



Safety and security of all the students, teachers, non-teaching staff and the visitors to the college is always the first priority. To ensure a safe campus and a secured environment the college has embarked upon the following initiatives:

- A well raised compound and senior and experienced gatekeeper
- The entire campus is under CC TV surveillance
- Fire Extinguisher placed in every floor



Principal

PES Institute of Advanced Management Studies

NH 206, Sagar Road

SHIVAMOGGA-577 204

CCTV cameras at all major points



1. Main Gate



2. College entrance

Security Personnel in College 24*7



K. S. Sainath
Principal

PES Institute of Advanced Management Studies
NH 206, Sagar Road
SHIVAMOGGA-577 204

At each floor near class rooms

Ground Floor



1st Floor



2nd Floor

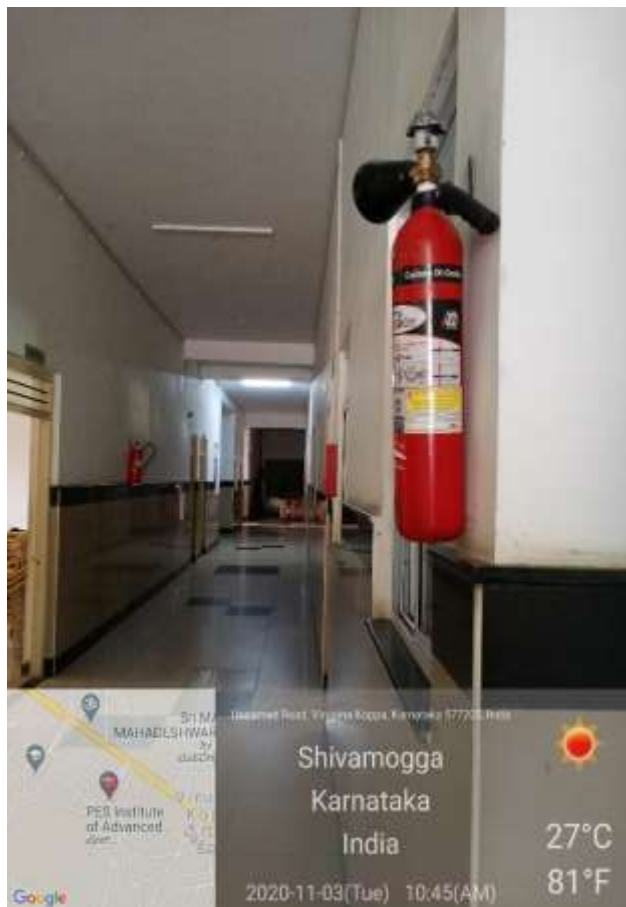
K. S. Saitalatha
Principal

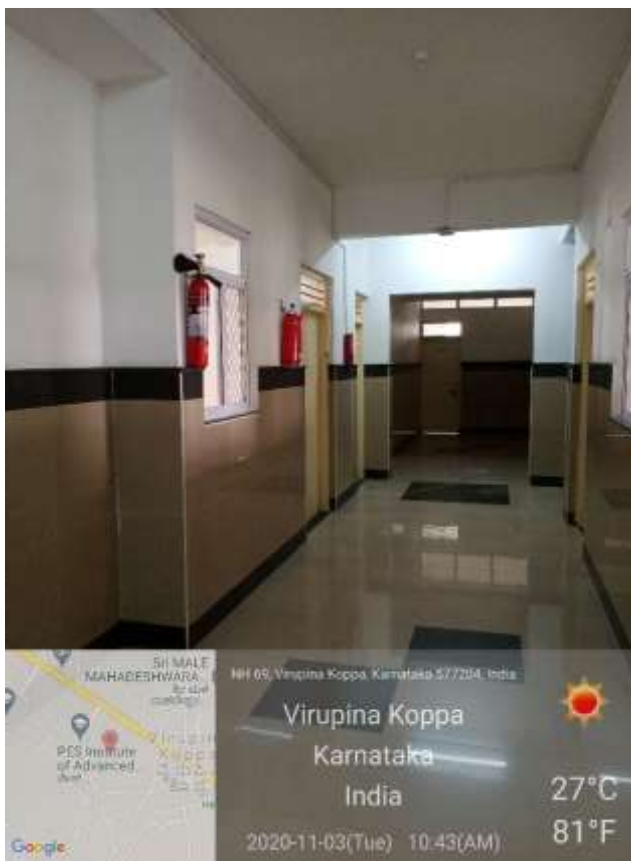
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Floor Surveillance



