



SERVICE AGREEMENT

This AGREEMENT is made on 1st Nov, 2014 between the Governor of Haryana acting through Director of Agriculture Department Haryana, Panchkula which shall unless excluded by or repugnant to the context to deem to include its expression in office and assignees of the first part and OSFS Security Pvt. Ltd., S.C.O-475, Sec-9, Panchkula Company registered office at Panchkula. Acting through Sh. Sajjan Malik General Manager (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its/this/their respective heirs executors, administrators and successors/the partner(s) for the time being of the said form the survivor partners, as the case may be of second part.

Whereas the service provider is engaged in the business of providing service of Cleaning of premises, Horticulture work, Housekeeping Services, Information and Communication technology related services, highly technical and professional services etc man power in the Head Office, Panchkula and all Haryana Offices.

And whereas the services provider has expressed his keen desire to provide the services to the department under this agreement.

And whereas on the aforesaid representation made by the service provider to the department the parties hereby enter into this agreement on the terms and conditions appearing thereafter.

FOR OSFS
Director

Joint Director (Admin.)
Directorate of Agriculture
Haryana, Panchkula

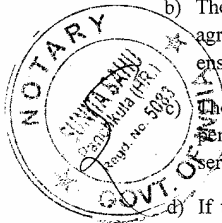
NOW THEREFORE THIS AGREEMENT WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. SERVICES PROVIDER'S REPRESENTATIONS AND WARRANTIES:-

- 1.1 The Service Provider hereby represented warrants and confirms that the services Provider has full capacity power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all duties and obligations as contemplated herein and has already taken and shall continue to take all necessary approval/consents in all applicable jurisdictions to authorize the execution, delivery and performance of this agreement.
- 1.2 The Service Provider has the necessary skills knowledge expertise adequate capital and competent personal, system and procedures infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Government.
- 1.3 The Service Provider shall on the execution to this agreement and providing services to the Department not violate breach and contravene any conditions of agreement entered with any third parties.
- 1.4 The Service Provider has compiled with and obtained necessary permissions/licenses/authorizations and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICES PROVIDER:-

- a) A Service provider shall operate and provide services to the department at this various sites on 06 days a week from 9 A.M to 6 P.M .List of services and the material are as prescribed in Annexure A.
- b) The regularity of the performance of the services will be the essence of this agreement and shall form a central factor of this agreement. These service providers ensure maintain its performance as determined.
- c) The Assessment made by the services Provider in the tender including number of personal of various descriptions as required to provider give the required, quality of services shall be final and acceptable by and binding upon the Service Provider.
- d) If the department notice that the personnel of the services provider has/have been negligent careless in rendering the said services, the same shall be communicated immediately to avoid recurrence of such incidents and reports to the department.



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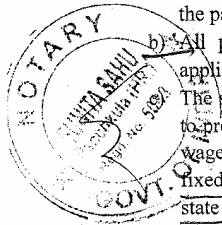
For OSFS & ...
[Signature]
Director

[Signature]
Joint Director (Admin)
Directorate of Agriculture
Haryana, Panch...

- e) If any of the personnel of the services provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the service Provider shall take appropriate action against its earning personnel and intimate accordingly to the department or itself can take action in accordance with law.
- f) The Service Provider shall furnish a personnel guarantee of its Managing Director Partner, guaranteeing the due performances by the service provider of its obligations under the agreement.
- g) A Security of Rs. 1 Lac in the shape of demand draft covering the period of contract shall be deposited before signing the agreement.
- h) The work also involves daily clearing/sweeping of the whole area including street of Krishi complex, road beams and open space, Garages cleaning of window pane, fans etc. Disposal of sweeping shall be the responsibility of the contractor.
- i) Toilets to be cleaned at least thrice a day and also as and when required. The material such as soap/detergents, deodorants, equipment, vaccum cleaner, soft brushes etc. will be supplied by the department as actual needs.
- j) The contractor will engage in the business of providing service of cleaning of premises, Horticulture work, and Housekeeping Services, Information and Communication technology related services, highly technical and professional services etc man power as per demand of the department.
- k) Payment on leave enhancement of unveiled leave, if any will be the sole responsibility of the contractor and the Director of Agriculture will not be able to make any payment on this count.

