

**AGREEMENT**

Om Sai Services

Security Services

Period: - 1st April-2022 to 31<sup>st</sup> March-2023



महाराष्ट्र MAHARASHTRA

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BN 358259

11 9 MAY 2022  
अनु. क्र. 332e  
वस्तु का प्रकार...  
वस्तु माली करवात आहेत का ? होय/नाही.  
मिळकतीचे वर्णन...  
मुद्रांक वि. येणाऱ्याचे नाव... श्रीमसाई शर्मासेरा  
पत्ता... पर्यवडी  
दुरुव्या पक्षकाराचे नाव... श्री. बाणवध प्रत्यक्षेशन. शे  
वस्तु स्वतः... सीहित पापळ पर्यवडी  
या कारणासाठी माली मुद्रांक घेता आहे याची स्पष्ट घोषणा आहे.  
मुद्रांक घेण्यापासून ६ महिन्यांत वस्तु व मिळकत हातून घेण्यात येईल.



### AGREEMENTS

This Agreement is made and executed at Pune on  
this 1st April, of year 2022.

Handwritten signature in blue ink.





**BETWEEN**

**INDIRA COLLEGE OF ENGINEERING & MANAGEMENT**, run and managed by Shree Chanakya Education Society, an educational trust registered under the Societies Registration Act, 1860 and Bombay Public Trust Act 1950, having its campus at S.No.64/65, gat No.276, Parandwadi, Taluka Maval, Pune-410506,, represented through its **Director**,

**Dr. Sunil Ingole** herein after referred to as the "Institute" (which expression unless repugnant to the subject or context shall include its heir's assigns successors, administrators, etc).....**PARTY OF THE FIRST PART**

**AND**

**OM SAI SERVICES**, a Sole Proprietorship concern, Registered under the Maharashtra Shop and Establishments Act, 2017 having his registered office at At Post – Prandawadi Tal- Maval Dist.- Pune – 410506 through its Sole Proprietor Mr. **Vasant Bajaba Papal**, Age 43 years, Occupation – Business, hereinafter called the Contractor (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in business and assigns) .....

**PARTY OF THE SECOND PART**

**WHEREAS**, the First Party desires to avail the services of independent contractor for **Security Services** at its premises, which security services are more particularly listed in **Schedule-I** respectively annexed hereto. (Hereinafter collectively referred to as "**Services**").

**AND WHEREAS**, the Second Party is in a position to provide the services of the said contract works and the said second party is willing and ready to extend the said contract works as an independent contractor on the following terms and conditions:

**NOW THEREFORE THESE PRESENTS WITNESSTH AS FOLLOWS**

**1. Definitions:**

1.1 In this Agreement the following expressions shall have the following meanings.

*Papal*



- 1.1.1 The Contractors "Supervisor" means the person appointed by the contractor and notified to the Institute in writing from time to time to act as the Contractors Supervisor under this agreement. He shall direct and control the overall performance of the contract.
- 1.1.2 "Premises" shall mean and include the premises belonging to the Institute and situated at Parandwadi , Pune
- 1.1.3 "Working Hours" means the hours during which the services are to be performed at the Premises.

**2. EFFECTIVE DATE , TERM:**

Subject to the terms and conditions set forth in this Agreement, this Agreement shall come into effect from **1<sup>st</sup> April 2022** ("effective date") and shall continue to be in force till **31<sup>st</sup> March 2023** hereinafter referred to as ("Term").

**3. SCOPE**

- 3.1. The Contractor shall provide the Services more particularly specified and defined in "**Schedule I**" appended herewith as per the requirements of the Institute.
- 3.2. The Contractor shall not supplement, modify, substitute or alter the Services or the scope of Services without prior written consent of the Client.

**4. DUTIES AND OBLIGATIONS OF THE CONTRACTOR**

4.1.1 The Institute will not in any manner be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker/personnel or his/her legal heirs engaged/employed by the contractor, which the Institute is obliged to discharge by virtue of any statute or any provision of law for the long time being in force, due to the mere fact that the workers of the Contractor were working at the Institute's premises or otherwise, the Contractor undertakes to indemnify/reimburse the Institute all the money paid and expenses incurred on account of such claims by the Institute.

*[Handwritten signature]*



- 4.1.2 In case any employee of the Contractor is negligent in performing the duties and obligation under this agreement and causes any loss or damages to the property of the Institute, the contractor shall be liable to compensate the Institute for such loss or damages after combined investigation if found guilty.
- 4.1.3 It is placed on record that for all purpose the personnel employed by the Second party on these independent job contract works shall be the employees of the Second party only.
- 4.1.4 The Contractor also will decide and take disciplinary action against the workmen if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the labour laws.
- 4.1.5 Monthly wages will be disbursed to the Contractor's employees through cheque or bank transfer.
- 4.1.6 The Contractor is directly responsible for compensation arising out of any accident / claim happening during the course of any person deployed by the contractor. The Contractor will ensure that the persons deployed will not consume any alcohol /liquor /drug while on duty or report to duty while under the influence of the above mentioned substance or display any kind of behavior /treatment which adversely affects reputation of this the Institute or hampers the work in progress.
- 4.1.7 The Second party will make sure of **Police Verification** within 15 days of each security personnel being deployed in First Party premises and will submit copy of the same along with the bio data/recruitment form. The Contract shall also make sure that past employment history is clean and unblemished.
- 4.1.8 It is expressly agreed by and between the parties that the Second Party alone, shall be
- a) Liable and responsible for Payments of wages to personnel employed as regards the scope of work and
  - b) Liable for the statutory payments, contribution, fees etc., payable and compliances under various labour and other enactments i.e.
    1. The Employees State Insurance Act, 1948,

*[Handwritten Signature]*





2. The Employees Provident Fund and Miscellaneous Provisions Act, 1952,
3. The Payment of Wages Act, 1936
4. The Minimum Wages Act, 1948
5. The Payments of Bonus Act, 1965,
6. The Contract Labour(R & A) Act 1970,
7. The Bombay Labour Welfare Board Act, 1950,
8. The Professional Tax Act and such other Act as may be applicable in connection with the employment of Security Personnel employed by the second party and posted for duties at the premise of Institute.
9. The Contractor shall have procured and maintained live a License issued by the Commissioner of Police, Pune known as **Passara** for carrying on its Security Services. **Non-renewal of the License would give a right to the Institute to terminate the Security Services forthwith.**

4.1.9 The Second party shall provide "Compliance Certificate" in the form as per **Annexure II** herewith by 15<sup>th</sup> of every month of having complied with all aforementioned statutory enactment in respect of previous month. The second party does place on record that the second party shall comply scrupulously and remit relevant contribution and taxes etc.

4.1.10 The second party shall provide proper uniform, etc., to the personnel employed on these contract works of the second party at the cost of the second party.

4.1.11 The second party shall be liable and responsible for the act of negligence in the execution of works done by the personnel employed by the second party and all the resultant damages and or losses shall be recovered by the first party from the second party, on failure of performing or omitting to perform duties by the personnel of the second party after combined investigation & if found guilty.

4.1.12 The second party has agreed to ensure that all his employees shall be paid wages at the rates not less than prescribed rates of minimum wages from time to time and

The benefits of ESI, PF, Bonus, Leaves, etc, are duly extended to all of them in accordance with the provisions of laws applicable. The second party shall also ensure the compliance of the provision of the contract labour (Regulation and abolition) Act, 1970.



- 4.1.13 The second party in respect of the personnel employed by him shall alone be responsible for complying the relevant labour statues. And the first party shall not be liable for any contravention in this regard by the second party.
- 4.1.15 the second party shall have total administrative and supervisory control over all his personal employed through its own Supervisor, the first party or its officials will not have any direct or indirect supervisory or administrative control over the employees employed by the second party.

5. **INSTITUTE'S OBLIGATIONS.**

- 5.1 It is clearly understood that in this contract, the control and supervision of the employees engaged by the Contractor for rendering services shall exclusively rest with the Contractor. The Institute or its officials will not have any direct or indirect supervisory or administrative control over the employees employed by the Contractor.
- 5.2 The Institute may provide necessary equipment's for proper execution of this contract. However the Contractor shall be responsible for proper upkeep and maintenance of the equipment's and shall return the same to the Institute upon completion of job or contract period.
- 5.3 Contractor shall submit the monthly bills by 1<sup>st</sup> week of successive month. The Institute shall make payments of due bill by the 15<sup>th</sup> of successive month upon ensuring necessary compliance and certification by the Institute's Representative. The Institute reserves the right to recover / adjust any money due to it from such payment.

