



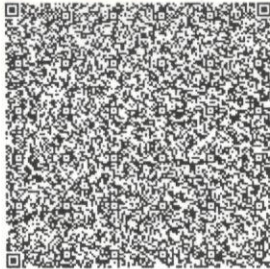
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL80158510718226N
Certificate Issued Date : 16-Mar-2015 06:19 PM
Account Reference : IMPACC (IV)/ dl706903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70690357206696644533N
Purchased by : DELHI INSTITUTE OF ADVANCED STUDIES
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DELHI INSTITUTE OF ADVANCED STUDIES
Second Party : PIYUSH ADMINISTRATIVE SERVICE
Stamp Duty Paid By : DELHI INSTITUTE OF ADVANCED STUDIES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.....

AGREEMENT

This agreement is made on 24th day of March 2015 between **DELHI INSTITUTE OF ADVANCED STUDIES, ROHINI**, through its **Chairman, Sh S. K. Sachdeva** at Rohini, New Delhi hereinafter called the "Institute"

AND

Mr Deepak Behl, Proprietor of **M/s. PIYUSH ADMINISTRATIVE SERVICES**, WP-502/3, Shiv Market, Ashok Vihar – I
Delhi-110052

herein after called the "Security Agency"

For Delhi Institute of Advanced Studies

For Piyush Administrative Services


Chairman


Proprietor

1. That the expression "Security Agency" and "Institute" unless repugnant shall mean and under their respective representatives, heirs, successors assign etc.
2. That the Security Agency agrees to provide the services of Drivers, Electrician, Plumber, Peons, Ayas, Sweepers, Sweepers, Malis, Security Guards and for other house keeping services to the Institute as per their requirement and the working schedule of the Institute. The said workers provided by the Security Agency will be given regular training / fitness exercises by the Security Agency at regular intervals so as to provide best services and security arrangements for the maintenance and protection of the said Institute. The number of workers will vary from time to time as required by the Institute. All such persons so engaged by the Security Agency shall work directly under its administrative and supervisory control.
3. That the relationship between the Security Agency and the Institute shall be that of Principal to Principal and there shall be no nexus or relationship of employer and employee between the Institute and the persons engaged by the Security Agency for discharging of their obligations under this agreement and as such neither the Security Agency nor the persons engaged by them shall have any right to raise and/or put up any kind of claim on the Institute. It is only the Security Agency who shall remain responsible in respect of claims, if any, of the persons engaged by them for discharging of their obligations under this agreement.
4. That the Security Agency shall engage adequate work force for providing services under this agreement after proper police verification in each case.
5. That the Security Agency at its own expenses shall provide its workers, with necessary uniforms, arms, outfits etc. required for the effective discharge of services to the Institute.
6. That the Security Agency shall ensure that the workers and the security guards provided by it shall follow the orders / instructions issued to them by Security Agency from time to time and maintain proper discipline and behavior and discharge their duties efficiently, sincerely and honestly. The Security Agency shall ensure that

its workers in no manner cause any interference, annoyance, nuisance to the Management of the Institute during the course of their duty.

7. That the Security Agency agrees and undertakes that the services rendered by the workers shall be to the entire satisfaction of the Institute and the Security Agency will make it clear to their workers that the later are the employees of Security Agency and they shall have no claim whatsoever against the Institute and the Institute shall not be liable for the wages, salary compensation and any statutory benefits due to the workers provided by the Security Agency under Labour Laws and other legislation and the Security Agency shall be wholly responsible for meeting all the liabilities and other amenities towards its employees admissible under the law, rules and service conditions.
8. The Security Agency being the employer in respect of persons engaged by them shall alone be entitled to hire & fire them and pay them their wages while no such right shall vest in the Institute nor any such persons be entitled to put up any claim on the Institute. However, the Institute will have the right to debar entry of any such person(s) employed by the Security Agency whose activities and behavior are considered prejudicial to the interests and the prestige of the Institute.
9. That in no case the Institute shall be deemed to be the employer in respect of persons engaged by the Security Agency for fulfillment of their obligations under the agreement merely by providing services at the premises of the Institute. Neither the Security Agency nor the persons engaged by them would, therefore, be entitled to raise any dispute or demands financially or otherwise against the Institute. The persons engaged by the Security Agency shall not be entitled to the benefits that may be permissible or paid to the employees of the Institute.
10. That the Security Agency shall indemnify the Institute against any claim, loss, damage occurred or caused to the Institute due to any act, omission, carelessness or negligence of the workers provided by the Security Agency while on duty. The quantum of loss on this account, if any, will be as per demand raised by the Institute.
11. That the Security Agency will be responsible for safe-guard of the Institute premises and security of Institute's property such as building, furniture and fixtures, and other

For Delhi Institute of Advanced Studies

[Signature]
Chairman

For Piyush Administrative Services

[Signature]
Proprietor

materials, documents including all moveable and immoveable assets/records of the Institute including students and other staff members.

