AGREEMENT FOR, CLUB HOUSE MAINTENANCE SERVICES

This Agreement is entered into on this day the **25th Oct 2021**, BETWEEN **M/s. Brigade Enterprises Ltd**, **(BEL)** Corporate Office incorporated under the Companies Act 1956, having its office at 29th& 30th Floor, World Trade Center, Brigade Gateway Campus, 26/1 Dr. Rajkumar Road, Malleshwaram-Rajajinagar, Bangalore 560055, hereinafter referred to as the Brigade Enterprises Limited by its Authorized representative Mr. Chidambar R Sirdeshpande (Head - HR & Admin- VP Level) hereinafter referred to as the Brigade Enterprises Limited (which expression wherever it so requires shall mean and include all its legal representatives, administrators, executors, successors-in-interest and assigns etc.)

AND

M/S. SILA FECILITIES SERVICES by its Authorized Representative Mr. Thirukannan, Branch Manager, herein after called the "Agency" (which term shall mean and include unless excluded by or repugnant to the context, its successors, executors, administrators and permitted assigns) of the OTHER PART.

Whereas the Contractor has evinced keen interest and expressed willingness to render services as required by BEL, and accordingly approached BEL to engage his services. Whereas the BEL after due diligence and after verifying the credentials of the Contractor, agreed to engage the services of the Contractor for engaging Contract Labour for the purpose of maintenance and operation of club House along with the other components such as operation and maintenance of swimming pool, WTP, STP, swimming pool plant, life guard, Gym trainer, sports coordination, Land scaping, fountain maintenance, Housekeeping services, Critical equipment daily check list updating, and any other type of work that may be required to be done in the premises of the BEL.

Similarly any damage or loss caused to the equipment entrusted to the Contractor, the Contractor shall reimburse the payment of the same to the BEL.

This Contract of this Agreement shall come into force with effect from **01 Nov 2021** and shall remain in force for a period of 12 **months .i.e. till 30 Oct 2022.**  However, this Contract of Agreement shall be liable to be terminated at the expiry of the terms of the contract and in event it is to be extended; it shall be done by mutual consent by writing the terms and conditions as required.

Notwithstanding anything contained herein above, this Contract of Agreement can be terminated earlier than the period agreed upon by giving one month’s notice to the Contractor without assigning any reason whatsoever and without prejudice to the rights of BEL/Company to recover any money becoming due under this Contract of Agreement.

 NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The Contractor shall supply labour and material as required from time to time either in General, 24/7 Shift or in any other shift as required by BEL, and the duration of working hours **for maintenance House keepers, Sports coordinator, Lifeguard and Gym trainer shall not exceed 08hrs.& for others 8.**5 hours including 30 minutes as interval for meals/lunch/dinner.
2. **House keeper** are responsible for the up keep of various components of Club house, cleanliness hygiene and sanitation. The vendor had already physically visited the club house and its premises, assessed the requirement and understand that the rate quoted by him includes all necessary cost of maintenance and hence any claim on any ground whatsoever manner in later stage will not be entertained.
3. **Sports coordinator** will maintain a record of in and out of club members, upkeep of sports equipment, replacement of worn out sports article and best coordination with the club members.
4. **Gym trainer** should have adequate knowledge of Gym training and handling of equipment and repair/replacement of parts of equipment.
5. **Lifeguard** is fully responsible for the safety of swimmers, educate them and ensure the safety precautions are being adopted. He is also responsible for keeping the pool clean, mixing required chemicals operating pumps and any other requirement for the operation and maintenance of swimming pool all as directed by Brigade authority.
6. **Landscaping person** should have enough knowledge in maintenance of garden and Horticulture , applying manure, pesticides, watering and weeding. Landscaping Maintenance includes the cost of men power, equipment, supplying and applying manure, pesticides and all essential equipment such as spade, land mover, Grass cutter, scissor, hose pipes, replacing dead plants etc complete requirement of maintenance all as directed by Brigade authority.

2.       Back ground of the labour supplied/deputed on work by the Contractor shall be properly verified for any negative antecedents, after which, the Human Resource Department (HR) of BEL/Company shall interview such Labourers proposed supplied/deputed on work by the Contractor and only after approval is given in writing from the HR team of BEL, the labourers shall be engaged on duty. They should be vaccinated for Covid-19

3.       In cases where the contractor is not able to get the SSLC and ITI Marks Card (Passed)/TC of the Labourers to support as the age proof document for the labourers, the Labours shall submit a certificate with their photograph being duly signed by a Dentist across the photograph and in the certificate the age of the said labour to be certified by the Dentist.  It is the responsibility of the Contractor to ensure that no labourers below the age of 18 years are deployed anywhere in the premises of the BEL/Company.

