

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 09/05/2022

Certificate No. GBI2022E50



Stamp Duty Paid : ₹ 101

GRN No. 90209429



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Shree Guru gobind Singh

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Nil

City/Village : Budhera

District : Gurugram

State : Haryana

Phone: 85\*\*\*\*\*55



**Buyer / Second Party Detail**

Name : Simarn Enterprises

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Near obc bank

City/Village : Khandsa

District : Gurugram

State : Haryana

Phone : 85\*\*\*\*\*55

Purpose : CONTRACT DEED

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**Contract Deed**

This agreement is executed on 5<sup>th</sup> May 2022 at Gurgaon, between M/s Shree Guru Gobind Singh Tricentenary (SGT) University, Budhera, Distt. - Gurgaon-123505, Haryana.) Through its Registrar, Dr. Joginder Yadav (Hereinafter called the party of First part)

And

M/s Simran Enterprises through its proprietor Shri Samunder Singh S/o Shri Mahender Singh, R/o Old Manesar Road, Khandsa, Near OBC Bank, Gurugram, Haryana. (Hereinafter called the party of Second Part)

Whereas the party of the Second Part is executing the contract assignment with SGT University for supplying work-force for execution of support works etc.

In witness to the negotiations of the terms and conditions of this deed, the parties have put their signatures underneath on the following terms and conditions.

**1. Validity period and renewal:**

The agreement shall remain valid for a period of 4 (four) years commencing from 05.05.2022. However, the parties to this deed to contract can extend the period of operation by mutual consent or by writing another agreement or deed of contract. In case the parties intend to rescind this agreement/contract before this stipulated period of expiry or the extended period of expiry then

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the parties can do so by giving one month's notice in writing or by paying compensation equivalent to one month's average bill in the past from either side.

**2. Monthly Rates & Billing:**

The party of the second part will get from first after verification by the party of the first part total sum of wages paid each month by the party of the second part to the employees employed/engaged for executing the contract assigned. Besides the legal liabilities service charges/commission Rs. 550/- per head, bill shall also be paid. And the party of the second part has agreed to make the payment to the person employed by them for executing the contract.

**3. Payment Terms:**

- a) The party of second part shall submit the invoice to the first part on or before by 7th of every month and party of first part shall make payment to the second part after 30 days from the date of receipt of the bills duly certified by the second part.
- b) The amounts payable to the party of the Second Part shall be as governed by Minimum Wages Act (Haryana) or the Code on Wages 2019, as may be applicable. The Second Party shall be solely responsible to ensure that all the payments to deployed personnel are in compliance with the aforesaid legislations and shall indemnify and hold harmless the First Party against any liability arising therefrom.
- c) The bills will be honored only on submitting the same with copy of the challans evidencing payment for the previous month EPF, ESI contribution with the authorities in respect of the persons for whom wages are being claimed.

**4. Non Exclusive Basis:**

This contract shall be on non-exclusive basis and the party of first part reserves the right to engage any other agency for providing similar services.

5. The party of second part shall supply work force for execution of support work etc. to the party of the first part. The party of the second part shall carry out various works relating to the rendering of Logistics, warehouses and distribution services including but not limited to:

"Material handling, Movement, Loading, unloading and distribution of materials, housekeeping and security activities, etc. and any other work incidental to or connected with execution of the said work as may be assigned by the party of the First part from time to time"

6. The manpower requirement of the party of the first part will be assessed by the party of the Second Part in consultation with the party of the first part.
7. It is hereby declared that the party of Second Part is an independent employer and all persons employed or engaged by it at its cost and expense to provide the service as agreed upon under this Agreement shall always remain employees or persons connected with the party of the Second Part and shall never become employee of the party of First Part.

  
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8. The Party of the Second Part shall be responsible for employment of the work force engaged by him and the party of the first part shall have no role in the said matter. In case any loss is caused to the party of the first part by the party of the Second Part, the party of the Second part shall have to bear the value of the loss including the cost of litigation if any caused due to the above reason.

9. Execution of work by the party of the Second Part

- a. The party of the Second Part shall employ only such persons who have completed the age of 18 years, literate, are medically fit and capable of discharging the operational requirements of the party of first part. In case of absence, leave, etc. of its persons, the party of second part shall provide substitutes forthwith for meeting the above said requirements of the party of first part.
- b. The persons supplied shall be in proper uniform necessarily supplied by the party of the Second Part and possess necessary ability and skill and should have undergone necessary training to carry out the assigned services including Fire Fighting and display identity card as may be instructed by the party of the First Part.
- c. The party of the first part shall not be liable for any damage or compensation payable by law in consequence of any accident or injury to any workforce In the employment of the party of the second part and third party injured by workforce of the party of the second part. The party of second part shall ensure immediate medical aid and make necessary arrangements to extend ESI benefits and shall ensure replacement immediately.
- d. The party of the Second part shall be bound to carry out such administrative instructions as may be prescribed by the party of the First Part regarding working hours of persons employed by the party of the Second Part, uniforms to be supplied to the persons employed by the party of the Second Part and the disciplinary rules to be followed by the persons employed by the party of the Second Part etc. as may be given by the party of the First Part.
- e. The party of the Second part shall maintain sufficient help desk facilities at each location or as decided mutually for resolving issues immediately so that the operational activities do not stand still. Any change with respect to the details provided to the party of the First Part by the party of the Second part shall be intimated in writing immediately.