6. **PAYMENT.**

- 6.1 For the performance of the services tasks, the Institute shall pay to the Contractor the charges per job / per services / per assignment or on the volume of work. The charges agreed upon, on the basis of present volume of work are as per Annexure III attached.

*Bapaw*





- 6.2 Taxes which shall be subject to change due to increase or decrease in volume of work from time to time and subject to government notifications issued from time to time.
- 6.3 At the 1<sup>st</sup> week of every succeeding month, Contractor shall submit the bill for the charges for rendering services during the month and such other sums due, on account of any charges / expenses incurred by the Contractor. The said charges / expenses would be reimbursed if supported by Bills. If no bills are submitted then in such case the reimbursement would be at the discretion of the Institute.
- 6.4 The Payment shall be made by the Institute after the receipt of undisputed bill duly approved by the Finance department. There shall be a credit period of 90 days applicable for each undisputed Bill received by the Institute. The Institute shall be liable to make payment only after expiry of credit period of 90 days. . In case of non-compliance of Labour Laws or breach of any of the terms of this Agreement the Institute shall be liberty to further withhold the bills till compliance is made of the statutory compliance. In case the contractor does not perform the activities mentioned in Annexure I appended to this Agreement the Institute shall be at liberty to issue a debit note for deficiency in services and / or send written communication or email to the Contractor pointing out the deficiencies and the amount deducted for the same.
- 6.5 While making payment of the service charges , the Institute shall make the following deductions :
- a) The income tax deduction at source as per the government regulations
  - b) The amount equivalent to any damage / loss etc. done by the workmen employed by the Contractor to carry on the job of the Institute.
- 6.6 The rates quoted in the quotations shall be exclusive of all taxes and duties or other levies levied by the Central Government, State Government or any local authorities. The rates shall not change for one year and shall not be subject to any variations due to increase in statutory dues or, labour wages, or any other conditions whatsoever, except any change in Minimum Wage Rate or Special allowance declared under the Minimum Wages Act, 1948 as applicable. This however shall be subject to Govt notifications issued from time to time.





7. **DISPUTE RESOLUTION.**

7.1 Any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Director of the Institute shall be final and binding on the Service Provider.

7.2 In the event of any other dispute arising out of the agreement or terms and conditions or as regards the implementation of this contract, the Parties have agreed that the dispute as such shall be referred to arbitration as per provisions of Arbitration Conciliation Act, 1996. The venue of Arbitration shall be Pune and only Courts situated in Pune shall have jurisdiction.

8. **CONFIDENTIALITY.**

The Contractor shall ensure to keep in strict confidence forever any information acquired by them and or their employees about the Institute's business, systems, finances, policies, processes, techniques, customers, etc. The information shall not be disclosed to any other person / agency without prior consent in writing from the Institute's Director. Any violations under this clause shall entitle the Institute to terminate this contract in addition to the damage / losses payable to the Institute.

9. **ASSIGNMENT.**


Contractor shall not sub-contract and /or assign rights and responsibilities undertaken by Contractor under this contract to any other person or a body incorporate without prior written consent of Institute. Further in the event of change in the ownership of Contractor, the written permission of Institute shall be obtained by Contractor for continuation of this contract.

10. **NOTICES.**

Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent (by first class pre-paid post, email or comparable means of communication) to the other Party at the address mention above.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

For Indira College of Engineering  
And Management

  
Dr. Sunil Ingole  
Director  
Witnesses: 1)


for Om Sai Services

  
Mr. Vasant Bajaba Papal  
Proprietor  
2)   
  


## ANNEXURE- I

### SECURITY SERVICES

- To enforce strict access control at the Gates of the building and ensure that only Institute members, students, employees and authorized visitors have access to the premises.
- To carry out surprise checks against sabotage by miscreants at the gates once in a month and ensure that the area remains sterilized.
- To enforce strong watch in the area particularly the gates and to deny entry to undesirable, unwanted and anti-social elements.
- To keep keen watch on the premises. To patrol the floor area and observe the activities of the, visitors and workers for any unwarranted activities and prevent thefts.
- Parking management and enforcement of parking discipline.
- Monitoring of security and safety in the area. In case of crisis they should carry out their role as per the instruction.

#### Dos' and Don'ts for Deployed Staff.

##### Dos'

- Maintain personal hygiene by wearing clean clothes, gloves, shoes etc.
- Be well groomed with short & tidy hair, trimmed nails etc.
- Keep spare uniform available to change at short notice.
- Answer telephone calls politely and be courteous to all Clients.
- All safety and security rules regulations of Indira College of Engineering & Management (ICEM), Pune to be strictly adhered by the staff.

##### Don'ts

- Misbehavior with any Peon/Member of Indira College of Engineering & Management (ICEM),Pune, Guest, other Contract personnel of any magnitude.
- Impoliteness, loud talking, inappropriate language, inappropriate gestures, any indiscipline
- Group gatherings, disturbance
- Involvement in any kind of activity at Indira College of Engineering & Management (ICEM),Pune with mollified intentions (including theft), either directly or as a support to any third party.



## Screening

- Om Sai Services will depute any personnel at Indira College of Engineering & Management (ICEM), Pune only after screening and approval by authorized person of Indira College of Engineering & Management (ICEM), Pune
- Any change in any personnel will be at an intimation of at least 1 week to Indira College of Engineering & Management (ICEM), Pune and the new personnel will also be screened and approved by the Client Representative.
- If any personnel needs to be changed by OM Sai Services due to some emergency which is beyond the OM Sai Services Management's control, even then the new personnel will be first screened and approved by Indira College of Engineering & Management (ICEM), Pune.
- In case of rejection of any personnel by Indira College of Engineering & Management (ICEM), Pune, Om Sai Services will provide an option till the personnel is approved by the client.
- If Om Sai Services continues to provide sub-standard personnel which are not approved by Indira College of Engineering & Management (ICEM), Pune and the work suffers, Indira College of Engineering & Management (ICEM), Pune will impose penalties.

For Indira College of Engineering  
And Management

Dr. Sunil Ingole

Director

for Om Sai Services

Mr. Vasant Bajaba Papal

Proprietor

Witnesses: 1)

2) Bhoyom Patil





**ANNEXURE II - Compliance Certificate**

Sr. No.	Compliance under	Type of Compliance	Statutory date of	Actual date
1.	Payment of Wages Act	Wages to be paid to contract labour before the authorised representative of the principal employer before the	7 <sup>th</sup> of subsequent month	
2.	Provident Fund Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of Subsequent Month	
3.	Employees State Insurance Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of subsequent Month	
4.	Profession Tax	Challan of employees contribution for each month to be submitted before the	Last day of the month	
5.	MLWF	Challan of employees contribution for each month to be submitted before the	15 <sup>th</sup> of July for month of June and 15 <sup>th</sup> of July for month of December	



**Annexure III – Om Sai Services**

Security Services Parandwadi		
Particulars	Security Guard	Security Supervisor
Basic	10,856	11,632
Sp. Allowance	1,794	1,794
<b>Total (A)</b>	<b>12,650</b>	<b>13,426</b>
HRA 5% on A	633	671
<b>Gross Salary (B)</b>	<b>13,283</b>	<b>14,097</b>
PF Contribution 13% on (A)	1,645	1,745
ESIC Contribution 3.25% on (B)	432	458
MLWF	6	6
<b>Total (C)</b>	<b>15,365</b>	<b>16,307</b>
1/6 relieving charges	2,561	2,718
<b>Total (D)</b>	<b>17,925</b>	<b>19,025</b>
Service charges 15 %	2,689	2,854
<b>TOTAL</b>	<b>20,614</b>	<b>21,878</b>

- 1) GST @18% (As applicable) on Total Billing.
- 2) Special Allowance revised by Govt. every 6 Months
- 3) Revision of rates will be automatically implemented on receipt from Govt. intimation will be sent.
- 4) Bonus @ Rs. 3500/- or at higher rate as approved by the Management
- 5) Leave With Wages on yearly basis for employees completing 240 days

IN WITNESS WHEREOF PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES IN THE PRESENCE OF THE WITNESSES BELOW NAMED ON THE DAY MONTH AND YEAR AS MENTIONED BELOW.