12. The Security Agency shall not appoint any Sub-Security Agency to carry out their obligations under this agreement.
13. The Workmen/Workforce and the Supervisors of the Security Agency will always be in proper uniform.
14. The Security Agency shall not change the workers frequently and without prior knowledge of the Principal of the Institute.
15. That the Institute shall be entitled to supervise the services provided by the Security Agency and if it finds that the conduct, behavior and performance of work of any of the worker provided by the Security Agency is unsatisfactory, it may issue directions to the Security Agency to immediately recall the particular person and substitute him/her by another suitable person and the Security Agency shall comply with all directions issued by the Institute forthwith.
16. A senior officer / representative from the Security Agency will pay frequent surprise visits during day as well as night for checking the duty of their workers at the Institute.
17. That in case of sickness, leave and any other absenteeism of the personnel, suitable replacement will be promptly provided by the Security Agency.
18. That the Security Agency will prefer a claim/bill in respect of services rendered by personnel provided during a month by the 4th of the following month and the Institute shall make payment of the same by the 7th of the following month i.e. within 3 days of receipt of claim/bill by means of "Payees" A/c only' cheques subject to adjustment of errors and omissions, if any.
19. That the Institute will deduct T.D.S./Income Tax from the amount payable to the Security Agency as per the requirement of Income Tax Act, 1961.
20. (a) That the Security Agency shall furnish to the Institute the

below noted documents :

- (i) Monthly Salary Sheet along with duly stamped receipts of the personnel.
- (ii) Photocopy of Monthly E.P.F. Deposit Receipt.
- (iii) Photocopy of monthly return on Form No. 12-A.
- (iv) Photocopy of individual's sheet (Form – 3A).
- (v) Photocopy of eligibility register under E.P.F. Rules.
- (vi) Photocopy of Annual Return/Form No. 6.
- (vii) Any other document required by the Institute to ensure that all the personnel provided to the Institute have been covered under E.P.F. and E.S.I.C. and that the E.P.F. amount deducted from the personnel as well as the Security Agency's share/contribution towards E.P.F. and E.S.I.C. is timely deposited in the account of E.P.F / E.S.I.C. organization.
- (viii) Copy of amount deposited with the labour welfare fund.

(b) The Security Agency shall comply with all the statutory laws applicable to them, including the law governing EPF, E.S.I, minimum Wages Act, Contract Labour (regulation & Abolition) Act etc. The Security Agency also hereby agrees and undertakes to pay to the persons engaged by them for fulfillment of their obligations under this agreement, wages not less than the Minimum Wages fixed by the Government and revised from time to time by way of notification.

21. That in addition to the wages under Minimum Wages Act, the Institute shall also pay to the Security Agency the below noted amounts at the prescribed rates which are presently as follows:

- (i) E.P.F. contribution @ 12% plus Administrative charges @ 1.36%.
- (ii) E.S.I.C. contribution @ 4.75%.
- (iii) Bonus & Gratuity benefits as per Government orders from time to time.
- (iv) Service charges @ 10% on wages.
- (v) Service tax on total bill, if applicable.

22. That the Security Agency is holding proper license required under the Local or Central Law for providing the said services to the Institute.

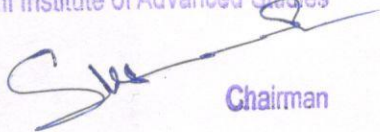
23. Any complaint/dispute concerning the house keeping will be initially referred to the Principal of the Institute, who will look into it and give the decision. However, an appeal can be made to the Chairman of the Institute and his decision shall be final in this respect and binding on both parties.
24. That the agreement shall be initially valid for period of three years commencing from 01.04.15 which may be extended further with mutual consent of both parties. The Institute shall in the event of the Security Agency committing any breach of any of the terms of the agreement, or if the services provided by the Security Agency are considered to be unsatisfactory to the Institute or any other reason considered by the Institute as sufficient, be entitled to terminate this agreement by giving one month's notice in writing and the Security Agency shall not be entitled to any compensation in case of such termination.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THEIR SIGNATURES ON THE DATE AND PLACE FIRST HERE ABOVE MENTIONED.

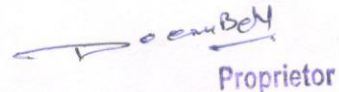
For DELHI INSTITUTE OF ADVANCED STUDIES

ROHINI, NEW DELHI.

For Delhi Institute of Advanced Studies


Chairman

For Piyush Administrative Services


Proprietor

For PIYUSH ADMINISTRATIVE SERVICES

WP-502/3, SHIV MARKET

ASHOK VIHAR-I

DELHI-110052

WITNESS

- 1.
- 2.