3. TERMS OF PAYMENTS:-

- a) Fees and charges for the services to be rendered are all annexure-B as agreed to between the parties.
- b) All payments made by department shall be deduction of tax at source wherever applicable as per the provisions of the income tax act 1961. The services provider being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the DC rated as fixed for the category of workers employed by it revised from time to time or by the state government and for any authority constituted by or under any law. He will observe compliance of all the relevant laws.



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For O/S

[Signature]
Director

[Signature]
Joint Director (Admn.)
Directorate of Agriculture
Mysore, Karnataka

- d) The Service Provider will have to produce the register of wages or the register of wages cum muster roll of preceding month along will to be submitted on the 1st day of every calendar month for verification to the nominated official of department.
- e) The Service Provider will make the payment to its worker by 7th every month the services provider shall ensure that payment to the person to deploy is made by A/C payee cheque/DD in the presence or as authorized representations of the department.

4. SUBMISSION AND VERIFICATION OF BILLS:-

The services provider shall submit on monthly basis the bills for the services rendered to enable the departments to verify and process the same.

5. DISCIPLINE:-

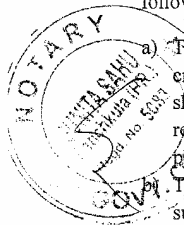
a) The Services Provider shall issue identity cards on its own name and trading style to its personnel deputed for rendering the said services which at departments' option would be subject to verification at any time. The department may refuse the entry into its premises to any personnel of the services provider not being such identity card or not being perfectly dressed.

The department shall always have the right and liberty to do surprise inspection at the sites. The service rendered by the services provider under this agreement will be under close supervision. Co-ordination and guidance of the department, the service provider shall frame appropriate procedure for taking immediate action as may be advised by the Department from time to time. It is understood between the parties hereto that the service provider alone shall have the right to take disciplinary action against any person to raise any dispute and or claim whatsoever against the department. Department shall understand circumstances be deemed or treated as the employer neither in respect of any nor under department be liable for any claim whatsoever of any such person.

6. NATURE OF AGREEMENT:-

The parties hereto have considered agreed to and have a clear understanding of the following aspects:-

- a) This agreement is on the principal to principal basis and does not create and shall not create any employer-employee relationship between the department and service provider shall not by any acts deeds or otherwise represent any person that the service provider is representing or acting as agent of Department, except to the existent and purpose permitted herein.
- b) This agreement is for providing the aforementioned services and is not in agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services. As mentioned herein,



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For CSP

 Director

Joint Director (Admn)
 Directorate of Agriculture
 Haryana, Panchna

shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues. Like Employees Provident Fund, Employees State Insurance submits the details to deposit the challans by payment every month.

- c) Department shall not be liable for any obligations /responsibilities, contractual Legal or otherwise, towards the service provider's employees/agents directly and/or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES:-

a) Service Provider shall obtain all registration/permissions/license etc which may be required under any labour or other legislation for providing the services under this agreement.

b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulation with regard to the provision of Service under this agreement. The service provider indemnities and shall always keep Department indemnified against losses, damages, claims, action taken against Department by any authority/office in this regard.

c) The Service Provider under takes to comply with the applicable provider of all welfare legislation and more particularly with the Contract Labour (Regulation and Obligation) Act,1970 if applicable for carrying out the purpose of this agreement. The Service Provider shall further observe and with all Government laws concerning employment of staff employed by the Service Provider is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to company with the requirements of law.

8. ACCOUNTS AND RECORDS:-

a) The Service Provider shall maintain accurate accounts and records, statement of all its operation and express in connection with its function under this agreement in the manner specified by the Department.


b) The Service Provider shall fore with upon being required by the Department allow Department of any of its authorities representatives to inspect audit or take copy records maintained by the Service Provider. The Service Providers which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such Discrepancies or overcharge.