Fire extinguishers in all floors





Fire extinguishers in Computer Lab



K. S. Sainath
Principal

PES Institute of Advanced Management Studies
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Fire Alarm in floor and alarm controller



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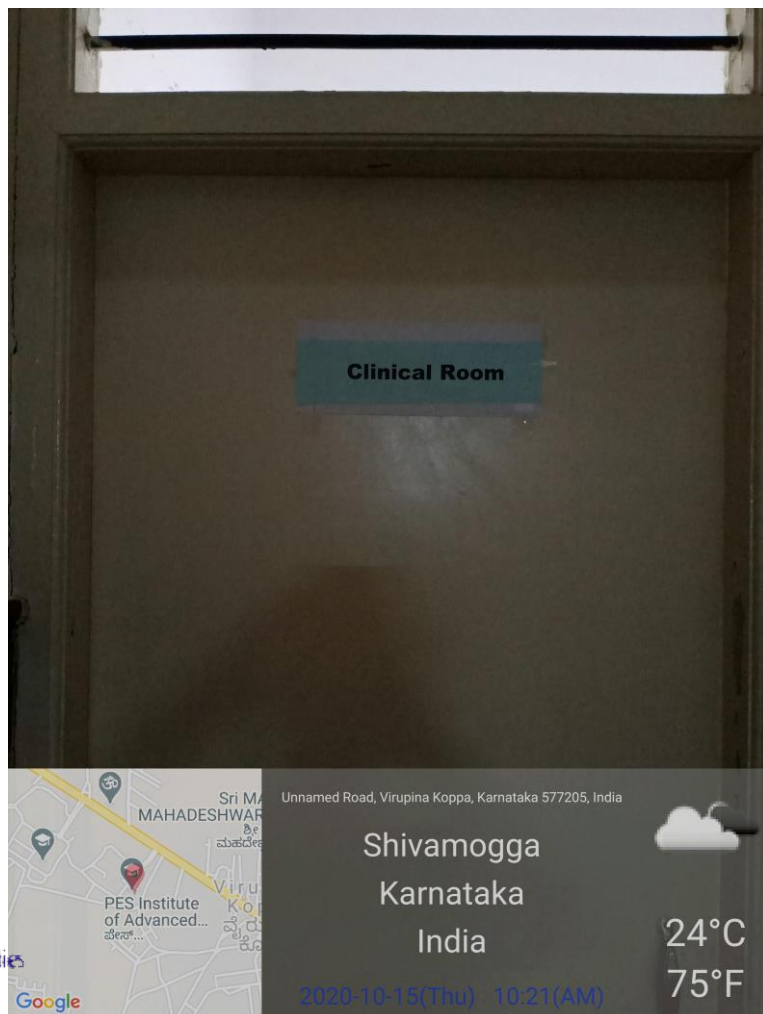
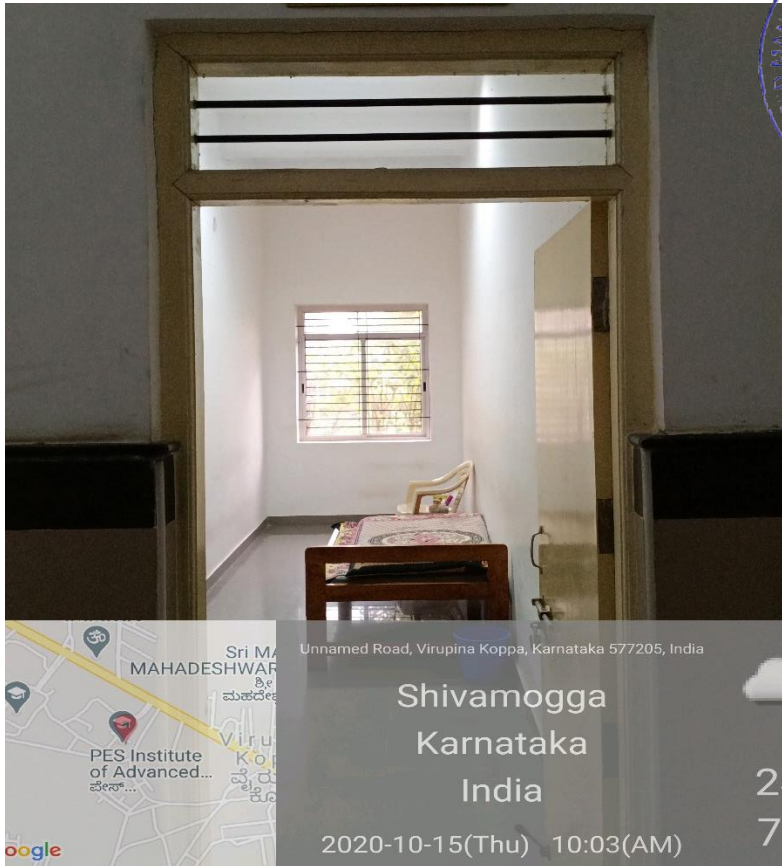
Common Rooms for Boys and Girls



