



DAKSHIN HARYANA BIJLI VITRAN NIGAM  
Office of the General Manager/Administration,  
Block-B, Vidyut Sadan, Vidyut Nagar, Hisar-125 005  
☎-01662- 223439(O), (Fax) 01662-223108

Memo No.Ch-/58 /GM/Admn./Gen-38/Vol-III

Dated: 20.12.2012

**FAX-MESSAGE**

To

1. All C.G.Ms. in DHBVN.
2. All G.Ms. in DHBVN.
3. The C.G.M. (Accounts)/(Audit)/(Finance)/(Finance & Accounts (MM), DHBVN, Hisar.
4. The Company Secretary, DHBVN, Hisar.
5. The Chief Communication Officer, DHBVN, Hisar.
6. The Secretary/CGRF, DHBVN, Hisar.
7. All D.G.Ms. including DGM(T&M)/(Monitoring)/Estate Officer-cum-D.G.M. (Civil) in DHBVN
8. The D.G.M. (HR-I/HR-II/HR/IR/Legal) in DHBVN.
9. All the Law Officers/Assistant Law Officers in DHBVN.
10. All Sr. Medical Officer/Medical officers in DHBVN.
11. The Sports Officer, DHBVN, Hisar camp at Gurgaon.
12. All Sectional Heads at H.Q. at Hisar.

**Subject: - Regarding engagement of manpower through outsource basis.**

In this connection, it has been noticed that cases for engagement/extension of manpower are being received from various offices of DHBVN for approval as per outsourcing policy but the instructions/procedure for engagement of manpower is not being implemented by the offices as mentioned in the outsource policy.

It is, therefore, requested to adopt the instructions strictly as contained in the Haryana Govt. Outsourcing Policy adopted by the Nigam vide Memo No.Ch-75/GM/Admn./REG-86 dated 10.07.2009 while engaging manpower. However, only the cases/proposal wherever approval of the Managing Director is required, be sent to this office giving full justification in future.

This issues with the approval of the Chairman and Managing Director, DHBVN.

DA/ Outsource Policy

G.M. (Administration)  
DHBVN, Hisar

- CC:-
1. Sr. PS to the Chairman & Managing Director, DHBVN.
  2. PS/PA to the Additional Managing Director, DHBVN, Hisar.
  3. PS to the Director (OP)/(Projects), DHBVN, Hisar.
  4. PA to the GM/Admn., DHBVN, Hisar.
- for information please.



# DAKSHIN HARYANA BIJLI VITRAN NIGAM

Office of the General Manager/Administration,

Block-B, Vidyut Sadan, Vidyut Nagar, Hisar-125 005

☎-01662- 223439(O), (Fax) 01662-223108

**Memo No.Ch- 75/GM/Admn./REG-86**

**Dated: 10.07.2009**

To

1. All C.G.Ms. in DHBVN.
2. All G.Ms. in DHBVN.
3. The C.G.M. (Accounts)/(Audit)/(Finance)/(Finance & Accounts (MM), DHBVN, Hisar.
4. The Chief Communication Officer, DHBVN, Hisar.
5. All D.G.Ms. including DGM(T&M)/(Monitoring)/Estate Officer-cum-D.G.M. (Civil) in DHBVN
6. The D.G.M. (HR-I/HR-II/HR/IR/Legal) in DHBVN.
7. All the Law Officers/Assistant Law Officers in DHBVN.
8. All Sr. Medical Officer/Medical officers in DHBVN.
9. The Sports Officer, DHBVN, Hisar.
10. All Sectional Heads at H.Q. at Hisar.

**Subject: Policy for outsourcing of services/activities.**

The Board of Directors of DHBVN in its meeting held on 01.07.2009 adopted outsourcing policy of services/activities partially modified by the Govt. of Haryana circulated vide its letter No.43/5/2001-IGSI dated 16.02.2009. Accordingly, a copy of modified outsourcing policy of services/activities as approved by the Board of Directors in its meeting held on 01.07.2009 is sent herewith for taking further necessary action into the matter.

This supersedes the outsourcing policy earlier circulated vide this office Memo No.Ch-58/SE/Admn./RECT-5 dated 08.02.2007.

Encl:as above.

**G.M.(Administration)  
DHBVN, Hisar**

**Endst. No.Ch- 75/GM/Admn./ REG-86**

**Dated: 10.07.2009**

Copy of the above is forwarded to the Company Secretary, DHBVN, Hisar for information w.r.t. his Advice No.CS/Advice/BOD/2698 dated 06.07.2009.

