

Agreement

THIS AGREEMENT is made on this _____ day of _____, 2015 BETWEEN the Governor of Punjab through the Secretary to Government of Punjab, Department of Revenue and Rehabilitation, which expression shall include his successors, assignees and administrators (hereinafter referred to as the "First Party") AND M/s _____, which expression shall include its successors, assignees and administrators (hereinafter referred to as the "Second Party").

This agreement is made between the aforesaid parties for supply of minimum 40 and maximum 55 out-sourced personnel (Class-IV peons) on contract basis by the second party to the office of first party for the duties to be assigned by the second party on the following terms and conditions:-

- 1) This agreement shall be effective from _____ to _____ and may be extended further with mutual consent.
- 2) That the second party shall send the list of personnel for deployment in the department to the satisfaction of the first party.
- 3) That the personnel provided by second party shall conform to the Punjab Govt. instructions i.e. the age of personnel should be between 18 years and 37 years, they should be medically fit & qualified upto 8th standard with Punjabi language.
- 4) That the remuneration to the personnel supplied by the second party shall not be less than monthly rates fixed by Deputy Commissioner, Chandigarh.
- 5) That the second party shall be liable to pay all statutory compliances, dues to its personnel. i.e. D.C.rates + 8.33% bonus, (as applicable from time to time) + payment under Gratuity Act 1972, which shall be reimbursable by the first party.
- 6) That after completion of 5 years of service, a personnel shall be eligible for gratuity to be paid by second party which shall be reimbursed by first party (in case of death this condition is not

valid). This gratuity shall be paid according to the completion of period of service of such personnel.

- 7) That the second party shall be responsible for the opening of ESI & EPF accounts of each personnel and shall provide copies of the same to the first party. After receiving cheque from the first party, the second party shall deposit wages in the bank accounts of each personnel after deducting EPF & ESI according to labour laws, immediately and provide receipts of EPF & ESI to the first party. The P.F. statements shall be provided to the outsourced personnel after every six months by the second party.
- 8) That the second party shall be responsible for the transfer of statutory dues to concerned departments i.e. EPF+ESI+Service Tax. The first party shall not be responsible for any kind of claim arising out of these payments.
- 9) That the first party shall have the right to deduct T.D.S. as per the provisions of law from monthly bills of the second party.
- 10) That the dues of outsourced personnel shall be transferred to the concerned personnel's bank account (through electronic mode) by the second party. The payment of dues of consecutive month shall be made by the first party only when the second party provides the statement of statutory payments of EPF and ESI of personnel.
- 11) That the personnel supplied by the second party shall abide by the instructions of the first party. This agreement shall neither create nor deem to create any relationship of employer and employee between the first party and the personnel supplied by the second party.
- 12) That the first party shall not provide any residential accommodation to the outsourced personnel supplied by the second party.
- 13) That the second party shall be responsible for any loss or damage suffered by the first party as a result of acts of negligence or otherwise of its personnel while performing their duties.
- 14) That the first party shall not be held responsible for any claim on account of disability/death of any personnel of the second party caused while performing duties.
- 15) That the first party shall regularly provide the attendance report of the personnel to the second party every month.

- 16) That the first party shall pay the salary amount to the second party after receiving the bill from the second party every month.
- 17) That In the event of any complaint regarding the deficiency in service of any personnel supplied by the second party, the second party shall be bound to replace said personnel with immediate effect.
- 18) That the second party shall obtain all registration(s)/permissions etc. which are/may be required under any labour law or other laws and a copy of the same shall be provided to the first party by the second party.
- 19) That in the event of any dispute relating to the interpretation or rights or liabilities arising out of this agreement, the Establishment Secretary of Financial Commissioner Secretariat shall be the sole arbitrator. The award given by the arbitrator shall be final and binding on the parties.
- 20) That If any out-sourced personnel remains on leave, the second party shall provide a substitute in his/her place. If the second party is unable to provide a substitute, then the payment of leave days shall be deducted from the bill of the second party.
- 21) That in case, either of the parties has to terminate the contract, then the concerned party shall serve 2 month's prior notice, on the other party. However, in case of default by the second party, the first party can give 15 days' notice to the second party and if default is not removed by the second party, the first party shall be at liberty to terminate the contract immediately. Breach of any condition of this agreement by the second party shall entail forfeiture of security.
- 22) That the second party shall furnish a bank guarantee of Rs.6,00,000/- (six lac rupees only) as a performance guarantee in the name of Under Secretary Revenue/Deputy Secretary Revenue/D.D.O., Financial Commissioner Secretariat, Punjab, Chandigarh.
- 23) That the second party shall provide 12 week's maternity leave and other E.S.I. facilities to female personnel at it's own level.
- 24) That the second party shall submit complete bio-data i.e. father's name, date of birth, residence proof, educational qualification, experience and photograph of each personnel to the first party. The second party shall be responsible for good antecedents of the

verification done from Sarpanch/M.C. of the area where he/she lives or in special case, even by the police.

- 25) That It is understood between both the Parties that during the course of business relationship, the second party may have access to confidential information of Government departments, where the out-sourced personnel shall be deputed and the second party undertakes that it shall not, without prior written consent of the first party, provide or make available any information in any form to any person or make use of such information. This condition shall remain in force during and for a period of 5 years from the date of expiry of this agreement or earlier termination thereof, as the case may be. In case of any breach of these conditions, the second party shall be subject to legal action which may be initiated by the first party.
- 26) The second party shall not sub-let the work of out-sourcing the personnel on contract basis in any form/manner to any other agency.

FIRST PARTY---

SECOND PARTY---

Secretary Revenue
Financial Commissioners' Secretariat
For and on behalf of
Governor of Punjab

for and on behalf of

WITNESSES

1. _____
2. _____

WITNESSES

1. _____
2. _____