

This agreement is executed on this day of ..... at Jalandhar BETWEEN M/s ....., (hereinafter called the FIRST PARTY) which expression shall includes 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 **Allied Services (Drivers and Conductors-cum-Peons, and other staff) for the smooth working** of DAV University, Jalandhar, and for 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 COINDITIONS**

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 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 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 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 ..... Bus Drivers, ..... Ambulance Drivers (for 24 Hours), ..... Conductors-cum-Peons and ..... Staff Car Driver for the smooth operation of transport facility meant for the faculty, staff and students.
2. The First Party will have to provide Skilled and Semi-Skilled staff (clerk, Lab Technicians, Plumber, Electrician etc) as and when required by the Second Party.
3. 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.
4. The First Party 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 Second Party.
5. The drivers should be below the age of 50 years and conductors-cum-peons should be between the age group of 18-40 years

6. The First Party 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 Second Party. 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 Second Party. 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.
7. 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.
8. 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 services of drivers and conductors-cum-peons to the Second Party.
9. The First Party shall ensure that all persons employed/deployed by them at the Second Party shall be efficient, skilled honest and well conversant with the nature of work.
10. 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 the Second Party.
11. 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.
12. The First Party 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 First Party will be attended promptly by him or his employees.
13. The First Party shall provide the services on all days during the period contract as per the requirement of the Second Party.
14. The First Party shall not neither appoint any sub-Party nor sublet the job to carry out any or all obligations under the contract.
15. 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.
16. 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 the Second Party.
17. 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 services of drivers and conductors-cum-peons as determined by the Second Party.
18. The Second Party will provide all the material required for the maintenance of busses and horticulture/gardening/landscaping, etc. First Party shall undertake and assures the 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 the Second Party though it may not be as per schedule on charges as may be agreed to separately.
19. The conductors-cum-peons will work as peons also during the Second Party 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 Second Party. The Second Party will not be paying any relieving charges or overtime charges to the staff of the First Party.
20. The First Party shall attend to complaints relating to their area of services and shall devise a system whereby such complaints when brought to the First Party will be attended promptly by him or his employees.
21. 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.
22. 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.

23. 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.
24. The employees of the First Party are not allowed to use the Mess Hall.

### **C. SPECIAL CONDITIONS**

1. The First Party shall have to provide to all the staff for allied services of drivers and conductors-cum-peons 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 the 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
9. First Party shall take appropriate action forthwith for withdrawal of such employees within two days of making such reference.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The First Party will not be held responsible for damages, due to natural calamities.
20. 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.
21. 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.

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

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 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 the 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 rate be in accordance to the Minimum Wages prescribed by Punjab Govt is as below:

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. 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 the Second Party.
12. In case, the University buses do not ply due to holidays/ academic off or any exigency, the First Party 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 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.
14. 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.
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 Second Party.
16. 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.
17. Minimum 26 days salary will be paid to the First Party and the First Party 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. 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 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. 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. In case the contract is terminated on the reasons recorded in para five above the security amount deposited by the First Party will be forfeited by the Second Party.
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 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 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 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 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 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 Second Party will impose fine of Rs. 10,000/- and in addition to this Second Party will recover double the amount of loss suffered. The amount of such fines shall be recovered from the amount due of the First Party.
  - 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 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 fines 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 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