



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 396964

Agreement for Cleaning & Maintenance

THIS AGREEMENT made on the 1st day of April, 2021 BETWEEN M/s. Premier Vigilance & Security Pvt. Ltd. having its registered office at 4B, Orient Row, Kolkata - 700017 (hereinafter called the "Agency", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART

And

UTI Asset Management Company Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051 and branch office in the name and style of UTI Mutual Fund, Ground Floor, 99, Rashbehari Avenue, Kolkata – 700 029, West Bengal (herein after referred to as "Customer" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns') of the OTHER PART.

(Agency and Customer are hereinafter collectively referred to as the Parties and singularly as a Party)

Signature of Premia Vigilance & Security Pvt. Ltd.
Handwritten Signature

For Housekeeping Agency

Signature of Arnab Kr. Sen
Arnab Kumar Sen
Chief Manager
Employee Code : 2129
UTI AMC Ltd.
99, Rashbehari Avenue
Kolkata-700029
For UTI AMC

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WHEREAS

- a) The Customer is desirous of engaging the services of an Agency for the purpose of providing Cleaning & Maintenance Services at the premises of the Customer at **UTI Mutual Fund, Ground Floor, 99, Rashbehari Avenue, Kolkata – 700 029, West Bengal** (hereinafter referred to as 'the said premises'). For the purpose, the Customer by its letter bearing ref. no. **PVS/UTI/Kolkata/2020-21 dated 10th March 2021** invited quotation (quotation).
- b) The Agency approached the Customer by its letter dated **10/03/2021** for the purpose of providing the Cleaning & Maintenance Services at the said premises of the Customer
- c) The Customer accepted the offer of the Agency by its letter bearing Ref. No. **UTI/WBRO/HKA-2/DOA/2020-21 dated 17/03/2021.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Duration and Commencement of the Agreement:

1.1 The Customer hereby retains the Agency on retainer ship basis for a period of ²⁴~~23~~ months for providing cleaning & maintenance service at the premises of the Customer at **UTI Mutual Fund, Ground Floor, 99, Rashbehari Avenue, Kolkata – 700 029, West Bengal** in the State of West Bengal.

1.2 This Agreement shall be valid for a period of **twentyfour months** commencing from **01st day of April, 2021 upto 31st March, 2023** (hereinafter called the said period).

2. Scope of services & Obligation of the Agency

2.1 The Agency shall provide personnel at the said premises of the Customer between the hours of **8:00 a.m and 16:00 p.m.**, unless otherwise advised by the Customer in writing to the Agency, which shall be binding on the Agency and form an integral part of this agreement.

For Premier Vigilance & Security Pvt. Ltd.

Prandhvi

Director

For Housekeeping Agency



Arnab Kr. Sen
Arnab Kumar Sen
Chief Manager
Employee Code : 2129
UTI AMC Ltd.
99, Rashbehari Avenue
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2.2 The Agency shall obtain all licenses/ permissions required for the purpose of providing services as per the arrangement contemplated in this agreement from all such authorities as may be required under law, rules and regulations from time to time.

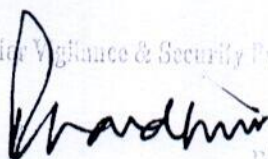
2.3 The Agency shall provide proper uniform (consisting of full pants, shirts, belt, shoes, etc.) to its Personnel deployed at the said premises of the Customer and shall ensure that they are properly dressed and maintain a level of decency.

2.4 The Cleaning & Maintenance Personnel deployed by the Agency at the said premises of the Customer shall be (a) less than 45 years of age, able-bodied and enjoy good health (b) fully trained in providing cleaning & maintenance service etc (c) Honest and faithful (d) Without any criminal background or record of any nature whatsoever (e) efficient, sober and honest.

2.5 The Agency will not deploy any cleaning & maintenance Personnel for carrying out its obligations whose deployment objection is taken by the Customer at its sole discretion and in such an event the Agency shall forthwith remove its personnel from the said office premises of the Customer and provide alternate arrangement immediately as a replacement.

