

## **Terms & Conditions for Providing Allied Services (Drivers & Bus Conductors-cum-peons-cum-Peons)**

### **A. GENERAL COINDITIONS**

1. That the Agreement will be for **One Academic Session (2019-20)**.
2. That the Contractor will have to deposit an amount of Rs. 1,50,000/- to DAV University, which would be retained by the DAV University 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 DAV University, if any. No interest is payable on the retained Security.
3. The Contractor 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 the contract.
4. The manpower provided by the Contractor shall be deemed to be the employees of the Contractor. The DAV University 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 Contractor. 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 Contractor is imposed on DAV University by any law in force, the same shall be deducted from the Contractor's payment. The Contractor will be responsible for compliance with all the laws and regulations pertaining to the personals provided.
5. The Contractor 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 Contractor. Contractor shall also provide Badges and will ensure that are worn by each workmen. The DAV University may refuse the entry into its premises to any personnel of the Contractor not wearing uniform, badges and having identity cards.
6. They shall also be issued identity cards by the Contractor after proper police verification of every individual and his/her antecedents. The cards should be shown on demand by any inspecting officer of the DAV University during the duty hours. A copy of the same will have to be deposited in the office of Registrar for record

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

1. The Contractor will have to provide 10-12 drivers, 8-10 conductors-cum-peons-cum-peons for the smooth operation of transport facility meant for the faculty, staff and students.
2. The DAV University, if necessary, can ask for additional or reduce the number of manpower as and when required on the same rate, terms & conditions and the Contractor has to furnish the requirement and make adjustments accordingly within seven days' time of such requirement.
3. The Contractor will provide the drivers with minimum qualification from 5<sup>th</sup> to 10<sup>th</sup> passed and they should possess license of driving HTV and conductors-cum-peons should have minimum qualification Class 10<sup>th</sup> /12<sup>th</sup> passed. The documents of the Drivers and Conductors-cum-peons must be provided and verified by the DAV University.
4. The drivers should be below the age of 50 years and conductors-cum-peons should be between the age group of 18-40 years
5. The Contractor through its staff will maintain the up-keeping of the busses, cleaning of the busses in the manner desired by the concerned authority of the DAV University. If there is any problem in the vehicle it must be reported immediately to the concerned person. The driver(s) should not be found doing rash driving and must maintain the average mileage of their respective bus as given to them by the concerned person of the DAV University. The driver and conductor should not be found misbehaving with the faculty, staff and students travelling in their bus rather they should behave in very cordial and respectful manner.
6. The DAV University, if necessary, can ask for additional or reduce the number of manpower as and when required on the same rate, terms & conditions and the Contractor has to furnish the requirement and make adjustments accordingly within seven days' time of such requirement.
7. The Contractor shall decide and submit in writing the modus operandi as to engage men/machinery/material by them to render proper and efficient services and to confirm to the prescribed standard of services of drivers and conductors-cum-peons to the DAV University.
8. The Contractor shall ensure that all persons employed/deployed by them at the DAV University shall be efficient, skilled honest and well conversant with the nature of work.
9. The staff once appointed for the work assigned as given in the agreement will not be changed by the Contractor without prior approval of the competent authority of the DAV University.
10. 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.
11. The Contractor shall attend to complaints relating to their services received from the Students/Teachers and shall devise a system whereby such complaints when brought to the Contractor will be attended promptly by him or his employees.
12. The Contractor shall provide the services on all days during the period contract as per the requirement of the DAV University.
13. The Contractor shall not neither appoint any sub-Party nor sublet the job to carry out any or all obligations under the contract.

14. The Contractor shall coordinate with the person/officer authorized by the DAV University for all work/assignments relevant to the agreement and shall be responsible for the general conduct and discipline of the employees.
15. The Contractor shall provide an authorized representative to be available at the campus of DAV University 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 Contractor under this agreement. The name of such authorized representative shall be intimated in writing within seven days of signing the contract agreement to the DAV University.
16. The regularity of the performance of the services will be the essence of this agreement and shall factor of this agreement. The Contractor shall take all possible steps to ensure to maintain the desired level of services of drivers and conductors-cum-peons as determined by the DAV University.
17. The DAV University will provide all the material required for the maintenance of busses and horticulture/gardening/landscaping, etc. Contractor shall undertake and assures the DAV University that they will provide proper and efficient services in the predetermined schedule of time. Besides services will also be rendered by the Contractor as and when desired by the DAV University though it may not be as per schedule on charges as may be agreed to separately.
18. The conductors-cum-peons will work as peons also during the DAV University working hours. The conductors-cum-peons will be on duty on all the days of the month except on Sundays and drivers will be on duty on rotational basis on Sundays in lieu of holidays on 1<sup>st</sup> and 3<sup>rd</sup> Saturday of the month in the DAV University. The DAV University will not be paying any relieving charges or overtime charges to the staff of the Contractor.
19. The Contractor shall attend to complaints relating to their area of services and shall devise a system whereby such complaints when brought to the Contractor will be attended promptly by him or his employees.
20. The Contractor shall coordinate with the person/officer authorized by the DAV University for all work/assignments relevant to the agreement and shall be responsible for the general conduct and discipline of the employees.

