



4.4.2 There are established systems and procedures for maintaining and utilizing physical, academic and support facilities - laboratory, library, sports complex, computers, classrooms etc.

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1. LIST OF COMMITTEES

INDIRA COLLEGE OF ENGINEERING AND MANAGEMENT

Approved By AICTE New Delhi, DTE (MS) and Affiliated to Pune University (Id-No. PU/PN/Engg/282/2007)



Ref: ICEM/Est.Sec./2019/444

Date: 20th June 2019

OFFICE ORDER

Hostel Committee

Following Committee has been constituted for College "Hostel" for Academic Year 2019 - 2020 with immediate effect.

Sr.No.	Name of the Faculty	Role	Department
1.	Mr. Nilesh Phadtare	Coordinator	Admin
2.	Mr. Bhausahab Satpute	Member	Hostel-Boys
3.	Mrs. Harsha Palsule	Member	Hostel - Girls
4.	Mr. Nikhil Raut	Member	Mechanical
5.	Mr. Atul Gore	Member	Sports
6.	Mrs. Anita Chavan	Member	Library


Dr. Sunil S. Admuthe
Principal, ICEM.

Cc : All Concern Coordinators
: All HODs/Section Incharge
: Registrar/SEO
: M/F



24 Jan 2020

Library committee 2019-20

Sr. No.	Name	Designation
1	Dr.Sunil Ingole	Chairman
2	Akshaya Ghalimath	Member
3	A. G. Narwade	Member
4	P.V Sadafal	Member
5	Dheeraj Bhagwat	Member
6	Anuradha Pande	Member
7	Nihal singh Parihar	Member
8	SaurabGopal Deshpande	Member
9	Abhishek D Patil	Member
10	Narayan Jundre	Secretary


Dr. Sunil Ingole
Principal, ICEM

**INDIRA COLLEGE OF ENGINEERING AND MANAGEMENT**

Approved By AICTE New Delhi, DTE (MS) and Affiliated to Pune University (Id-No. PU/PN/Engg/282/2007)



Ref: ICEM/Est.Sec./2019/449

Date: 25th June 2019

OFFICE ORDER
Sports Committee

Following Committee has been constituted for College "Sports" for Academic Year 2019 - 2020 with immediate effect.

Sr. No.	Name of committee member	Role	Dept.
1	Mr. Atul Gore, Director of Physical Education	Coordinator	Sports
2	Dr. Deepak Dharrao	Member	Computer
3	Mrs. Anuradda Pandde	Member	MBA
4	Mr. Sanjay Bankar	Member	MCA
5	Mrs. Supriya Kumbhar	Member	Mechanical
6	Mr. Shreyash Satpute	Member	Civil
7	Mr Santosh Sawant	Member	Purchase & Store I/C
8	Mr. Kushabhau Pathak	Member	Accounts

Sunil Admuthe
Dr. Sunil Admuthe
Chairman- Sports Committee
Principal, ICEM

Cc : All Concern Coordinators
: All HODs/Section Incharge
: Registrar/SEO
: M/F

2. ANNUAL MAINTENANCE AGREEMENT FOR HOUSE KEEPING



महाराष्ट्र MAHARASHTRA

2018

ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी तो स्टॅम्प द महिन्यात आत वापर करावयाचा आहे.

दस्ताचा प्रकार/ अनुच्छेद क्रमांक :-

दस्त नोंदणी करणार असेल का ? :-

नोंदणी होणार असल्यास मुख्य निबंधक कार्यालयाचे नांव :-

मिळवणीचे वर्णन :-

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता :-

दुसऱ्या पक्षकाराचे नाव :-

हस्ते असल्यास नाव व पत्ता :-

मुद्रांक शुल्क (रुपये) :-

मुद्रांक विक्री व नोंदणी क्रमांक :-

मुद्रांक विकत घेणाऱ्याची सही :-

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/

परवाना क्रमांक

Dehen

श्री चंद्रकांत ता. धिरे
तळेगाव दाभाडे, ला.नं. २२०८००३



AGREEMENTS

This Agreement is made and executed at Pune on this 1st August of year 2019.

Prakash



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 **Principal, Dr. Sunil Adm**the 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

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 address 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

Prakash



**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. **1st Aug 2019** and it shall be for the period of 8 months i.e. up to **31st March 2020**.
- 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.
- 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.

Prakash



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 7th 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.

Prakash



- 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.
- 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.

Poojashree



- 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 .

Boothash



- 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.
- 4.3 Contractor shall submit the monthly bills by 1st week of successive month. The Institute shall make payments of due bill by the 15th 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.