**D.G.M.(Gen. Admn)  
DHBVN, Hisar**

- CC:
1. Sr. P.S. to Chairman, Power Utilities, HVPN, Panchkula.
  2. Sr. P.S. to Managing Director, DHBVN, Hisar.
  3. Sr. P.S. to Director ('OP')/(Projects), DHBVN, Hisar.
  4. P.A. to C.G.M.(HR & Admn.), DHBVN, Hisar.
  5. P.A. to S.E.(Administration), DHBVN, Hisar.

## **POLICY FOR OUTSOURCING OF SERVICES/ACTIVITIES**

The DHBVN proposes to further strengthen the delivery of services to the people. Keeping in view the emergence of new areas in the field of effective governance and due to technological advancements, it is endeavored to outsource services/activities that are of an auxiliary or supporting nature to its functioning. It has been felt by the Nigam that a policy needs to be enunciated to provide a framework for outsourcing of such services/activities as well as provide guidelines on the subject. This policy aims to provide an enabling framework to approach outsourcing of services/activities wherever required for better and efficient delivery of services.

### **PART-I WHERE REGULAR POSTS DO NOT EXIST**

- i) The following services/activities may be outsourced as and when required in part or completely by the Nigam: -
1. Watch & Ward of premises
  2. Cleaning and Sweeping of Premises
  3. Maintenance of Water Supply and Sewerage system
  4. Horticulture & arboriculture works
  5. House Keeping services
  6. Maintenance of Buildings
  7. Transport Services
  8. Secretarial Services
  9. Security Services
  10. Courier Services
  11. Meter Reading
  12. Bill Distribution
  13. Cash Collection
  14. Attending of Electrical Faults
  15. Outsourcing Feeders/Franchising Feeders
  16. Information Technology Services including Data Entry Operators and providing of Software & Hardware through outsourcing for various activities like Bill Preparation, H.R. Services, Inventory Control
  17. Maintenance and Audit Accounts etc.
  18. Meter installation on DS/NDS premises of the applicants/consumers
  19. Maintenance of DT's
  20. Maintenance of HT lines
  21. Maintenance of LT lines
  22. Maintenance of Sub Stations
  23. Staff for Sub station wherever there is vacancy
  24. Recovery of permanent defaulting amount
  25. Revenue Audit
  26. Consumer Category wise receivable audit
  27. Works/expenditure/performance Audit
  28. The preparation of Annual Revenue Requirement of the Nigam
  29. Auditing of pension payments and monitoring the same after reconciliation with banks who are making the payments of retirees

30. Appointments of Law Firms for seeking legal advice in respect of pending court cases
31. Outsourcing of departmental accounts examinations to AG (Audit)
32. Highly technical & professional services etc.
33. Mtc. & 'OP' of 11 KV Switching Sub Stations
34. All activities of 11 KV feeders

The above activities are illustrative and the Nigam can apply this policy for outsourcing on the basis of need and span of the services/activities.

- ii) The nature of the services/activities required to be outsourced should be specified and clearly defined in the tender notice as well as contract document instead of mentioning the number of personnel required to perform the services/activities.
- iii) The concerned organization shall ensure that there is no regular sanctioned post in that unit of office for performing the outsourced services/activities.
- iv) The identification of the services/activities to be outsourced shall be done by the Head of Wing. The services/activities to be outsourced can be identified for the organizations as a whole or a specific unit of the organization. In either case, the Head of Wing will ensure that no regular sanctioned posts are available in that office to perform the services/activities.
- v) Once the services/activities to be outsourced are identified, the minimum qualifying criteria, the deliverables (expected service levels), performance monitoring standards and liabilities in case of non-performance shall be unambiguously determined and approved by the Head of Wing.
- vi) The tender form and the contract document shall be finalized with the approval of the Head of Wing depending upon the existing delegation of powers in the Nigam. Open tenders can then be invited and decided in a transparent manner through a competitive bidding process. A Model Draft Service Contract Document is placed at Annexure 'A' for illustration.
- vii) Where several offices of Nigam are located under one roof, the services/activities are to be outsourced for the building as a whole and the expenditure on such outsourcing shall be borne by the respective offices through the budget available for the purpose.
- viii) Where ever contract for services is awarded on the basis of competitive transparent bidding process no approval of Managing Director will be required, if the expenditure is within the sanctioned budget provision.
- ix) It shall be the responsibility of the organization to ensure that the agency engaged pays minimum wages as prescribed in the agreement by way of account payee cheque/bank draft/pay order. In case of default in this regard or any other deficiency/default in providing service, the organization shall terminate the agreement by giving fifteen days' notice.