  
Dr. Sunil Ingole  
Director

  
Mr. Vasant Bajaba Papal  
Proprietor

Witnesses:-1. Name: -

  
Nitesh Phadnis

2. Name:-

  
Bhagyam Patil



Devashree Nursery - Lawn

1 - April - 22 - to - 31 - March - 22





महाराष्ट्र MAHARASHTRA

2022

BN 355628

अनु. क्र. 3228 दि. 20/4/22 मु.मु.रकम 500-  
दस्तावा प्रकार कर्जा  
दस्ता नोंदणी करणार आहेत का ? होय / नाही  
मिळवणीचे वर्जन  
मुद्रांक दिवत घेणाऱ्याचे नांव श्री साधव्य गणेश केशव मोहोदय  
पत्ता लायको 33  
दस्ता बक्षवराचे नांव  
होणे व्यक्तीचे नांव व पत्ता श्री. बायदंडे  
मुद्रांक दिवत घेणाऱ्याची सी. श्री. बायदंडे  
मुद्रांक दिवत घेणाऱ्याची सी. श्री. बायदंडे



### AGREEMENTS

This Agreement is made and executed at Pune on this 1st April, of year 2022.

अश्विनी कुमार नर्सरी  
श्री. बायदंडे  
करिता

**BETWEEN**

**Indira college of Engineering and Management**, managed and run by Shree Chanakya Education Society, Pune, and represented through its Director, **Dr.Sunil Ingole** herein after referred to as the "**ICEM**" (which expression unless repugnant to the subject or context shall include its heir's assigns successors, administrators, etc)  
.....**PARTY OF THE FIRST PART**

**AND**

**Devashree Nursery & Farms**, a Sole Proprietorship Cornern, through its Sole Proprietor **Mr. Dhruv Sopanrao Waidande**, having office at Bebedohal Road, Parandwadi, Tal. Maval, Pune- 410506, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in business and assigns) -----  
**PARTY OF THE SECOND PART;**

WHEREAS the First party desires to avail the services of independent contractor for **Lawn Maintenance** Services at its premises, at Indira college of Engineering and Management, Pune, which Garden Maintenance services are more particularly listed in **Annexure- I** respectively annexed hereto. (hereinafter collectively referred to as "**Services**").

AND WHEREAS the Second Party is in a position to provide the services of the said contract works and the said second party is willing and ready to extend the said contract works as an independent contractor on the following terms and conditions:

1. **EFFECTIVE DATE , TERM:**

Subject to the terms and conditions set forth in this Agreement, this Agreement shall come into effect from **1<sup>st</sup> April-2022** ("**effective date**") and shall continue to be in force till **31<sup>st</sup> March-2023** hereinafter referred to as ("**Term**").

अश्विनी कुमार नर्सरी  
ध्रुववायदो  
करिता,



## **2. SCOPE**

- 2.1. The Contractor shall provide the Services more particularly with as per the requirements of the ICEM.
- 2.2. The Contractor shall not supplement, modify, substitute or alter the Services or the scope of Services without prior written consent of the Client.

## **3. DUTIES AND OBLIGATIONS OF THE CONTRACTOR**

- 3.1.1 The ICEM will not in any manner be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will lie against the ICEM. If any such claim is made against the Society by any worker/personnel or his/her legal heirs engaged/employed by the contractor, which the ICEM is obliged to discharge by virtue of any statute or any provision of law for the long time being in force, due to the mere fact that the workers of the Contractor were working at the ICEM premises or otherwise, the Contractor undertakes to indemnify/reimburse the ICEM all the money paid and expenses incurred on account of such claims by the ICEM.
- 3.1.2 In case any employee of the Contractor is negligent in performing the duties and obligation under this agreement and causes any loss or damages to the property of the Society, the contractor shall be liable to compensate the ICEM for such loss or damages.
- 3.1.3 It is placed on record that for all purpose the personnel employed by the Second party on these independent job contract works shall be the employees of the Second party only.
- 3.1.4 The Contractor also will decide and take disciplinary action against the workmen if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the labour laws.

अश्विनी कुमार नर्सरी  
दीपवायदे  
करिता



- 3.1.5 The Contractor is directly responsible for compensation arising out of any accident / claim happening during the course of any person deployed by the contractor. The Contractor will ensure that the persons deployed will not consume any alcohol /liquor /drug while on duty or report to duty while under the influence of the above mentioned substance or display any kind of behavior /treatment which adversely affects reputation of this company or hampers the work in progress.
- 3.1.6 The Second party will make sure of Police Verification, past employment history of each personnel before deploying them in First Party premises and will submit copy of the same along with the appointment letter.  
The second party shall carry out the work as per the Annexure – I
- 3.1.7 It is expressly agreed by and between the parties that the Second Party alone, shall be
- a) liable and responsible for Payments of wages to personnel employed as regards the scope of work and
  - b) Liable for the statutory payments, contribution, fees etc., payable and compliances under various labour and other enactments i.e.
    1. The Employees State Insurance Act, 1948,
    2. The Employees Provident Fund and Miscellaneous Provisions Act, 1952,
    3. The Payment of Wages Act, 1936
    4. The Minimum Wages Act, 1948
    5. The Payments of Bonus Act, 1965,
    6. The Payments of Gratuity Act, 1972,
    7. The Contract Labour (R & A) Act 1970,
    8. The Bombay Labour Welfare Board Act, 1950,
    9. The Professional Tax Act and such other Act as may be applicable in connection with the employment of Security Personnel employed by the second party and posted for duties at the premise of Society.
- 3.1.8 The second party shall provide proper uniform, to the personnel employed on these contract works of the second party at the cost of the second party.
- 3.1.9 The second party shall be liable and responsible for the act of negligence in the execution of works done by the personnel employed by the second party and all the resultant damages and or losses shall be recovered by the first party from the second party, on failure of performing or omitting to perform duties by the personnel of the second party.

अश्विनी कुमार नर्सरी

धनुवायदे

करिना

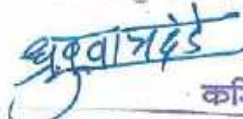
**4. DUTIES AND OBLIGATIONS OF THE SOCIETY**

- 4.1.1 If the First party want to increase or decrease the scope of work , then the first party will inform the second party well in advance as per exigencies of the said contract works effectively and efficiently with due diligence and care to the fullest satisfaction of the first party.
- 4.1.2 The Party of the Second Part shall charge **Rs. 35,000/- (Rupees Thirty five thousand Only) per month** to the Party of the First Part for providing garden maintenance services at ICEM.
- 4.1.3 The payment shall be made on submission of undisputed bills by the Party of the Second Party. There shall be a credit period of 45 days for payment of bills from the date of receipt of the same by the accountant of the owner. The payment shall be made subject to TDS and all other taxes and duties.
- 4.1.3 It is clearly and specifically understood and agreed that the employees of the contractor will in no circumstances be treated as workmen or employees of and the ICEM will in no circumstances be responsible as an employer.
- 4.1.4 It is expressly understood and confirmed between the parties that the persons engaged by the contractor shall not be the employees of the Indira college of Engineering and Management, Pune, nor shall such persons or their legal representatives have any claim against the ICEM for their employment, or compensation for injury or death caused by the accident or any reason whatsoever as applicable as per the terms and conditions of employment.

**5 DISPUTE RESOLUTION.**

- 5.1 Any dispute arising regarding the job contract including the interpretation or the scope or working thereof , the decision of the Director of the Institute shall be final and binding on the Service Provider.
- 5.2 In the event of any other dispute arising out of the agreement or terms and conditions or as regards the implementation of this contract, the Parties have agreed that the dispute as such shall be referred to arbitration as per provisions of Arbitration Conciliation Act, 1996.. The venue of Arbitration shall be Pune and only Courts situated in Pune shall have jurisdiction.

अश्विनी कुमार नर्सरी

  
करिता

6. **CONFIDENTIALITY.**

The Contractor shall ensure to keep in strict confidence forever any information acquired by them and or their employees about the Institute's business, systems, finances, policies, processes, techniques, customers, etc. The information shall not be disclosed to any other person / agency without prior consent in writing from the Institute's Director. Any violations under this clause shall entitle the Institute to terminate this contract in addition to the damage / losses payable to the Institute.