K. S. Sainath
Principal

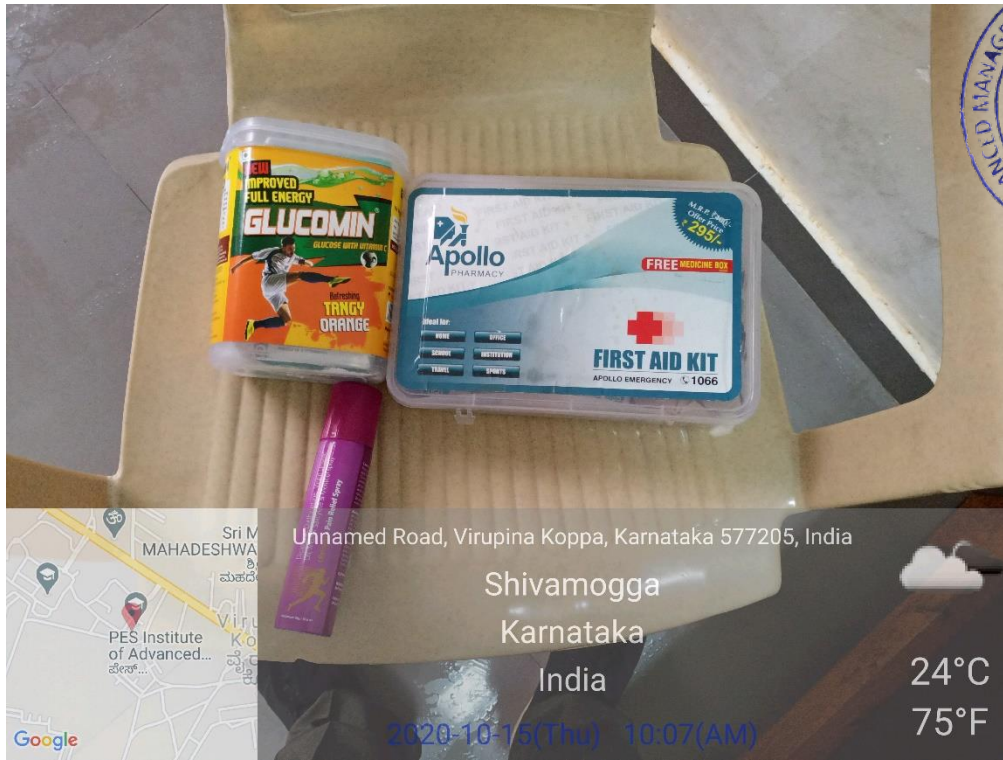
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First-Aid Room



