



महाराष्ट्र MAHARASHTRA

○ 2015 ○

NK 222048

12 JAN 2016

Stamp Read Clerk / Sr. Clk

No: _____

AGREEMENT

THIS AGREEMENT made on this 31th Day of December, 2015 between M/S. Om Sai Roses. A company incorporated under the provisions of Companies Act 1956 and is Having its registered office at A/10, Arihant co-operative society, Kinkhede Layout, Bharat Nagar., Nagpur. (Hereinafter referred to as the Contractor) which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the first part.

AND

M/S Shri Ramdeobaba College of Engineering & Management Institute, an institution registered under the company registered under the Bombay Public Trust Act & societies regulatory act 1860. (Herein after referred to as "Client") represented by Ramdeobaba Sarvajanik Samiti.

Whereas, the Client desired to engage Gardening services of the Contractor to maintain the college premises of the client in clean and hygienic condition as per Annexure A, for their premises situated at Katol Road, and for the same, the Contractor has agreed to provide Gardening Services at the Client's premises at the location/s and on the terms and condition as agreed to hereunder.

It is agreed by and between the parties hereto as follows:

- 1. DATE OF COMMENCEMENT:** The **Client** agrees to engage the **Contractor** for rendering their Gardening Maintenance Services at the above mentioned location/s w.e.f. 1/1/2016.
- 2. UNIT STRENGTH AS ON COMMENCEMENT:** The unit strength at the time of commencement shall be **10**. However the same shall be reviewed mutually from time to time depending on the exigencies of the situation and as is expressly agreed to in writing by the **Contractor**.
- 3. MONTHLY RATES & BILLING:** The **Contractor** shall render its Gardening Services to the **Client** as per **Annexure-B** agreed monthly rates & billing.
- 4. PERIOD OF CONTRACT:** The above mentioned contract shall commence from 1/01/2016 to 31/12/2016 and shall be in force for a minimum period **ONE** year with effect from date of commencement. It may be additionally remain in force with the **Client** only after **written** instruction issued to Contractor by the Client.
- 5. DUTY HOURS:** The daily working hours of the Gardening Maintenance Personnel deployed by the **Contractor** shall be of **Eight** hour's duration. (Including Lunch & Tea break)
- 6.** The Contractor shall undertake the work of the deployment of Gardening Maintenance Personnel as per Clients requirement at their site and this number can be increased or decreased after giving prior information by the Client.
- 7.** The Gardening Maintenance Personnel deployed by the Contractor to the Client are to work as per written instruction issued to Contractor by the Client time to time. Further, any Gardening Personnel found unsuitable for the job assigned by Client to be replaced without any delay.
- 8.** It should be clearly understood by the Contractor that all the Gardening Maintenance Personnel deployed on Gardening duties at the client's premises are Contractors employees and are in no way associated with the Client. The Contractor shall make it explicitly clear to them that they are Contractors employees and have nothing to do with Client roll.
- 9.** The Contractor shall indemnify the client for any claim, loss, damage occurred or caused to the Company due to willful acts or omissions or carelessness or negligence of the Gardening persons deployed by the Contractor, while on duty.
- 10.** That the Contractor shall comply with statutory requirements as are applicable from time to time and shall be solely responsible for fulfillment of all legal obligation under various statute including Contract Labour Act, PF Act, ESIC Act, Service Tax & various allowances applicable etc. The Contractor shall keep the client indemnified against any dues compensation or any other liabilities of any nature whatsoever due to non fulfillment of any of the statutory provision under any statute/ bye – laws / notification etc.
- 11. DUTIES OF THE CONTRACTOR:**

11.1. The Contractor at its own expenses shall provide its Gardening Maintenance persons with necessary Equipments, outfit, etc. required for the effective discharge of Gardening services to the Client.

11.2. The Contractor shall ensure that the Gardening Maintenance persons provided by it maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Client or its business or work or its members /officers/employees and other contractors.

11.3. It is clearly agreed and understood that all the persons provided by the Contractor shall be employees of the Contractor and not of the client and all disputes between the Contractor and its people shall no bearing on the Client and the Client shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee or ex-employee of the Contractor.

11.5. It shall be the duty of the Contractor to ensure that the personnel deputed by the Contractor report to the client in time in good, neat and decent manner. The timings of the Contractor at the Client shall be so arranged to ensure that the external and internal area of the premises of the Client do not go without Gardening cover at any time. Discipline is of utmost importance and the Contractor shall make it abundantly clear to the persons deployed by it.

11.6. The Contractor shall cover its persons deployed to the client for personal accident and death while undertaking Gardening operations at the client vide, any Insurance Scheme or EISC benefit whichever is applicable. The Contractor shall ensure that the client is not held responsible in any such eventuality.

11.7. The Client shall not be responsible for any tortuous, criminal and/or immoral acts and deeds of the Gardening personnel or other staff of the Contractor and the Contractor shall compensate the client for any loss or damage or liability suffered by it or a third party due to such acts of the Contractor and/or its personnel.

11.8. The Contractor shall conduct background check of all of its workers deployed or to be deployed to the client ,prior to their posting with the client and ensure that such persons were /are not involved in any criminal or immoral activity or charge sheeted by police or any authority in connection with the offence .The Contractor shall also provide the client with complete personal details of each and every person posted to the Client with supporting documents to substantiate the personal identities of such workers.

12. BILLING AND PAYMENTS:

12.1. The **Contractor** will invoice the **Client** on the 30th of every month and any less/extra duties actually performed will be adjusted in the subsequent months invoice. For ensuring timely payments to the **Contractor's** Gardening Personnel, the **Contractor's** cheques should be released by the **Client** on or before the 15th of every month. The **Client** will not interfere in any ac released to the payment of wages or emoluments in any manner whatsoever by the **Contractor** to the personnel engaged by it in pursuance of this Agreement or in respect of

