

ANNUAL MAINTENANCE CONTRACT FOR CANTEEN SERVICES

This Agreement made on this day of, 20... at is entered into by and between, a Company incorporated and existing in accordance with the Companies Act, 1956 and having its Registered Office at, through of the Company (hereinafter referred to as "FIRST PARTY") which expression shall unless be repugnant to the context include its successors and assigns of ONE PART.

AND

....., a proprietorship firm having its Office at (hereinafter referred to as "SECOND PARTY") which expression shall unless be repugnant to the context include its successors and assigns of OTHER PART.

AND

WHEREAS FIRST PARTY has agreed to accept the services of SECOND PARTY on the terms and conditions as agreed herein below.

NOW THIS DEED IS WITNESSETH AS UNDER:

1. OFFER & ACCEPTANCE

i. That SECOND PARTY hereby offers its catering/canteen services/facilities to FIRST PARTY on contractual basis and FIRST PARTY hereby accepts the same.

2. SCOPE OF SERVICES

.....

3. DEALING PERSONS:

.....

4. RIGHTS & OBLIGATIONS OF BOTH PARTIES

i. That SECOND PARTY agrees to execute, fulfill & discharge the work and obligations hereinafter provided in the manner agreed to the entire satisfaction of FIRST PARTY.

ii. That SECOND PARTY has necessary financial and manpower resources of funds and experienced personnel to undertake any job / task required to be carried out in the interest of FIRST PARTY.

iii. SECOND PARTY shall provide uniform & shoes to all its personnel deployed at the canteen of the FIRST PARTY.

iv. All Personnel deployed by SECOND PARTY shall be in neat & clean uniform appropriate for their duties.

5. GENERAL TERMS

i. That in case, it is found by FIRST PARTY that the SECOND PARTY has willfully suppressed any material or information about any personnel (which may be detrimental to the interest of FIRST PARTY), either by SECOND PARTY or the manpower employed by or through him or is otherwise, false or misleading then SECOND PARTY alone shall be responsible for any losses, damages, or consequences arising out of it and FIRST PARTY shall have full right to take suitable legal or otherwise action against SECOND PARTY which may include a claim for payment of compensation by way of damages etc.

ii. That SECOND PARTY shall inform FIRST PARTY in writing in advance about any change in its name, address, business, ownership, status or constitution.

iii. That all staff employed by SECOND PARTY shall be subjected to security check by the security staff and/or authorized person of FIRST PARTY as per requirements.

iv. That SECOND PARTY hereby indemnifies FIRST PARTY and shall keep FIRST PARTY fully indemnified against all actions, suits and proceedings/ third party claims and all costs, charges, expenses, losses or damages/ damage to reputation or goodwill incurred or suffered by or caused to FIRST PARTY by reason of any breach of his obligations or any of his covenants, warranties, representation, or undertaking being false, incomplete or incorrect.

v. That SECOND PARTY understands that this agreement is on non-exclusive basis and FIRST PARTY is free to take the services of similar nature from any other party

vi. This agreement is on the basis of principal to principal and SECOND PARTY, their agents and servants shall not represent himself/themselves as agent or representative of FIRST PARTY.

vii. That SECOND PARTY shall not appoint any sub-contractor to carry out any obligation under this agreement without written approval of FIRST PARTY.

viii. No waiver by either party to any provisions of this Agreement shall be binding unless made expressly and confirmed in writing.

ix. That parties to this contract further represent and undertake that they are fully competent and authorized to enter into this agreement.

5. MATERIAL

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6. EQUIPMENT

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7. FURNITURE & FIXTURES

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8. MENU SPECIFICATIONS

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9. PENALTY

i.

10. SUPERVISION

i. That SECOND PARTY shall arrange for supervision of his personnel to ensure proper control for executing the job smoothly and efficiently.

11. REPLACEMENT

i. That SECOND PARTY shall ensure proper performance, conduct/discipline, character and behaviour of the workforce engaged by or through him and deputed at the premises of FIRST PARTY and shall replace any personnel of its workforce at any point of time, at the sole discretion of FIRST PARTY within a period of 24 hours when such a wish is expressed to him in explicit terms.

12. EMPLOYER- EMPLOYEE

i. That SECOND PARTY being the employer of the personnel engaged by him shall alone be entitled to hire or fire them. FIRST PARTY shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged / employed by SECOND PARTY for any purpose whatsoever nor would FIRST PARTY be liable for any claim(s) whatsoever of any such person(s).

ii. That SECOND PARTY alone shall have the right to take disciplinary action against any person(s) engaged / employed by him, while no right whatsoever shall vest in any such person(s) to raise any dispute and / or claim whatsoever against FIRST PARTY.