K. S. Saitalatha
Principal
PES Institute of Advanced Management Studies
NH 206, Sagar Road
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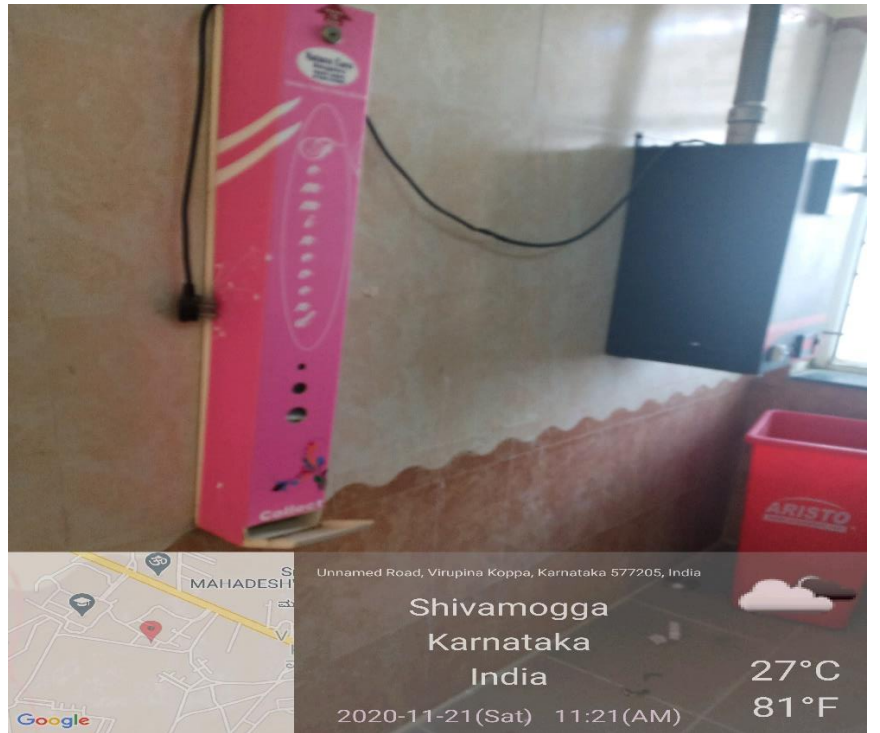


K. S. Saitalra
Principal

PES Institute of Advanced Management Studies
NH 206, Sagar Road
SHIVAMOGGA-577 204



Sanitary Napkin Machine installed in Girls Hostel



K. S. Saitalra
Principal

PES Institute of Advanced Management Studies
NH 206, Sagar Road
SHIVAMOGGA-577 204



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	: IN-KA97691076972641T
Certificate Issued Date	: 07-Sep-2021 01:28 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ SHIMOGA1/ KA-SM
Unique Doc. Reference	: SUBIN-KAKAKSFCL0854152963175680T
Purchased by	: PES TRUST SHIVAMOGGA
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PES TRUST SHIVAMOGGA
Second Party	: MYTHREYA SECURITY SERVICES SHIVAMOGGA
Stamp Duty Paid By	: PES TRUST SHIVAMOGGA
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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A G R E E M E N T

This agreement is made on this 07th September 2021 between **Prerana Educational and Social Trust (R)**, registered under Indian Trust Act 1982, Located at Prerana Chambers, 2nd Floor, # 26 Main Road, Ward No. 27, Akkamahadevisamaja Road, Bangalore - 560 020. being represented by Chief Coordinator Administration PES Trust herein after called the "First Party & Principal Employer" (which expression shall, unless excluded by or repugnant to

MYTHREYA SECURITY SERVICES

52 B, Kale Plot, Sadhanakere

Dharwad

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the context be deemed to mean and include their successors and assigns) of the One Part.