10. The party of second part shall engage the work force as per suitability and skill required and the party of the first part shall have no role to play in the matter. However, it shall be the responsibility of the party of the Second Part to maintain the records of his employees as is required in terms of various labor laws in force. The party of the Second Part shall be responsible to fulfill all the obligations under various labour enactments and all the rules and regulations approved by the Govt. of India and Govt. of Haryana as per their applicability.

11. The Party of the Second Part shall be solely responsible for Compliance of EPFO, ESIC, GST and of all applicable Labor Legislations (as may be amended from time to time) in respect of the persons employed by or through it at the above premises of the First Part. Of the Second Part shall prepare, maintain, and submit all records, documents, returns, registers, notices etc. as required under relevant Labor Legislations in the prescribed manner and within prescribed time to the concerned statutory authorities and furnish

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liable pay the monthly service charges mentioned in Para 3 above up to the date of fulfillment of applicable compliances for the month preceding the payment. However, it may be notified that the Minimum rates of wages shall be as per the notifications of Haryana Government as notified from time to time

12. It is understood and agreed that there is no employee-employer relationship between the party of the first part and the party of the Second part and/or its employees in any manner whatsoever and party of the second part has to provide the services to the party of the first part as an independent contractor.
13. The party of the Second Part will ensure that all his employees are covered under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and other applicable laws, and the party of the first part shall not be responsible in any manner for the same.

#### 14. Indemnity

- a. The party of the Second part shall indemnify and keep indemnified the party of the First part, its persons, third parties etc., against all claims, losses, liabilities, damages, costs or expenses which may be incurred or sustained by the party of the First part or others' person or property as a result of any negligence, misconduct etc. by the party of the Second Part or its persons pursuant to or in connection with this Agreement.
- b. The party of the Second part shall keep the party of the First part fully indemnified at all times in respect of any claim arising out of any Law or Government orders, the party of the Second part's failure to acquire and/ or maintain any approval etc., in respect of its services or persons so much so that no liability shall fasten to the party of the First part In this respect and the party of the Second part also shall appear in such proceedings and defend the same relating to its services and employment of persons by it. The party of the Second part shall indemnify all costs incurred by the party of the First part in this regard.
- c. The party of the second part undertakes to indemnify the party of the first part for any loss caused to the party of the first part for any breach of the terms and conditions of the present agreement. That the party of the Second Part confirms and undertakes that:
  - i. The persons deputed by the party of the second part are competent to do work assignments under relevant provisions of law in respect of age, etc.
  - ii. The performance of the manpower engaged shall be to the satisfaction of the party of the first part.
  - iii. The party of the second part shall remain responsible for disbursement of the wages to the persons engaged for this assignment before the authorized representative of the Trust on the notified day.
  - iv. All costs and expenses in respect of the persons so deputed for the work assignment shall be borne by the party of the Second Part.
- d. This indemnification obligation shall survive any termination of this Agreement.

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## 15. Liability

- a) The party of the First part is not responsible for any conduct or default of the party of the Second part or its persons and shall not be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) caused by the party of the Second part or its persons pursuant to or in connection with this Agreement during the period of this deed or thereafter.
  - b) The party of the First part is not responsible or liable to pay any compensation for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or otherwise) suffered or incurred by the party of the second the part or its persons while executing the work as per this deed.
  - c) The party of the Second part is liable for any loss, theft, misuse of any goods in the premises and loss incurred by the misconduct of its persons and shall reimburse the party of the First part the actual loss incurred by the actual loss incurred in this connection. The party of the Second part is liable to make good the party of the First part against any such loss and the decision taken by the party of the First part in this regard shall be final and binding upon the party of the First part.
16. The party of the Second part shall ensure that the persons employed by it for carrying out the works as per contract observe the norms of behaviors, discipline rules and regulations as may be expected/ prescribed by the party of the First part, while such persons carry out the work as per this deed and in a case of breach of the same by such persons, the party of the First part shall have the right to ask the party of the Second part to dispense with the services of such persons and when any such direction is given by the party of the First part, in this behalf, the party of the Second part shall abide by the same without any objection and protest. The decision of the party of the First part shall be final and binding in this regard.
17. The party of the Second Part shall obtain from their employees the following documents:
- a. Age-proof certificate of the persons employed
  - b. Medical fitness certificate of the persons employed
  - c. Character certificate and/or Police verification of the persons employed
18. The party of the Second Part shall submit the proof of statutory compliances every month to the party of the First Part failing which appropriate action will be taken.
19. Either the party of the Second Part or any person connected with the party of the Second Part, will not represent as the party of the first part in any court, tribunal or commission of enquiry or other forum whatsoever without the prior written permission of party of the first part.
20. Neither party of the Second part nor any of its employees, representatives or agents shall involve the party of the first part or on its behalf in any financial commitments or pecuniary obligations

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same in any manner to involve or utilize the party of the first part's name or goodwill.

