

महाराष्ट्र MAHARASHTRA

2019

VL 759519



AGREEMENT OF CLEANING (SANITATION) SERVICES

This Agreement is made on the 1st October 2019 between Dr. Abdul Bari, Principal, Shiksha Mandal's, G. S. College of Commerce, Wardha (MBA Department) the Party No.01 and Ashirwad Clean & Green Services, Nagpur Paty No.02 (Shri. Vilas Pralhad Sheware) Occupation Maintenance Contractor here in after "The Agency" for the work Providing Cleaning (Sanitation) Services to G. S. College of Commerce-Wardha, as MBA Dept., as Boys Hostel, Shiksha Mandal office area & whole Campus on the following conditions.

हिन कि वहा वह क्यांक विकास कर है होय | वार्क कि वहां कि वहां

The expression party No.01 & Party No.02 shall always mean and include unless repugnant to the context or meaning there of, their legal representatives, legal heirs, agents attorneys, administrative, successors and assigns etc.

Whereas Shiksha Mandal's, G. S. College of Commerce, Wardha (MBA Department) engaged in the activity of Education Institute.

Whereas for providing Cleaning Services to its Shiksha Mandal, Boys Hostel, MBA Department etc. It needs various types of services in order to maintain and upkeep the Shiksha Mandal's, G. S. College of Commerce, Wardha (MBA Department).

Whereas the Party No. 02 has agreed to provide Cleaning (Sanitation) Services, as may be required by Party no. 01 on the following Terms and Conditions.

- 1. Good conduct, discipline etc. at College campus Shiksha Mandal's, G. S. College of Commerce, Wardha (MBA Department) and staff the Party No. 02.
 - a) The College shall be at its liberty to instruct for engagement of such number of personnel for particular work as may be considered fit by the College.

b) The Staff engaged by party No. 02 shall conduct themselves in most befitted manner extended necessary courtesies and they shall not give any room for my complaint either from the staff member or regarding behavior or services.

c) The Party no. 02 clearly understands that the "Premises" of College is "Educational Premises" within the meaning of relevant provision of law. Any activity of consumption of liquor, gambling, nuisance, vulgarity etc. is not permissible in the "Premises" and the Party No. 02 and the staff engaged by its shall take care that no such activity is instigated and/or carried out in the "Premises" of the College.

2. Due observance of labour Laws, etc.:-

The Party No. 02 shall follow and comly with all the relevant laws and labour Laws as the case may be and in case of any violation, the Party No. 02 shall be exclusively to face the consequence. In case due to one or other reasons, the party No. 01 is implicated in any such matter than the party No. 02

shall be duty bound to indemnify and reimburse all the cost, charges, expenses etc. which have or which may be incurred by party No.01.

3. Cleaning/Sweeping etc of the "Premises":-

The party No.02 agrees and undertakes to clean, sweep, dust and maintain the "Premises" of the College campus interalia, includes following obligations, responsibilities on the Party No. 02.

- a) To arrange to sweep, clean dust the premises without fail as may be prescribed by the Authority.
- b) To maintain the drainage and sewerage disposal system in good running condition.

unless heirs,

(MBA

, MBA

eep the

ices, as

College

nber of

- c) To wash, clean and scrub the bathrooms, latrines toilets, every day with any standard insecticide, detergents and disinfectants etc. or with any such material as may be provided by the College from time to time.
- d) To collect garbage, dust and dirt every day and dump it at appropriate place as may be instated by the bank from time to time at own cost. For the time being all such garbage, dust and dirt is to be dumped at a specific garbage pit/ dustbins provided by the college and these garbage pits/dustbins are to be cleaned every week, or earlier. if the circumstances, in the position of the College demands.
- e) All tables, chairs, desks, White Board, black Board and other furniture and fixtures will be cleaned and dusted everyday and shall be maintained cleaned the good condition by party No.2.
- f) This Party No.2 shall make available one his staff members always available in the premises to undertake the activities listed above and shall make available extra staff if required.

4. Renewal:-

This agreement may be renewed at option to the option of the party No. 01 on the same terms and conditions for another period of 11 months after the expiry of agreement, the period of 11 months commencing from 1st October 2019.

5. Remuneration:-

The Party No. 02 shall be entitled for sum of Rs. 30,000/-(Rupees Thirty Thousand) per month as per proposal for the annual contract of Cleaning Services. Which shall be

payable on the expiry of each English calendar month for providing services to the College as mentioned in the agreement.

The said amount shall be inclusive of cost of all services agreed to be provided including the necessary material.

- 6. The Agency shall be responsible for the Compliance of statutory obligation under the Factory Act., Labour Act., Minimum Wages Act., Contributory E.P.F. & other taxes related to Government.
- 7. The payment shall be made to the Party no. 02 (Agency) on form of A/c. Payee Cheque.
- 8. Without assigning any reason Party No. 02 shall be at liberty to terminate this agreement by giving 1 (One) Month's Notice.
- 9. The Agreement shall come in the effect from 1st October 2019 and shall end 31st August 2020. The Contract is for 11 months only.
- 10. The Employee of Agency shall have no claim for any type of Employment in the College during the Agreement or after the termination of contract.
- 11. Income Tax shall be deducted from Party No. 02 bill as per rule.
- 12. The renewal of contract is depending upon the performance of the work assigned. Service can be terminated without assigning any reason by giving one month notice from either side.
- 13. Register will be provided by Party No.02 for maintain Work and Attendance which shall be periodically checked/verified to Party No. 01's Authorised person.
- 14. That the expression "Premises" shall mean the office building Shiksha Mandal's, G. S. College of Commerce, Wardha (MBA Department), Wardha.

In case of any dispute between the two parties, the matter will be referred to The Chairman, Shiksha Mandal, Wardha, the apex body of the college and his decision will be final and binding to both parties.

In witness whereof the parties hereto have signed the Agreement on the Date, Month and Year mentioned herein above.

Both the above parties agreed to above conditions.

Witness:

Party:

1) NC

1)

Nalini k. Farde

G. S. College of Commerce
WARDHA.

Name & Signature

Name, Signature & Seal

2)

NI C C:

Name, Signature & Seal