

This agreement is executed on this day of ..... at Jalandhar between M/s ....., (hereinafter called the FIRST PARTY) which expression shall include his legal heirs, representatives, executors and successors;

AND

DAV University, Village Sarmastpur, Jalandhar – Pathankot Highway, Jalandhar, through its Registrar (hereinafter called the SECOND PARTY) which expression shall include its successors & assigns.

WHEREAS the First Party has been shortlisted by the Committee constituted by the Second Party by following the proper procedure to provide **Security Services** in campus and out campus locations of DAV University, Jalandhar for the safety & security of the bonafide students, faculty, staff & guests of the Second Party on the terms & conditions mutually agreed upon by both the parties.

### **Terms & Conditions**

#### **A. GENERAL CONDITIONS**

1. That the Agreement will be for One Academic Session (.....) w.e.f. ....
2. That the First Party will have to deposit an amount of Rs. ....- to Second Party, which would be retained by the Second Party as security amount. The security amount would be returned upon expiry of the term after the final settlement of payments and damages to property of the Second Party, if any. No interest is payable on the retained Security.
3. The First Party must be registered with EPF, ESI and Service Tax departments and if not registered should register within two weeks from the date of signing of contract.
4. The manpower provided by the First Party shall be deemed to be the employees of the First Party. The Second Party shall not be responsible for any of the statutory liabilities or otherwise under any law that may arise concerning service of workers provided by the said First Party. If any statutory liability which is paid as per annexure P-1 (Latest Notification of Minimum Wages prescribed by Punjab Government) duly signed attached regarding employees of First Party is imposed on Second Party by any law in force, the same shall be deducted from the First Party's payment. The First Party will be responsible for compliance with all the laws and regulations pertaining to the personals provided.
5. The First Party shall issue identity card on its own and trading style to its personnel deputed for rendering the said services bearing their photographs. Cost of the photograph and identity card shall be borne by the First Party. First Party shall also provide Badges and will ensure that are worn by each workmen. The Second Party may refuse the entry into its premises to any personnel of the First Party not wearing uniform, badges and having identity cards.
6. They shall also be issued identity cards by the First Party after proper police verification of every individual and his/her antecedents. The cards should be shown on demand by any inspecting officer of the Second Party during the duty hours. A copy of the same will have to be deposited in the office of Registrar for record. If there is any charges for police verification, the same will be borne by the First Party.

#### **B. SCOPE OF WORK**

1. The First Party will have to provide Security Staff (Security Supervisors ..... Persons, Security Guards (Male) ..... Persons, Security Guards (Female) ..... Persons, Gunman Male for Night ..... Person) for In Campus and Out Campus Security Service.
2. The Second Party, if necessary, can ask for additional or reduce the number of manpower as and when required on the same rate, terms & conditions and the First Party has to furnish the requirement and make adjustments accordingly within seven days' time of such requirement.
3. The First Party shall decide and submit in writing the modus operandi as to engage men/machinery by him to render proper and efficient security services and to confirm to the prescribed standard of safety and security of men and material of the Second Party.
4. The workers employed preferably should be from army/police/ central service background and well-built with no physical disability. No person above 55 years can be employed.
5. The Security Staff will be responsible for the safety of the assets of the Second Party and till such time the First Party through its security staff shall ensure that, no belonging(s) of the Second Party are permitted to be removed from the University without prior and proper approval of the authorities of the Second Party.

6. The First Party shall be responsible for the security of the University from any sort of danger from men and material, as well as manpower, faculty, staff and students on the campus in general and will curb any unlawful activity on the campus.
7. The First Party shall also be responsible for the security of the University out-campus hostels, which includes, Security Cover of Executive Director's Residence.
8. During the duty hours, the workers so provided shall wear uniform as prescribed and display their name plates issued by their respective employer on the chest at all the times.
9. The worker once appointed for this purpose will not be changed by the First Party without prior approval of the competent authority of the Second Party.
10. The First Party shall be responsible for the security inside the University campus and for the out campus locations.
11. The First Party shall not appoint any sub-Party nor sublet the job to carry out any or all obligations under the contract.
12. The First Party shall coordinate with the person/officer authorized by the Second Party for all work/assignments relevant to the agreement and shall be responsible for the general conduct and discipline of the employees.
13. The First Party shall provide an authorized representative to be available at the campus of Second Party on all working days during office working hours and would even otherwise be readily available, as and when, required to solve or attend to any matter, dispute or complaint if any arising out of the services being rendered by the First Party under this agreement. The name of such authorized representative shall be intimated in writing within seven days of signing the contract agreement to the Second Party. Contact details of authorized representative along with authorization letter must be submitted by the First Party to Second Party.
14. The Second Party will install Biometric Machine/s for marking the attendance at the main Gate of the University. It is compulsory for the employees of the First Party to mark the biometric attendance at their entry/exit in the University. The payment of bills will be released as per the biometric attendance.
15. The First Party will depute his teams for the trainings of Disaster Management as and when notified by the Second Party and list of trained employees must be submitted by the First Party to the office of the Registrar.
16. The employees of the First Party are not allowed to use the Mess Hall.
17. The First Party shall give weekly rest to their employees during the off days in the University on rotational basis. The roster for the same may be prepared with help of concerned In-charge and submit the same to the office of the Registrar.

