



राजस्थान RAJASTHAN

AL 295482

SERVICE AGREEMENT

This Agreement is made on 1.01.2020 between:

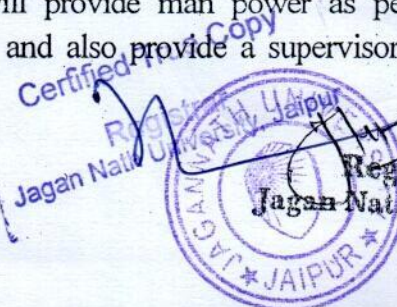
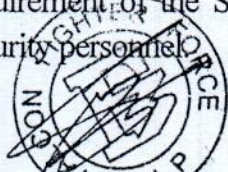
FALCON FIGHTER FORCE LLP, 12/A Harishchandra Park Soc., Opp Rupal Park, Vijay Nagar Road, Ankur Cross Roads, Naranpura, Ahmedabad, Zip Code – 380013. (Hereinafter called as the Security Contractor/First party, which expression shall include where the context admit its successors and assigns)

AND

JAGANNATH UNIVERSITY, N. H. -12, Chaksu Bypass, Tonk Road, Jaipur-303901, Rajasthan. (Hereinafter called as the Second party, which expression shall include where the context admit its successors and assigns)

WHEREAS

1. The First party will provide security service arrangements at the site assigned by the second party. The First Party will provide man power as per the need and requirement of the Second Party and also provide a supervisor for the staff of security personnel.



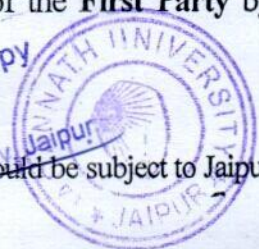
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Registrar
Jagan Nath University

14. The First party shall be responsible for regular payment of salaries and all outstandings due to the Security Personnel deployed by them. In case, the First party defaults in such payments, the second party may pay dues as per the Contract Labour (Regulation and Abolition) Act, 1970 and Such dues paid by the Second party shall be recovered and adjusted against the bill/invoice raised by the First party.
15. The First Party shall be bound to comply with all laws, rules and regulations made from time to time by the Central/State Government regarding payment of taxes, ESI, PF, wages and any other liabilities. The First Party will be liable to compensate the Second Party for any Loss/Damage caused due to the negligence of the security personnel of the First Party.
16. The security personnel deployed by the First party shall be permitted to check necessary material or articles as regular part of his duty and shall report to the representatives of the Second party on regular basis.
17. The First Party will deploy the security personnel whose Police verification report is satisfactory and will provide a copy of Aadhar Card and Police verification report to the Second Party.
18. Any type of mishappenings / mismanagement caused by the First Party shall be his/her sole responsibility and the Second Party will not be held responsible for the same.
19. Under no circumstances, the Second Party will be held responsible for any type of legal problems, staff problems or any type of mismanagement caused by the First Party.
20. **The period of agreement shall be for a period of one year commencing from 1st January, 2020 to 31st December, 2020 and thereafter it can be extended on mutually acceptable terms and conditions by new agreement.**
21. This deed of agreement can be terminated by Second Party giving **1 month** advance notice or by First Party giving **02 months** advance notice.
22. If the First Party does not perform/provide the facilities as mentioned/discussed properly, then the **Second Party** will terminate the services of the **First Party** by serving an advance notice of **1 month to the First Party.**
23. ~~That all the disputes~~ which may arise in future between the parties would be subject to Jaipur

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2. The First party shall deploy trained and well uniformed Security personnel possessing Endeavour to perform the offered services in best manner and assist in protection of legitimate interests and items at the premises as required by the second party.
3. The First party will provide all necessary supervision to ensure suitable performance of the offered security in accordance with the existing assignment and as agreed upon between the parties to the contract.
4. The First party will perform the offered security services in the matters connected with the administration, superintendence and conduct of security arrangements on the basis of the terms defined herein, and in accordance with such direction that the second party may from time to time gives in writing.
5. If the second party directly deploys any Security personnel without the consent of the first party, three months salary as placement charges will be charged from the second party.
6. The First party will not be responsible for any damages / shortage caused to the premises of the second party due to any reason of "force majeure", acts of the god / nature etc. beyond the control of the first party.
7. Both the parties shall mutually discuss and finalize the rates to be paid to the Security personnel deployed by the First party. In case the rates are revised with mutual consent, the revised rates will be effective from the date as decided by the parties as per Annexure-I
8. The Second Party shall not deduct any amount from the First party/Security Contractor's monthly invoice except TDS (tax deduction at Source).
9. This Contract shall be valid for a period of one year, However, the contract may be terminated by either of the parties giving one month prior notice or compensation in lieu of such notice.
10. The Ex-service men/civil men deployed by the first party as Security personnel shall be of sound health and good character as mentioned in the discharge book. Discharge book record is only applicable for Ex-service men.
11. The administrative control will be with the First party. However, the Second party or their representative shall carry out periodical inspections of the Security personnel on duty to ensure discipline and efficiency, and shall notify to the First party about any shortfall or negligence found during such inspections.
12. The first party shall be entitled to recover the payment for deployment of any extra man power and Overtime.
13. Payment for overtime will be charged as per ongoing contract.



