

**SHREE CHANAKYA EDUCATION SOCIETY'S**  
**INDIRA COLLEGE OF ENGINEERING & MANAGEMENT**

Notes to and forming a part of accounts for the year ended 31<sup>st</sup> March 2022

**1. Society Overview :-**

Shree Chanakya education Society ["Society"] is a Public Charitable Trust registered under the Maharashtra Public Trusts Act, 1950. The Society is engaged in imparting secular education on charitable basis through various schools and colleges. Indira College of Engineering & Management carries out the activity of teaching students in the discipline of Management.

**2. Significant Accounting Policies:-**

**i. General :-**

The accounting policies not specifically referred to herein below are consistent with the generally accepted accounting principles

**ii. Basis for preparation of financial statements :-**

The financial statements have been prepared as per historical cost convention and in accordance with the generally accepted accounting principles in India and materially comply with the mandatory Accounting Standards issued by the Institute of Chartered Accountants of India. The accounts are prepared as per Mercantile System of Accounting, unless otherwise stated.

**iii. Consolidated financial Statements:-**

These consolidated financial statements have been prepared based on line by line consolidation of the Balance Sheets and Income & Expenditure Accounts of the Society and its constituent units. The inter unit transactions and balances are nullified in the consolidated financial statements.

**iv. Segment Reporting:**

As per Accounting Standard 17 "Segment reporting" is to establish principles for reporting financial information, about the different constituent Institutes of the Society as such in which it operates. The College is one segment of the entire Society as such.

**v. Revenue Recognition :-**

**a. Income from Fees :-**

Fees from students are recognized on completion of admission formalities of a student for the course / in the hostel. Difference in fees of University affiliated courses arising on account of fee fixation by the statutory authorities, if any, is accounted in the year of award of such fixation. Fees are reflected net of taxes and duties, wherever applicable. In case of cancellation of admission of any student takes place before audit finalisation, the effect of cancellation is accounted for in the same financial year.



b. **Sale of items :-**

The revenue from sale of prospectus/study materials/forms and other items is recognized at the time of actual sale of such items.

c. **Interest received :-**

Interest on fixed deposits with banks is accounted for on time proportion basis.

d. **Grants:**

Grant is recognized on the basis of receipt of sanction letter from the respective authorities.

e. **Donation in Kind :**

Donation in kind maintained in books of account separately and amortized with its useful life.

f. **Printed Material :-**

The expenditure on printing of prospectus, journals and any other literature is charged to revenue as and when made.

g. **Other income :-**

Other income such as library fines, miscellaneous receipts is accounted for as and when received.

h. **University exams :-**

Expenditure on examinations held on behalf of University and reimbursement thereof received from the University of Pune is accounted for as and when the claim for such reimbursement is submitted to the University of Pune.

i. **Affiliation & Recognition Fees :-**

The fees paid during the year for obtaining affiliation / recognition / continuation etc. for new & existing courses are charged to revenue in the year of payment. The refunds received, if any, are treated as income in the year of receipt.

vi. **Use of Estimates :-**

The preparation of financial statements in conformity with Accounting Standards prescribed by the Institute of Chartered Accountants of India requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and disclosure of contingent liabilities at the end of the reporting period. Although these estimates are based upon management's best knowledge of current events and actions, uncertainties about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets and liabilities in future period.

vii. **Fixed Assets :-**

- a. All direct expenses attributable to Fixed Assets acquired are capitalized. Initial accessories purchased along with the new assets are capitalized. Replacement accessories and other spares are charged out as expenses.
- b. The borrowing costs on the funds borrowed and utilized for the qualifying assets being assets that necessarily take substantial period of time to get ready for their intended use are capitalized to the cost of related assets.
- c. Fixed assets are shown at historical cost. Capital subsidy / grants received against specific asset are reduced from the cost of relevant assets.
- d. Fixed assets are used for the objects of the trusts.

viii. **Depreciation :-**

- a. Depreciation is provided on Straight Line Method at the rates decided by the management.
- b. Depreciation on additions to Fixed Assets is provided from the first day of the year from date of acquisition or the date on which it is put to use.





- c. No depreciation is provided on the assets disposed off / discarded during the year.
- d. Accumulated depreciation on assets is shown separately.