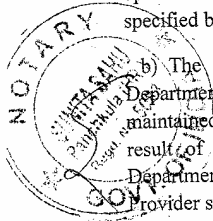
9. INDEMNIFICATION:-

a) The Service Provider shall at its own expenses make good any loss or damage suffered by the department as a result of the acts of commission or omission, negligently or otherwise of its

For OSFO


Director


Joint Director (Admin.)
Directorate of Agriculture
Haryana, Panchnala



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personnel while providing the said services at any time of the premises of the department or otherwise.

b) The Service Provider shall at all time indemnify and keep indemnified that department against any claim on account of disability/death of any of its personnel caused while providing the services within outside the site or other premises of the department which may be made under the workman's compensation Act, 1923 or any other acts or any other statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the service provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the service provider or not, who provided or provides the service at the site or any premises of the department shall be as provided herein before.

c) The service provider shall at all times indemnify and keep indemnified the department against any claim by any third party or for any injury, damage to the property or person of the third party or for any other claims, whatsoever for any act of commission or omission of its employees or personnel during the hours of providing the services at the department, premises or before.

d) That if at any time during the operation of this agreement or thereafter the department is made liable in any manner whatsoever by order, direction or otherwise of any court authority or tribunal to pay any amounts whatsoever in respect of or to any of present or ex personnel of the services provider or to any third party in any event not restricted but including as mentioned in sub clauses No. - A, B and C, herein above, the service provider shall immediately pay to the department all such amounts and cost also and in all such cases, events the decision of the department shall be final and binding upon the service provider. The department shall be entitled to deduct any such amounts as aforesaid, from the security deposit or from any pending bills of the service provider.

10. LIABILITIES AND REMEDIES:-

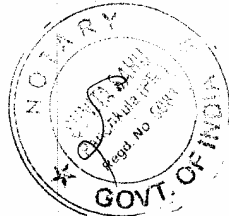
In the event of failure of the service provider to provide the services or part thereof as mentioned in the agreement for any reasons whatsoever, the department shall be entitled to procure services from other sources and the service provider shall be liable to pay forthwith to the department the difference of payments made to such other sources, besides damages at double the rates of payment.


11. LOSSES SUFFERED BY SERVICE PROVIDER:-

The service provider shall not claim any damages, cost, charges, expenses, liabilities arising out the performance, non performances of the services which may suffer or otherwise incur by

For OAD:


Director




Joint Director (Admn.)
Directorate of Agriculture,
Haryana, Panchkula

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reason of any negligence, default or error in judgment on part of itself and or its personnel in rendering or in not rendering its services under this agreement.

12. TERMS:-

- a) This agreement shall be effective for a period of 1 year i.e. from 1/11/2014 to 31/10/2015 and can be extendable up to two years with subject to satisfactory performance of service.
- b) The department should submit the bill by 1st of every month and the department shall release the payment by 7th of every month.

Such terms and conditions may be deemed fit and proper by the department.

13. TERMINATION:-

- a) Either party can terminate this agreement by giving 1 month's written notice to the other party without assigning any reason and without payment of any compensation thereof. However, the department shall give only a 24 hours notice of termination of this agreement to the service provider where there is a major default in compliance of the terms and conditions of this agreement or the service provider has failed to comply with its statutory obligations.
- b) If Service Provider commits breach of any covenant or any clause of this agreement, department may send a written notice to service provider to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and service provider shall be liable to department for losses or damages on account of such breach.

The department shall have the right to immediately terminate this agreement if the service provider become insolvent, ceases its operations dissolves, file for bankruptcy protection, appoints receivers or enters into an agreement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT:-

This agreement is executed on the basis of the current management structure of the service provider. Hereforth, any assignment of this agreement in part or whole to any third party without the prior written consent of the department shall be a ground for termination of this agreement forthwith.


