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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

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Second Party : SEWA SECURITY SERVICE
Stamp Duty Paid By : SEWA SECURITY SERVICE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

**CONTRACT FOR SECURITY SERVICE ARRANGEMENT**

(In Rs. 100 Indian Non Judicial Stamp Paper No. IN-UK14867230639912W)

**THIS CONTRACT FOR SECURITY SERVICE ARRANGEMENT IS MADE ON
THIS 22nd DAY OF APRIL, 2024
BETWEEN**

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand State Act, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun through its Registrar Dr. Mukesh Bijalwan hereinafter called 'First Party

AND

"M/S SEWA SECURITY SERVICES" having its Head office at Lane No 2, Sarthi Vihar, Haridwar

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Statutory Alert:

1. For authentication this Stamp Paper must be used in accordance with the provisions of the Stamp Act, 1899 and the Stamp Act, 1902 and the Stamp Act, 1958 and the Stamp Act, 1963 and the Stamp Act, 1968 and the Stamp Act, 1973 and the Stamp Act, 1978 and the Stamp Act, 1983 and the Stamp Act, 1988 and the Stamp Act, 1993 and the Stamp Act, 1998 and the Stamp Act, 2003 and the Stamp Act, 2008 and the Stamp Act, 2013 and the Stamp Act, 2018 and the Stamp Act, 2023.



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Road, Dehradun through its Proprietor Shri. Rakesh Petwal hereinafter called the Second Party', for providing security services to the First Party by the Second Party on the terms and Conditions contained hereunder.

(The term and expression 'First Party' and 'Second Party' wherever used or occurring in the deed of agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors. Administrators, assignee etc in their respective offices)

WHEREAS the First Party is a University which is looking for services of Security Guards and Security Supervisors for its hospital/constituent institutions/university campus.

AND WHEREAS the Second Party is a Security Service provider which has approached the First Party and offered services of its Security Guards and Security Supervisors in the University.

AND WHEREAS the First Party and the Second Party are willing to enter into an agreement on the terms and conditions as under:-

(TERMS AND CONDITIONS)

1. That the Second Party has agreed to provide Security Guards (male/female security guards) and Security Supervisors to the First Party as per their requirement to carry out the job. The deployment of Security personnel cannot be increased or decreased until prior approval/permission of the First Party is obtained in writing.
2. That this contract will remain valid for a period of one year w.e.f. **01st April, 2024 to 31st March, 2025** which can be extended for further periods on mutually agreed terms & conditions between both parties. If the contract is not renewed due to any reason before its due date of expiry but security services are availed by First Party, the contract will be deemed to have been renewed on same terms and conditions. This condition will, however, not be applicable in case when the First Part has not renewed the contract but has extended in writing, for a specific period.
3. That the Second Party shall provide a deposit/Bank Guarantee of **Rs. 50,000/- (Rupees Fifty Thousand only)** as security for due fulfillment of this deed to the First Party. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the deed. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
4. That the deed can be terminated by either party by giving One (01) month notice. However, in case of gross violation by the 'Second Party' of any of the terms and conditions contained in this deed or even otherwise the 'First Party' reserves the right to terminate the deed forthwith without assigning any reason thereof.
5. That the Second Party shall abide by rules, terms and conditions laid down herein and such other rules and regulations as may be framed by the First Party. Written instruction shall be issued by the First Party detailing duties of security personnel, which shall be implemented by the Second Party.


Registrar
Rama Himalayan University


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6. That the First Party shall be entitled and free to impose penalty on the Second Party as decided by the First Party for noncompliance of any of the terms and conditions of this deed as mentioned in clause 40 of this deed.
7. That the First Party will make payment of wages as per the Minimum Wages Act and the Uttarakhand Govt. Notification, hence payment of wages will be made to the security personnel as per the Minimum Wages Act and Uttarakhand Labour Commissioner Gazette Notification/Uttarakhand Govt. Order (i.e. Basic wages and VDA as notified) by Uttarakhand Labour Commissioner Notification/Govt. of Uttarakhand Order and its amendment issued from time to time.

The amount payable shall be as follows: -

Post	Amount Payable
Security Supervisor	@ Rs. 19760/- for 26 Days/ 8 Hours
Security Guard	@ Rs. 18713/-for 26 Days/ 8 Hours

NOTE :- The break-up of the above payable amount is detailed hereunder:

Details	Security Supervisor	Security Guard
Minimum wages	14023/-	13280/-
EPF (13%)	1823/-	1726/-
Relieving Charges	2337/-	2213/-
ESIC @ 3.25%	456/-	432/-
Services Charges (8% of Minimum wages)	1121/-	1062/-
TOTAL	19760/-	18713/-

Note: GST as applicable, shall be charged/paid extra.

