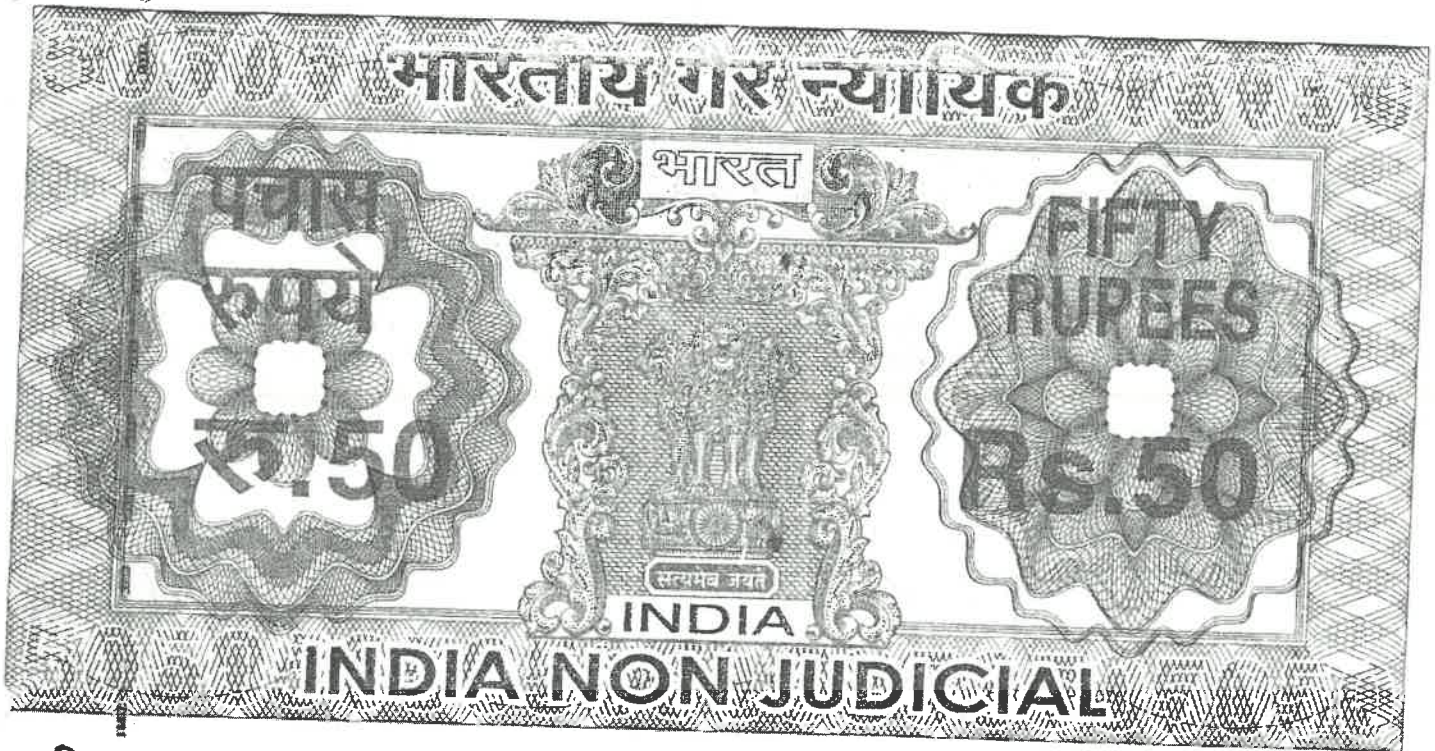


Garden and Canteen - Maintenance

- Copy of agreement for garden maintenance



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K 427534

AGREEMENT

This Agreement is executed on this day 08th j, 2024 at Sector 55, Gurugram.

BETWEEN

M/s Krishna Enterprises, a Landscaping firm having its office at SF-25 Suhant Vyapar Kendra, Sushant Lok I, Gurugram through Mr. Sudhir Kumar Sharma, who is duly authorize to sign and execute this agreement, hereinafter referred to as the M/s Krishna Enterprises, a term which shall include his/her/their/its successors, assigns and legal representatives of the one part, (referred as 'FIRST PARTY').

