30 days of completion of service subject to indemnification clause of the agreement.
29. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. The tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the service provider shall be summarily rejected.
30. Canvassing in any form is strictly prohibited. The tender submitted by the Service Provider, who resort to canvassing, will be liable to rejection.
31. The competent authority reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same on the rates quoted.
32. The tender for the service shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender.
33. The service provider submitting the tender would be presumed to have considered and accepted all terms and conditions. No inquiry, either verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Any act on the part of the service provider to influence anybody in the Institute is liable for rejection of his tender.
34. The Institute reserves right to cancel the service agreement or to withhold the payment in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the Institute further reserves the right to get the work done from alternate Service Providers and the tenderer will be liable to be debarred by the Institute for a period of five years from participating in such type of tender.
35. The Institute reserves right to terminate the service agreement by giving one month prior notice to the service provider regarding its intention to do so and on the expiry of the said period of notice, the service agreement shall come to end without prejudice to any right of remedy.
36. If required, personal interview may be conducted at the discretion of the Institute for taking the competent man power for the work.
37. In case of poor performance of the service system, the service provider will be liable for financial penalty by Institute from time to time.
38. In case of any dispute, the matter will be referred to the Monitoring Committee of the Institute, whose decision will be final and binding.



**FINANCIAL INFORMATION**

1. Financial Turnover of the Agency for the past three years:  
(as assessed by the ITO or Govt. Approved Auditors/ Chartered Accountants)

Financial Year	Amount (in Rs.)	
	In figures	In words
2011-2012		
2012-2013		
2013-2014		

2. Financial Analysis - Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for 5 (five) years and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).
3. Profit/loss account for last 5 years certified by C.A.

**(Signature of Applicant)**

**Details of all Works of Similar Class Completed during the Last five Years**

S.No.	Name of work / and location	Owner or sponsoring organization	Cost of work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation Arbitration pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)	Name & Address Telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**(SIGNATURE OF APPLICANT)**

## Works / Projects under Execution or Awarded

S.No.	Name of work / Project and location	Owner or sponsoring organization	Cost of work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Update % progress of work	Slow progress, if any, and reasons thereof	Name & Address Telephone of officer to whom reference may be made	Remarks (indicate whether any show cause notice issued or arbitration initiated.)
1	2	3	4	5	6	7	8	9	10

Certified that above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**(SIGNATURE OF APPLICANT)**

**Performance Report of Works Referred in Form 'B' & 'C'**

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of Work / Project & Location :
2. Agreement No. :
3. Estimate Cost :
4. Tendered Cost :
5. Date of start :
6. Date of Completion :
  - (a) Stipulated date of completion
  - (b) Actual date of completion
7. Amount of compensation levied for delayed completion, if any :
8. Performance report
9. (a) Quality of work Excellent / Very Good / Good / Fair
  - (b) Resourcefulness Excellent / Very Good / Good / Fair

**Executive Engineer /  
Chief Project Manager or Equivalent  
(Seal of the Organization)**

**Date :**

**Structure of the Organization  
& Detail of Employees**

1.	Name and address of applicant	
2	Telephone No./Fax No./ email address	
3.	Legal status (Attach copies of original document defining the legal status). The applicant is : a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with various Govt. bodies (Attach attested photocopies) a) Registration Number b) Organization / Place of registration c) Date of validity	
5.	Name and title of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.	
6.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? (If so, give name of the project and reasons for not completing the work).	
7.	Have you or your constituent partner(s) been debarred / black listed for tendering in any organization at any time? If so, give details.	
8.	Any other information considered necessary but not included above.	

**(Signature of Applicant)**

**Form 'F'**

**Details of technical & administrative personnel to be employed for the work**

S.No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	In what capacity these would be involved in this work	PF No./ ESI No.

**(Signature of Applicant)**

**List of Tools & Equipment**

(All general tools & equipment to be provided by the service provider required for executing the service)

**(Signature of the Applicant)**

**AGREEMENT FOR MAINTENANCE SERVICES IN ESTATE AND PUBLIC HEALTH**

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

AND

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

WHEREAS the NIT is desirous of giving a job contract for providing the **Maintenance Services in Estate and Public Health** at its campus and whereas the Contractor has offered to provide the **Maintenance Services in Estate and Public Health** agreement on the terms and conditions hereinafter stated:

WHEREAS Contractor has represented that he is a registered/ recognized Contractor under the provisions of Contractor Labour (Regulation and Abolition Act), 1970 and registered/ recognized with \_\_\_\_\_ 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 **Maintenance Services in Estate and Public Health** as per requirement in the NIT Kurukshetra.