7. **ASSIGNMENT.**

Contractor shall not sub-contract and /or assign rights and responsibilities undertaken by Contractor under this contract to any other person or a body incorporate without prior written consent of Institute. Further in the event of change in the ownership of Contractor, the written permission of Institute shall be obtained by Contractor for continuation of this contract.

8. **NOTICES.**

Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other Party at the address mention above.

9. **TERMINATION**

Either party may terminate this agreement, by giving minimum thirty days notice in advance to other party or compensation in lieu thereof.

**Annexure – I**

**Dos' and Don'ts for Deployed Staff.**

**Dos'**

- Maintain personal hygiene by wearing clean clothes, gloves, shoes etc.
- Be well groomed with short & tidy hair, trimmed nails etc.
- Keep spare uniform available to change at short notice.
- All safety and security rules regulations of Indira College Of Engineering & Management, Pune to be strictly adhered by the staff.

अश्विनी कुमार नर्सरी  
धनुषायंदे  
करिता



### Don'ts

- Misbehavior with any Family/Member, Guest, other Contract personnel of any magnitude.
- Impoliteness, loud talking, inappropriate language, inappropriate gestures, any indiscipline
- Group gatherings, disturbance
- Involvement in any kind of activity at Indira College OF Engineering & Management, Parandwadi Pune, with malafide intentions (including theft), either directly or as a support to any third party.

IN WITNESS WHEREOF PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES IN THE PRESENCE OF THE WITNESSES BELOW NAMED ON THE DAY MONTH AND YEAR AS MENTIONED BELOW.

For Indira College of Engineering  
Farms  
And Management

  
Dr. Sunil Ingole  
Director

For Davashree Nursery &

  
Mr. Dhruv Waidand  
Proprietor

### WITNESSES

1) Nilesh Phadnis  


2) Bhagwan Prati  


  
करिता

## Annexure – I

### Scope of Works

- The Contractor will ensure very high levels of **Lawn maintenance** and shall put in place processes to monitor and improve these services on a continuous basis and for that purpose arrange to carry out relevant training for all it's staff. These services will be aligned to the business needs of the institute.
- The contractor has to do the proper lawn cutting, the grass should be rooted properly in the lawn, open areas & garden areas of the ICEM campus.
- The dead leaves must be removed immediately from plants, both Indoor & Outdoor Plants.
- There should be kept proper maintenance of Trees, Plants of Outside Parking area, back Side area, and others.
- The design should be given to the leaf for good looking.
- Unwanted Plants should be removed immediately.
- The work as detailed shall be carried out to the rasonable standard.
- The contractor will use all endeavours to carry out the work in accordance, in all material respect, with the contract.

अश्विनी कुमार नर्सरी

करिता

- The contractor will ensure that the plants are preventa from various diesenses.
- It is to be ensured be the contract the proper shape is given to the trees by carrying out time to time cutting.
- Timely spraying of insecticides & spreading fertiliser is to be ensured by the contractor.
- Plantation of trees as and when required is to be ensured by contractor.

अश्विनी कुमार नर्सरी

धुववात्रंदे

करिता

- Removal of waste & garbage from the garden.
- To Maintain the garden in decorative way.
- It is the responsibility of contractor to make available the insecticides, spraying pump & various tools required for garden maintenance work.
- It is very important for the contractor to keep the lawn clean on a daily basis
- It is necessary to apply fertilizer at own cost

AUTHORIZED SIGNATORY



FOR INDIRA College of Engineering  
& Managemnt.

AUTHORIZED SIGNATORY


अश्विनी कुमार नर्सरी  
धुववायंदे

करिता  
SOLE PROPRIETOR

Davashree Nursery & Farms, Pune.

WITNESSES

1) Nilesh Phadnis



2) Bhaugan Patil





**AGREEMENT**

Suvarna FMS Pvt.Ltd.

Electrical Maintenance Services

Period: - 1st April-2022 to 31<sup>st</sup> March-2023



महाराष्ट्र MAHARASHTRA

2022

BN 878785

2900 29 APR 2022  
4000

करारनामा

महाराष्ट्र राज्य सरकार

मुद्रांक दिनांक 25/04/2022

आपले कडे 800 चौकरी एअर कंडीशनिंग यंत्रणे

नाम व पत्ता विक्रम कुडावडे नांदे जिल्हा

वेपारदारी करी S. R. Kamalwar

मुद्रांकित करी/पत्ता/ सौ. रविशंकर कान्हीराम कर्नावडे

परवाना क्र. 2201154 परवान्याची मुदत 31/03/2023



25 APR 2022

प्रथम मुद्रांक लिपीक कोषागार पुणे करिल

### AGREEMENTS

This Agreement is made and executed at Pune on this 1st April, of year 2022.



**BETWEEN**

**INDIRA COLLEGE OF ENGINEERING & MANAGEMENT**, run and managed by Shree Chanakya Education Society, an educational trust registered under the Societies Registration Act, 1860 and Bombay Public Trust Act 1950, having its campus at S.No.64/65, gat No.276, Parandwadi, Taluka Maval, Pune-410506, represented through its **Director, Dr. Sunil Ingole** herein after referred to as the "Institute" (which expression unless repugnant to the subject or context shall include its heirs assigns successors, administrators, etc)

.....**PARTY OF THE FIRST PART**

**AND**

**M/S. SUVARNA FMS PVT. LTD.**, a Company incorporated under the Indian Companies Act, 1956, having its registered office At 125/1/1, Vivekanand Nagar, Wakad, Pune 57 hereinafter referred to as "Contractor" through its Director **Mr. Sameer Padwal** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns)

..... **PARTY OF THE SECOND PART**

**WHEREAS** the party of the First part is an educational institution and is carrying out the activity of imparting education.

**AND WHEREAS** the Institute for the smooth functioning and upkeep and maintenance of the entire electrical and mechanical installations / distributions wants assistance of Electricians. Therefore the Institute being desirous of availing electrical and mechanical maintenance services, hereinafter referred to as "said services" is lookout for an independent contractor.

**AND WHEREAS** the Party of the Second Part is providing **electrical maintenance services** through qualified and trained electricians at various places in Pune and is having expertise in this regard.

**AND WHEREAS** the Contractor has approached the Institute and has showed its intention to provide the said services in the campus of the institute.

**AND WHEREAS** the Contractor has offered to provide its services to the Institute, the Institute has accepted the offer of the Contractor and has decided to engage the Contractor to provide the said services more particularly described in the **Annexure I** appended to this agreement on the terms and conditions hereunder appearing



**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES AS FOLLOWS:-**

**1. DEFINITIONS:**

- 1.1 In this Agreement the following expressions shall have the following meanings.
- 1.2 "The Contractors Supervisor" means the person appointed by the contractor and notified to the institute in writing from time to time to act as the Contractors Supervisor under This agreement. He shall direct and control the overall performance of the contract.
- 1.3 "Premises" shall mean and include the premises belonging to the Institute and situated at Parandwadi.
- 1.4 "Working Hours" means the hours during which the services are to be performed at said the Premises.

**2. CONTRACT PERIOD**

- 2.1 The contract shall come into force and commence w.e.f. **1<sup>st</sup> April 2022** and it shall be for the period of 12 months i.e. up to **31<sup>st</sup> March 2023**.
- 2.2 The contract can be extended thereafter by mutual consent.
- 2.3 Unless contract period is extended in writing this contract shall automatically stand terminated on completion. The parties shall be at liberty to terminate this contract any time during the tenure of this contract by giving one month's notice to the other party.
- 2.4 However, the Institute shall have the right to terminate this Agreement at any time, in the event of breach of any terms and conditions stipulated hereunder.

**3. SCOPE OF WORK / SERVICES**

- 3.1 The Contractor shall provide, the said services as per the requirements of the Institute, more specifically stated in the Annexure I appended to this agreement. The requirements of the institute are subject to change by mutual discussion between the parties from time to time.
- 3.2 The Institute may issue necessary work instructions from time to time giving all details and information about each job, task, assignment, etc. through its Director or authorized representatives.