### **C. SPECIAL CONDITIONS**

1. The First Party shall have to provide to all the security staff as required by Second Party, with facilities like summer and winter uniforms with accessories etc. at his own expense. The name of the Second Party with its logo must be stitched or affixed on the Uniform of all the staff.
2. All employees employed by the First Party for rendering services hereunder shall be the employees of the First Party only, and the First Party shall be solely liable and responsible for timely payment of all dues to such employees, including without limitation, salaries, wages, and other dues. All person engaged in providing services under this agreement, shall be under direct control and supervision of First Party. They shall not deemed to be the employees of the Second Party and shall have no relationship of an employer and an employee or master-servant with Second Party. Hence they would not be entitled to raise any dispute, demand or claim against the Second Party and shall in no case be entitled to any benefit monetary or otherwise which may be admissible to the employees of the Second Party.
3. It will be mandatory for each staff to have the name plate and logo of the Second Party on the uniform
4. First Party shall promptly pay all undisputed claims, dues and wages to all its employees providing services under this agreement. Second Party shall have the right to require from First Party to submit satisfactory evidence of payment of dues/salaries and wages to its employees and payment of other statutory provision such as E.P.F, E.S.I, etc. Any deviation in this regard will lead to breach of the agreement on the part of the party to the second part and may lead to the termination of the agreement.
5. The First Party should organize orientation programs, to facilitate the EPF, ESI queries of their employees.
6. First Party shall be liable and responsible for meeting all liabilities of the employees employed by him for providing security services hereunder and meet such liabilities in a timely manner in compliance with all applicable laws. First Party shall submit satisfactory evidence of payment of such liabilities.
7. Second Party shall not be liable for any communication, redresser, wages, and salaries of the employees of First Party.

8. Second Party may seek withdrawal of an employees of First Party in case, he is involved in theft, fraud, non-performance and acts of moral turpitude. Second Party shall brief First Party with full details in such cases in writing and First Party shall take appropriate action forthwith for withdrawal of such employees within two days of making such reference.
9. The First Party shall have complete administrative control over his employees. First Party shall have exclusive right to engage any person, transfer any person, sanction the leaves of any person, impose any condition for engagement, take any disciplinary action against any person or reward any such person for efficiency at work, etc, with intimation to the Second Party. First Party shall consult with Second Party before effecting any transfer of its staff and action on its staff. However the decision of the First Party shall be final and binding in this regard.
10. First Party shall be solely responsible to settle any claims being raised by any of its employee's and/or by their legal representatives because of death of an employee or on account of an accident leading to disability being caused to him in course of rendering of services during his employment on locations of Second Party or otherwise under this agreement. First Party shall indemnify and keep Second Party harmless against all legal costs and consequences arising from the above claims.
11. It is agreed between the parties that this Agreement entered into between them is strictly on a principal-to-principal basis and not of creating any employment. Under no circumstances shall Second Party be deemed to have directly instructed, communicated or corresponded with any of the First Party's employees in relation to Service under this Agreement.
12. First Party shall immediately apply and obtain license as required under The Contract Labour (R&A) Act, 1970 and shall comply with all terms and conditions thereof strictly and shall get the license renewed from time to time throughout the currency of this agreement, provided the number of employees engaged are less than 20. The First Party shall also obtain all registration(s)/permission(s), etc. which are/may be required under any labour or other statutes for providing the services under this agreement.
13. The First Party shall maintain all registers required under various enactments, which may be inspected by the Second Party as well as appropriate authority. The cost of the stationery will be borne by the First Party.
14. First Party warrants that all services under the Agreement shall be performed in strict compliance with all applicable laws including but not limited to the Minimum Wages Act, Employees State Insurance Act, Employee's Provident Fund Act and Payment of Bonus Act as also to any other order, ordinances, notifications, rules, regulations, legislation or provision of or having the force, whether Central, State, Municipal or otherwise, related to or pertaining to the execution or performance of the Services under this Agreement. First Party shall execute and deliver to Second Party documents as may be required to effect to evidence such compliance.
15. The First Party shall provide to the Second Party with copies of all documents, receipts, challans, returns, etc. confirming the compliance of statutory benefits necessarily be made available to the employees of the First Party deployed at the premises of the Second Party, such as records pertaining to the payment of earned wages E.P.F, E.S.I, Gratuity, etc.
16. Second Party shall provide the list of names of the employees along with their respective ESIC and EPF numbers it proposes to deploy at the premises of the First Party. The Second Party further undertakes to deposit the contributions of its Employees regularly and within time frame prescribed under the above acts. The Second Party further undertakes to give the First Party copies of challans for the previous month as proof of their depositing the specific EPF and ESI contributions by them with the concerned bank in respect of the employees posted at First Party.
17. The Second Party shall furnish a due compliance certificate/undertaking by the 20<sup>th</sup> of every month in favour of the First Party, certifying that the Second Party is complying with all statutory provisions, First Party shall also have a right to check/verify records' maintained by the Second Party in this respect.
18. The First Party will not be held responsible for damages, due to natural calamities.
19. It is mandatory for the First Party to open the bank account of each staff deployed on duty for the Second Party, for salary transfer into the bank account of the respective staff of the First Party.
20. The Second Party reserves the right to amend the terms and conditions as specified in this Agreement as and when circumstances warrant with the mutual acceptance of both the parties.
21. The First Party must have valid license from PPSA for providing security services.

#### **D. BILLS AND PAYMENT**

1. That in consideration of the services rendered by the First Party, the Second Party agrees to pay an amount as per the bill raised by the First Party for the preceding month for the services rendered as per rates mutually settled after the complete verification of the attendance and the submitted bills.

2. The First Party will raise monthly bill as per the attendance and submit the same along with all the related documents (Wage/Salary Roll, PF ECR, PF Challan, ESI ECR, ESI Challan, Bank disbursement sheet as proof of salary payment, wage/salary roll serial numbers should be mentioned on both ECRs and disbursement sheet) by or before 15<sup>th</sup> of every month. The payment of the same will be released by or before 10<sup>th</sup> of next month subjected to the submission of correct bill along with the attendance sheet and other related documents.
3. The salary of the staff/employees of the First Party must be disbursed by or before 10<sup>th</sup> of every month.
4. In case of any dispute or discrepancy the salary bill will be cleared only after resolving all the disputes and discrepancies.
5. No advance or credit will be given to the staff of First Party by the Second Party.
6. The unit rates quoted by the First Party in accordance to the Minimum Wages prescribed by Punjab Govt. are as below which will be applicable till the contract is valid:

Particulars	Highly Skilled	Skilled	Semi-Skilled	Un-skilled
Minimum Wages as per Punjab Govt.				
EPF@13%				
ESI@3.25%				
Admin Charges (if any)				
Total				

7. No bonus/special allowance/uniform allowance will be paid by the Second Party.
8. GST will be as applicable
9. The rate should be of 8 (Eight) hour shift duty for one shift a day for all days in a month as per the shift timings prescribed by Second Party. No person of the First Party will work for two shifts continuously under normal circumstances, if due to some contingency it is required then it must be with the consent from any competent authority of the Second Party.
10. The Second Party shall not be responsible for payment of salary to the workers individually. In the event of breach of any labor Laws or civil laws, it shall be responsibility of the First Party to face any legal consequences thereof.
11. The First Party will have to submit proof of payment of EPF and ESI with the bill to claim the same from the Second Party.
12. The parties undertakes to reconcile all accounts and outstanding on a calendar quarterly basis. Upon quarterly reconciliation and manual acknowledgement of outstanding, no further claims of duties shall be entertained by Second Party.
13. The First Party has to pay the salary to his workers and after that Second Party will reimburse the salary bills to the First Party.