2.6 The Agency alone shall (a) closely monitor briefing, de-briefing, incidence reporting, etc. by its personnel on daily basis (b) regularly train and upgrade the awareness of its personnel in respect of newer developments in the field of cleaning & maintenance etc. (c) provide at its sole costs and expenses the latest equipments for cleaning & maintenance. All such cleaning equipment etc. shall be in good order and working condition (d) Ensure that its personnel deployed at the said premises of the Customer shall not disturb the employees of the Customer or make any sort of noise in the premises, shall be polite, courteous, well behaved and honest (e) TI AMC ensure that its personnel deployed at the said premises of the Customer does not enter into any unlawful activity within the premises and have good moral character. (f) Ensure that its personnel deployed at the premises of the customer does not have any criminal background or record of any nature whatsoever (g) ensure that its personnel checks

For Premier Vigilance & Security Pvt. Ltd.



Director

Arunab Kr. Sen

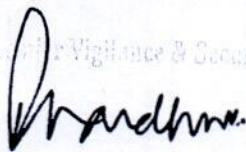
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and controls movement of vehicles, visitors and service-providers like courier agencies, plumbers, electricians, etc. at the said premises of the Customer (h) verify the antecedents of its personnel before deploying at the said premises of the Customer and furnish to the Customer name, address and contact number of the personnel, which shall be regularly updated by the Agency.

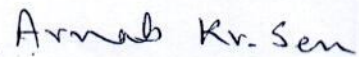
2.7 The Agency shall ensure any act which is not explicitly mentioned herein, but required to be carried out in the best interest of the cleaning & maintenance of the said premises of the Customer is taken care of diligently, honestly and without any lapse on the part of the Agency or its Personnel.

2.8 The cleaning & maintenance Personnel deployed by the Agency for providing the cleaning & maintenance services at the said premises of the Customer shall be in the exclusive employment of the Agency alone and not of the Customer

2.9 The Agency alone exclusively shall be responsible (a) for payment of Minimum Wages and other service benefits under the various Labour Laws to its employees/ Personnel deployed for carrying out activities contemplated in this Agreement. (b) to pay wages and other allowances to its Personnel as per the prevailing rates of minimum wages fixed by concerned Government from time to time and provide all other benefits to its personnel as per various labour and other statutory provisions. (c) to provide weekly holidays, National and festival Holidays and leave with wages as per law, rules, regulations and notification (d) to exclusively discharge all statutory and other liabilities, requirements, compliances, if any, (including Minimum Wages as per Government notification, Uniform, Ex- Gratia, Gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc.) in connection therewith. (e) to exclusively be responsible for payment of any claim or compensation on any bodily injury or on death of its personnel during the course of providing cleaning & maintenance service at the said office premises of the customer. (f) to fulfill all obligations in connection with its Personnel deployed for the purpose of providing cleaning & maintenance service.


Director

For Housekeeping Agency


Arnab Kumar Sen
Chief Manager
Employee Code : 2129
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2.10 The Agency alone exclusively shall be fully responsible (a) for all errors, mistakes, acts of commissions or omissions, negligence, of its Personnel deployed in the said premises of the Customer (b) for any theft, burglary fire or any other mischievous deed done by its personnel deployed at the said premises of the Customer

2.11 The Agency shall at all times conduct itself within the parameters of law and in the event of any offence being committed by employee/ Personnel of the Agency, the Customer shall not vicariously be liable.

2.12 In the event of any claim, liability, financial or otherwise on the Customer on account of the Personnel employed by the Agency towards Compensation, Leave Compensation, Uniform, Ex-gratia, Gratuity, etc., the Agency indemnifies and do hereby agree to indemnify and keep the Customer and its successors indemnified against all costs, expenses, losses or damages which the Customer its successors have incurred / suffered or may incur / suffer in the process.