4. CONTRACTORS OBLIGATIONS.

- 4.1 The Contractor shall undertake to execute the job, assignments, task entrusted to the Contractor by the Institute or its representatives.
- 4.2 The Contractor shall provide the services with reasonable skill, care and diligence and in accordance with the instruction.
- 4.3 The Contractor shall complete the work as per specific requirement and to the full satisfaction of the Institute.
- 4.4 The Contractor shall immediately attend to all the complaints of the Institute in respect of work carried out by it.
- 4.5 A complete list of workmen engaged by the Contractor together with the detailed bio-data with latest photograph shall be submitted to the Institute by the Contractor . Any changes shall be informed to the Institute immediately.
- 4.6 The Contractor will ensure that the persons deployed, will not consume alcohol / liquor /drug while on duty or report to duty while under the influence of the above mentioned substance or display any kind of behavior / treatment which adversely affects reputation of this Institute or hampers the work in progress.
- 4.7 The Contractor will make sure of **Police Verification**, past employment history of each personnel before deploying them in the Institutes premises and will submit copy of the same along with the appointment letter.
- 4.8 It is expressly agreed by and between the parties that:-
- a) The Contract shall be liable and responsible for Payments of wages to personnel employed as regards the scope of work, by 7<sup>th</sup> day of succeeding month.
  - b) Monthly wages will be disbursed to the Contractor's employees through cheque or bank transfer.
  - c) The Contractor shall issue Identity cards to their employees as per Form X of the Contract Labour (Regulation and Abolition) Act, 1970.
  - d) The Contractor shall obtain necessary permissions, registration and licenses under applicable laws to carry out the obligation under this agreement. The Contractor shall fully indemnify the Institute against loss, damage, caused due to non - compliance of any of the statutory requirements or due to negligence in service by his personnel.

- e) The Contract shall be liable for the statutory payments, contribution, fees etc., payable and compliances under various labour and other enactments i.e.
1. The Employees State Insurance Act, 1948,
  2. The Employees Provident Fund and Miscellaneous Provisions Act, 1952,
  3. The Payment of Wages Act, 1936
  4. The Minimum Wages Act, 1948
  5. The Payments of Bonus Act, 1965,
  6. The Contract Labour (R & A) Act 1970,
  7. The Bombay Labour Welfare Board Act, 1950,
  8. The Professional Tax Act and such other Act as may be applicable in connection with the employment of electricians employed by the Contractor and posted for duties at the premise of Institute.
- 4.9 The Contractor has agreed to ensure that all his employees shall be paid wages at the rates not less than prescribed rates of minimum wages from time to time and the benefits of ESI, PF, Bonus, Leaves, Holidays, etc., are duly extended to all of them in accordance with the provisions of laws applicable. The Contractor shall also ensure the compliance of the provision of the contract labour (Regulation and abolition) Act, 1970.
- 4.10 The information regarding the compliances under various statutory requirements with copies of the necessary documents etc., as mentioned in **Annexure II** shall be regularly submitted by the Contractor to the Institute.
- 4.11 The Contractor shall provide proper uniform, Safety devices etc., to the personnel employed on these contract works at its own cost of the Contractor.
- 4.12 It is placed on record that, for all purposes the personnel employed by the Contractor on the independent job contract works shall be the employees of the Contractor only.
- 4.13 The Contractor will take disciplinary action against its personnel / employee, if the said personnel / employee is found to have committed any acts of misconduct, including discharge or dismissal after compliance with the labour laws
- 4.14 In case of lapse on the part of the workmen of the Contractor, the Contractor shall take proper action against such workmen. In case the Contractor fails to take any action against the defaulter, the Institute reserves it's right to take any suitable / legal action against the Contractor. In addition, the Contractor shall be responsible for any loss or damage caused to the property of the Institute or its



employees, by the personnel / worker engaged by him. The Contractor shall keep the Institute indemnified against such loss or damage. The Institute shall be within its right to recover the amount due to such loss or damage from the Contractor. The same shall be recovered from the amount due to the Contractor

- 4.15 The Institute will not in any manner be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker / personnel or his / her legal heirs engaged / employed by the contractor, which the Institute is obliged to discharge by virtue of any statute or any provision of law for the long time being in force, due to the mere fact that the workers of the Contractor were working at the Institute premises or otherwise, the Contractor undertakes to indemnify / reimburse the Institute all the money paid and expenses incurred on account of such claims by the Institute.
- 4.16 The Contractor is directly responsible for compensation arising out of any accident or claim occurring, during the course of any person being deployed by the contractor at the premises of the institute.
- 4.17 The Contractor undertakes to comply with all the norms of safety and ensure safety with precaution and proper instructions to personnel. The Contractor shall be responsible for any mishap, damage & loss due to work of its personnel / employee and shall indemnify the Institute against all the consequences arising out of such services due to negligence of its personnel / employee.
- 4.18 **All the workmen employed by the Contractor attending work of the Institute under contract must have highest standards of honesty. In case the Institute is not satisfied by the services of any workmen, Contractor shall replace the workmen.**
- 4.19 The Contractor and his employees shall strictly adhere to the system either existing or introduced in future in respect of work. For any lapse or negligence in work or compliance to system, the Institute shall levy fine on the Contractor which shall be recovered from the amounts due to Contractor.

5. **INSTITUTE'S OBLIGATIONS.**

- 5.1 It is clearly understood that in this contract, the control and supervision of the employees engaged by the Contractor for rendering services shall exclusively rest with the Contractor. The Institute or its officials will not have any direct or indirect supervisory or administrative control over the employees employed by the Contractor.
- 5.2 The Institute shall provide necessary tools, spares & consumables like light fittings, oil, diesel, water, cotton waste, mineral water, big ladders etc. for facility operation and maintenance and for proper execution of this contract.
- 5.3 However the Contractor shall be responsible for proper upkeep and maintenance of the equipment's and shall return the same to the Institute upon completion of job or contract period.
- 5.4 In case of any emergency, the Institute shall provide medical assistance to the personnel deputed on site.
- 5.5 The Institute shall provide transportation or reimburse the cost of transportation incurred to execute specific job or task assigned.
- 5.6 The institute shall grant access to enter and operate in the campus.
- 5.7 The Institute shall have AMC with concerned supplier like D.G. sets, UPS, Fire and Safety equipment's.
- 5.8 Contractor shall submit the monthly bills by 1<sup>st</sup> week of successive month. The Institute shall make payments of due bill by the 15<sup>th</sup> of successive month upon ensuring necessary compliance and certification by the Institute's Representative. The Institute reserves the right to recover / adjust any money due to it from such payment.

6. **PAYMENT.**

- 6.1 For the performance of the services tasks, the Institute shall pay to the Contractor the charges per job / per services / per assignment or on the volume of work. The charges agreed upon, on the basis of present volume of work are as per Annexure III attached and

- 6.2 Excluding Overtime Charges, which shall be subject to change due to increase or decrease in volume of work from time to time and subject to government notifications issued from time to time.
- 6.3 At the 1<sup>st</sup> week of every succeeding month, Contractor shall submit the bill for the charges for rendering services during the month and such other sums due, on account of any charges / expenses incurred by the Contractor. The said charges / expenses would be reimbursed if supported by Bills. If no bills are submitted then in such case the reimbursement would be at the discretion of the Institute.
- 6.4 The Payment shall be made by the Institute after the receipt of undisputed bill duly approved by the Finance department. There shall be a credit period of 90 days applicable for each undisputed Bill received by the Institute. The Institute shall be liable to make payment only after expiry of credit period of 90 days. . In case of non-compliance of Labour Laws or breach of any of the terms of this Agreement the Institute shall be liberty to further withhold the bills till compliance is made of the statutory compliance. In case the contractor does not perform the activities mentioned in Annexure I appended to this Agreement the Institute shall be at liberty to issue a debit note for deficiency in services and / or send written communication or email to the Contractor pointing out the deficiencies and the amount deducted for the same
- 6.5 While making payment of the service charges , the Institute shall make the following deductions :
- a) The income tax deduction at source as per the government regulations
  - b) The amount equivalent to any damage / loss etc. done by the workmen employed by the Contractor to carry on the job of the Institute.
- 6.6 The rates quoted in the quotations shall be exclusive of all taxes and duties or other levies levied by the Central Government, State Government or any local authorities. The rates shall not change for one year and shall not be subject to any variations due to increase in statutory dues or, labour wages, or any other conditions whatsoever, except any change in Minimum Wage Rate or Special allowance declared under the Minimum Wages Act, 1948 as applicable. This however shall be subject to Government notifications issued from time to time.