8. That the Second Party shall submit to the Account /Concerned Department of First Party every month copy of PF & ESI Challan with details of employee, as applicable.
9. That the First Party shall be entitled to recover all/any demands/penalties from the Second Party issued/raised by any government department due any default on the part of the Second Party.
10. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI, day off, gratuity, insurance etc..
11. That the Second Party shall ensure deployment of Healthy, physically & mentally fit, able-bodied, alert, civilized and experienced security personnel for the First Party.
12. That the Second Party shall not sublet/delegate whole or part of the contract to any other party, failing which it shall be a sufficient ground/reason to terminate the contract by First Party without assigning any reason thereof.
13. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence shall not be entitled to claim any salary, compensation



or damages or anything whatsoever from the First Party. All the security guards deputed shall be employees of the second party only and they shall not claim any appointment/joining/experience letters or any certificate etc. regarding their services from the first party. Second party shall ensure issuance of authenticate identity cards to all the security guards and also furnish detail of same to the first party.

14. That the Security personnel provided by the Second Party shall be given weekly off.
15. That the second party shall ensure to depute qualified, trained, healthy and experienced personnel's and if any personnel found unsuitable/unfit for duty by the First part on some valid and tenable grounds, the Second Party shall have to carry out necessary changeover/replacement of personnel under intimation to the First Party. The First Party may refuse to accept security personnel, who in its opinion are not competent or desirable for the job. The Second Party shall change such personnel within a week.
16. That the Second Party will ensure that none of the personnel posted by them will contact the authorities of Swami Rama Himalayan University in any matter, including the matter relating to payment of their dues, wages, leave, relief and Uniforms etc. This will be the sole responsibility of the Second Party.
17. That the Second Party shall be responsible for the discipline, loyalty and conduct of their personnel.
18. The Security Staff deputed by second party shall not use Mobile Phones during their duty time unnecessarily.
19. That the security guards and supervisors provided by the Second Party shall be in the prescribed uniform and outfit.
20. That the security guards shall not leave the duty/deployment post till the reliever takes over the charge.
21. That the authorized person of the First Party shall have the power to verify the number of security guards & security supervisor provided by the Second Party.
22. That the Second Party shall be responsible to make alternate arrangements in case of security guard/supervisor remains absent or proceeds on leave.
23. That the security staff of the Second Party must behave in a polite manner with the staff, patients and visitors of the First party but should be strict with the anti-social elements keeping in view the reputation of the First Party.
24. That the Second Party shall not be given any advance payment by the First Party.
25. That the Income Tax and other taxes, applicable from time to time, shall be deducted at source as per the then existing statutory requirements.



26. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes hand sanitization, wearing mask, maintaining of social distancing etc.
27. That the Second Party shall indemnify the First Party, for any loss or damage that might have been caused to the First Party on account of negligence on part of any of its security personnel posted at the premises, as proved after the joint inquiry. The First Party shall be the sole authority to decide the quantum of loss/damages based on the report of joint inquiry committee and its decisions shall be final in all respects. The amount of loss shall be indemnified by the Second Party.
28. That the Second Party shall provide the security staff throughout for 24 hours or as required by the First Party by arranging the personnel in rotation or replacement subject to the provision that each guard does 8 hours duty daily. All staff shall discharge duty in shifts (including night shifts) as per the University timings.
29. That the Second Party shall ensure that all the security posts are manned all three shifts a day by its security personnel besides also ensuring that no security guard/supervisor is made to carry out over one duty (8 hours/day) per day under any circumstances.
30. That the Second Party shall get antecedents of their personnel verified by the local Police Station before their deployment and shall also submit their report to the First Party. The Ex-Servicemen shall also provide their Discharge Certificate as proof of their verification.
31. That the Second Party shall submit a list of security personnel, containing their personal details viz. name, address, photograph, identity proof etc., to be deployed at the University, along with 10% as leave reserve, for approval of the First Party.
32. That the Second Party shall provide the security cover at the specified areas and be responsible for all security measures and arrangements to safeguard the movable and immovable property of the First Party and also for providing following specialized services:
- (a) Controlling crowds and maintaining queues in institute/university/hospital areas.
 - (b) Protection of students/staff/patients/attendants/visitors and others.
 - (c) Evacuation of people in case of fire or natural calamities.
 - (d) Deploying 'Quick Response Team' (QRT) in event of any emergent situations.
 - (e) Protection of equipments, fixtures and other movable/immovable property of the University.
 - (f) Prevention of unauthorized entry of vehicles, regulation of traffic within the University Campus and to ensure proper parking of vehicles at the stipulated parking.
 - (g) Prevention of unauthorized entry of personnel including all types of outside vendors in the campus of the University.
 - (h) Collecting intelligence about anti-social and other subversive elements in the crowd or otherwise inside the campus of the University.
 - (i) Firefighting and any other work of similar nature assigned to the agency by the University/institution management from time to time.