Prakash



- 5.3 At the 1st 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.

Anantashiv



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 Admuthe

Principal

for Unique Services

Mr. Prakash Gade

Proprietor



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:

- Computer and telephone cleaning.
- Cleaning of foot rest below the table if provided
- Cleaning of chairs
- Cleaning of windows
- Cleaning of furniture.
- Cleaning of walls within the premises
- Cob webs shall not be visible
- Cleaning/ scrubbing of floors in parking area.
- Cleaning the compound for moss.
- Dusting of and vacuum cleaning all chairs including

A check list will be maintained for all activity.

Prakash

**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 th of subsequent month	
2.	Provident Fund Act	Challan of employees and employers contribution for each month to be submitted before the	15 th of Subsequent Month	
3.	Employees State Insurance Act	Challan of employees and employers contribution for each month to be submitted before the	15 th 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 th of July for month of June and 15 th of July for month of December	

Prakash

**Annexure III
Payment for Services**

	Housekeeping	Plumber
BASIC WAGES	10,856	11,632
Spl. Allowance	390	390
Total (A)	11,246	12,022
H.R.A	562	842
Gross Salary (B)	11,808	12,864
PF Contribution 13% on (A)	1,462	1,563
ESIC Contribution 3.25% on (B)	384	418
MLWF	6	6
Total (C)	13,660	14,850
Service Charges	2,049	2,228
TOTAL	15,709	17,078
Employee Deduction		
PF Contribution 12% on (A)	1,350	1,443
ESIC Contribution 0.75% on (B)	89	96
PT	200	200
Total Deduction	1,638	1,739
Net Pay	10,170	11,124

Note:-

- 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

for Unique Services

Dr. Sunil Admuthé
Principal

Prakash

Mr. Prakash Gade

Witnesses

Proprietor

- 1) Mr. Nilesh Phaltesre
- 2) Mr. Balu Rathod

[Handwritten signature]
[Handwritten signature]



BETWEEN

Indira college of Engineering and Management, managed and run by Shree Chanakya Education Society, Pune, and represented through its Director, **Mr.Sunil Admuthe** 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. Mahesh Dhruv 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 Garden 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 **1st June, 2019** ("**effective date**") and shall continue to be in force till **31st May, 2020** hereinafter referred to as ("**Term**").

For Devashree Nursery & Farms

Proprietor



2. SCOPE

- 2.1. The Contractor shall provide the Services more particularly with as per the requirements of the ICEM. *and Annexure - I, Part*
- 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.
- 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.

For Devashree Nursery & Farms

[Handwritten Signature]
Proprietor



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.

For Devashree Nursery & Farms


Proprietor



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. 45,000/- (Rupees Forty 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.

For Devashree Nursery & Farms


Proprietor



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.

For Devashree Nursery & Farms

Proprietor



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.

Don'ts

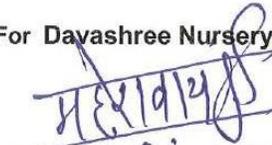
- Misbehavior with any Family/Member, Guest, other Contract personnel of any magnitude.
- Impoliteness, loud talking, inappropriate language, inappropriate gestures, any indiscipline
- Group gatherings, disturbance
- Involvement in any kind of activity at Indira College OF Engineering & Management, Parandwadi 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
And Management


Dr. Sunil Admuthe
Principal

For Dayashree Nursery & Farms


Mr. Mahesh Waidande
Proprietor

IN PRESENCE OF WITNESSES

1. Name *Nitesh Phulose*
Address
Signature 
2. Name *Batu Radney*
Address
Signature 



Annexure – I

Scope of Works

- The Contractor will ensure very high levels of Garden 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 reasonable standard.
- The contractor will use all endeavours to carry out the work in accordance, in all material respect, with the contract.
- The contractor will ensure that the plants are prevented from various diseases.
- It is to be ensured by 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.
- 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.

AUTHORIZED SIGNATORY

FOR Indira College of Engineering
& Management.

AUTHORIZED SIGNATORY

SOLE PROPRIETOR
Davashree Nursery & Farms, Pune.