**7. DISPUTE RESOLUTION.**

7.1 Any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Director of the Institute shall be final and binding on the Service Provider.

7.2 In the event of any other dispute arising out of the agreement or terms and conditions or as regards the implementation of this contract, the Parties have agreed that the dispute as such shall be referred to arbitration as per provisions of Arbitration Conciliation Act, 1996. The venue of Arbitration shall be Pune and only Courts situated in Pune shall have jurisdiction.

**8. CONFIDENTIALITY.**

The Contractor shall ensure to keep in strict confidence forever any information acquired by them and or their employees about the Institute's business, systems, finances, policies, processes, techniques, customers, etc. The information shall not be disclosed to any other person / agency without prior consent in writing from the Institute's Director. Any violations under this clause shall entitle the Institute to terminate this contract in addition to the damage / losses payable to the Institute.

**9. ASSIGNMENT.**

Contractor shall not sub-contract and /or assign rights and responsibilities undertaken by Contractor under this contract to any other person or a body incorporate without prior written consent of Institute. Further in the event of change in the ownership of Contractor, the written permission of Institute shall be obtained by Contractor for continuation of this contract.

**10. NOTICES.**


Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other Party at the address mention above.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE THROUGH THEIR  
RESPECTIVE DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS  
AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

For Indira College of Engineering  
And Management

  
Dr. Sunil Ingole  
Director

For Suvarna FMS Pvt. Lt

  
Mr. Sameer Padwal  
Director

## ANNEXURE - I

The scope of work will include but not limited to providing operation and maintenance services for the entire electrical and mechanical installations / distributions at the ICEM, Parandwadi, Pune Premises as per the detailed specifications below. The scope also includes monitoring of the lighting and power distribution of all occupied / service areas and facilities, maintaining all logbooks, registers, schedules, checklist and SOPS etc., as required, necessary tools and tackles, co-ordination with Pollution Control Board, State Electricity Board and other related statutory authorities. . The scope of work detailed as below.

### A) Electrical Distribution Panels (LDB, PDB and UDB):-

- Carry out daily operations (switch on / off) as required.
- Replacing of fused bulbs, sockets, switches etc.
- Maintain all the necessary logbooks, registers & records for any future checks & audits.
- Regular checking, cleaning & general servicing once in a month.
- Canteen equipment's including Bain-Mari and Dishwasher M/c.

### B) Inverters:-

- Operations as required.
- Coordinate with the vendors / AMC vendors for any break down & Preventive maintenance.

### C) Public Address System, Audio Visual Equipment, CCTV monitor room,

#### Access Control System. :-

- Checking the system for operation once in a month.
- Coordinate with the vendors / AMC vendors for any break down & preventive maintenance.

### D) Fire Alarm system, Fire sprinkler system, Fire hydrant systems,

#### Fire panels and Fire Extinguishers: -

- Checking the system for operation once in a month.
- Coordinate with the vendors / AMC vendors for any break down & preventive maintenance.
- Check the healthy ness of jockey motors.
- Fire engine general checking like battery conditions, specific gravity etc.

E) UPS system with battery banks:-

- Record the readings & maintain log book as necessary
- Checking the system for operation once in a month.
- Co-ordinate with the vendors/ AMC vendors for any break down & preventive maintenance.

F) Luminaries, Fittings and Fixtures:

- Check for healthy ness on a regular basis.
- Check & replace any fused bulbs & tubes.
- Rectify any wiring problems.
- Keep account of the incoming materials & maintain register for replaced.

G) Energy Meters:

- Note down the energy meter reading as per scheduled time & monitor the power consumption.
- Submit daily report / log books on power consumption.

H) Diesel Generators:

- Carry out necessary checks for engine like checking oil levels, radiator water levels.
- Top up the coolant, engine oil as necessary
- Running of the D.G sets as necessary.
- Ensure proper un loading of the diesel & pump up to day tanks as necessary & intimate concerned authorities for procurement of diesel.
- Coordinate with the DG set / AMC vendor for any preventive & break down maintenances.
- Maintain all the necessary logbooks, registers, record of services for future checks / audits.

I) Diesel Tanks & Diesel Pumps:

- Operate on day-to-day basis as required.
- Check pump healthy ness.
- Clean the diesel tank as necessary.
- Maintain register for the diesel incoming & consumption.



**ANNEXURE II - Compliance Certificate**

Sr. No.	Compliance under	Type of Compliance	Statutory date of	Actual date
1.	Payment of Wages Act	Wages to be paid to contract labour before the authorised representative of the principal employer before the	7 <sup>th</sup> of subsequent month	
2.	Provident Fund Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of Subsequent Month	
3.	Employees State Insurance Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of subsequent Month	
4.	Profession Tax	Challan of employees contribution for each month to be submitted before the	Last day of the month	
5.	MLWF	Challan of employees contribution for each month to be submitted before the	15 <sup>th</sup> of July for month of June and 15 <sup>th</sup> of July for month of December	

**Revised Cost Break Up for year Apr 2022 – Mar 2023**

Particulars	Electrician
	2022-2023
BASIC WAGES	11,632 ✓
Spl. Allowance	1,794 ✓
<b>Total (A)</b>	<b>13,426</b>
H.R.A	1,321
Skill Allowance	2,044
<b>Gross Salary (B)</b>	<b>16,791</b>
PF Contribution 13% on ( @ 15000 )	1,950
ESIC Contribution 3.25% on (B)	546
Insurance Above 21001	
7.34% Leave (Gross)	1,232
Govt. holidays	483
Uniform	300
MLWT	0
<b>Total (C)</b>	<b>21,308</b>
Service Charges <b>12%</b>	2,557.00
<b>TOTAL</b>	<b>✓ 23,865</b>
GST @18%	4,296
<b>GRAND TOTAL</b>	<b>28,161</b>
<b>Employee Deduction</b>	
PF Contribution 12% on (A)	1,611
ESIC Contribution 0.75% on (B)	126
PT	200
<b>Total Deduction</b>	<b>1,937</b>
<b>Net Pay</b>	<b>14,854</b>

- 1) GST 18% Extra Applicable
- 2) BONUS @ Rs. 3500/- or at higher rate as approve by the Management will be reimburse on Case to case basis
- 3) DA REVISION EVERY 6 MONTH AS PER GOVT. NOTIFICATION
- 4) Gratuity will be reimburse on Case to case basis

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.



For Indra College of Engineering

And Management



Dr. Sunil Ingole

Director

for Suvarna FMS Pvt.Ltd.



Mr. Sameer Padwal

Director

Witnesses 1. Name:

Signature

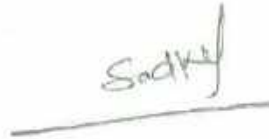
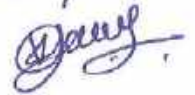


Witnesses 2. Name:

Signature



Vijay Dhurve



an.  
Prasant



**AGREEMENT**

Unique Services

Housekeeping / Maintenance

Period: - 1<sup>st</sup> April-2022 to 31<sup>st</sup> March-2023



**BETWEEN**

**INDIRA COLLEGE OF ENGINEERING & MANAGEMENT**, run and managed by Shree Chanakya Education Society, an educational trust registered under the Societies Registration Act, 1860 and Bombay Public Trust Act 1950, having its campus at S.No.64/65, gat No.276, Parandwadi, Taluka Maval, Pune-410506, represented through its **Director, Dr. Sunil Ingole** herein after referred to as the "Institute" (which expression unless repugnant to the subject or context shall include its heirs assigns successors, administrators, etc)

..... **PARTY OF THE FIRST PART**

**AND UNIQUE SERVICES**, a Sole Proprietorship Concern through its Sole Proprietor **Mr. Prakash Gade**, Registered under Maharashtra Shop and Establishments Act 2017 having its Registered Office at. Plot No. 147/1, Manohar Nagar, Talegaon Station, Tal. - Maval, Dist.- Pune 410506, hereinafter called as "**CONTRACTOR**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors and assigns) .....

**PARTY OF THE SECOND PART;**

**WHEREAS** the party of the First part is an educational institution and is carrying out the activity of imparting education.