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- (j) In addition, other duties which may have not been laid down here but are a part of duties of the security personnel.
33. That the security personnel of the Second Party shall be available at the place and time of their duties as per their duty roster and shall not leave their post without the prior permission of their Supervisor.
34. That the Second Party shall maintain systematic & up-to-date records for checking the movement of materials, personnel & vehicles belonging to the University.
35. That the security personnel of the Second Party shall work under the overall supervision, direction and control of the Registrar of Swami Rama Himalayan University or any other designated officer of the University/institution, but the overall responsibility shall always vest with the Second Party.
36. That the Second Party shall remain in touch with the Fire Fighting Department/Police as and when their services are required.
37. That the staff appointed by the Second Party for this purpose shall conduct themselves as per orders of the University/institute administration. In case of any misbehavior and misconduct of any person so appointed, the responsibility of any damage or loss shall vest upon the Second Party in full.
38. That the Second Party shall meet the designated officer of the University, or any authority delegated by designated officer, to review the security arrangements and submit a documented report to the First Party, on regular basis.
39. That the Second Party shall ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the premises of SRHU.
40. That the First Party shall be entitled to and free to impose penalty on the Second Party as decided by the First Party for noncompliance of any of the term & condition of this deed as follows:
- a. Rs. 5000/- where a uniform code of dressing is not followed.
 - b. Rs. 2500/- where any security guard/supervisor does 'double duty' in a day.
 - c. Rs. 2500/- per security guard/supervisor on their short attendance.
 - d. Rs. 2500/- where the Security personnel is found missing from his post.
 - e. Rs. 2500/- where the Security personnel is found un-attentive/lacking in duty.
 - f. Rs.10000/- where the Security personnel indulges in misbehavior with employees of the University/institute/hospital.
 - g. Rs. 20000/- along with a criminal complaint to be lodged with the Police, if any staff member is intoxicated and found holding/consuming alcoholic drinks, narcotic drugs, tobacco in any form.
 - h. For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU management.



In case of a repetition, the penalty amount shall be doubled each time and the First Party shall reserve the right to impose further strict penalty beyond the Second time depending upon the gravity of the act or omission or any lapse by the Second Party and may go up to the extent of immediate termination of this service contract without providing any notice period or opportunity to the "Second Party".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amounts of the penalties described in this clause of Service Contract.

41. That the second party shall ensure that all the security guards deputed must be properly equipped and well acquainted with general principles & procedures of safety. The general principles of safety are to be observed by all safety guards while on-duty. Security guards are required to be alert and to be able to recognize possible danger and take the appropriate action to prevent injury to themselves and others. In case of any loss/injury to security guard due to any reason, while performing his/her duty, second party shall be responsible for indemnifying the security guard for the loss/ injury.
42. That the second party shall ensure timely payment of salary to all its security guards/employee, despite of any financial reason/dispute/clarification during the tenure of this service contract.
43. Indemnity: That the Second Party indemnifies the SRHU against all loss, damages, claims, liabilities, expenses, payments or outgoings incurred by SRHU arising directly or indirectly from :
 - a) Any breach of this service contract by second party or its staff;
 - b) Any act or omission of second party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this service contract or arising as a consequence of the performance or non - performance of service contract.
44. Force Majeure : Neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this service contract (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots, pandemic.
45. That, in no event shall SRHU be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the second party on account of performing services under the present service contract, for any cause.
46. That, in the event that any of the provisions of this service contract held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.



47. That in case of any dispute and/or difference arising out of or relating to this deed including interpretation of its terms shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved amicably between the parties within 30 days, then the same shall be referred to the Hon'ble Vice Chancellor, Swami Rama Himalayan University or an officer nominated by him, whose decision shall be final & binding on both the parties.

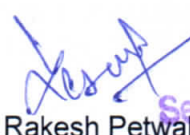
48. All disputes shall fall within the jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY

FOR & ON BEHALF OF SECOND PARTY


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar
P.O Jolly Grant, Dehradun


Mr. Rakesh Petwal
Proprietor
M/s SEWA Security Services
Address: Lane No.2, Sarthi Vihar
Haridwar Road, Dehradun

Witness:-

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Date : 22/04/2024

Place : Dehradun