4.       In respect of   each labour recruited and deployed for work with the BEL/Company, the Contractor shall always ensure that personal file in respect of each labour consisting of following documents shall be maintained and the same shall be made available in the premises of the BEL/Company:

a)      Individual Application seeking employment to as submitted by the labour

b)      Duly filled in Application for Employment issued by the Contractor

c)       Passport size photograph duly affixed on the Application

d)      Letter of Appointment issued by the Contractor and shall have the acknowledgement (sign & Thumb Impression) of the Labour.

e)      Certificate as Proof of age as detailed in 3 above.

f)       Certificate in support of Educational Qualification.

g) Certificate of proficiency. (applicable Gym trainer & Life guard)

g)      Any other document that may be required from time to time by the BEL/Company.

5.       The Contractor shall maintain the following Registers/Records and be made available to HR-BEL/Company on demand:

  a)       Muster Roll as required under the relevant statute

b)      Wage Register/Wage Sheet as prescribed under the relevant statute

c)       Any other statutory Registers Viz., Leave Register, periodical Returns and records as required under the provisions of ESIC, PF, Contractor Labour (Regulation & Abolition) Act, etc.,

d) Login/logout register of club members.

e) Materials purchased and utilised

f) Purchase Vouchers.

g) Water testing (swimming pool)

h) Periodical Inspection

j) Equipment services such as Gym Eqpt, WTP plants, ACs, Lift, Fie equipment etc.

k) Staff daily attendance

6.        The Contractor shall ensure that all Compliance as required under Minimum Wages, Profession Tax, ESIC. PF, Contract Labour(Regulation and Abolition) Act, The Contractor shall indemnify the BEL/Company and ensure periodical Compliance in respect of all statutory compliances in force from time to time.

7.        The contractor shall issue individual ID Cards to all employees engaged in the premises of the BEL/Company, Wage Slips and ESIC Smart Card.

8.       The Contractor shall submit bills in respect of the labour deployed and original invoices of material purchased by him on or before the 3rd of every month and shall disburse wages on or before the 10th 15thof every month.  Wages shall be disbursed in the presence of a representative from HR. a Ledger will be maintained for all materials received and issued and time to time produced to Brigade authority.

9.   The BEL/Company shall inform the type and the No. of Workers to be deployed.

10.   The BEL/Company shall decide the mode and manner of work to be carried out the labour deployed by the Contractor.

11.   The BEL/Company shall decide the working conditions, salary payable, etc. in respect of the workers deployed by the Contractor and the same shall be applicable for the period 01st April 2017 to 31St March 2018 as per the Agreement.

12. Service charges.

For & in consideration of the services to be rendered by the Contractor/Agency, the BEL/Company shall pay the following monthly wages to the Contractor/Agency during the period of Agreement.

A) House Keepers

B) Club house Manger

C)Gym Trainer

D) Lifeguard

E) Gardener

F) MST

12.   The Contractor shall be responsible for any acts of indiscipline in respect of the labour deployed by him and action as deemed fit in the matter will be initiated by the Contractor.

13. In case the Contractor contravenes any provisions of the law, and the BEL/Company suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the BEL/Company. The Contractor shall also be responsible for the discharge of all legal liabilities towards the BEL Company and also for observing all laws and Government rules relating to labour laws.

14.   The Contractor shall not divulge or disclose any formulae, information, trade secrets of the Principal Employer which shall adversely affect the interests of the Principal Employer.

15.   The Contractor shall provide all standard tools & Tackles (like Lan mover, grass cutter Spade, Scissor , pesticide sprayer, for day to day operation.

16.   The BEL/Company shall have the right to deduct TDS as applicable from time.

17. The BEL/Company shall have the right to terminate this contract at any point by providing 15 days prior intimation in writing to the contractor.

18.   The BEL/Company shall have the right to deduct cost of loss to property, defective job/work/performance carried out by the labour deployed by the Contractor.

19.   In case of any dispute/grievance arising out of and under the Contract of Agreement, the same shall be mutually discussed and settled, failing which, the same shall be referred to Arbitration of a Single Arbitrator under the provisions of Conciliation and Arbitration Act and the venue of the Arbitration shall be at Bangalore and the Arbitrator’s decision shall be final and binding on both the parties.