**AND WHEREAS** the Institute for the welfare of its students wants to maintain high standards of hygiene in our campus and also wants the assistance of plumber and carpenter for our administrative functioning. Therefore the Institute being desirous of availing **housekeeping services** and the assistance of, plumber and carpenter hereinafter after to as "said services" was on the lookout for an independent contractor.

**AND WHEREAS** the Party of the Second Part is providing **housekeeping service** and services of **plumber and carpenter** at various places in Pune and is having expertise in this regard.





**AND WHEREAS** the Contractor has approached the Institute and has showed its intention to provide the said services in the campus of the institute.

**AND WHEREAS** the Contractor has offered to provide its services to the Institute, the Institute has accepted the offer of the Contractor and has decided to engage the Contractor to provide the said services more particularly described in the **Annexure I** appended to this agreement on the terms and conditions hereunder appearing

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**1. DEFINITIONS:**

- 1.1 In this Agreement the following expressions shall have the following meanings.
- 1.1.1 "The Contractors Supervisor" means the person appointed by contractor and notified To the institute in writing from time to time to act as the Contractors Supervisor under This agreement. He shall direct and control the overall performance of the contract.
- 1.1.2 "Premises" shall mean and include the premises belonging to the Institute and Situated at Parandwadi.
- 1.1.3. "Working Hours" means the hours during which the services are to be performed at said the Premises.

**2. CONTRACT PERIOD**

- 1.1 The contract shall come into force and commence w.e.f. **1<sup>st</sup> April 2022** and it shall be for the period of 12 months i.e. up to **31<sup>st</sup> March 2023**.
- 1.2 The contract can be extended thereafter by mutual consent.
- 1.3 Unless contract period is extended in writing this contract shall automatically stand terminated on completion. The parties shall be at liberty to terminate this contract any time during the tenure of this contract by giving one months' notice to the other party.

A handwritten signature in blue ink is written over a circular official stamp. The stamp contains some text, but it is mostly illegible due to the signature and the quality of the scan.

- 1.4 However, the Institute shall have the right to terminate this Agreement at any time, in the event of breach of any terms and conditions stipulated hereunder.

## **2. SCOPE OF WORK / SERVICES.**

- 2.1 The Contractor shall provide, the said services as per the requirements of the Institute, more specifically stated in the Annexure I appended to this agreement. The requirements of the institute are subject to change by mutual discussion between the parties from time to time.
- 2.2 The Institute may issue necessary work instructions from time to time giving all details and information about each job, task, assignment, etc. through its Director or authorized representatives.

## **3. CONTRACTORS OBLIGATIONS.**

- 3.1 The Contractor shall undertake to execute the job, assignments, task entrusted to the Contractor by the Institute or its representatives.
- 3.2 The Contractor shall provide the services with reasonable skill, care and diligence and in accordance with the instruction.
- 3.3 The Contractor shall complete the work as per specific requirement and to the full satisfaction of the Institute.
- 3.4 The Contractor shall immediately attend to all the complaints of the Institute in respect of work carried out by it.
- 3.5 A complete list of workmen engaged by the Contractor together with the **detailed bio-data with latest photograph shall be submitted to the Institute** by the Contractor . Any changes shall be informed to the Institute immediately.
- 3.6 The Contractor will ensure that the persons deployed, will not consume alcohol / liquor /drug while on duty or report to duty while under the influence of the above mentioned substance or display any kind of behavior / treatment which adversely affects reputation of this Institute or hampers the work in progress.



3.7 The Contractor will make sure of **Police Verification**, past employment history of each personnel before deploying them in the Institutes premises and will submit copy of the same along with the appointment letter.

3.8 It is expressly agreed by and between the parties that:-

- a) The Contract shall be liable and responsible for Payments of wages to personnel employed as regards the scope of work, by 7<sup>th</sup> day of succeeding month.
- b) Monthly wages will be disbursed to the Contractor's employees through cheque or bank transfer.
- c) The Contractor shall issue Identity cards to their employees as per Form X of the Contract Labour (Regulation and Abolition) Act, 1970.
- d) The Contractor shall obtain necessary permissions, registration and licenses under applicable laws to carry out the obligation under this agreement. The Contractor shall fully indemnify the Institute against loss, damage, caused due to non-compliance of any of the statutory requirements or due to negligence in service by his personnel.
- e) The Contract shall be liable for the statutory payments, contribution, fees etc., payable and compliances under various labour and other enactments i.e.
  1. The Employees State Insurance Act, 1948,
  2. The Employees Provident Fund and Miscellaneous Provisions Act, 1952,
  3. The Payment of Wages Act, 1936
  4. The Minimum Wages Act, 1948
  5. The Payments of Bonus Act, 1965,
  6. The Contract Labour (R & A) Act 1970,
  7. The Bombay Labour Welfare Board Act, 1950,
  8. The Professional Tax Act and such other Act as may be applicable in connection with the employment of Housekeeping Personnel employed by the Contractor and posted for duties at the premise of Institute.

3.9 The Contractor has agreed to ensure that all his employees shall be paid wages at the rates not less than prescribed rates of minimum wages from time to time and the benefits of ESI, PF, Bonus, Leaves, Holidays, etc., are duly extended to all of them in accordance with the provisions of laws applicable. The Contractor shall also ensure the compliance of the provision of the contract labour (Regulation and abolition) Act, 1970.

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- 3.10 The information regarding the compliances under various statutory requirements with copies of the necessary documents etc., as mentioned in **Annexure II** shall be regularly submitted by the Contractor to the Institute.
- 3.11 The Contractor shall provide proper uniform, Safety devices etc., to the personnel employed on these contract works at its own cost of the Contractor.
- 3.12 It is placed on record that, for all purposes the personnel employed by the Contractor on the independent job contract works shall be the employees of the Contractor only.
- 3.13 The Contractor will take disciplinary action against its personnel / employee, if the said personnel / employee is found to have committed any acts of misconduct, including discharge or dismissal after compliance with the labour laws
- 3.14 **In case of lapse on the part of the workmen of the Contractor , the Contractor shall take proper action against such workmen .** In case the Contractor fails to take any action against the defaulter, the Institute reserves it's right to take any suitable / legal action against the Contractor. In addition, the Contractor shall be responsible for any loss or damage caused to the property of the Institute or its employees, by the personnel / worker engaged by him. The Contractor shall keep the Institute indemnified against such loss or damage. The Institute shall be within its right to recover the amount due to such loss or damage from the Contractor. The same shall be recovered from the amount due to the Contractor.
- 3.15 The Institute will not in any manner be responsible for any act, omission or commission of the  
Workers engaged by the Contractor and no claim in this respect will lie against the Institute.  
If  
Any such claim is made against the Institute by any worker / personnel or his / her legal heirs  
Engaged / employed by the contractor, which the Institute is obliged to discharge by virtue of  
any statue or any provision of law for the long time being in force, due to the mere fact that the workers of the Contractor were working at the Institute premises or otherwise, the Contractor undertakes to indemnify / reimburse the Institute all the money paid and expenses incurred on account of such claims by the Institute.



- 3.16 The Contactor is directly responsible for compensation arising out of any accident or claim occurring, during the course of any person being deployed by the contractor at the premises of the institute.
- 3.17 The Contractor undertakes to comply with all the norms of safety and ensure safety with precaution and proper instructions to personnel. The Contractor shall be responsible for any mishap , damage & loss due to work of it's personnel / employee and shall indemnify the Institute against all the consequences arising out of such services due to negligence of its personnel / employee .
- 3.18 All the workmen employed by the Contractor attending work of the Institute under contract must have highest standards of honesty . In case the Institute is not satisfied by the services of any workmen , Contractor shall replace the workmen .
- 3.19 The Contractor and his employees shall strictly adhere to the system either existing or introduced in future in respect of work. For any lapse or negligence in work or compliance to system, the Institute shall levy fine on the Contractor which shall be recovered from the amounts due to Contractor.

4. **INSTITUTE'S OBLIGATIONS.**

- 4.1 It is clearly understood that in this contract, the control and supervision of the employees engaged by the Contractor for rendering services shall exclusively rest with the Contractor. The Institute or its officials will not have any direct or indirect supervisory or administrative control over the employees employed by the Contractor.
- 4.2 The Institute may provide necessary equipment's for proper execution of this contract. However the Contractor shall be responsible for proper upkeep and maintenance of the equipment's and shall return the same to the Institute upon completion of job or contract period.