**ix. Impairment Loss**

As per Accounting Standard AS-28 'Impairment of assets' effective from April 01, 2004, the society assesses at each Balance Sheet date whether there is any indication that any asset may be impaired and if such indication exists, the carrying value of such asset is reduced to its recoverable amount and a provision is made for such impairment loss in the income and expenditure account

**x. Foreign Currency Transactions**

- a. Transactions denominated in foreign currencies are recorded at the exchange rate prevailing at the time of transaction.
- b. Monetary assets and liabilities are denominated in foreign currencies at the year end. Non-monetary foreign currency assets are carried at cost.
- c. Any gain or losses on account of exchange differences either on settlement or on transaction are recognized in the income and expenditure account

**xi. Provisions :-**

A Provision is recognized when an enterprise has a present obligation as a result of past event and it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect the current best estimates. Provisions for all known liabilities have been made and they are adequate in the opinion of the management.

**xii. Retirement Fund :-**

**a. Provident Fund :-**

The Society's contribution to Provident Fund is charged to Income & Expenditure Account for the year in which the contribution to the respective fund is due.

**b. Gratuity :-**

Gratuity is estimated on adhoc basis.

**xiii. Leases:**

Where the Society is the Lessee, leases where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognized as an expense in the Profit and Loss account on a straight-line basis over the lease term.

**xiv. Expenditure on the objects of the Trust :-**

All the expenses incurred are for the advancement of the objects of the Society. However the disclosure as to establishment expenses and educational expenses etc. has been made pursuant to the specific disclosure requirement of the applicable statute.

**3. Notes to Account:-**

3.1 Provision for Gratuity is made on ad-hoc basis. The gratuity liability has not been funded.

3.2 Sundry Debtors, loans and advances to staff and others, deposits etc. are in the opinion of management, good and recoverable and are of value stated, if realized in the ordinary course of activity. Provision for all known liabilities has been made in the accounts.



- 3.3 All receivables, balances in personal accounts, Accrued Interest on FDR with various Banks, Staff Deposits and other current liabilities are subject to their confirmation, reconciliations and consequential adjustments, if any.
- 3.4 Dues to and / or from Social Welfare Department of the Govt. of Maharashtra are subject to confirmation, reconciliation and consequential adjustments, if any.
- 3.5 Expenditure on examinations held on behalf of University and reimbursement thereof receivable/ payable from/ to the University of Pune is subject to confirmation, reconciliation and consequential adjustments, if any.
- 3.6 The fixed asset register has not been updated. The same would be updated on physical verification of fixed assets and identification and marking thereof. The fixed assets are accounted for as certified by the management as to the acquisition, possession and usage for the trust purposes.

As per our report of even date  
For Shashank Patki & Associates  
Chartered Accountants

For Shree Chanakya Education Society's  
Indra College of Engineering & Management

FRN No -122054W

*Ruta Chitale*

Ruta Chitale  
M. No. 111703  
Partner



*[Signature]*  
Trustee

*[Signature]*  
Principal

Pune-27/09/2022  
UDIN:- 22111703AVSTOI1827



**AGREEMENT**

Unique Services

Housekeeping / Maintenance

Period: - 1<sup>st</sup> April-2021 to 31<sup>st</sup> March-2022





महाराष्ट्र MAHARASHTRA

2021

BC 947793

ज्या कारणासाठी ही मुद्रांक कोठी केल्यासाठी त्या मुद्रांक कोठेही केलेल्या मुद्रांक व नोंदणी बंधनाचे पत्र आहे.

अनु. क्र. १०३९७ दि. ०१ SEP २०२१ पुणे  
 दस्ताचा प्रकार..... मुद्रांक  
 दस्त नोंदणी करण्यात आलेला का ? होय/नाही.  
 विक्रयकर्त्याचे नाव.....  
 मुद्रांक कोठेही केलेल्या मुद्रांक व नोंदणी बंधनाचे नांव..... युनिक सहीसेल  
 पत्ता..... त.प.व.  
 दुसऱ्या विक्रयकर्त्याचे नाव.....  
 हस्त लेखकाचे नाव व पत्ता..... मिश्रुन काकडे, त.प.व.  
 श्री चंद्रकांत तानाजी धिटे  
 परवाना क्र. २२०८००३  
 मुद्रांक विकत घेणाऱ्याची सही जिजाबाता चौक, तळेगांव बांधावे

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 भावने

AGREEMENTS

This Agreement is made & executed at Pune on this 1<sup>st</sup> April of year 2021.



**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.64/85,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 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





**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 2021** and it shall be for the period of 12 months i.e. up to **31<sup>st</sup> March 2022**.
- 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.
- 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.
- 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 its 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 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.
- 3.16 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.