4. ANNUAL TRANSPORT FACILITY AGREEMENT



महाराष्ट्र MAHARASHTRA

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ज्या कारणामाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी तो स्टॅम्प & महिन्यात आन घापर करावया आहे.
दस्ताचा प्रकार/अनुच्छेद क्रमांक :-
दस्त नोंदणी करणारा आहेत का ? :-
नोंदणी होणारा असल्यास दुय्यम निबंधक कार्यालयाचे नांव :-
मिळकतीचे वर्णन :-
मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता :-
दुरु-या पक्षकाराचे नांव :-
हस्त असल्यास नांव व पत्ता :-
मुद्रांक शुल्क रकम :-
मुद्रांक दिवशी व नोंद वही अनु.क्रमांक :-
मुद्रांक विकत घेणाऱ्याची सही :-
व्यवसायातून मुद्रांक विक्रेत्याची सही/पत्ता/परवाना क्रमांक



AGREEMENT

This Agreement is made and executed at Pune on this 17th June of year 2019.



BETWEEN

INDIRA COLLEGE OF ENGINEERING AND MANAGEMENT, managed and run by Shree Chanakya Education Society, Pune, and represented through its Director, **Mr. Sunil Admthe** 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

UNIQUE SERVICES, though its **Sole Proprietor Mr. Prakash Gade** having its registered office at Manisha Apartment,198/4, Yashwant Nagar, Talegoan Station, 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 an independent contractor for Transport Services at its premises, at Indira College of Engineering and Management, Pune, (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:

AND WHEREAS the First party has examined the vehicle and is satisfied that, the vehicle is in a fit and satisfactory running condition.

AND WHEREAS the contract will be subject to the terms and conditions agreed mutually between the parties, stated as follows:



NOW IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. **EFFECTIVE DATE , TERM:**

The period of this Agreement shall be from 17/06/2019 to 31/05/2020.

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

It is expressly agreed by the Contractor that:

- a. The Contractor shall keep the vehicle in good running condition.
- b. The Contractor shall employ suitable drivers holding valid driving License. The contractor shall at all times enforce strict discipline and good order and shall not employ any unfit person to drive the vehicle.
- a. The Contractor shall procure and keep in force insurance of the Vehicle. The Contractor shall submit to the ICEM the insurance copy along with the copy of Drivers License and the documents pertaining to the vehicle registrations for records.
- b. The staff / drivers employed by the Contractor shall be the employees of the Contractor and there shall be no relationship of Employer and Employee between the Company and the staff / drivers employed by the Contractor.
- c. The Contractor shall take all the necessary precautions of the bus as per the scheduled time, route and the stops, both ways (i.e., while bringing the morning trip employees / students and leaving back in the evening). In case of any break down of bus on road, the contractor shall provide an alternate relief bus immediately.
- d. The Contractor shall ply the bus on the routes and adhere to the timings given by the ICEM from time to time and back daily.
- e. The Contractor shall run the bus for all the working days of the ICEM, except on weekly off and paid holidays as intimated by the ICEM from time to time.
- f. It shall be the responsibility of the Contractor to ensure that its employees shall at all times be neatly and properly attired in uniform accompanied with a proper identity card and driving license whenever they are on duty.
- g. The Contractor shall assign one driver for the ICEM and agree to submit his documents with respect to his identity to the ICEM. In case of change in Driver, the Contractor shall inform the ICEM in advance and submit the documents to the company.
- h. Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with the rules relating to road transportation.
- i. Except in cases of emergency, Contractor agrees not to deviate from the assigned routes without the consent of the ICEM or its duly designated representative who may designate stops to be made and time schedules.



- j. The Contractor shall be responsible for all statutory obligations in regard to its drivers including that of payment of Minimum Wages, Employee's Provident Fund Contributions, Employees State Insurance Contributions and other applicable Labour Laws etc. and will hold the ICEM indemnified and harmless against any prosecution, fine, imposition whatsoever in that respect.
- k. The Contractor shall ensure that its employees strictly follow the rules, regulations and code of discipline applicable to the employees / students of the ICEM and that they do not at any time cause any annoyance or nuisance to the employees, customers, students, vendors or agents of the ICEM.
- l. The ICEM reserves the right to request the Contractor to remove any of the Contractor's driver in case of any misconduct and the Contractor shall do so immediately and without dispute and immediately depute another driver.
2. The ICEM will appoint monitor/s for the vehicle on every trip as their representatives to adhere to the routes, stops and timings and control the use of the vehicle by the employees of the ICEM.
3. The Contractor shall indemnify and keep indemnified ICEM against any loss, costs, charges, damages and expenses incurred or suffered by the ICEM on account of the Contractor not having valid licensees, permits or its drivers not having valid driving licenses.
4. The Contractor will make sure of Police Verification, past employment history of driver before deploying him in ICEM premises and will submit copy of the same along with the appointment letter.
5. Bus Route would be from Talegaon station to ICEM, Parandwadi. pickup and drop will be as per college timings.
6. Contractor agrees to comply with all the provisions under the Contract Labor (Regulation and Abolition) Act 1970, The Employees state insurance Act 1948, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees' Pension Scheme and Employees Deposit linked Insurance Scheme, 1976, Minimum wages act, payment of wages act, factories act and the Payment of Bonus Act 1965, The Employees State Insurance Act, 1948, The Workmen Compensation Act or any other law / rules and regulations applicable to the employees for the time being in force, and shall also abide by and be responsible for the various Labour legislations which may be introduced by Central Govt / State Govt by the Judiciary from time to time. The Contractor shall submit the record for inspection by ICEM or by Inspector of the respective Govt. department on demand. The Contractor agrees to indemnify ICEM in case any penalty to be paid to government authority due to non compliance by the Contractor of any applicable Law.
7. Contractor shall be required to submit the copies of Registration Certificates / License obtained under contract labor Act, PF Act, ESI Act, etc and proof for the Payment of Wages, Provident Fund and ESI contribution on monthly basis and ensure all compliance under the various applicable Government Acts at the time of and during the period of contract.