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- 4.3 Contractor shall submit the monthly bills by 1<sup>st</sup> week of successive month. The Institute shall make payments of due bill by the 15<sup>th</sup> of successive month upon ensuring necessary compliance and certification by the Institute's Representative. The Institute reserves the right to recover / adjust any money due to it from such payment.

5. PAYMENT.

- 5.1 For the performance of the services tasks, the Institute shall pay to the Contractor the charges per job / per services / per assignment or on the volume of work. The charges agreed upon, on the basis of present volume of work are as per Annexure III attached.
- 5.2 Taxes which shall be subject to change due to increase or decrease in volume of work from time to time and subject to government notifications issued from time to time.
- 5.3 At the 1<sup>st</sup> week of every succeeding month, Contractor shall submit the bill for the charges for rendering services during the month and such other sums due, on account of any charges / expenses incurred by the Contractor. The said charges / expenses would be reimbursed if supported by Bills. If no bills are submitted then in such case the reimbursement would be at the discretion of the Institute.
- 5.4 The Payment shall be made by the Institute after the receipt of undisputed bill duly approved by the Finance department. There shall be a credit period of 90 days applicable for each undisputed Bill received by the Institute. The Institute shall be liable to make payment only after expiry of credit period of 90 days. In case of non-compliance of Labour Laws or breach of any of the terms of this Agreement the Institute shall be liberty to further withhold the bills till compliance is made of the statutory compliance. In case the contractor does not perform the activities mentioned in Annexure I appended to this Agreement the Institute shall be at liberty to issue a debit note for deficiency in services and / or send written communication or email to the Contractor pointing out the deficiencies and the amount deducted for the same.
- 5.5 While making payment of the service charges, the Institute shall make the following deductions :
- a) The income tax deduction at source as per the government regulations
  - b) The amount equivalent to any damage / loss etc. done by the workmen employed by the Contractor to carry on the job of the Institute.





- 5.6 The rates quoted in the quotations shall be exclusive of all taxes and duties or other levies levied by the Central Government, State Government or any local authorities. The rates shall not change for one year and shall not be subject to any variations due to increase in statutory dues or, labour wages, or any other conditions whatsoever, except any change in Minimum Wage Rate or Special allowance declared under the Minimum Wages Act, 1948 as applicable. This however shall be subject to Govt notifications issued from time to time.

6. **DISPUTE RESOLUTION.**

- 6.1 Any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Director of the Institute shall be final and binding on the Service Provider.
- 6.2 In the event of any other dispute arising out of the agreement or terms and conditions or as regards the implementation of this contract, the Parties have agreed that the dispute as such shall be referred to arbitration as per provisions of Arbitration Conciliation Act, 1996... The venue of Arbitration shall be Pune and only Courts situated in Pune shall have jurisdiction.

7. **CONFIDENTIALITY.**

The Contractor shall ensure to keep in strict confidence forever any information acquired by them and or their employees about the Institute's business, systems, finances, policies, processes, techniques, customers, etc. The information shall not be disclosed to any other Person / agency without prior consent in writing from the Institute's Director. Any violations under this clause shall entitle the Institute to terminate this contract in addition to the damage / losses payable to the Institute.

8. **ASSIGNMENT.**

Contractor shall not sub-contract and /or assign rights and responsibilities undertaken by Contractor under this contract to any other person or a body incorporate without prior written consent of Institute. Further in the event of change in the ownership of Contractor, the written permission of Institute shall be obtained by Contractor for continuation of this contract.



9. NOTICES.

Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other Party at the address mention above.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

For Indira College of Engineering  
And Management

  
Dr. Sunil Ingole

Director

for Unique Services

  
Mr. Prakash Gade

Propreiter

Witnesses:

1. Nitesh Phatar 
2. Bhagwan Patil 

## Annexure- I

### Scope of Works

The Contractor will ensure very high levels of Housekeeping and conservancy standards and shall put in place processes to monitor and improve these services on a continuous basis and for that purpose arrange to carry out relevant training for all its staff. These services will be aligned to the business needs of the Institute.

### SERVICES TO BE CARRIED OUT

#### Daily Services that will be carried out:

- |   |                                   |
|---|-----------------------------------|
| a) Sweeping and mopping                               | 3 to 4 times a day or as required |
| b) Dusting-workstations & furniture                   | 2 times a day                     |
| c) Cleaning the reception area                        | 2 to 3 times a day or as required |
| d) Cleaning of Pantry areas                           | 2 to 3 times a day                |
| e) Cleaning of staircase                              | 2 to 3 times a day or as required |
| f) Cleaning of fire exit staircase                    | twice a day.                      |
| g) Cleaning of toilets and WC'S                       | Continuous basis                  |
| h) Checking of toilet papers                          | regularly                         |
| i) Checking of liquid soap                            | regularly.                        |
| j) Cleaning of parking areas                          | regularly                         |
| k) Cleaning of the compound Wall & Garden area        | daily.                            |
| l) Cleaning of two-wheeler parking outside compound   | 3 times a day.                    |
| m) Dusting, cleaning, mopping, vacuum of chairs, sofa | twice a day.                      |
| n) Venetian blinds etc. in the partner room           |                                   |
| o) All carpenter work.                                |                                   |
| p) All plumbing work.                                 |                                   |

#### Other Duties

- |                                      |          |
|--------------------------------------|----------|
| a) Office and misc. Work             | Promptly |
| b) Minor repairs                     | promptly |
| c) Special duties as may be assigned | promptly |

#### Weekly Services that will be carried out:

- a) Computer and telephone cleaning.
- b) Cleaning of foot rest below the table if provided
- c) Cleaning of chairs
- d) Cleaning of windows
- e) Cleaning of furniture.





- f) Cleaning of walls within the premises
  - g) Cob webs shall not be visible
  - h) Cleaning/ scrubbing of floors in parking area.
  - i) Cleaning the compound for moss.
  - j) Dusting of and vacuum cleaning all chairs including
- A check list will be maintained for all activity.

#### Annexure II – Compliance Certificate

Sr. No.	Compliance under	Type of Compliance	Statutory date of	Actual date
1.	Payment of Wages Act	Wages to be paid to contract labour before the authorised representative of the principal employer before the	7 <sup>th</sup> of subsequent month	
2.	Provident Fund Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of Subsequent Month	
3.	Employees State Insurance Act	Challan of employees and employers contribution for each month to be submitted before the	15 <sup>th</sup> of subsequent Month	
4.	Profession Tax	Challan of employees contribution for each month to be submitted before the	Last day of the month	
5.	MLWF	Challan of employees contribution for each month to be submitted before the	15 <sup>th</sup> of July for month of June and 15 <sup>th</sup> of July for month of December	



**Annexure III**

<b>Unique Services -Parandwadi - 01.01.22 to 30.06.22</b>		
<b>Particulars</b>	<b>Housekeeping</b>	<b>Plumber</b>
Basic	10,856	11,632
Sp. Allowance	1,794	1,794
<b>Total (A)</b>	<b>12,650</b>	<b>13,426</b>
HRA	634	671.30
<b>Gross Salary (B)</b>	<b>13,284</b>	<b>14,097</b>
PF Contribution 13% on (A)	1,645	1,745
ESIC Contribution 3.25% on (B)	432	458
MLWF	6	6
<b>Total (C)</b>	<b>15,366</b>	<b>16,307</b>
Management Fees 15%	2,305	2,446.03
<b>TOTAL</b>	<b>17,671</b>	<b>18,753</b>

- 1) GST @18% (As applicable) on Total Billing.
- 2) Special Allowance revised by Govt every 6 Months.
- 3) Revision of rates will be automatically implemented on receipt from Govt, intimation will be sent.
- 4) Bonus @ Rs. 3500/- or at higher rate as approved by the Management

**IN WITNESS WHEREOF PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES IN THE PRESENCE OF THE WITNESSES BELOW NAMED ON THE DAY MONTH AND YEAR AS MENTIONED BELOW.**

**For Indira College of Engineering  
And Management**

  
**Dr. Sunil Ingole**  
Director

**for Unique Services**

  
**Mr. Prakash Gade**  
Proprietor

**Witnesses: 1)**


**2)**