15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER:-

- a) The Service Provider shall furnish to the department all the relevant papers regarding its constitutions, names and addresses of its registration with the concerned government authorities required for running such a business of service provider.

For OSF


Director




Joint Director (AdmB.)
Directorate of Agriculture
Haryana, Panchkula

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b) The Service Provider shall always inform the department in writing about any change in its address or the names and addresses of the key personnel. Further, the service provider shall not change its ownership without prior approval of the department.

16. SERVICE OF NOTICES:-

Any notice or other communications required or permitted to be given between the parties under this address or such other addresses as may be intimated from time to time in writing Director of Agriculture, Haryana, Panchkula & OSFS Security Pvt. Ltd., Panchkula.

17. CONFIDENTIALITY:-

It is understood between the parties hereto that during the course of business relationship, the service provider may have access to confidential information of department and it undertakes that it shall not without department prior written consent, disclose, provide or make available any confidential information if any from person or entire or make use of such information. This clause shall survive for a period of 5 year from the date of expiry of this agreement or earlier.

18. ENTIRE AGREEMENT:-

The agreement represents the entire agreement, the parties and supersedes all previous or other writings and undertakings, oral or written, and further any modifications to this agreement, it requires shall only be made in writing.

19. AMENDMENT/MODIFICATION:-

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both the parties hereto.

20. SEVERABILITY:-

If, for any reason, a court of competent jurisdiction finds any provision of this agreement or portion thereof, to be unenforceable that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

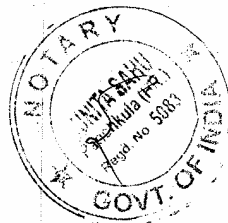
21. CAPTIONS:-


The various caption used in this agreement are for the organizational purpose only and may not be used to interpret the provision hereof. In case of any conflicts between the captions and the text shall prevail.

22. WAIVER:-

For OSFS Security Pvt. Ltd.

Director




Joint Director (Admh.)
Directorate of Agriculture
Haryana, Panchkula

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At any time any indulgence or concession granted by the Department shall not or invalidate this agreement nor constitute the waiver for any of the provision hereof the failure of the Department to enforce at any time, any of the provision of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the service provider of the provision hereof, shall into way be constitute to be a waiver of such provision of this agreement herein any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entire of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE:-

Neither party shall be in default if a failure to perform any obligations here under is caused solely by supervising condition beyond that party's reasonable, labour disputes and government or public authority's demands or requirement.

24. DISPUTE RESOLUTION:-

This agreement shall be deemed to have been made/executed at for all purpose. In the event of any dispute related to the interpretation or right or liabilities arising out this agreement, the same at first instance be amicably settled between the parties, If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the department. The venue of the arbiter shall be at Panchkula.

25. GOVERNING LAW/JURISDICTION:-

The applicable law governing this agreement shall be the law of India and the courts of Panchkula shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

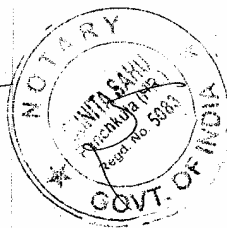
26. TWO COUNTERPARTS:-

This agreement is made in duplicate. The Service provider shall return a copy of this agreement duly signed and stamped as taken of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance it will be taken that all terms are acceptable.

27. ADDITIONAL CONDITIONS:-

a) The Director of Agriculture shall have right or authority to forfeits the said security amount of Rs. 1 lac in case of breach of any clause of the agreement after giving the service provider an opportunity of being heard.

For OSFS
[Signature]
Director



[Signature]
Joint Director (Admn.)
Directorate of Agriculture
Haryana, Panchkula

31 OCT 2014

b) A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of allotment letter.

c) The decision of the Director of Agriculture Shall is final determining the quality of work /services done by the employees of the service provider and binding upon the service provider. The Service Provider shall thereafter, rectify the defect so pointed out without any extra payment.

d) The Service Provider shall provide uniforms to its employees at his own level and it would be compulsory for the employees to wear uniforms during the duty hours.

e) In case any of the service providers do not perform his duties satisfactory or found indulged in any unlawful activity or misconduct the service provider shall be held responsible and he shall take suitable action against such employees on the directions of the Director or any other officer so authorized by him in this behalf.