13. ACCIDENT OR UNTOWARD INCIDENT

i. That in the event of any unfortunate accident resulting into temporary, partial or total disablement or death or other natural calamities of any of his personnel, SECOND PARTY shall ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the concerned personnel free of cost and without fail. In addition, SECOND PARTY shall solely be liable for meeting with statutory liabilities under the ESI/PF or employees' compensation Act. In case any such expenses including hospitalization expenses are incurred by FIRST PARTY of its own, then it reserves all right to recover the same from SECOND PARTY including interest thereon, if any.

ii. That in case of any theft, sabotage, pilferage, fire, violence etc. in the premises of FIRST PARTY, FIRST PARTY shall have full right to make suitable inquiry / inquiries from the Staff of SECOND PARTY either in writing or verbally for official purposes including for any witness in Court or before concerned authorities.

ii. That if it is found that any person of the Staff of SECOND PARTY is involved or abetted, directly or indirectly, in any such theft, sabotage, pilferage, fire, physical violence at the

premises of FIRST PARTY, then FIRST PARTY shall be at full liberty to take suitable legal or otherwise action against the erring staff and SECOND PARTY for damages, costs of consequences whether during the tenure of this agreement or thereafter.

14. PERFORMANCE

i. That SECOND PARTY shall perform the work assignments to the best satisfaction of FIRST PARTY in case of unsatisfactory performance FIRST PARTY reserves the right to terminate the contract forthwith and SECOND PARTY shall not raise any claim/demur/protest for such termination of contract. In that case the legal payments, if any, made to the workforce of the SECOND PARTY shall be fully recoverable from SECOND PARTY.

15. LICENCES AND STATUTORY COMPLIANCE

i. That SECOND PARTY shall alone be responsible for Compliance of all labour legislations (as may be amended from time to time) in respect of persons employed by or through him and deputed for the above services being provided to FIRST PARTY including Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Dispute Act, Inter-State Migrant Workers Act etc. and rules made thereunder (as may be amended from time to time). However, it may be noted that Minimum rates of wages shall be as per the notifications of concerned State Government only.

ii. That SECOND PARTY shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand of FIRST PARTY or any statutory authority inspecting the records of FIRST PARTY. SECOND PARTY shall keep update knowledge of the various labour laws as are and which become applicable from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law applicable to the Personnel engaged by SECOND PARTY, SECOND PARTY alone shall be responsible and liable for penal action that may arise as a result of such breach or violation and consequences thereof, if any.

iii. That SECOND PARTY ensures to pay the entire wages payable by it under Minimum Wages Act, 1948 as applicable from time to time, as gross wages to the workforce deployed / to be deployed and SECOND PARTY further ensures to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF & ESI contribution deposited by it along with its details to FIRST PARTY. In case, SECOND PARTY fails to provide the requisite returns/certificates as aforesaid, the payments of its bill shall be stopped by FIRST PARTY and FIRST PARTY shall terminate this agreement forthwith without any notice with SECOND PARTY.

iv. That SECOND PARTY shall obtain and maintain at all times during continuance of this agreement all necessary permissions, approvals and required licenses and pay necessary taxes in relation to or in connection with the job assigned under this agreement.

16. SUBMISSION OF DOCUMENT(S)

i. That SECOND PARTY shall submit the following documents -

a.

b.

17. INDEMNIFICATION

i. SECOND PARTY alone shall be responsible and FIRST PARTY shall not be held responsible/liable under any circumstances for any accident or injury and/or any third party claim arising out of such accident and any temporary/permanent/partial/total bodily disablement/injury/infirmity and/or death arising out of any such accident of SECOND Party's personnel engaged for the assigned services for FIRST PARTY in terms of costs, claim, compensation, damages or any other consequences legal or otherwise.

ii SECOND PARTY shall observe and comply with all Rules and Regulations of the Central/State Government or the provision of any law including rules and regulations of any local authority in force from time to time which may be applicable.

iii SECOND PARTY hereby indemnifies and keep FIRST PARTY indemnified and its directors, officers and employees and save them harmless against any action, proceedings claims or demands of any person, Government or local authority made against FIRST PARTY, it directors, officers and employees in respect of or as a result of the business operations carried on by SECOND PARTY or SECOND PARTY committing any breach of the provisions of any statutory regulations and/or this agreement or in consequence of any act or commission or omission or default of SECOND PARTY, their servants, agents or workmen and against all costs, losses, damages, hardship, injuries, charges and expenses which FIRST PARTY may have to pay, incur or sustain by other wise, in relation thereto.