And

Sushant University, having its office at Sector 55, Gurugram, Haryana, 122003, through its Authorized Signatory, Dr. Sanjeev Kumar Sharma, Pro Vice Chancellor & Registrar, (hereinafter called the 'SECOND PARTY') of the one part.

Whereas the FIRST PARTY is in the Horticulture Business and has forwarded a request to the SECOND PARTY for the renewal of the Horticulture contract for maintenance of Horticulture work at Campus without Sport Complex. The same has been accepted by the SECOND PARTY on the assurance that both parties shall abide by the terms and conditions of this agreement. Now, therefore, this agreement witnesses as follows: -

For KRISHNA ENTERPRISES



1. The Horticulture would include entire internal and external premises and precincts thereof. The work shall include, immediate removal of debris found at near the site of work shall be got removed immediately as and when required. All-inclusive care of plants, trees, shrubs, climbers, hedges lawns etc to the fullest satisfaction of the company.
2. **Pest Control:** Application of pesticides, chemical treatment, organic and inorganic manure fertilizers e.g. worm-compost. D A P Murrate of Potash Insecticides Pesticides bactericide. Micronutrient mixture, watering to all vegetation as and when required to maintain soil fertility and protection of all vegetation of viral fungal bacteria attack or any other disease.
3. This contract shall be for a period of one year commencing from **April 1st, 2024 to March 31st, 2025**. The FIRST PARTY will provide the manpower for **Rs. 83150/- per month and GST Extra as applicable**. This rate is fixed for one year. No revision of rates would be considered during this period. However, if any kind of deficiency in the services, rendered in that situation, the campus shall be entitled to deduct 5% of the total amount payable every month.
4. The FIRST PARTY will provide uniformed and trained personnel and will use its best endeavors to provide the services.
5. The personnel provided will be the employees of the FIRST PARTY and all statutory liabilities will be paid by the FIRST PARTY such as PF, ESI, and Medical etc.
6. The FIRST PARTY will take and keep alive an Insurance Policy which covers its employees for personal accident and death during the course of their work.
7. The FIRST PARTY personnel shall not demand any gratuity or reward in any shape or form, from the SECOND PARTY.
8. The FIRST PARTY personnel shall do their best endeavors to perform all services as per directions enumerated here in and in accordance with such directions, which the SECOND PARTY may issue from time to time and which have been mutually agreed upon between the two parties.
9. The SECOND PARTY shall have right within reason to have any person removed who is considered to be undesirable or otherwise and similarly the FIRST PARTY reserves the right to change the person with prior intimation to **Campus**, except in case of exceptional emergency situation.
10. All personnel employed will be more than 18 years of age.
11. All employees will be paid according to minimum wages Act.
12. The FIRST PARTY shall ensure that his staff do not smoke, consume alcohol or any intoxicating drug / substances while performing duties in the premises.
13. The FIRST PARTY shall ensure that their workers should be in perfect uniform, well trained, well behaved and courteous.
14. In case of any eventuality, mishappening and accident to the personnel deployed for **Campus** work at the place of work or outside, SECOND PARTY will have no responsibility to pay any compensation whatsoever and it will be the responsibility of FIRST PARTY and they have to bear such cost.
15. The FIRST PARTY will raise monthly bill by first week of the following month only after making the payment of wages and the dues to the personnel deployed. The FIRST PARTY shall submit bill along with photocopies of challan for depositing of PF & ESI and other statutory dues.
16. Pan No. & GST No. of FIRST PARTY Company should be printed on the bill, in case of proprietorship firm PAN No. of Proprietor; Name of Proprietor should be mentioned.