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[Handwritten Signature]

PAYMENT TERMS

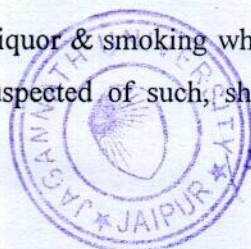
First party will raise an invoice for the services rendered each month and the same shall be paid by the Second Party within 21 days through an Account payee cheque in favour of "FALCON FIGHTER FORCE LLP" after necessary deductions of TDS and any payment made by Second party directly to the Security personnel on default of First party.

Any default in payment will entitle the First party to suspend or terminate the agreement in addition to levying of interest 10% per annum on outstanding amount.

GENERAL INSTRUCTION FOR SECURITY PERSONNEL

1. All Security personnel shall report at their respective duty spots in a proper uniform before 7 A.M.
2. Security personnel shall be well dressed with polished shoes, caps, proper shave and a haircut.
3. Security personnel should be polite and courteous all the times.
4. If any incident takes place during the duty, the Security personnel shall first inform to his supervisor on duty, then to the representative of Second party i.e. JAGANNATH UNIVERSITY, N. H. -12, Chaksu Bypass, Tonk Road, Jaipur-303901 (Rajasthan).
5. Security personnel are duty bound not to misuse the Second party's property.
6. Security personnel shall not leave their respective duty spot before the arrival of their relievers.
7. Security personnel are not allowed to do any kind of their personal work during the duty.
8. Security personnel posted at Gate No. 1, Gate No. 2, Admin Block, A Block and Faculty Housing are required to wear their ceremonial dress compulsorily.
9. Any Security personnel leaving duty spot one hour prior to his duty hours will be deemed to have served only for half day.
10. Security personnel shall not allow any person to enter the premises without proper identification.
11. All emergency numbers must be known to all Security personnel (Police -100, Fire-101, Ambulance-102/108).
12. Security personnel on duty are prohibited from any cooking / bathing or drying of cloths in the premises.
13. Intoxication, Drinking of Liquor & smoking while on duty is strictly prohibited. Any Security personnel suspected of such, shall not be allowed to enter the

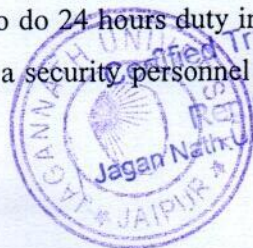
INVESTMENT



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14. Security personnel shall not disclose the kind and nature of work being performed at their respective duty spots, office or whereabouts of the staff members and faculties.
15. Security personnel shall ensure that all documents viz. checklist, courier and mail register records are maintained on daily basis.
16. Security personnel shall issue visitor passes to every visitor.
17. Security personnel shall Count / check all material going in / out and ensure that no one takes out any material without proper authority and requisite papers / gate pass.
18. Security personnel shall familiarize himself with the faces and names of all senior executives and will extend all the courtesies whenever senior executives passes through their duty spots.
19. Security personnel shall ensure that no unauthorized person enter into the premises.
20. Security personnel should be aware of the location of all fire extinguishers in the premises.
21. Security personnel should have all the emergency and important numbers with him.
22. Security personnel are required to close and lock all the rooms and offices at their duty spots after switching off all the fans & lights after 4 P.M. and deposit the keys at Gate No. 1.
23. Security personnel shall take prior written permission for leave.
24. If any Security personnel is found sleeping during his duty hours, then on the first occasion his one day salary will be deducted, on the second occasion he will be suspended for five days and on the third occasion his services shall stand terminated.
25. If any Security personnel is found roaming apart from his duty spot during the duty hours, then his half day salary shall be deducted.
26. If any Security personnel found guilty of not following the instructions written in Point No. 2, then his half day salary shall be deducted.
27. Security personnel might be asked to do 24 hours duty in case of an emergency. The maximum number of duties of a security personnel shall not exceed no. of days in a month + 2 duties.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FALCON FIGHTER FORCE

LLP

Name: ASHUTOSH SINGH SHEKHAWAT (DIRECTOR)



Stamp & Signature :

(First Party)

Witnesses :

1. _____

2. _____

JAGANNATH UNIVERSITY

(Second Party)

Name: Tanmay Pattanayak (Registrar)

Registrar
Jagan Nath University

Stamp & Signature

(Second Party)

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Registrar
Jagan Nath University, Jaipur



w.e.f March, 2020

Annexure-I

S.No.	Labour Type	Amount
1.	Security Guard	Rs. 9750 wages+Rs. 1350 Service Charge
2.	Supervisor	Rs. 11,800 wages+ Rs. 1350 Service Charge

FALCON FIGHTER FORCE



Name: MERUTISH SHEKHAWAT (DIRECTOR)

Stamp & Signature :

(First Party)

JAGANNATH UNIVERSITY

(Second Party)

Name: Tanmay Pattanayak (Registrar)

Registrar
Jagan Nath University
Jaipur

Stamp & Signature

(Second Party)

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Registrar
Jagan Nath University, Jaipur