- x) Wherever required, the organizations would move for adequate provisions in their budget for outsourcing of service/activities under the appropriate head.  
Necessary budget provision may be got made under the object head 'Contractual Service' in their respective major Head by the organizations in due course of time.
- xi) All the expenses for outsourcing of services shall be restricted within the sanctioned budget of the organization. No separate allocations shall be made on this account. It is made clear that this policy is meant only for outsourcing such services/activities for which no sanctioned posts are available.

### **PART-II-WHERE REGULAR POSTS EXIST**

- i) In emergent cases involving public interest, where the sanctioned vacant posts of Group C&D categories exists, the persons can be engaged, by sending requisition to the Employment Exchange and by advertisement in the newspapers, purely on contractual basis, initially for a period not exceeding six months or till the regularly selected candidates are appointed, whichever is earlier, on wages fixed by the Deputy Commissioner under the Minimum Wages Act.
- ii) In doing so, it should, however, be clearly stipulated in the advertisement and the requisition to the Employment Exchange as well as the offer letter that such engagement will be purely contractual in nature and can be terminated at any time without assigning any reason or prior notice and the persons so engaged shall have no right to claim either regularization or any other benefit of such engagement for any purpose in the office in which they are so engaged or in any other office of the Nigam.
- iii) For this, no approval of the Managing Director is required. If, however, higher wages are proposed to be paid, then approval of the Managing Director will have to be obtained giving proper justification.
- iv) During the period of contractual engagement, the Nigam shall, however, endeavour to fill up the vacant posts by regular method of recruitment prescribed in the rules.
- v) If for any reason, the process of recruitment of regular candidate (s) cannot be completed within the six months, then approval of the Managing Director shall be obtained giving full justification for engagement of the persons already engaged for a further period of six months or till the regular selected candidates are appointed, whichever is earlier. In this regard, proposal should be sent to Managing Director for consideration.
- vi) Wherever any organization has engaged any person on the basis of the existing outsourcing policy issued vide Memo No.Ch-58/SE/Admn./REG-86, dated 08.02.07, his engagement should not be extended beyond six months or till such time the person is engaged under this policy, whichever is earlier.

- vii) Whenever any person is engaged under this policy, the organization should enter into an agreement, signed by both the parties, which should unambiguously state that it is an engagement for a fix term and shall automatically cease on the expiry of the term without providing any claim to the person so engaged to any regularization of service or any consequential benefits. A draft of such model agreement is appended at Annexure-B.
  
- viii) In case of posts of a highly technical or professional nature, of any category, whether for reasons of unavailability for regular appointment or for reasons of continuous up-dation of knowledge or technology, if it is decided to fill up the post on contractual basis, a speaking order will be passed by the head of wing on the file. Such term engagement will be at Deputy Commissioner's rates wherever applicable, under the Minimum Wages Act, or up to minimum basic pay of the pay scale prescribed for that post, plus allowances, as the case may be, for a period not exceeding one year, for which approval of the Managing Director will not be required. If however, higher pay or wages are proposed to be paid during the period of such engagement, then approval of the Managing Director shall be obtained giving full justifications.

## ANNEXURE-A

### SERVICE AGREEMENT

THIS AGREEMENT is made on this.....day of.....,2006, between the Governor of Haryana acting through..... Department, Government 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 M/s \_\_\_\_\_, a company registered under the Companies Act, 1956/a partnership firm constituted between....., having its place of business or registered office at .....acting through.....its Managing Director/Partner (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing ..... Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

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

#### 1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider-

1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall 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 this agreement ;

1.2 has 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 this agreement and to the satisfaction of the Government ;

1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies ;

1.4 has complied with and obtained necessary permissions/licences/ authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

#### 2. OBLIGATIONS OF THE SERVICE PROVIDER

(a) The Service Provider shall operate and provide services to the Department at its various sites on..... Days a week from.....am. to .....p.m. List of services and the material are as prescribed in Annexure 'A'.

(b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Department from time to time.

- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the Department 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 reports to the Department.
- (e) 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 Department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

### 3. TERMS OF PAYMENT

- (a) Fees and charges for the services to be rendered are at Annexure 'B' as agreed to between the parties.
- (b) All payments made by the Department 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 this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed 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 laws.
- (d) The Service Provider will have to produce the register of wages or the register of wages-cum-master roll of the preceding month along with the bill to be submitted on the ..... day of every calendar month for verification to the nominated official of Department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

### 4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Department to verify and 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 Department's option, would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Department shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that 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 Department. Department 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.



- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the Department 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 reports to the Department.
- (e) 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 Department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

### 3. TERMS OF PAYMENT

- (a) Fees and charges for the services to be rendered are at Annexure 'B' as agreed to between the parties.
- (b) All payments made by the Department 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 this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed 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 laws.
- (d) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the ..... day of every calendar month for verification to the nominated official of Department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

### 4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Department to verify and 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 Department's option, would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Department shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that 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 Department. Department 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 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 all its operations and expenses in connection with its functions under this agreement in the manner specified by the Department.
- (b) The Service Provider shall forthwith upon being required by the Department, allow Department or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Department to correct any 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 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 these 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.

**12. TERM**

This agreement shall be effective for a period of ..... years with effect from ..... upto ..... and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

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 assignment 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
.....	.....
.....	.....

17. 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 Department and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

**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 of 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 this agreement.

**26. TWO COUNTERPARTS**

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and

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 SUBSCRIBER 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:   | Signature:                        |
|    | Name:        | Name:                             |
|    | Date:        | Date:                             |
|    | Designation: | Designation:                      |
| 2. | Signature    |                                   |
|    | Name:        |                                   |
|    | Date:        | For and on behalf of the<br>DHBVN |
|    | Designation: |                                   |

SIGNED, SEALED AND DELIVERED

WITNESSES

- |    |            |  |
|----|------------|--|
| 1. | Signature: | Signature:                                   |
|    | Name:      | Name:  |
|    | Date:      | Date:  |
|    | Address:   | Address:                                     |
| 2. | Signature: |  |
|    | Name:      |  |
|    | Date:      | For and on behalf of the<br>Service Provider |
|    | Address:   |  |

**ANNEXURE-B**  
**SERVICE AGREEMENT**

THIS AGREEMENT is made on this ..... day of ..... 2006 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 repugnant to the context, be deemed to include its successors in office and assignees) of the first part and Shri ..... S/o ..... resident of ..... District ..... (hereinafter referred to as "person" of the second part.

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

AND WHEREAS 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 terms 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 of his service etc. in the Department where he has been engaged;





## **PART-B-WHERE REGULAR POSTS EXIST**

- I) In emergent cases involving public interest, where the sanctioned vacant posts of Group C&D categories exists, term engagements can be made for a period not exceeding six months of wages fixed by the DC under the Minimum Wages Act, for which no approval of M.D. shall be required. If however, it is proposed to pay higher wages, then approval of M.D. will have to be obtained, giving proper justification. During these six months the Nigam will endeavour to make regular appointment.
- II) In case of persons already engaged on contract by some organizations, against sanctioned vacant posts of any category, they will be considered having been engaged under this policy, on terms engagements for a period of six months from the date of notification of this policy, or the period of the term entered upon by the parties, whichever is less, during which the Nigam will endeavour to fill up the posts on regular basis by the following due procedure. The present incumbents may also be considered for regular appointment, if they full fill the prescribed qualifications.

Provided that if for any reason, the process of recruitment cannot be completed within six months then approval of M.D. shall be obtained, giving justifications, for term engagement for a further period of six months.

- iii) In case of persons already engaged on contract, by some organizations, where no such posts exists, the engagements shall be deemed to have been made under this policy for a period of six months or the term of engagement, entered upon by the parties whichever is less. After the expiry of this period, however, the Nigam shall float tender for services/activities as laid down in this policy.
- iv) Whenever a term engagement is resorted to, whether against a sanctioned vacant post, or otherwise, the Nigam should enter into an agreement, signed by both the parties which should unambiguously state that it is an engagement for a fixed term and shall automatically cease on the expiry of the terms without providing any claim to the person so engaged to any regularization of service or any consequential benefits. A draft of such model agreement is appended at Annexure 'B'.
- v) In case of posts of a highly technical or professional nature, of any category, whether for reasons of unavailability of suitable persons for regular appointment or for reasons of continuous updation of knowledge or technology, if it is decided to fill the post on term engagement, a speaking order will be passed by the Head of Wing on the file. Such term engagement will be at Deputy Commissioner's rates wherever applicable, under the Minimum Wages Act, or upto minimum basic pay of the pay scale prescribed for that post, plus allowances, as the case may be, for a period not exceeding one year, for which approval of the M.D. will not be required. If however, higher pay/wages are proposed to be paid during the term engagement, then approval of the M.D. may be obtained giving full justifications.
- ix) This policy shall, however, not apply in respect of the Computer Professionals/ Data Entry Operators, who are engaged through HARTRON Informatics Limited (H.I.L.) and such engagements shall continue to be governed by the existing policy dated 06.11.2001, issued and as amended from time to time by Department of Information Technology.