

**SCOPE OF WORK:-**

Providing assistance in office work, cleaning & sweeping of school building, caretaking, watch & ward of school children & any other work assigned from time to time by the Head Mistress DAV RGTPP Public School, Thermal Colony, Khedar (Hisar).

**GENERAL TERMS AND CONDITIONS OF CONTRACT (Work order)**

- 1) The Second Party (Contractor)** shall provide the following in the premises of **DAV RGTPP Public School, Thermal Colony, Khedar (Hisar)** (Herein called as First Party) from **(01.07.2026 to 30.06.2027)**.
  - Sweeper-cum-Aaya           02nos.
  - Peon                               01 no.
- 2) The Second Party (Contractor)** shall be solely responsible for the payment of minimum wages ( As per Haryana Govt. Rules) per month to each Sweeper-cum-Aaya and Peon deputed, together with all applicable statutory contributions viz. EPF, ESI, LWF, and Agency Charges, in accordance with Government rules and regulations as amended from time to time. The First Party shall ensure that the Second Party (Contractor) duly complies with all such payment obligations without default.
- 3) That the Second Party (Contractor)** will be responsible for the conduct of the staff and shall indemnify the First Party for any loss that the First Party may suffer due to delinquency, negligence and dishonesty etc. on the part of the staff. In case of any complaint of staff, the staff will be expelled from the School and all consequential effects in this regard will rest upon with the Second party only.
- 4) That the staff provided by the Second Party (Contractor)** will not use any intoxicants Viz. Liquor, charas, opium, brown sugar, smack etc. while on duty. In the event of any default on his part, second party shall compensate the First Party towards any loss or damage, if any caused by any act of commission or omission of the said staff.
- 5) That in the event of the staff provided by the Second Party (Contractor)** found having tempered with the School belongings, the School authorities can take a suitable action to the extent of imposing fine even termination of agreement without giving any notice. The First Party shall have the right to recover the fine out the payment of the Bill of the Second Party (Contractor), in case the fine amount is not paid in cash.
- 6) The Second Party (Contractor)** shall furnish a complete list with residence address & a Photograph to the First Party of Sweeper-cum-Aaya who are posted in the premises of the First Party by giving their Full particulars and after getting them authenticated by the SHO of the concerned Police Station. Further, the Second Party (Contractor) will not change any staff without giving required information in writing to the First Party and without the consent of the First Party.
- 7) Regarding compliance of various Labour laws 2003, the Second Party (Contractor)** is responsible for all the legal compliances and in the event of any default, it shall be sole responsibility of the contractor.
- 8) That the Sweeper-cum-Aaya detailed above for duty in the School premises** shall have to give an undertaking to the effect that they do not serve at any other place except DAV RGTPP Public School, Thermal Colony, Khedar (Hisar) in default whereof the contract will be terminated without any notice.
- 9) Complete Staff uniforms (Dress, Shoes etc)** must be given in the contract period.
- 10) That the staff of the Second Party (Contractor)** will observe the code of Conduct, rules & regulations of the First Party and that they will carry out the instructions issued to them, oral or otherwise by the First Party from time to time. In case of any deviation, the contract will be liable to be terminated without any notice.

- 11) First party can terminate the agreement by giving one month's notice to the Second party in writing.
- 12) That the duration of the contract shall be one Month from **(01.07.2026 to 30.06.2027)** which can be extended for further period of three Months.
- 13) The payment of the Bills will be made by cheques/NEFT/RTGS to the Second Party (Contractor) by the First Party.
- 14) In case of any dispute arising out of any cause the jurisdiction will be Hisar Courts.
- 15) In case the contractor fails to fulfil the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.
- 16) **FORCE MAJEURE:-**The delay in the completion of work may be treated as force-majeure to the contract only if:-
- A. The delay in resulted from any cause arising out of compliance with regulations, , orders or instructions of the Central or state govt, acts of God, acts of civil & military authorities, fires, floods, strikes, lockouts, freight embargoes, war-risk riots and civil commotion and
  - B. The contactor's request for extension of delivery period along with all necessary evidence before the expiry of the scheduled date(s) of delivery.
  - C. Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.
- 17) **SET-OFF:-** Any sum of money due and payable to the supplier under the contract (including security deposit returnable to the supplier) may be appropriated by the DAV and set-off against any claim of the corporation for the payment of a sum of money arising out of under that OR any other contract entered to the supplier with the DAV.
- 18) **Subletting and assignment:-**The firm shall not sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of purchaser.
- 19) **TERMS OF PAYMENT:-**
- A. **Payment:** - 100% payment shall be made through RTGS/NEFT on submission of details of no. of persons medically examined with a copy of test results on completion of work. RTGS details of the firm are required along with the bill. Bank Charges, if any shall be borne by the supplier.
  - B. Bank Charges, if any shall be payable by the firm.
- 20) **MODE OF PAYMENT:** Payment shall be released by DAV RGTPP Public School , Thermal Colony, Khedar (Hisar) by RTGS/NEFT .For payment through RTGS/NEFT, the firm will provide complete bank details viz name of bank/branch , account no., type of account, IFSC code etc. to Sr. Account Officer/RGTPP, Khedar (Hisar).
- 21) **Statutory Deductions:** Statutory deduction on account of income Tax, GST etc. including surcharge shall be made at source from the bills of contractor at the prevailing rates as applicable.
- 22) **Penalty :-**
- A. If the quality of the work is not up to the satisfaction or there is delay in attending of jobs or any other irregularities observed, the penalty of 3 % of the monthly bill charges may be levied on the firm/agency for each of default in addition to pro-rata equivalent deduction on monthly basis.
  - B. In case of emergencies a suitable substitute for any of the deployed staff (i.e. Peon, Sweeper-cum-Aaya as agreed by the officer in charge may be allowed but requests should be limited.
  - C. A penalty of Rs. 500 per day will be imposed if there is delay in salary reimbursement of employed staff i.e. after 7<sup>th</sup> day of next month to wages month. In case of any absence or negligence on duty of any of the deployed staff deduction for absence of a Peon/Sweeper-cum-Aaya shall be made as :  
(Montly Salary/ No. of days in the particular month) ×1.5 No. of days of absentee.

**Subject :- Work for providing Class-IV services to DAV RGTPP Public School for One Year i.e. 01.07.2026 to 30.06.2027 with provision of further extension of three months.**

<b>Name of the Party : - (With address )</b>			
<b>Sr. No.</b>	<b>Description</b>	<b>Rate per Month in Rs.</b>	<b>Rate for 12 Months Rs.</b>
1	01 no. Peon & 02 no. Sweeper cum Aaya		

Note :- The Second Party (Contractor) shall be solely responsible for the payment of minimum wages per month to each Sweeper-cum-Aaya and Peon deputed, together with all applicable statutory contributions viz. EPF, ESI, LWF, and Agency Charges, in accordance with Government rules and regulations as amended from time to time. The First Party shall ensure that the Second Party (Contractor) duly complies with all such payment obligations without default.

Signature with Address