2.13 In case of any default or failure on the part of the Agency to comply with any one of the obligations and responsibilities, terms and conditions of this agreement , the Customer reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to the Agency and/ or getting the work done through any other sources and recovery of such expenditure incurred, from the Agency and/ or by taking recourse to appropriate recovery proceedings.

3. Fees & Charges

3.1 The Customer shall during the currency of this agreement pay to the Agency (so long as the Agency performs its obligations hereunder) **Rs. 21,539/-** (Rupees Twentyone thousand five hundred thirtynine only) per head per month plus GST charges as applicable subject to deduction of all applicable taxes at source as per applicable provisions of prevailing law. No revision in the lump sum payment will be made during the period of contract. Mode of payment will be monthly and will be paid on 10th of each succeeding month. Payments to the Agency shall be through Account Payee cheques only.

For Premier Vigilance & Security Pvt. Ltd.

Prandhwa

Director

Arnab K. Sen
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3.2 The Agency shall be separately reimbursed GST remitted by the Agency to the authorities concerned. The Agency shall forward a copy of the challan on this account towards Service Tax every month to the Customer for its records, before submitting its bill for the next payment due on this account. In the event of the Customer having to incur any liability on this account of GST, the Agency indemnifies and do hereby agree to indemnify and keep the Customer indemnified against all consequential costs, expenses, losses or damages which the Customer have incurred / suffered or may incur / suffer in the process.

3.3 The Customer shall not make any payment whatsoever by way of any compensation, fee or charges or any other payment to the Personnel of the Agency deployed at the said premises of the Customer.

4. Representation and Warranty of Agency

4.1 The Agency represents and warrants that it has examined and thoroughly familiarized itself with all existing conditions, law, rules and regulations related to the services to be provided pursuant to this agreement.

4.2 The Agency represents and warrants that the Agency is authorized to provide the services contemplated in this Agreement through its Personnel at the said premises of the Customer and obtained all prior necessary approvals and permissions and licenses from the Statutory, Government, public and quasi public authorities having jurisdiction over Agency and over agreed services.

4.3 The Agency further warrants that it shall obtain all other license/permission from the concerned authorities promptly wherever applicable and required for the purpose of providing services contemplated in this agreement.

For Premier Vigilance & Security Pvt. Ltd.

Pranab

Director

For Housekeeping Agency

Arnab Kr. Sen

Arnab Kumar Sen
Chief Manager
Employee Code : 2129
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5. Indemnity & Penalty

5.1 The Agency indemnifies and agrees to keep indemnified the Customer from and against all losses arising directly or indirectly due the act of omission, commission, negligence, fraud, and breach of the terms and conditions of this agreement. For the purpose of this clause losses include without limitation all losses, costs, expenses (Including court costs and attorneys fees, interest and profit) claims, demands, fines, penalties, suits, damages or death and other liabilities of whatever kind or nature. This indemnity is continuous and shall survive even after termination of the Agreement.

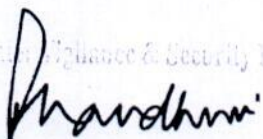
5.2 The Customer shall at its sole discretion impose cash penalty on the agency or deduct such amounts from the fees and charges payable to the Agency on any financial loss directly or indirectly by any mistake, errors, act of omission and commission, negligence, any wrongdoing on the part of the Personnel of the Agency or Agency itself.

6. Confidentiality

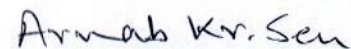
6.1 The Agency shall take all necessary steps to safeguard the privacy and confidentiality of any information received about the Customer from whom it has acquired such information by virtue of the Service provided and shall ensure that no person acting on behalf of the Agency or the Agency itself divulges or uses any such information except as may be necessary in the course of providing services to the Customer.

7. Miscellaneous

7.1 Any breach of the terms of this Agreement by the Agency will entitle the Customer for appropriate liquidated damages related to the cause of action and the object thereof and/ or to terminate the Agreement forthwith in writing without notice. On such termination, the Agency shall promptly remove its personnel from the said premises without any let or hindrance of any kind whatsoever.