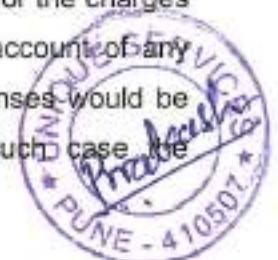
- 3.17 The Contractor undertakes to comply with all the norms of safety and ensure safety with precaution and proper instructions to personnel. The Contractor shall be responsible for any mishap, damage & loss due to work of its personnel / employee and shall indemnify the Institute against all the consequences 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.
- 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. Nilesh Phadtare - 

2. Balu Rathod - 



## 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.





**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

Unique Services -Parandwadi				
Particulars	01.04.21 to 30.06.21		01.07.21 to 31.03.22	
	PEON	Plumber /Driver	PEON	Plumber /Driver
Basic	10,856	11,632	10,856	11,632
Sp. Allowance	1,092	1,092	1,430	1,430
<b>Total (A)</b>	<b>11,948</b>	<b>12,724</b>	<b>12,286</b>	<b>13,062</b>
HRA	597	636.20	614	653.10
<b>Gross Salary (B)</b>	<b>12,545</b>	<b>13,360</b>	<b>12,900</b>	<b>13,715</b>
PF Contribution 13% on (A)	1,553	1,654	1,597	1,698
ESIC Contribution 3.25% on (B)	408	434	419	446
MLWF	6	6	6	6
<b>Total (C)</b>	<b>14,512</b>	<b>15,455</b>	<b>14,923</b>	<b>15,865</b>
Management Fees 15%	2,177	2,318.18	2,238	2,379.74
<b>TOTAL</b>	<b>16,689</b>	<b>17,773</b>	<b>17,161</b>	<b>18,245</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  
Services  
And Management

Dr. Sunil Ingole  
Director

for Unique

Mr. Prakash Gade

Proprietor



Witnesses

1. Name:- Nilesh Phadtare

Address Pune

Signature

2. Name:- Balu Rathod

Address:- Pune

Signature:-



**AGREEMENT**

Atharva Enterprises

Office Boy & Driver

Period: - 1<sup>st</sup> April-2021 to 31<sup>st</sup> March-2022



महाराष्ट्र MAHARASHTRA

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BC 947792



ज्या कागदासाठी रजिस्ट्री करीत असतील त्यांच्याकडून कोणत्याही प्रकारचा खर्च घेतला जाणार नाही असा अटीसह या कागदाचा वापर केला जाऊ शकतो. या कागदाचा वापर केला जाऊ नये असे नोंदविलेले आहे.

अनु. क्र. 903९६ दि. मु. नं. ५००२  
 वस्त्याचा प्रकार..... अश्रीमते  
 वस्त नोंदणी करणार आहेत का ? होय/नाही.  
 मालकीचे नाव.....  
 मूळ मालकीचे नाव..... अथर्व एंटरप्रायझेस  
 पत्ता..... त.पं.  
 वस्त्या मालकीचे नाव.....  
 हस्त लेखणीचे नाव व पत्ता..... मिथुन काकडे, त.पं.

*(Signature)*

*(Signature)*  
 श्री चंद्रकांत तानाजी धिरे  
 परवाना क्र. २२०८००३

मुद्रांक विहित वेधान्याची लक्षी जिजामाता चौक, तळेगांव दाभाडे

**AGREEMENTS**

This Agreement is made & executed at Pune on this 1<sup>st</sup> April of year 2021.





A2-m

**BETWEEN**

**INDIRA COLLEGE OF ENGINEERING & MANAGEMENT (ICEM)**, 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**

**ATHARVA ENTERPRISES**, a Sole Proprietorship Concern through its Sole Proprietor **Mr. Mithun Kakade** , Registered under Maharashtra Shop and Establishments Act 2017and 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 **office boys & drivers** for our administrative functioning.

**AND WHEREAS** the Party of the Second Part is providing office boys and drivers 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**

- 2.1 The contract shall come into force and commence w.e.f. 1<sup>st</sup> April 2021 and it shall be for the period of 12 months i.e. up to 31<sup>st</sup> March 2022.
- 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 months' 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 as defined in Annexure I. 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 Office Boy / Driver Personnel 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 its 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 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.
- 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, 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 & Management.

  
Dr. Sunil Ingole  
Director

For Atharva Enterprises

  
Mr. Mithun Kakade  
Proprietor

**Witnesses:**

1. Nitesh Phadtare Pune: 

2. Balu Rathod Pune - 



**ANNXURE-I**  
**SCOPE OF WORK**

**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.

**Duties**

- |                                      |          |
|--------------------------------------|----------|
| a) Office and misc. Work             | Promptly |
| b) Minor repairs                     | promptly |
| c) Special duties as may be assigned | promptly |
| d) Opening & closing of offices.     | 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) Monitoring of all cleaning activities on daily basis.