20. Pilferage / Theft.

The Contractor/ Agency in case of any theft or pilferage, will depute its investigators to conduct the preliminary enquires & submit the Report to the BEL/Company. If in the preliminary report it is found that, personnel from –Contractor/ Agency are involved either due to negligence / connivance or due to their lapse; the Agency agrees to compensate the losses as per mutually discussed & negotiated terms.

The agency should report the theft / pilferage cases to the jurisdictional Police station & the company will assist them in this matter.

The Contractor and the BEL/Company do hereby agree and confirm to the above terms and conditions.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and affixed their signature to this Agreement in the presence of the below signed witnesses at the place and date mentioned above.

**Accepted,**

**For Brigade Enterprises Ltd** M/S. SILA FACILITIESSERVICES

**WITNESS 1: WITNESS 2:**

Date:

ANNEXURE – I (Terms & Conditions)

1. Minimum Qualification: LIFEGUARD, GYM TRAINER, CLUB MANAGER & SPORTS COORDINATOR – Any Degree and proficiency certificates in respective field

GARDENER –SSLC

b) Minimum Experience: LIFEGUARD, GYM TRAINER,MANAGER & SPORTS COORDINATOR  - 2 years, GARDENER 2 years,

c) Strict compliance to Minimum Wages, Statutory & Labour Acts.

d)  Chillan’s showing the Remittances made to P.F & E.S. I ,  (  Project / Site wise , along with Employee Code  No,  deployed during  the month to be enclosed  along with the Bill.)

e) Monthly bill, before forwarding for payment, should be certified by the Project in charge along with the Attendance sheet.

f)  Monthly Salary Sheet, duly signed by Site / Project in charge, to be submitted along with the bill, besides disbursing the wages in their presence.

g) Monthly Addition & Deletion list to be submitted, along with Monthly MIS reports, Patrolling Report etc.

h) The Maintenance staff should possess ID cards, new uniform, Safety Shoes, Torch, Willkie Talkie or Mobile phone etc.

**i)  Penalties.**

For Sleeping on duty, Indiscipline, Misbehavior, Absenteeism beyond 10%, working beyond one Shift 8 hrs. In a day etc.

Wearing Improper / soiled / shabby or not wearing full uniform with shoes – 1 day salary cut

Absence of staff beyond 2 days shall invite salary cut by 1.5 day

If observed once in a month - One day Salary cut.

If observed twice or thrice in a month - 3 days Salary cut.

If observed 5 times in a month – One month’s Salary cut.

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| **XANADU CLUBHOUSE - OPTION 1** | | | | |
| **Sl No** | **Description** | **Qty** | **Unit Rate** | **Total Amount** |
| 1 | Clubhouse Manager | 1 | 45,000 | 45,000 |
| 2 | Housekeeping Supervisor | 1 | 18,848 | 18,848 |
| 3 | Janitors | 8 | 15,383 | 1,23,064 |
| 4 | Life Guard cum Pool Technician | 1 | 18,090 | 18,090 |
| 5 | Gym Trainer | 1 | 25,000 | 25,000 |
| 6 | Helpdesk | 0 | 25,000 | - |
| 7 | Gardener | 2 | 15,383 | 30,766 |
| 8 | MST | 3 | 19,093 | 57,279 |
| **Sub Total** | | | | **3,18,047** |
| **Others** | | | | |
| 1 | Pest Control Biweekly | 1 | 15,000 | 15,000 |
| 2 | Consumables and Toiletrees | 1 | On Actuals | - |
| 3 | Single Disk Machine | 1 | 4,500 | 4,500 |
| 4 | Vaccum Machine | 1 | 2,000 | 2,000 |
| 5 | Gardening Tools | 1 | 1,000 | 1,000 |
| **Sub Total** | | | | **22,500** |
| **Total (Excluding Management fee)** | | | | **3,40,547** |
| **Management fee** | | | **6%** | **20,433** |
| **Grand Total (Including Management fee)** | | | | **3,60,980** |

ANNEXURE – II-

Cleaning Chemicals/consumables / Other Items:

Brigade Enterprises Ltd reserves the right to either purchase the cleaning consumables themselves or ask M/S SILA FACILITIES SERVICES with no extra charge or management fee on any items purchased and supplied to Brigade Enterprises Ltd.

**Deployment**

Accepted,

For Brigade Enterprises Ltd M/S SILA facilities Services

Date