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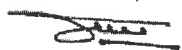
17. However, SECOND PARTY is entitled to deduct all taxes at sources as prescribed by present or future Tax Laws of India.
18. The employee of FIRST PARTY shall in no case be entitled to any benefit, monetary or otherwise, which may be permissible for the regular employees of SECOND PARTY nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against the SECOND PARTY by virtue of this agreement, the FIRST PARTY shall have to intervene and take all the responsibility in respect of claim, if any, in such proceedings.
19. The specified area of operation may be increased or decreased from time to time at the discretion of the SECOND PARTY whereupon the FIRST PARTY may increase or decrease proportionately the number of persons deployed at the establishment of the SECOND PARTY. However, the FIRST PARTY shall get the scheme or specification approved before any change.
20. The SECOND PARTY or any officer so authorized by it for the purpose shall be at liberty to carry out any surprise checks on FIRST PARTY's work to ensure adherence to quality of service as per the specifications.
21. The decision of SECOND PARTY with regard to determining of quality of work/ service in terms of the specifications provided by the SECOND PARTY shall be final. The SECOND PARTY reserves the right either to get the deficiency removed at the cost of SECOND PARTY and/ or deduct such amount from the monthly service charges bill for the deficient services as may be determined by the SECOND PARTY. The FIRST PARTY shall on every 2nd of subsequent month submit a monthly bill for the services rendered by it during the preceding month as per the payment schedule. The SECOND PARTY shall arrange to make any deficiency in services within 15 days of the receipt the invoice. The FIRST PARTY shall ensure that the bills providing complete details, a self attested copy of PAN.No. and all supporting documents are attached with the invoice like:
- a. Copy of the monthly wage Slips
 - b. Copy of the monthly wage Sheet
 - c. Copy of the monthly Attendance Register, Copy of Bank Statement, if the payment has been made by Cheque
 - d. Copy of the monthly ESI Challan (paid), along-with copy of the Membership Register.
 - e. Copy of the monthly PF Challan (paid), along-with copy of the Eligibility Register.
 - f. Copy of the Appointment Letter of New Joinees.
 - g. Copy of the Transfer Letter of Full & Final Statement of left employees, with the invoice.
22. The FIRST PARTY shall issue photo identity cards to all its employees bearing their individual names and photographs within 7 days from the date of this agreement coming in operation. The Identity card shall bear the name of the employing organization, deployment establishment and shall bear the period of contract and date of issue and the Proprietor/ authorized representative of the FIRST PARTY shall sign expiry. Any new employee shall be issued a new identity card within 7 days of the deployment.
23. Police Verification shall be undertaken for all its employees and workers by the FIRST PARTY and a proof of the same would be submitted to the SECOND PARTY. In the mean time, a received copy of the application for police verification from local police station may be submitted as a proof.

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24. The FIRST PARTY shall enforce discipline and good order among it and its employees (including labour).
25. The FIRST PARTY agrees that it is liable and responsible for and responsible for and undertake to pay wages not less than the minimum wages, allowances, and other benefits due and payable under the various applicable statutes/ regulations to the personnel employed by the FIRST PARTY for the said services.
26. It is understood that the SECOND PARTY shall stand fully indemnified by the FIRST PARTY in respect of any claim or liability arising in respect of the labour or any employee engaged by the FIRST PARTY both, during and on expiry/ termination of this contract.
27. FIRST PARTY will indemnify & defend SECOND PARTY its affiliates, officers, directors and employees against and cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise, but also any third party claims brought against the SECOND PARTY because of negligence or fault or labour or employees of the FIRST PARTY, whether on account of wages or otherwise including the labour or employees engaged through the sub-FIRST PARTY(s) of the FIRST PARTY.
28. The FIRST PARTY including their sub-FIRST PARTY shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by the SECOND PARTY or by any authority, under these statutes. The FIRST PARTY including their sub-FIRST PARTY shall maintain leave register, attendance register, wage registers, register of persons, register of deduction, fines, overtime advances etc. and all other registers as required and regularly submit Xerox copies of these register to the SECOND PARTY and will hand over the originals of the same on termination/expiry of the contract.
29. The FIRST PARTY shall as and when required by the SECOND PARTY deliver to the SECOND PARTY all documents, things or other evidence which may be required to establish the compliance by FIRST PARTY and its sub-FIRST PARTY with all applicable laws and shall always be open to audit and shall always be open to audit and /or inspection of itself or its agents and /or associates, by the SECOND PARTY. The SECOND PARTY is entitled by itself or through its agents to carry out the audit of the FIRST PARTY and /or inspection as specified hereinabove on a monthly or quarterly basis, as it may find reasonable.
30. This Agreement may however be terminated during its term by either Party by giving one-months' notice to the other Party without assigning any reasons. None of the Parties shall be entitled to seek any damages on account of termination under this clause. Upon Termination, the FIRST PARTY shall forthwith return all assets of the SECOND PARTY lying with the FIRST PARTY and in the event of any shortcoming, the SECOND PARTY shall be entitled to charge the shortage from the FIRST PARTY and the SECOND PARTY shall be discharged of all liabilities to the FIRST PARTY.
31. On expiry/termination of this agreement the FIRST PARTY shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all other statutory obligations and liabilities and indemnify the SECOND PARTY against any claims or compensation in this regard.
32. The FIRST PARTY shall use its best efforts to prevent and avoid labour disputes or problems which may affect the said services or hinder or interfere with the business operations of SECOND PARTY and to settle any such labour disputes and problems which