iv During the continuance of this agreement or its renewal thereof, it shall be responsibility of SECOND PARTY to ensure that all Rules and Regulations relating to the employment of Labour under any statute, whether existing or becoming applicable on a future date, including payment of Provident Fund, Employees State insurance, Gratuity and other provisions are complied with by SECOND PARTY and in the event of SECOND PARTY committing breach of any of the provisions or if due to any reason, FIRST PARTY is sought to be made liable for the same, SECOND PARTY shall indemnify and keep FIRST PARTY indemnified against all costs, charges and expenses, damages or amounts which FIRST PARTY may be required to incur and sustain by reason of any action, claims or demand. Such persons shall not in any way or claims to be the employees of FIRST PARTY.

v. If any, damage is caused to any property or any injury is caused to or the death occurs of any person inside/outside of the Premises of FIRST PARTY due to the act or default or any person employed by SECOND PARTY, SECOND PARTY alone will be liable in damage or for compensation in respect thereof and SECOND PARTY agrees to indemnify FIRST PARTY and to keep FIRST PARTY indemnified against all losses, damages, costs, charges, expenses, suits,

proceedings and all liability of whatsoever nature and kind which FIRST PARTY may incur, sustain, suffer or put to in consequence or by reason of such damage, injury or loss of life.

vi. SECOND PARTY shall indemnify and keep FIRST PARTY indemnified against any loss or damage or cost, charges, suits, proceedings and expenses and all liability of whatsoever nature or kind that may be caused by non-performance of the term(s) of this Agreement or any wrongful act and /or default on the part of SECOND PARTY or their agents or servants and/or any of SECOND PARTY's undertaking being false, incomplete or incorrect.

18. LIABILITIES

i. That SECOND PARTY shall be responsible and liable for the loss that FIRST PARTY may incur on account of any act, omission, commission and / or negligence of workforce of SECOND PARTY. The decision of FIRST PARTY shall be final and binding in all such cases and SECOND PARTY shall make good the loss sustained by FIRST PARTY either by replacement of the material / equipment or by payment of compensation.

19. VALIDITY

i. That this agreement is initially valid for a period of months i.e. from to..... which may further be renewed for such periods and on such terms as may be mutually agreed upon by both the parties.

20. AMENDMENT

i. That it is the complete and exhaustive statement of Agreement between FIRST PARTY and SECOND PARTY and this agreement supersedes all proposals, oral or written and all other communications and prior agreement between the parties. The terms of this agreement shall not be amended, modified or rescinded except by a written instrument signed by both the parties.

21. TERMINATION

i. That should either party to this agreement requires terminating it before its natural expiry, it shall give month prior written notice to the other party, at the expiry of which this agreement shall stand determined.

22. SEVERABILITY

i. Should any provision(s) of this agreement be held invalid or unenforceable under the laws of India, such invalidity shall not affect any other provision(s) of this Agreement, and neither shall it be held to affect the Agreement in its entirety. This agreement shall then be construed as if it did not contain the provision(s) held to be invalid, and the parties shall endeavor to replace such invalid provision(s) with new provision(s) which shall be, as nearly as possible, similar in its/their legal and commercial effect to the original and replaced provision(s).

23. PAYMENT TERMS

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24. GOVERNING LAW

i. This Agreement shall be governed and construed in accordance with the laws of India.

25. ARBITRATION

i. That in case any dispute or difference or question arises between the parties as to the interpretation or effect of any clause or clauses of this Agreement or as to the performance or non-performance of the terms thereof or in connection with any rights or duties or obligations of any party there under or as to any other dispute touching the contents of the agreement or these presents shall as far as possible, be resolved mutually by both the parties.

ii. That if the parties fails to resolve then only the same shall be referred to the ARBITRATION of the, as sole arbitrator appointed under the provisions of the Arbitration & Conciliation Act, 1996 including any statutory modification(s) or re-enactments thereof for the time being in force.

iii. That the award so made shall be final and binding on both the parties. The cost of reference and award shall be shared equally by both the parties except otherwise decided by the sole arbitrator. The territory of is understood and mutually agreed upon by both the parties as the place of arbitration. However, the provisions contained in this clause shall be without prejudice to any other right available to FIRST PARTY under any other law for the time being in force in India.

iv. The Parties also agree that when any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement.

26. JURISDICTION

i. That this Agreement is and shall be deemed to have been executed at and only courts at shall have jurisdiction in all matters arising out of or connected with this Agreement. IN WITNESSTH the parties hereto execute and sign this agreement after fully understanding its meaning, purpose and intent on day, month and year first above mentioned.

For

1. Signature : _____

Name :

Address :

For

2. Signature : _____

Name :

Address :

WITNESSES:

1.

2.