8. In case Contractor's employees are apprehended in an act of malpractice / threat /violence within ICEM premises, ICEM reserves the right to demand termination of the said employee of Contractor, without any time bar or warning. ICEM also reserves the right to take legal action against Contractor / Contractor employee/personnel depending upon the nature of act. Notwithstanding the aforesaid legal action, Contractor shall compensate ICEM for any monetary loss arising out of the said acts immediately without any demur.
9. Any violation or non – compliance of the aforesaid clauses resulting in proceedings initiated before the statutory authority or judicial forum, either by the State or Employees of Contractor against ICEM, Contractor hereby agrees to bear any costs including damages, compensation, award legal fees and other charges.
10. All other taxes of whatsoever nature and insurance fees will be borne by the Contractor.
11. Any charges, modification, addition, rectification in the Agreement shall be valid only if made in writing and under the signature of both parties.

12. PAYMENT TERMS

- a. The Contractor agrees to provide to ICEM a 50 (fifty) Seater Bus for Pick-Up and Drop from Talegaon Station to Parandwadi ICEM Campus per month. ICEM shall pay **Rs.75,000/-** (Rupees Seventy Five Thousand Only) per month to the Contractor during the tenure of this Agreement. For removal of doubts It is agreed between ICEM and the Contractor that, ICEM would not be availing any bus services from the Contractor during Diwali & Summer Vacation, hereinafter referred to as the "Non Operational Period" and therefore the Contractor shall not raise any Bills on ICEM nor shall ICEM make any payment for the said period.
- b. Invoicing/Billing- Invoicing to be generated in the name of Indira College of Engineering and Management with GST Breakup after completion of the monthly service.
- c. 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.

13. TERMINATION

This contract can be terminated by either of the parties without assigning any reason therefore by giving to the other party a notice of ONE calendar month. If the required notice as referred to above is not given, the party terminating the contract shall pay to the other party a sum of equivalent to three months amount as compensation against liquidated damages. The non-performance or abandonment of the contract by any of the parties to the contract shall be deemed to be the termination of the contract without requisite notice, as referred to above. However, the notice of ONE calendar month may be reduced or waived by mutual consent.



14. **DISPUTE RESOLUTION**

- 16.1 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.
- 16.2 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.

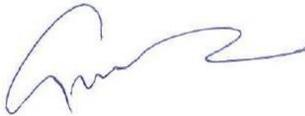
15. Arrangement for parking of bus during idle period should be made available by ICEM at the said premises.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE AFFIXED THEIR RESPECTIVE SIGNATURES, THE DAY AND THE YEAR HEREINABOVE WRITTEN, SIGNED, SEALED AND DELIVERED BY.

FOR INDIRA COLLEGE OF ENGINEERING AND MANAGEMENT

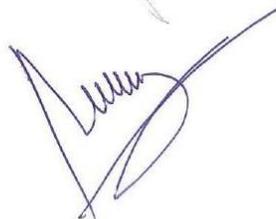

DR. SUNIL ADMUTHE
PRINCIPAL

FOR UNIQUE SERVICES


MR. PRAKASH GADE
PROPRIETOR

IN PRESENCE OF WITNESSES

1. **NAME** Balu Rathod
ADDRESS Pasandwadi
SIGNATURE 
2. **NAME** Anita Surve
ADDRESS Talegaron Dabhule
SIGNATURE 



5. ANNUAL SECURITY AGREEMENT



महाराष्ट्र MAHARASHTRA

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एषा कारणास्तु ज्यांनी मुद्रांक खरेदी केले आहे त्यांनी त्याच कारणासाठी हा स्टॅम्प व पहिन्याकिया आत वापर करावा आहे.