AND

Mythreya Security Services, Registered office Address: 01, Kelageri Road, Kali Plot, 1st A Cross, Sadanakari, Dharwad - 580008, **Branch office Address:** Arunodaya Events, 1st Main Road, Gandhi Nagar, Shivamogga - 577201 herein after called the **"Second Party & Contractor"** (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include other assignees) of the other part.

That the First Party is carrying on Educational services being carried out by PES Trust (R) at N H 206, Sagar Road, Shivamogga and the Second Party is a labour contractor engaged in providing manpower for security and nursing services.

That the First Party requires security services and the Second Party hereby agrees to provide all the required services on certain terms and conditions herein after appearing:-

1. The Second Party shall provide security services to the First Party namely PES TRUST at its PES Campus in Shivamogga for the following educational institutions and other ancillary sections which include the following;

- 1) **PES Institute of Technology and Management**
- 2) **PES Institute of Advanced Management Studies**
- 3) **PES Pre - University College**
- 4) **PES Public School & PES Kids Academy**
- 5) **PES Polytechnic**
- 6) **PES Boys Hostel (A & B block)**
- 7) **PES Girls Hostel (A & B block)**
- 8) **PES Staff Quarter, Bus Bay, Parking Area, Auditorium, Workshop, Prerana Conventional Hall, Play Grounds, Parking areas, Power House, STP, Bore wells, Sumps and all the Gates of PES Campus.**

or other buildings or structures which may come up in future thereof whether inside or outside the premises of the First Party.

2. PES Campus has a Health Center for which a female Nurse with B Sc (Nursing) is required on a part time basis from 2:00pm to 6:00pm Monday to Saturday.

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Dharwad



3. This agreement will be valid for a period of 1 (One) Year effective from **16/09/2021** and shall automatically come to an end at the expiry of the period of 1 year i.e **15/09/2022** which may be renewed at the behest of both the parties.

The Second Party shall provide the number of personnel as per the **Annexure - I** and shall provide any additional manpower as and when required by the First Party. The Second Party agrees to reduce the manpower against the written request received from First Party from the next calendar month from the date of such request.

4. **Consideration:-** The Second Party will be paid consideration/ agreed amount as per the **Annexure - I**, which shall form a part of this agreement. It is further agreed that as and when there is revision of rate in wages applicable to the category of Workmen deployed by the Second Party at the services of the First Party. The Second Party shall pay its workmen who are deployed at the premises of the First Party all the wages they earned after deducting all applicable statutory recoveries such as employees contribution towards ESI, PF, Labour Welfare Fund, Professional Tax, etc. If the Second Party effecting any other deductions other than those specified above, such deductions shall be strictly in accordance with the applicable provisions of Wages Act, Payment of Wages Act, contract Labour (R & A) Act and under any other Labour enactment as applicable.

That the invoices submitted by the Second Party pursuant to having delivered services in accordance with this agreement for any calendar month to the First Party shall be processed and settled by the First Party subject to the condition that such invoices accompanied with the duly signed documents:-

- ❖ The attendance sheet
- ❖ Duly signed copy The Wage register
- ❖ ESI remittance challan
- ❖ PF remittance challan
- ❖ Professional Tax remittance challan
- ❖ Copy of the Service Tax / GST remittance challan
- ❖ Copies of the returns filed, if any

Corresponding to the previous calendar month for which the First Party has already received the invoice from the Second Party. In the absence of all the above documents the First Party is not liable to settle the invoice submitted by the Second Party. The non-settlement of invoices on the grounds specified

above the Second Party specifically agrees that he shall not absolve the liabilities towards various statutory agencies in respect of wages paid /payable to the workmen deployed at the premises of First Party. The Second Party further unconditionally agrees to indemnify the First Party for any losses or cost or damages incurred at the hands of any statutory authorities due to non - compliances of applicable legislation in connection with wages paid/ payable to its workmen.