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 obligation 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.
- (d) 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 \_\_\_\_\_ Days of week/ round the clock (strike out which is not applicable).
- (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. However, to maintain the quality service, the additional personnel will be provided by the Service Provider.
- (e) If 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 shall be communicated immediately to the Service Provider who will take corrective steps immediately, to avoid recurrence of such incidents and report to 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 NIT, Kurukshetra.
- (g) The Service Provider shall furnish a personnel guarantee by its Managing Director / Partner / Proprietor guaranteeing the due performance by the Service Provider of its obligations under service agreement.
- (h) Rs. 3 lakh (Rupees Three Lakh Only) deposited by the Service Provider along with the Tender Form shall be retained as security deposit with the Institute. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement.
- (i) All duty uniforms and other general tools & equipment required by the personnel shall be provided by the contractor and the Institute does 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:

- (a) Shall report for duty in proper uniform.
- (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 / magazine 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) The Institute will make/reimburse the payment of Rs. \_\_\_\_\_ per month per person (as agreed to by the parties) for the service to be rendered by the Service Provider.
- (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 service under service agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages as fixed by the District Administration (DC Kurukshetra) or as revised from time to time.
- (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 by 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 employee is made in the presence of an authorized representative of the NIT Kurukshetra.
- (e) 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.

#### **5. 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 would be subject to verification at any time. NIT, Kurukshetra may refuse entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) 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 NIT, Kurukshetra.

- (d) It is specifically made clear that Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and /or claim whatsoever against 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).

## **6. 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 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.
- (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.

## **7. 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 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 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.

## **8. 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 NIT Kurukshetra.
- (b) The Service Provider shall forthwith upon being required by 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.

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses made good any loss of damage suffered by 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 NIT Kurukshetra or otherwise.
- (b) The Service Provider shall at all-time indemnify and keep indemnified 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 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 NIT Kurukshetra shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified NIT Kurukshetra against any claim by any 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 premises of NIT Kurukshetra or before and after that.

- (d) That, if at any time, during the operating of services agreement or thereafter 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 NIT Kurukshetra all such amounts and costs also and in all such cases / events the decision of NIT Kurukshetra shall be final and binding upon the Service Provider. 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.

## **10. 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, NIT Kurukshetra shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forth with to 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.

## **11. TERM**

Service agreement shall be effective for a period of one year with effect from \_\_\_\_\_ up to \_\_\_\_\_ 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 NIT Kurukshetra.

## **12. 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 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) 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.

**13. COMPOSITIONS AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to 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 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 NIT Kurukshetra.

**14. SERVICE OF NOTICES**

Any notice or 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

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## **15. CONFIDENTIALITY**

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 prior written consent of NIT Kurukshetra, 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.



**20. 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.

**21.** NIT Kurukshetra shall provide consumable material to the service provider as per the requirement. The consumable material will be used by the persons deployed by the service provider as per the instructions of the authorities of NIT Kurukshetra.

**22.** 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

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

**Witness**

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

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

## NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

**Name of the Work:** Maintenance Services in Estate and Public Health

**Location of Work:** NIT Kurukshetra like Hostels, Residential Areas, Instructional Buildings & Offices, etc.

**Scope of Work:**

- i. Maintenance of all types of buildings in the Institute.
- ii. Any other work related to Estate & Public Health directed by the authorized officials of NIT Kurukshetra

**Type of Manpower required:**

S. No.	Category of Worker	Manpower required	Nature of Services
1.	Unskilled	Beldar	Helping in Civil Maintenance Work.
		Painter	Painting, distemping & white washing related jobs.
2.	Semiskilled	Plumber	Providing repair of water pipe lines. Pipe fitting & plumbing work
		Welder	Fabrication of grills by welding and sundry welding jobs. Cutting, bending and assembly of steel reinforcement etc.
		Pump Attendant	Proper maintaining & operating tube wells.
		Sewerman	Cleaning Sewers and sewage pipe lines.
3.	Skilled	Mason	Providing civil maintenance & other masonry work in offices, residences, laboratories & other buildings, etc. Casting of RCC beams and slabs.
		Carpenter	Fabrication & repair of wooden joinery chowkhats, doors, windows, ventilators & other related jobs.
		Plumber/ Pipe Fitter	Providing repair of Tube Wells, external water supply lines and other work related to pipe fitting & plumbing.
		Supervisor	Supervising & Monitoring the staff engaged by the contractor and any other work of a skilled nature to be specified by the Institute.

**Timings:** 8.30 am to 5.30 pm (1 hr. lunch break) on 6 days a week (Monday-Saturday excluding national holidays)

**Security Amount:** Rs. 5 lakh

**Period of Contract:** One Year (01.10.2014 to 30.09.2015) extendable for further period based on satisfactory performance.