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PREMIER VIGILANCE AND SECURITY PVT LTD

Article 5 Agreement or Memorandum of an agreement

NA

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(Zero)

: DAV CENTENARY PUBLIC SCHOOL JAGEETPUR KANKHAL HDR

: PREMIER VIGILANCE AND SECURITY PVT LTD

: PREMIER VIGILANCE AND SECURITY PVT LTD

(One Hundred only)

'तीपक अगुवाल जुनेक १३८/२०१६ स्टाम्प विक्रेता, रोधनाबाद, हरिद्वार



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

AGREEMENT

This agreement is made between DAV Centenary Public School, Jagjeetpur, Laksar Road, Kankhal, Hardwar (through its Principal) hereinafter called the First Party on one part and M/s. Premier Vigilance & Security Pvt. Ltd. 4B, Orient Row, Kolkata - 700 017, through its Director Mr. Pinakpani Aditya Chaudhuri hereinafter called the Second Party (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, representatives, administrators, and permitted assigns)

AND

For Premier Vigilance & Security Pvt. Ltd.

DAV Centenary Public School Jagjeetpur, Laksar Road, Hardwar

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mebile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
 The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.

Whereas Premier Vigilance & Security Pvt. Ltd., 4B, Orient Row, Kolkata – 700 017 has agreed to provide Security Guards for watch and ward and security of premises and also to look after & take care of the premises including all accessories, furniture, other equipment, electronic or otherwise of the first party at DAV Centenary Public School, Jagjeetpur, Laksar Road, Kankhal, Hardwar. And whereas in order to settle any dispute which may arise during the period of this agreement, it is considered proper to produce the same in writing on this day the 1st April, 2021.

Following terms and conditions are agreed to:

DAV Center any Public School Jagjeer air a Jesar Food Hardwar

- 1. The second party shall provide and depute the following (whichever is applicable) on the premises of first party:
 - 1. Security Guards
- 4. Drivers
- 7. Armed Guard
- 10. Plumber

- 2. Peon
- 5. Conductors
- 8. Aaya

- 3. Sweeper
- 6. Gardners
- 9. Electrician
- 2. The first party shall pay the amount as per rates quoted in the quotation attached for all the staff provided by the Second Party inclusive of all outgoings viz P.F., E.S.I.C, agency charges, overtime etc. The second party shall pay all dues as per Government rules and regulations, viz. P.F., E.S.I.C. or any other for the staff deputed.
- 3. The second party will not be responsible for any damage caused to the property of the first party by enemy action (war) earthquake, floods or any other natural calamities.
- 4. That the first party will provide to the deputed staff a covered space on its premises for his/her use including bathrooms and latrines etc. These arrangements are only during duty hours and only during the duration of this contract.
- 5. That the second party will be responsible for the conduct of the staff and shall indemnify the first party for any loss that the first party may suffer due to delinquency, negligence and dishonesty etc., on the part of the security guard/staff.
- 6. That the security guards & other staff provided will not use any intoxicants viz. Liquor, charas, opium, brown sugar, smack etc, while on duty. In the event of any default on his part, second party shall compensate the first party towards any loss or damage if any, caused by any act of commissioner or omission of the said security guard/staff.
- 7. That no relation of friends of the security guard & other staff will be allowed to stay with him/her during duty hours without the prior permission in writing of the first party (the Principal or the Manager of the School).
- 8. That in the event of security guard or other provided staff found having tempered with school belongings, the school authorities can take a suitable action to the extent of imposing fine even termination of agreement without giving any notice. The first party shall have the right to recover the fine out of the payment of the Bill of the second party, in case the fine amount is not paid in cash.
- 9. The second party shall furnish to the first party a complete list with residence address & a photograph of security guards & other staff who are posted on the premises of the first party by giving their full particulars and after getting them authenticated by the SHO of concerned police station.

Further, the second party will not change any guard/staff without giving required information in writing to the first party and without the consent of 1st Party.

For Premier Vigilance & Security Pvt. Ltd.

Director

- 10. Regarding compliance of various Labour Laws 2003 2nd party is responsible for all the legal compliances and in the event of only default it shall be solely responsible.
- 11. That both the guards & other staff detailed for duty on the school premises shall have to give an undertaking to the effect that they do not serve at any other place except DAV Centenary Public School, Jagjeetpur, Laksar Road, Kankhal, Haridwar in default whereof the contract will be cancelled without any notice.
- 12. That the security guards & other staff of the second party will observe the code of conduct, rules & regulations of the first party and that they will carry out the instructions issued to them, oral or otherwise, by the first party from time to time. In case of any deviation, the contract will be liable to be cancelled without any notice.
- 13. That the initial duration of the agreement shall be of one year from 01.04.2021 to 31.03.2022 which can be extended for a further period of one year by mutual consent in writing.
- 14. The rate furnished with the agreement is variable i.e. as and when MW will change, the same will be implemented on the basic. The rate is inclusive of service charges.
- 15. Either party can terminate the agreement by giving three months' notice to the other party in writing.
- 16. The payment of the bills will be made by cheques to second party by the first party, by 10th of every month.
- 17. The Security Guards for duty at night must be provided mobile phone by the second party.
- 18. In case of any dispute arising out of any cause the jurisdiction will be Haridwar courts.

Signature For Fremier Vigilance & Security Pvt. Lt.	d. Signature
Directo	or
Name: Pinakpani Aditya Chaudhuri	Name
	Sop - 1
Designation : Director	Designation Principal
	P V Centenary Public School and a greetpur, Laksar Road, Hardwa
(for and on behalf of the PSA)	(for and on behalf of DAV, Haridwar)

DAV Centenary Public School, Haridwar		
Component	Unskilled Category (as per Uttarakhand MW notification dtd 1.10.2020)	Skilled Category (as per Uttarakhand MW notification dtd 1.10.2020)
	Security Guard, Peon, Aaya, Mali, H/K Staff, Conductor	Plumber, Electrician, Drivers, Lady Assistant, Gunman
	Unskilled	Skilled
	Amount (Rs.)	Amount(Rs.)
Basic	8,860.00	9,552.00
Total	8,860.00	9,552.00
PF 13% on basic	1,151.80	1,241.76
ESI @3.25% on gross	287.95	310.44
Bonus @8.33% on 7000	583.10	583.10
Uniform	150.00	150.00
Total 1	11,032.85	11,837.30
Service Charge @3.42%	377.32	404.84
Grand Total	11,410.17	12,242.14
Per day billing rate	438.85	470.85
Per day billing rate(Rounded off)	439.00	471.00

1) As and when MW of Uttarakhand will change, the same will be implemented on basic

2) Gratuity will be on reimbursement basis

For Premier Vigilance & Security Pvt. Ltd.

Director

DAV Centanary Public School Jagjeet, ur Laksar Road, Hardwar