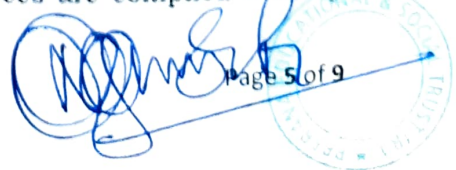
5. The Second Party shall disburse the remuneration to its workforce deployed by them to provide services to the First Party and shall have no authority to request, pressurise, include in any way the First Party to revise the agreed amount during the tenure of the agreement. The First Party shall in no way be accountable or liable to provide any sort of benefits, claims, reimbursements etc., at any point of time to the deployed workforce of the Second Party except the agreed amount as per clause - 3 of this agreement, settling of which shall be the joint responsibilities of both the parties. The Second Party hereby fully indemnifies the first Party against any such claim arising out of any incident for which the First Party shall not be liable in any way whatsoever.
6. The security services to be provided by the Second Party shall be of the best possible quality and shall be available round the clock i.e 24 hours on all days of the year as desired and required by the First Party from time to time. The Second Party shall be liable to deploy sufficient numbers of Security Guards, both male and female as desired by the First Party from time to time for discharging security services to the First Party.
7. The Security Personnel shall exclusively be the employees of the Second Party. They shall be well disciplined, sincere, honest, soft - spoken and gentle. The Second Party shall engage female as well as male Security Guards in the areas as defined and desired by the First Party and they shall perform their duties under the supervision of the supervisors provided/appointed by the Second Party. The Second Party hereby states that it will act in consultation with the First Party regarding deployment of workmen of the Second Party in its premises.
8. The designated officials of Second Party at all times in consultation with the First Party shall decide, instruct, allocate, and assign job responsibilities and the area or place of work to the workmen deployed by the Second Party from time to time as deemed appropriate. Ex-Servicemen Security Guards may be deployed by the Second Party as and when required after due scrutiny of services and documents.



[Handwritten Signature]



9. The Second Party shall engage suitable persons who shall be able to satisfactorily handle, carry out and supervise security services including all emergencies/ eventualities that may arise during the course of work and corrective measures promptly in consultation with the First Party. The Second Party shall always take sufficient measures so that their employees maintain Discipline inside the premises of the First Party including reporting to the duties in time and not absent from their place of work.
10. The Second Party shall be the custodian of all keys of the Institutions and responsible for any loss of valuable articles, including, computers and its parts, machineries of all kinds equipments etc.. The Second Party ensures total protection of the First Party from theft, robbery, pilferage, break-ins, vandalism etc.. The Second party shall also regulate and control the movement, parking of all the vehicles inside the premises of the First Party. As a part of the duty the guards posted may be instructed a behest of the First Party to check all bags and baggage of hostel/mess staffs, belongings of the visitors, cars etc., strictly for curbing leakage of materials and encountering terrorist/mob attacks. The First Party shall have the right to set off the cost of any item lost / stolen against the bills payable to the Second Party.
11. All the Personnel deployed by the Second Party for security shall be neat and clean and of presentable appearance and must use the good quality uniform provided to them by the Second Party, which will include a headgear. The Second Party will ensure that all the employees are gentle, courteous and of amicable disposition to all with whom they may come in contact. Any point of disagreement should be solved after proper discussion keeping in mind all rules and conventions of the government. The Security personnel deployed by the Second Party at the premises of the First Party shall be strictly in accordance with the provisions of The Private Security (Regulation) Agencies Act, 2006 and Rules framed there under by the State Government.
12. The Second Party shall ensure that First Party corporate image remains unimpeachable. The First Party shall communicate to the Second Party the cases of unsuitable and non-conformities and Second Party shall take immediate corrective actions which may even include the removal of certain personnel of the Second Party.
13. The Second Party will ensure that all legal and statutory requirements (including but not limited to ESI, PF, Service Tax, Contract Labour Act, Minimum Wages Act etc.) in respect of its employees are complied with by