21. Neither the party of the Second Part nor any of its employees, representatives or any other person claiming on its behalf shall unless specially authorized in writing by the party of the first part, in any case receive or collect any other money or article(s) from any of the party of the first part's guests, employees, visitors, clients or competitors.
22. In respect of all such personnel deputed by the party of Second part for performance of its obligation under this Agreement, the party of Second Part shall comply with or cause to be complied with the Contract Labour (Regulation and Abolition) Act, 1970 and other allied labour enactments.
23. All the persons engaged by the party of the second part shall be the employees of the Immediate employer and shall have no right or claim for seeking employment with the party of First part. In case of any dispute made out by any employee of the party of second part, the party of the second part shall be responsible for production of the record, submission of the replies before the appropriate court or authorities as per the requirement of the act. The liability for the litigation shall rest with the party of the second part without any imposition towards liabilities to the party of first part.
24. After the completion of the contract or the termination of the contract by any means whatsoever, the party of the second part shall rearrange his work force for his assignments. Similarly, in case of any violation of any rules and regulations by any employee, assignee or agent of the party of the second part then the party of the second part shall be responsible to the extent of the loss so caused to the party of the First Part. In case of any act amounting to indiscipline the party of the second part shall rectify the same as per the circumstances which suits to the, party of the second part in execution of this lease of contract.

#### 25. Confidentiality

The party of the Second part shall treat all Information regarding the party of the first part as confidential and maintain the confidentiality of such information received by it relating to the party of the First part, its customers/ suppliers (including but not limited to any data collected by the party of the Second part). The party of the Second part agrees to use such information solely for providing the services and for no other purpose whatsoever without prior written consent of the party of the First part. Confidential Information in this clause refers to any data or information relating to the business of the party of the First Part which would reasonably be considered to be proprietary to the Party of First Part including, but not limited to, accounting records, business processes and records of Party of First Party and that is not generally known in the industry of the Party of First Part and where the release of that Confidential Information could reasonably be expected to cause harm to the Party of First Party. Upon the expiry or termination of this Agreement, the party of the Second Part will return to the Party of First Part any property, documentation, records or confidential information which is the property of the party of the First Part. This clause shall survive the expiry or termination of this agreement.

#### 26. Termination

- a) Upon the expiry of this contract, or sooner termination, the party of the Second part and the persons employed by them to carry out the works as per this contract shall leave the premises in which they are denolved immediately and shall have not right to enter the said

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- b) Upon termination of this deed, each party shall make all payment of all the sums lawfully owed by it to other party within the agreed time. The party of the First part shall be at liberty to set-off any such claim or amount to the extent the party of the First part is liable to pay. The party of the Second part shall submit unclaimed bills, if any, within 15 days from the date of termination for the services rendered up to date in terms of this deed.
- c) In the event of the party of the Second part's failure to comply with any of the terms and conditions of this deed, or failure to provide adequate service to the customer under this deed, the party of the First part shall be at liberty to terminate the deed without any prior notice whatsoever. However, the party of the Second part shall continue to provide persons until such time the party of the First part makes alternate arrangements. For any failure on the part of the party of the Second part, the party of the First part shall have the right to recover such cost as may be incurred by it in this regard.

27. Modification and Supersession

- a) No change or modification of this deed shall be valid or binding unless made by an instrument in writing and signed by both the parties.
- b) This deed sets forth the entire understanding of the parties and superseded all prior deeds, arrangements and communications, whether oral or written pertaining to the subject matter thereof.

28. If the parties are unable to resolve a dispute regarding any dispute under this agreement, the dispute shall be referred exclusively to arbitration to be conducted by a sole arbitrator, appointed by the party of First Part in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Guru gram, Haryana and the language of arbitration shall be English. The decision of the arbitrator shall be binding on the parties and the parties undertake not to dispute the same. The award passed by the said arbitrator shall be binding on both the parties.

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In case of failure to reach an agreement, the dispute will be referred to the courts of Law at Gurugram, Haryana only.

For and on behalf of the party on the first part.

Dr. Joginder Yadav



Designation: Registrar

Witness to First Party

For SIMRAN ENTERPRISES



Proprietor

1. Sign \_\_\_\_\_

2. Sign \_\_\_\_\_

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For and on behalf of Party on the Second part.

M/s Simran Enterprises through its proprietor Shri Samunder Singh, S/o Shri Mahender Singh R/o Old Manesar Road, Khandsa, Near OBC Bank, Gurugram, Haryana.

Witness to Second Party

1. Sign \_\_\_\_\_

2. Sign \_\_\_\_\_

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_