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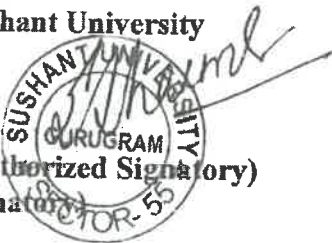
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may arise, in a manner which will not interfere with or disrupt the business operations of SECOND PARTY.

33. In the event of any dispute or differences arising out of or in connection with this Agreement, the same shall be resolved through the arbitration of sole arbitrator who shall be the Vice-Chancellor of Ansal University, whose decision shall be final. The venue of arbitrator shall be Gurgaon and the courts at Gurgaon shall have jurisdiction in the matter.
34. The FIRST PARTY shall hold the information in confidence received by it or its employees about the working and the equipment of SECOND PARTY, and shall not disclose the same to any person except its employees who have a need to know and who are bound to preserve the confidentiality thereof.
35. In case any person is not found meeting the requirement by the company; FIRST PARTY will be obliged to replace the same immediately.
36. For the number of gardeners engaged/ present in a month, the FIRST PARTY will get its attendance verified from the Head Facilities.
37. The FIRST PARTY will take proper and reasonable precaution to prevent the loss, destruction, and minimize wastage or misuse of resources in the area of its responsibility and shall not knowing/unknowing lend to any person or company any of the assets of the FIRST PARTY or any information under their control.
38. A Penalty of Rs. 5000/- pm will be imposed on the FIRST PARTY for noncompliance of statutory requirement (License and late submission of ESI & PFs, challans / Returns) and the amount will be deducted from the total amount chargeable by him.
39. FIRST PARTY will also provide the uniforms along with the shoes (as per laid down standard/ specification of the coy) to the people.
40. FIRST PARTY will ensure that FIRST PARTY people are trained as per the requirement of the Institute for providing required services.
41. That based on the memorandum of understanding, proper agreement will be entered into between FIRST PARTY and the company on the lines of enclosed draft. In case of any clarification, the reference will be made to this Memorandum of Understanding.
42. This order is being sent to FIRST PARTY in duplicate. FIRST PARTY are requested to return one copy duly signed as a token of FIRST PARTY acceptance
43. This agreement sets forth the entire understanding between the parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than what is stated herein.

Sushant University

(Authorized Signatory)
Signature



M/s Krishna Enterprises

(Authorized

For KRISHNA ENTERPRISES



Approved Manpower Detail (M/s Krishna Enterprises.)
Horticulture Service for the period of 1st April 2024 to 31st March 2025

S. No.	Particulars	Approved Nos.	
1	Gardner	16630/-	05
2	Tools & Pipe	5000/-	
	Total (Rs)	83150/-+GST	05

Note:

- (1) Republic Day (2) Independence Day (3) Holi (4) Mahatma Gandhi Birthday (5) Diwali (6) Idu'l Fitr (7) Idu'l Zuha (Bakrid)
2. Lieu of 8 hrs Extra Duty's Payable of SU
3. Gratuity to be paid by FIRST PARTY
4. Card and police verification cost to be absorbed by FIRST PARTY
5. Any amount payable on top of the net wages calculated as above will be paid as reimbursement but with prior written approval from SU

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For KRISHNA ENTERPRISES

[Signature]
PARTNER