We provide all statutory obligations like ESI/EPF Detail to the department by 30 of every month by drafting as Annexure "C".

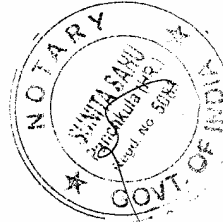
28. LIST OF ANNEXURE:-

ANNEXURE 'A'

ANNEXURE 'B'

ANNEXURE 'C'

31 OCT 2014



IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREINTO THE SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature	<i>Amard</i>	Signature	
Name	AMARD KUMAR	Name	
Date	30.10.2014	Date	
Designation	Field officer.	Designation	
	# 223/9 Panchkula.		

For OS...
[Signature]
Director

[Signature]
Joint Director (Admn.)
Directorate of Agriculture,
Panchkula

For OSFS

[Signature]
Director

For on behalf of M/s OSFS Security Pvt. Ltd.

2. Signature *[Signature]*

Name *Kuldeep Singh*

Date *30.10.14*

Designation *Asst Business Manager*

Address *# 5 Sector - 6
PCL*

For on behalf of the *Joint Director (Adm.)*
Directorate of Agriculture
Haryana, Panchkula

1. Signature *[Signature]*

Name *NARESH DALAL*

Date *30-10-14*

Designation *Asst*

Address *Directorate of Agriculture Haryana*

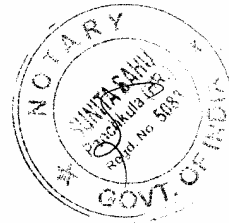
2. Signature *[Signature]*

Name *Raveen Kumar*

Date *30-10-2014*

Designation *Steno*

Address *Directorate of Agriculture Haryana*



31 OCT 2014

Shobhan
I, the undersigned, *Shobhan Dalal*
Notary Public for Haryana, Panchkula
do hereby certify that the above
signatures are those of the
persons named therein and that
they are duly qualified to execute
the instrument in which they
have signed and that they are
aware of the contents thereof
and the nature and consequences
of the same.

Attested/Verified execution
of instrument by signatories
claiming as respective
parties and witnesses

Joint Director (Adm.)
Directorate of Agriculture
Haryana, Panchkula

ATTESTED

[Signature]
SUNITA SAHU
NOTARY Panchkula (HR.)

31 OCT 2014

ANNEXURE "A"

Following services will be provided to the Director of Agriculture in Accordance with Agreement Dated 31st Oct, 2014.

1. Horticulture work
2. Housekeeping Services
3. Maintenance of Building
4. Transport Service
5. Courier Service
6. Information & Communication technology related services
7. Highly technical and professional services
8. All types of Man Power Services of Haryana offices

Date:-1/11/2014

Place: Panchkula

Service Provider

For OSFS
Director

(With Seal and Stamp)

Joint Director (Admn.)
Directorate of Agriculture
Haryana, Panchkula

ANNEXURE "B"

I, hereby undertake as per terms and conditions stipulated in the enclosed agreement dated 31st October, 2014, the payment will be made to the employees so deputed on D.C Rates and the mode of payment will be through cheque/DD.

Date:-31.10.2014

Service Provider

For OSFS 3000/2014

Director

Place: Panchkula

(With Seal and Stamp)

Joint Director (Admn.)
Directorate of Agriculture
Haryana, Panchkula

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ANNEXURE "C"

I, hereby undertake as per terms and conditions stipulated in the enclosed agreement dated 31st October, 2014, that by 22nd day of every month the undersigned will submit an undertaking to the effect that all the statutory obligations as stipulated in the enclosed agreement, have been duly complied with.

Date:-31.10.2014

Place: Panchkula

Service Provider

For Official Use



Director

(With Seal and Stamp)

Joint Director (Admn.)
Directorate of Agriculture
Haryana, Panchkula