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>Atharva Enterprises -Parandwadi</b>				
	<b>01.04.21 to 30.06.21</b>		<b>01.07.21 to 31.03.22</b>	
<b>Particulars</b>	<b>PEON</b>	<b>Plumber /Driver</b>	<b>PEON</b>	<b>Plumber /Driver</b>
Basic	10,856	11,632	10,856	11,632
Sp. Allowance	1,092	1,092	1,430	1,430
<b>Total (A)</b>	<b>11,948</b>	<b>12,724</b>	<b>12,286</b>	<b>13,062</b>
HRA	597	636.20	614	653
<b>Gross Salary (B)</b>	<b>12,545</b>	<b>13,360</b>	<b>12,900</b>	<b>13,715</b>
PF Contribution 13% on (A)	1,553	1,654	1,597	1,698
ESIC Contribution 3.25% on (B)	408	434	419	446
MLWF	6	6	6	6
<b>Total (C)</b>	<b>14,512</b>	<b>15,455</b>	<b>14,923</b>	<b>15,865</b>
Management Fees 15%	2,177	2,318.18	2,238	2,379.74
<b>TOTAL</b>	<b>16,689</b>	<b>17,773</b>	<b>17,161</b>	<b>18,245</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.


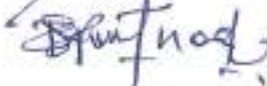
For Indira College of Engineering & Management.

  
Dr. Sunil Ingle  
Director

For Atharva Enterprises

  
Mr. Mithun Kakade  
Proprietor

Witnesses:

1. Nilesh Phadkase Pune 
2. Balu Ramnol Pune 

**AGREEMENT**

Om Sai Services

Security Services

Period: - 1st April-2021 to 31<sup>st</sup> March-2022





महाराष्ट्र MAHARASHTRA

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### AGREEMENTS

This Agreement is made & executed at Pune on this 1<sup>st</sup> April of year 2021.

*Kajal*

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 41 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 **1<sup>st</sup> April 2021** ("effective date") and shall continue to be in force till **31<sup>st</sup> March 2022** 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.



*[Handwritten signature]*

- 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 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.
- 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

for Om Sai Services

Mr. Vasant Bajaba Papal

Proprietor



**Witnesses:**

1. Mr. Dipak Khaldre

2. Mr. Nilesh Phadtare

## 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.



*K. Raju*



## 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



**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	



*[Handwritten signature]*



**Annexure III – Om Sai Services**

Particulars	01.04.21 to 30.06.21		01.07.21 to 31.03.22	
	Security Guard	Security Supervisor	Security Guard	Security Supervisor
Basic	10,856	11,632	10,856	11,632
Sp. Allowance	1,092	1,092	1,430	1,430
<b>Total (A)</b>	<b>11,948</b>	<b>12,724</b>	<b>12,286</b>	<b>13,062</b>
HRA 5% on A	597	636	614	653
<b>Gross Salary (B)</b>	<b>12,545</b>	<b>13,360</b>	<b>12,900</b>	<b>13,715</b>
PF Contribution 13% on (A)	1,553	1,654	1,597	1,698
ESIC Contribution 3.25% on (B)	408	434	419	446
MLWF	6	6	6	6
<b>Total (C)</b>	<b>14,512</b>	<b>15,455</b>	<b>14,923</b>	<b>15,865</b>
1/6 relieving charges	2,419	2,576	2,487	2,644
<b>Total (D)</b>	<b>16,931</b>	<b>18,030</b>	<b>17,410</b>	<b>18,509</b>
Service charges 15 %	2,540	2,705	2,611	2,776
<b>TOTAL</b>	<b>19,471</b>	<b>20,735</b>	<b>20,021</b>	<b>21,285</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: - Nilesh Phoskar

Signature



2. Name: - Deyak Pholde

Signature:-





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

## Complaint Form (Maintenance)

Date: 13/08/2024

Department :- Civil Engg

Name of Staff :- Atul Talashikar

Details of Complaint :- Maintenance of tubelights in CIRS & VRS connection room in lab  
A-106, A-109, A-110 - 2-1-3 - tubelights are not working stage

Completion Date :- As Early as possible

Work Completed \_\_\_\_\_

Sign.

HOD

Dy. Director (Admin)

Principal

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