#### **E. DEFAULTS, PENALTIES AND DISPUTE SETTLEMENT**

1. First Party agrees to indemnify Second Party for any claim or payment of statutory dues and employees liabilities, settled for or on behalf of the First Party.
2. First Party shall defend and hold harmless Second Party and its Trustees, Officers, employees and agents for and against any and all losses, liabilities, claims, obligations, costs, expenses (including reasonable attorney fees) which result from any acts of omission and commission by First Party or its employees which arise in connection with or are in any ways lead to claims by third parties.
3. This document is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between Second Party and First Party. First Party shall not represent or hold himself out as agent of Second Party except to the extent provided under this Agreement. This agreement is for providing Security services and is not an agreement for the supply of contract labour.
4. This agreement may be renewed by mutual consent of the parties hereto for such period as may be determined.
5. Second Party shall be entitled to forthwith terminate this Agreement by a notice in writing upon the occurrence of the following events:
  - i. Insolvency of FIRST PARTY; or
  - ii. First Party ceasing to function as a concern; or
  - iii. First Party being declared bankrupt in liquidation, whether compulsory or voluntarily; or
  - iv. Any change in the ownership or control of First Party : or
  - v. Failure to conform to, or breach by First Party of any applicable law;
6. In the event of a termination Second Party shall pay First Party all undisputed amounts due and not previously paid to First Party for Services rendered in accordance with the terms of the Agreement. On termination or expiry of this agreement.

7. Each party shall abide by and uphold all rights and obligations accrued or existing as on the terminating date.
8. The applicable law governing this Agreement shall be laws of India and the courts of Jalandhar, Shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.
9. Any claim arising out of or attributable to the interpretation or performance of this Agreement, which cannot be resolved by negotiation shall be considered a dispute within the meaning of this Clause. If for any reason Second Party and First Party are unable to resolve a claim for an adjustment, First Party shall notify Second Party in writing that a dispute exist and request a final determination by Second Party. Any such request by First Party shall be clearly identified by reference to this clause and shall summarize the facts in dispute and First Party's proposal for adjudication.
10. Second Party and First Party shall meet for negotiation at a mutually agreed time and place. The parties shall endeavor to settle the claim through discussions, but if the matter is not resolved within 15(Fifteen) calendar days from the commencement of such negotiations, the parties shall consider resolution of the dispute through arbitration.
11. All disputes and differences of any kind whatsoever arising out of or in connection with this agreement that is not resolved shall be referred to arbitration. The arbitration proceeding shall be held in the registered office of the Second Party by an arbitrator who shall be appointed by DAV Managing, New Delhi. The written decision of the arbitrator shall be final and binding on both the parties. The rule of Arbitration and Conciliation Act, 1996 as amended up to shall apply.
12. If any violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code is observed in the working of the First Party through the deputed staff the following procedure will be followed in imposing the penalty on the First Party.
  - a. In the case of first instance of observed violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, the penalty of Rs. 5000/- will be imposed along with warning letter, if there will be any monetary loss to the Second Party the same amount will be recovered from the dues of the First Party as and when becomes due.
  - b. In the case second instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, the Second Party will impose fine of Rs.10,000/- and in addition to this Second Party will recover double the amount of loss suffered.
  - c. In case third instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, the Second Party will impose fine of Rs.20,000/- and in addition to this Second Party will recover double the amount of loss suffered. The amount of such fine shall be recovered from the amount due of the First Party.
  - d. In case of irregularities in duties and absence without any information and prior approval from the Second Party or replacement of staff of similar trait, penalty will be equivalent to the double of the wages of the absent period of the respective staff.
  - e. The penalties will be recovered from the First Party.
13. If it is found again there is violation of the terms and conditions and other reasons of defaults as specified in the points a, b, c and d above, after the three instances given by the Second Party, the Second Party shall have right to terminate the contract and recover the amount of loss with the immediate effect without giving any notice to the said First Party and the security amount will be forfeited. The First Party shall not have any right to claim damages or otherwise whatsoever.
14. In the event of the any dispute with regard to any of the term(s) and/or conditions of this agreement, the same shall be referred to the competent person appointed by the Management of Second Party, DAV College Trust & Managing Committee, New Delhi as sole arbitrator and his/her decision thereon shall be final and binding on both the parties.

We agree with the terms & conditions as mentioned above.

Signatures of Contractor