### **C. SPECIAL CONDITIONS**

1. The Contractor shall have to provide to all the staff for allied services of drivers and conductors-cum-peons as required by DAV University, with facilities like summer and winter uniforms with accessories etc. at his own expense. The name of the DAV University with its logo must be stitched or affixed on the Uniform of all the staff.
2. All employees employed by the Contractor for rendering services hereunder shall be the employees of the Contractor only, and the Contractor 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 Contractor. They shall not deemed to be the employees of the DAV University and shall have no relationship of an employer and an employee or master-servant with DAV University. Hence they would not be entitled to raise any dispute, demand or claim against the DAV University and shall in no case be entitled to any benefit monetary or otherwise which may be admissible to the employees of the DAV University.
3. It will be mandatory for each staff to have the name plate and logo of the DAV University on the uniform
4. Contractor shall promptly pay all undisputed claims, dues and wages to all its employees providing services under this agreement. DAV University shall have the right to require from Contractor 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. Contractor shall be liable and responsible for meeting all liabilities of the employees employed by him for providing the services hereunder and meet such liabilities in a timely manner in compliance with all applicable laws. Contractor shall submit satisfactory evidence of payment of such liabilities.
6. DAV University shall not be liable for any communication, redresser, wages, and salaries of the employees of Contractor.
7. DAV University may seek withdrawal of an employees of Contractor in case, he is involved in theft, fraud, non-performance and acts of moral turpitude. DAV University shall brief Contractor with full details in such cases in writing and
8. Contractor shall take appropriate action forthwith for withdrawal of such employees within two days of making such reference.
9. The Contractor shall have complete administrative control over his employees. Contractor 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, without any interference from DAV University. Contractor shall consult with DAV University before effecting any transfer of its staff and action on its staff. However the decision of the Contractor shall be final and binding in this regard.

10. Contractor 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 DAV University or otherwise under this agreement. Contractor shall indemnify and keep DAV University 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 DAV University be deemed to have directly instructed, communicated or corresponded with any of the Contractor's employees in relation to Service under this Agreement.
12. Contractor 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 Contractor 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 Contractor shall maintain all registers required under various enactments, which may be inspected by the DAV University as well as appropriate authority. The cost of the stationery will be borne by the Contractor.
14. Contractor 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. Contractor shall execute and deliver to DAV University documents as may be required to effect to evidence such compliance.
15. The Contractor shall provide to the DAV University with copies of all documents, receipts, challans, returns, etc. confirming the compliance of statutory benefits necessarily be made available to the employees of the Contractor deployed at the premises of the DAV University, such as records pertaining to the payment of earned wages E.P.F, E.S.I, Gratuity, etc.
16. Contractor 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 DAV University. The Contractor further undertakes to deposit the contributions of its Employees regularly and within time frame prescribed under the above acts. The Contractor further undertakes to give the DAV University 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 DAV University.
17. The Contractor shall furnish a due compliance certificate/undertaking by the 20<sup>th</sup> of every month in favour of the DAV University, certifying that the Contractor is complying with all statutory provisions, DAV University shall also have a right to check/verify records' maintained by the Contractor in this respect.
18. The Contractor will not be held responsible for damages, due to natural calamities.
19. It is mandatory for the Contractor to open the bank account of each staff deployed on duty for the DAV University, for salary transfer into the bank account of the respective staff of the Contractor.
20. The DAV University 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.

#### **D. BILLS AND PAYMENTS**

1. That in consideration of the services rendered by the Contractor, the DAV University agrees to pay an amount as per the bill raised by the Contractor for the preceding month for the services rendered as per rates mutually settled after the complete verification of the attendance and the submitted bill.
2. The Contractor will raise monthly bill on 1st day of the month. The client will check the amount of bill and verify as per actual attendance during the previous month and payment shall be released subjected to the submission of correct bill along with the attendance sheet.
3. The payment of bills received upto 10<sup>th</sup> of every month will be paid by 21<sup>st</sup> of the same month and bills received after 10<sup>th</sup> and upto 25<sup>th</sup> will be paid by 7<sup>th</sup> of the next month
4. In case of any dispute or discrepancy the salary bill will be cleared only after resolving all the disputes and discrepancies.
5. The payment of the salary of the succeeding month will be subjected to the submission of the deposit slip of the EPF/ESI amount calculated upon the salary of the preceding month, this clause must be strictly adhered to by the Contractor
6. No advance or credit will be given to the staff of Contractor by the DAV University.
7. Any increase in wages will be subject to the performance of the services & it will be from the date of submission of application by Contractor for any revision with documentary evidence on pro-rata basis and it must be in coherence to revision made in minimum wages by Punjab Government
8. The unit rate should be in accordance to the Minimum Wages prescribed by Punjab Govt.
9. No bonus/special allowance/uniform allowance will be paid by the DAV University.
10. GST extra as applicable.

11. It is left on the sole discretion of the Contractor, for how many hours they engage their staff, but the attendance must be submitted by the Contractor on daily basis which will be verified by the concerned person authorized by the DAV University.
12. In case, the University buses do not ply due to holidays/ academic off or any exigency, the Contractor will claim monthly salary bill without any deduction for above period. However, the out-sourced staff can be assigned any task during the period without any additional payment, subject to verification of attendance of working days.
13. The DAV University 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 Contractor to face any legal consequences thereof.
14. The Contractor will have to submit proof of payment of EPF and ESI with the bill to claim the same from the DAV University.
15. 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 the DAV University.
16. The Contractor has to pay the salary to his workers and after that DAV University will reimburse the salary bills to the Contractor.
17. Minimum 26 days salary will be paid to the Contractor and the Contractor has to pay the same to his worker, leaves taken by the worker will be deducted from the salary.

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

1. Contractor agrees to indemnify DAV University for any claim or payment of statutory dues and employees liabilities, settled for or on behalf of the Contractor.
2. Contractor shall defend and hold harmless DAV University 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 Contractor 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 DAV University and Contractor. Contractor shall not represent or hold himself out as agent of DAV University except to the extent provided under this Agreement. This agreement is for providing the allied 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 by the parties.
5. DAV University shall be entitled to forthwith terminate this Agreement by a notice in writing upon the occurrence of the following events:
  - a. Insolvency of CONTRACTOR; or
  - b. Contractor ceasing to function as a concern; or
  - c. Contractor being declared bankrupt in liquidation, whether compulsory or voluntarily; or
  - d. Any change in the ownership or control of Contractor : or
  - e. Failure to conform to, or breach by Contractor of any applicable law;
6. In the event of a termination DAV University shall pay Contractor all undisputed amounts due and not previously paid to Contractor for Services rendered in accordance with the terms of the Agreement. On termination or expiry of this agreement. In case the contract is terminated on the reasons recorded in para five above the security amount deposited by the Contractor will be Forfeited by the DAV University.
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 DAV University and Contractor are unable to resolve a claim for an adjustment, Contractor shall notify DAV University in writing that a dispute exist and request a final determination by DAV University. Any such request by Contractor shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Contractor's proposal for adjudication.
10. DAV University and Contractor 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 DAV University 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 negligence or theft/burglary or misconduct or if any staff is found under the effect of liquor or causes loss due to the rash driving of the driver or loss is caused due to casual

approach in the maintenance of buses or irregularities in the duties is observed in the working of the Contractor through the deputed staff the following procedure will be followed in imposing the penalty on the Contractor.

- a. In the case of first instance of observed violation of terms & conditions or negligence or theft/burglary or misconduct or any staff found under the effect of liquor or the loss due to the rash driving of the driver or loss due to casual approach in the maintenance of buses or irregularities in the duties, warning letter will be issued, if there will be any monetary loss to the DAV University the same amount will be recovered from the dues of the Contractor 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 liquor or the loss due to the rash driving of the driver or loss due to casual approach in the maintenance of buses or irregularities in the duties, the DAV University will impose fine of Rs.5,000/- and in addition to this DAV University will recover double the amount of loss suffered. The amount of such fines shall be recovered from the amount due of the Contractor.
  - 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 liquor or the loss due to the rash driving of the driver or loss due to casual approach in the maintenance of buses or irregularities in the duties, the DAV University will impose fine of Rs.10,000/- and in addition to this DAV University will recover double the amount of loss suffered. The amount of such fines shall be recovered from the amount due of the Contractor.
  - d. In case of irregularities in duties and absence without any information and prior approval from the DAV University 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 Contractor.
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 DAV University, the DAV University shall have right to terminate the contract and recover the amount of loss with the immediate effect without giving any notice to the Contractor and the security amount will be forfeited. The Contractor 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 DAV University, DAV College 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 Bidder