

DRAFT

AGREEMENT

This agreement is made on this _____ day of _____ 2019 (Two Thousand Nineteen) between **THE The Joint Managing Director, TN Co-operative Milk Producers Federation Ltd Aavin Ambattur Dairy No 29 & 30 Industrial Estate Ambattur** (hereinafter called as **THE TCMPF Ltd, Aavin Ambatture Dairy**) and **THE GENERAL MANAGER, TAMIL NADU EX-SERVICEMEN'S CORPORATION LIMITED, GOVERNMENT OF TAMIL NADU UNDERTAKING, CHENNAI-600015**, (hereinafter called as **TEXCO**).

Whereas **TEXCO** have agreed to provide Ex-Servicemen Night Security Guards 12hrs on duty to **TCMPF Ltd, Aavin Ambatture Dairy** under the following terms and conditions.

1. The period of contract for providing Night Security Guards to shall be renewed for another one year from **01-11-2020 to 31-10-2021**
2. Detainment or changes of Security guards shall be made by **TEXCO**
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4. **TEXCO** the **Contract Security Agency** shall be responsible for all statutory regulations as per law applicable and there is no employer employee relationship between the individual security guard and **TCMPF Ltd, Aavin Ambatture Dairy**. The Security Guards have no right to claim for employment from **TCMPF Ltd, Aavin Ambatture Dairy**.
5. If any theft/loss of property of **TCMPF Ltd, Aavin Ambatture Dairy** occurs and if the same is found correct by the joint investigation of users and **TEXCO's** representative and if it is within the ambit of security in expressed terms, **TEXCO** shall pursue payment of compensation through the **Fidelity Guarantee Insurance ie Rs. 5,00,000/- (Rupees Five Lakhs only)** floated for all the Security personnel to make the loss good to the extent of coverage only if the **TEXCO** Security personnel were found at fault and form part of their official duty.
6. The **TCMPF Ltd, Aavin Ambatture Dairy**, shall pay to **TEXCO** the wages as per Tamil Nadu Minimum Wages Act as approved vide GO 1115 Public (Ex-Servicemen) Department dated 25.09.2015 According to the revision of Variable Dearness Allowance as announce by the Commissioner of Labour vide Notification No Z3/5309/2017 dated 27.03.2017 wef 01.04.2017 effected rates specified for each calendar/accounting month along with Service Charges @ 12% and Goods Service Tax @ 18%.

DGR VALUE rate of 2016 OCTOBER (Wef 01-10-2016)

S.No	Category	Rate P.M(12Hrs / Day) Including Leave / Relief Wages(Rs.)	No of Persons	Cost P.M (12 hrs) Including Leave / Relief Wages (Rs.)
1	Security Guard	10764	56	602784
2	Head Security Gaurd	14316	3	42948
(a)	Sub Total			645732.00
(b)	Service Charge @14on (a)			90402.48
(c)	Total (a) + (b)			736134.48
(d)	Service Charge @18on (c)			132504.21
(c)	Total (c) + (d)			1514370.69
(c)	Total (c) + (d)			1514371

7. The monthly due shall be claimed by **TEXCO** for the period from 1st to end of every calendar month.
8. All claim bills raised by **TEXCO**, on wages shall be paid by the **TCMPF Ltd, Aavin Ambatture Dairy**, within 7 days of receipt so that the wages are paid to the Security Guards within 7 days from the **END OF WAGE PERIOD**, following the period of performance of duty based on the authorised attendance of the contracted personnel.

9. **TEXCO** shall be responsible for making wages as may become applicable to the contracted personnel provided to them as per Tamil Nadu Minimum Wages Act.
10. **TEXCO** shall provide Ex-Servicemen only.
11. Statutory amendments/requirements made by Parliament, by Acts, legislative Government orders, instructions etc statutory issues of PF, Gratuity, Bonus, Service Tax etc., wages, Labour Laws or other laws of land and Tamil Nadu Minimum Wages Act shall be automatically applicable to this agreement and repercussions will accordingly apply.
12. In case during the currency of the agreement the minimum wages as per the Act as admissible to the category of Contracted Personnel deployed at specified locations are revised by the Government and if there is any consequential changes in the variable Dearness Allowances the same shall be modified to the extent of changes as per above statutory requirements and the amount payable by **TCMPF Ltd, Aavin Ambatture Dairy** on the monthly basis shall be calculated and revised accordingly.
13. This agreement shall be terminated by either parties by giving one month advance notice in writing or payment of one month contractual dues in lieu or terminated by **TEXCO** for non receipt of payment within 15 days of due date.
14. **TEXCO** being a Public Sector Undertaking of Government of Tamil Nadu is exempted from the payment of EMD/Security Deposit & Tender fee at the time of entering into contract vide **GO.Ms.No.387 dated 03.08.98 of Finance (BPE) Department.**
15. **TEXCO** has been exempted from deducted of Tax under section 10 (26 BBB) of the Income Tax Act 1961 vide circular No.07/2015, F.No.275/50/2006-IT (B) of Government of India, Min of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi dated 23.04.2015 and O/o Income Tax Officers TDS Ward-3(3), Ayakar Bhavan, 121 MG Road Chennai-34 L.No.C.No.7/Form-13/TDS-3 (3)/CHE/2015-16 dated 11-09-2015

CONTRACTOR

USER

WITNESS

WITNESS