वस्तुचा प्रकार / अनुच्छेद क्रमांक:- करार

दस्त नोंदणी करणारा आहेत का ना

नोंदणी होणारे असल्यास दुय्यम विबंध कायदा क्रमांक —

पिढकरीचे वर्षनः —

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता: श्री. गिरीश व. पापळ २२, हनुमन्त नगर

दुसऱ्या पक्षकाराचे नाव: श्री. गिरीश व. पापळ २२, हनुमन्त नगर

दस्त असल्यास नाव व पत्ता: —

मुद्रांक मुद्रांक क्रमांक: ५००

मुद्रांक विक्री नोंदणी अनु. क्रमांक: २३५९६८ 23 JUL 2019

मुद्रांक विकत घेणाऱ्याची सही: [Signature]

मुद्रांक विक्रीत्याची सही/पत्ता: [Signature]



श्री. गुलाबराव भाविकराव म्हाळसकर
बडगांव, ता. माण्डळ, जि. पुणे.
ला. नं. २२०८०१२

AGREEMENTS

This Agreement is made and executed at Pune on this 1st August of year 2019.



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 **Principal, Dr. Sunil Admuthe** 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 40 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.

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 **1st Aug 2019** ("effective date") and shall continue to be in force till **31st March 2020**. For the period of 8 months, 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.



- 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,
 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 15th 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 1st week of successive month. The Institute shall make payments of due bill by the 15th 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.
- 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 1st 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 Admuthé

Principal

for Om Sai Services

Mr.Vasant Bajaba Papal

Proprietor



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. Sumil Admuthe

Principal

for Om Sai Services

Mr. Vasant Bajaba Papal

Proprietor

**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 th of subsequent month	
2.	Provident Fund Act	Challan of employees and employers contribution for each month to be submitted before the	15 th of Subsequent Month	
3.	Employees State Insurance Act	Challan of employees and employers contribution for each month to be submitted before the	15 th 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 th of July for month of June and 15 th of July for month of December	

[Handwritten signature]

Annexure III

DESCRIPTION	Guards	Supervisor
BASIC WAGES	10,856	11,632
Spl. Allowance	390	390
Total (A)	11,246	12,022
H.R.A	562	601
Gross Salary (B)	11,808	12,623
PF Contribution 13% on (A)	1,462	1,563
ESIC Contribution 3.25% on (B)	384	410
MLWF	6	6
Total (C)	13,660	14,602
1/6 relieving charges	2,277	2,434
Total (D)	15,937	17,036
Service Charges	2,391	2,555
TOTAL	18,327	19,592
Employee Deduction		
PF Contribution 12% on (A)	1,350	1,443
ESIC Contribution 0.75% on (B)	89	95
PT	200	200
Total Deduction	1,638	1,737
Net Pay	10,170	10,886

- 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.

For Indira College of Engineering
And Management

for Om Sai Services

Dr. Sunil Admuthé

Mr. Vasant Bajaba Papal

Principal

Proprietor

Witnesses

- 1) Mr. Nitesh Phadkare
- 2) Mr. Balu Patil






6. SAMPLE COPY OF MAINTENANCE INDENT

 Shree Chanakya Education Society's
INDIRA COLLEGE OF ENGINEERING & MANAGEMENT
S.No.64,65, Gat No.276, At.Parandwadi, Tal.: Maval, Dist. Pune - 410506.
Tel.: 02114 661500

Complant Form (Maintenance)

Date: 15-1-2020

Department :- Civil Dept

Name of Staff :- Pratap Guddekar

Details of Complaint :- Chairs (4) & Bench Repairing (4)
SE Civil class Room.

Completion Date : _____

Work Completed _____

Complainant Sign. [Signature]
HOD

[Signature]
Dy. Director (Admin)

[Signature]
(Vice Principal (Admin))

Please Fill all the 3 Cpoies neatly and submit copy no 1,2 to Maint Dept.
Amount purchase to be made to the above complaint, Director,s sign is compulsory



7. E-TICKETING SYSTEM FOR IT RELATED ISSUES

The IT Support Cell recently launched a support ticket system for IT Support related issues.

The URL is: <https://indiraicem.freshdesk.com/support/home>

SCREENSHOT:

