

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 **Housekeeping Staff and Gardeners** in campus and out campus locations of DAV University, Jalandhar 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 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 GST 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. 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 for any reason, the Second Party is made to pay any of the statutory liability to be paid, as per annexure P-1 (Latest Notification of Minimum Wages prescribed by Punjab Government) duly signed attached regarding employees of First Party, the equivalent amount shall be deducted from the First Party's bill payments. 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. Second Party may refuse the entry into its premises to any personnel of the First Party not wearing uniform, badges and not having identity cards.

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

1. The First Party will have to provide ..... housekeeping staff (Male/Female (Unskilled), ..... housekeeping staff (Male - Semi Skilled), and ..... Male Supervisor) for maintaining the desirable degree of standard of cleanliness and sanitation of Second Party campus as a whole and as well outside Campus settlements, free from germs causing diseases and all media which allow germs incubate such as dirt/waste and Mali ..... (High Skilled), ..... (Semi Skilled), ..... (Unskilled), for maintaining the green belt area of the in campus and out campuses of the Second Party.
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 be responsible for the cleaning, sanitation and hygiene of the campus of Second Party, which includes Administrative Buildings, Hostels, Library, Academic buildings, parking lots, basements, workshops, labs, grounds, STP, fields, etc., and the campus as a whole and out campus hostels.
4. The Mali should be minimum qualification Class 10<sup>th</sup> passed, trained in the field of gardening and they should be able to maintain the horticulture developed by the Second Party, they should take

care of watering the plants regularly, trimming of plants, shall develop raising of new plants as per the season, shall take care of landscaping of the campus, shall take care of the horticulture of out campuses of the Second Party also, shall maintain the agricultural land as per the directions of the concerned faculty from Department of Agriculture and they shall aim to promote healthy environment in the campuses of the Second Party by maintaining the green belt area beautiful.

5. To promote healthy environment and to ensure personal hygiene of the students, visitors, staff through cleanliness, the First Party shall carry out all cleaning work such as Sweeping and wet mopping of the reception area, general office area, cabins, corridor, rooms, etc with deodorant disinfects. Scrubbing, cleaning and mopping of the entire toilet floors with deodorant disinfectants and cleaning of washbasins, urinals and mirrors, cleaning of main entrance and wooden doors, window glasses from outside and inside. Cleaning of waste paper basket, telephone instrument, computers and dusting of partition, walls, wooden board, lecture stands, student desk, staff rooms, etc at regular interval throughout the day.
6. The Mali should be always found in maintaining the wedges, landscaping, developing and initiating new plantation and cleaning of the green belt area under the supervision of their concerned supervisor and authority of the Second Party.
7. The regularity of the performance of the services will be the essence of this agreement and shall factor of this agreement. The First Party shall take all possible steps to ensure to maintain the desired level of cleanliness, sanitation and hygiene as determined by Second Party from time to time.
8. 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.
9. The First Party 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 hygiene as the First Party will be solely responsible of maintaining cleanliness, hygiene and sanitation within Second Party Campus as well as outside Second Party Campuses.
10. The First Party shall ensure that all persons employed/deployed by them at Second Party shall be efficient, skilled honest and well conversant with the nature of work.
11. The staff once appointed for the work assigned as given in the agreement will not be changed by the First Party without prior approval of the competent authority of Second Party.
12. The First Party shall provide housekeeping services to Second Party in the areas and manners as discussed and agreed upon. First Party shall undertake and assures Second Party that they will provide proper and efficient services in the predetermined schedule of time. Besides services will also be rendered by the First Party as and when desired by Second Party though it may not be as per schedule on charges as may be agreed to separately.
13. During the duty hours, the workers so provided shall wear uniform as prescribed and display, at all the times, their name plates issued by their respective employer on the chest. They shall also be issued identity cards by the First Party after proper police verification of every individual and his/her antecedents. If there is any charges for Police verification, the same will be borne by the First Party. The cards should be shown on demand by any inspecting officer of Second Party during the duty hours. A copy of the same will have to be deposited in the office of Registrar for record.
14. The First Party shall attend to complaints relating to housekeeping received from the Students/Teachers and shall devise a system whereby such complaints when brought to the First Party will be attended promptly by him or his employees.
15. The First Party shall provide the services on all days during the period contract as per the requirement of Second Party.
16. The First Party shall not appoint any sub-Party nor sublet the job to carry out any or all obligations under the contract.
17. The First Party shall coordinate with the person/officer authorized by Second Party for all work/assignments relevant to the agreement and shall be responsible for the general conduct and discipline of the employees.
18. 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 along with authorization letter within seven days of signing the contract agreement to Second Party.

19. 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.
20. 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.
21. The employees of the First Part not allowed to use the mess Hall.

### **C. SPECIAL CONDITIONS**

1. The First Party shall have to provide the staff as required by Second Party, with facilities like summer and winter uniforms with accessories etc. at his own expense. The name of 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 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 Second Party and shall in no case be entitled to any benefit monetary or otherwise which may be admissible to the employees of Second Party.
3. It will be mandatory for each staff to have the name plate and logo of 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. Second Party shall not be liable for any communication, redresser, wages, and salaries of the employees of First Party.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. The First Party shall maintain all registers required under various enactments, which may be inspected by Second Party as well as appropriate authority. The cost of the stationery will be borne by the First Party.
13. 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.
14. The First Party shall provide to 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 Second Party, such as records pertaining to the payment of earned wages E.P.F, E.S.I, Gratuity, etc.
15. The First 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 Second Party. The First Party further undertakes to deposit the contributions of its Employees regularly and within time frame prescribed under the above acts. The First Party further undertakes to give the Second 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 Second Party.
16. The First Party shall furnish a due compliance certificate/undertaking by the 20<sup>th</sup> of every month in favour of the Second Party, certifying that the First Party is complying with all statutory provisions, Second Party shall also have a right to check/verify records' maintained by the First Party in this respect.
17. The First Party will not be held responsible for damages, due to natural calamities.
18. It is mandatory for the First Party to open the bank account of each staff deployed on duty for Second Party, for salary transfer into the bank account of the respective staff of the First Party.
19. 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.

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

1. That in consideration of the services rendered by the First Party, 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 bill.
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. 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 First Party
6. No advance or credit will be given to the staff of First Party by Second Party.
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 First Party 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 rates quoted by the First Party in accordance to the Minimum Wages prescribed by Punjab Govt. are as under:

Particulars	Highly Skilled	Skilled	Semi-Skilled	Un-skilled
Minimum Wages as per Punjab Govt.				

EPF@13%				
ESI@3.25%				
Admin Charges (If any)				
Total				

9. No bonus/special allowance/uniform allowance will be paid by the Second Party.
10. GST extra as applicable.
11. The rate quoted by the First Party shall be for the work of maintaining desired level of cleanliness, sanitation and hygienic atmosphere in Second Party and out campus settlements of Second Party. It is left on the sole discretion of the First Party, for how many hours they engage their staff, but the attendance must be submitted by the First Party on daily basis which will be verified by the concerned person authorized by Second Party. Second Party requires maintenance of desired level of cleanliness, sanitation and hygienic atmosphere in Second Party and out campus settlements of Second Party for which the First Party must be committed towards its adherence.
12. 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.
13. The First Party will have to submit proof of payment of EPF and ESI with the bill to claim the same from Second Party.
14. 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.
15. 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 housekeeping 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:
  - a. Insolvency of FIRST PARTY; or
  - b. First Party ceasing to function as a concern; or
  - c. First Party being declared bankrupt in liquidation, whether compulsory or voluntarily; or
  - d. Any change in the ownership or control of First Party : or
  - e. 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 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 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, 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, 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 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 Second Party, 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 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