the Second Party and it shall keep the Management of the First Party informed of the same. If the Second Party is penalized for non-compliance of any such statutory requirements as applicable it will be solely responsible for the same and the First Party will not be liable at any circumstance whatsoever. In case of non-compliance, the Management shall have the right to terminate the said contract immediately without prior notice and demand compensation in respect thereof and / or where necessary shall make the payment on behalf of the Second Party and adjust the same against dues. The First Party ensures timely payment of all dues to the Second Party. Where due to any non-compliance on the part of the Second Party or due to any court order, the First Party is made to pay a sum for the Second Party the same shall be adjusted against the amount payable to the Second Party.


14. The persons employed for rendering the aforesaid services shall be the employees of the Second Party and Second Party will be legally and statutorily responsible as their employer. The deployed workforce of the Second Party will have no right to claim whatsoever against the First Party. All claims of the employees of the Second Party shall be made to the Second Party and dealt with, met by it.
15. The Second Party will ensure smart turnout of its Guards who shall be in proper uniforms, polished shoes, caps, belts, walky-talky/Mobile no etc. During the rainy and winter seasons guards shall be equipped, water resistant boots, umbrellas, raincoats, sweaters, torch, baton etc., Moreover, the guards shall possess batons in their hands to counter odd and unprecedented situations, if cropped up by any chance. The Second Party shall also provide gunmen if desired by the First Party. All security guards deployed therein shall abide by all the instructions, as and when conveyed to them.
16. The Second Party shall immediately take note of any discontentment of its workforce engaged in security services in the First Party and shall take immediate and effective measures / steps to resolve the same.
17. It is agreed by and between the parties hereto that all the work - related problems of the workmen of the Second Party shall be dealt with by the Second Party with information to the First Party at the earliest.
18. The Second Party hereby takes note that if any problem, discontentment, allegation, dispute or agitation crops at any point of time on the part of its workforce engaged in security services then the Second Party will solely be liable for the same and will make immediate and effective measures/ steps to resolve such and make arrangements to restore normalcy and

tranquilly otherwise the First Party shall have the right to terminate the said contract without prior notice, withhold all the bills payable to the Second Party for the services and demand compensation thereof for such damage and injury.


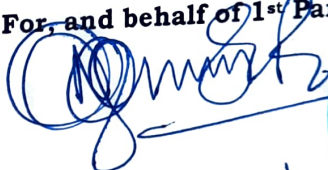
19. During the operative period of the contract, the same may be terminated by either party by giving 60 days' written advance notice to the other party.
20. On termination of this agreement for whatsoever reasons, the Second Party shall take back the entire workforce / manpower provided by them who shall vacate the premises of the First Party peacefully without any disturbance or disruption to the smooth running of the educational service of the First Party being offered to the students and handover charges of all materials, equipment's and other properties of the First Party that may be in their possession. Any damage or loss caused in this respect will be compensated by deducting from the bills payable to the Second Party.
21. It is agreed by and between the parties hereto that all disputes/differences shall be settled in the courts having jurisdiction of the Shimoga Municipal Corporation only.

Witness

1.  Dr. Sandhil G
064

2. 
Pruthvi P. Gowda
S/o Prabhakar B.S.,
Vimalakshwara Nikaya,
13th Cross, 60 feet Road
Shimoga - 577203
Mob: 9986142811
Aadhar No. 7743 5134 7713

For, and behalf of 1st Party



For, and behalf of 2nd Party

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