For Housekeeping Agency


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7.2 The Personnel deployed on duty by the Agency at the said premises of the Customer shall not engage in any mala fide activities to the detriment of the Customer's interest and shall not keep enmity with the neighboring persons/ establishments, and the Agency undertakes that the said premises shall be kept clean and tidy and ensure the structural fittings and installations are intact without any mutilation.

7.3 The relationship between the Parties is one of principal to principal basis.

7.4 Annexures Part of the Agreement: This Agreement together with all Annexures hereto forms a single Agreement among the Parties hereto.

7.5 Counterparts: This Agreement may be executed in two counterparts, all of which when taken together constitute a single Agreement.

7.6 No variations or modifications to any of the terms of this Agreement shall be valid unless they are reduced in writing signed by or on behalf of the Parties hereto.

7.7 The Parties agree that the notice inviting renewal proposal, the renewal proposal dated 10.03.2021 of the Agency and the letter of engagement dated 17.03.2021 of the Customer shall form integral part of this agreement. For removal of doubts, it is clarified that in an event, any of the terms, conditions contained herein conflict with the terms and conditions of the above quotation and letter of engagement, then the terms and conditions of the above quotation and letter of engagement shall prevail for all purposes and intents.

7.8 The Agency confirms that there is no past and shall be no future violations of anti - corruption/ bribery laws related to the transaction contemplated in this agreement.

7.9 The Agency agree that the Agency shall not use the customer's name, trademarks, service marks, logos, trade names and/or branding without prior written consent of the Customer for any purpose whatsoever.

For Premier Vigilance & Security Pvt. Ltd.

Prandhvi

Director

For Housekeeping Agency

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8. Termination

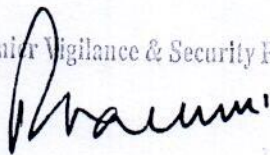
8.1 Either party shall be entitled to terminate the Agreement earlier than the stipulated period hereinabove by giving one month's notice in writing without assigning any reason whatsoever.

8.2 The Customer shall be entitled to terminate the agreement at any time without giving notice to the Agency at its sole discretion on failure of the Agency to adhere the terms and conditions of this agreement and non satisfactory performance.

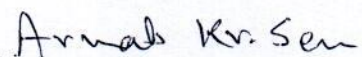
9. Governing Law, Dispute Resolution, Courts & Jurisdiction

9.1 Any dispute arising out of this agreement or that, which may arise in future, will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to Jurisdiction of **Kolkata** Courts only. The Agreement shall be subject to and construed and interpreted in accordance with the laws of India.

For Premier Vigilance & Security Pvt. Ltd.



For Housekeeping Agency



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For UTI AMC

-: 10 :-

IN WITNESS WHEREOF, the parties have set their hands hereunto this the 01st day of April 2021 Signed and Delivered by the within named M/s. Premier Vigilance & Security Pvt. Ltd. by its authorized signatory Shri Pinakpani Aditya Chaudhuri - Director in presence of

1. (Name and complete address of witness & signature)

Falguni Patra - Kolkata - 13.05.21

2 Prodipto Dutta - 13.05.21

Signed and Delivered by the within UTI Asset

Management Company Limited by its authorized

signatory Shri Arnab Kumar Sen, Chief Manager, Rashbehari Branch, West Bengal

Office, in presence of

1. (Name and address of witness & signature)

Raja Goswami
RAJA GOSWAMI
28/4, DPP ROAD, NAKTALA, KOLKATA-700047.

2 *Swapan Kumar Naskar*
SWAPAN KUMAR NASKAR
Rammohan Pally Ukilpare, P.O. Baripura, Kolkata - 700144.

For Premier Vigilance & Security Pvt. Ltd.

Pinakpani Aditya Chaudhuri

Director

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