PROF. SAMBHAJIRAO KADAM COLLEGE, DEUR (SATARA)

Criterion 7: Institutional Values and Best Practices

Clarifications for deviation/s along with attached document/s for DVV

7.1.7

Bills and invoice/purchase order/AMC in support of facility.

11 Bahujan Hitay 11

Shri Mudhaidevi Shikshan Sanstha's

Prof. Sambhajirao Kadam College, Deur



Building Maintenance Agreement

Between

Prof. Sambhajirao Kadam College, Derir (Estd. 1999)

And

R.L. Constmction, Satara

Date of Execution: 01/01/2017



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Maharashtra , herein "*PSKCD*" and R.L. Construction, Satara herein "*CONTRACTOR*" for 01/01/2017 to 31/12/2017 period,

THE PARTIES AGREE AS FOLLOWS:

1. <u>MAINTENANCE SERVICES</u>: PSKCD hereby hires *CONTRACTOR* to perform inspection and maintenance services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CONTRACTOR* agrees to perform inspection and maintenance services on the rererenced premises, as preventing measures to ensure upkeep and smooth conduct of the institutional functioning in an utlinterrupted manner and work place health and safety (WHS) of campus inmates/students/staff, including:

Inspecting premises to determine maintenance needs.

- + Building Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Repair and Maintenance of window glass.
- « Water supp!y, Sanitary and Plumbing work.
- Repair and Maintenance of Electrical Equipment's.

2. <u>COMPENSATION:</u> *PSKCD* agrees to pay *CONTRACTOR* the sum of Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara In addition, *PSIICD* will pay *CONTRACTOR* for additional services as agreed in writing for the actual maintenance work done.

3. <u>MATERIALS AND EOUIPMENT</u>: CON7RA STOP agrees to provide all materials and equipment necessary to perform the above services at no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises for these materials.

4. **EMPLGYEES:** CONTRAC"tOR agrees to provide PSItCD with a list of the names and addresses of all employees who will be working upon the premises in performing this Agreement. If *PSKCD* disapproves of any such employees in writing, CON TRACTOR agrees not to use such employees upon the premises: CONTRACTOR further agrees to use reasonable care in selecting trustworthy employees.



5. INDEMNIFICATION: *CONTRACTOR* agrees to indemnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, *from* and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *CONTRACTOR*, *CON TRACTOR s* agents, employees, or representatives under this Agreement.

6. <u>COMPLIANCE WITH LAWS</u>: *CONTRACTOR* further agrees to comply with all state, and local laws, rules and regulations.

7. **KEYS:** *PSIICD* will give one set of keys to *CONTRAC'POR* fol access to the premises, and *CONTRACTOR* must obtain the approval of *PSKCD* as to any employee who iS given access to the keys. *CONTRACTOR* is responsible for *the* cost of re-keying any locks required for *CON TRACTOR's* loss of keys.

8. **INDEPENDENT CONTRACTOR:** The parties agree that *CONTRAC'FOR* and all its employees are independent contractors of PSKCD and in no way employees or agents Of *PSKCD* and are not entitled to workers compensation or any benefit of employment with the *PSKCD*. *PSItCD* shall have no control over the performance of this Agreement by *CON TRACTOR*, except to specify the time and place of performance and the results to be achieved. *CONTRACTOR* agrees to pay and be responsible for all taxes due rrom the compensation received under this Agreement.

9. TERMINATION: This Agreement may be terminated immediately by *PSItCD* for breach of this Agreement by *CONTRACTOR* and either party may terminate this Agreement by 15 days written notice of termination to the other party.

10. DISPOSAL OF TOXIC SUBSTANCES: *CONTRACTOR* agrees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with state, and local statutes and regulations and further agrees to indemnify *PSKCD* from any liability resulting therefrom.

11. **INSURANCE:** CON TRACTOR agrees to obtain and keep in force dufing its acts under this Agreement a comprehensive general liability insurance policy, which shall name and protect CONTRACTOR, all CON TRACTOR's employees, PSKCD, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR 's acts. CONTRACTOR shall provide. proof of



liability coverage as set forth above to *PSKCD* prior to commencing its performance as herein provided.

12. <u>WORKER'S COMPENSATION:</u> CONTRACTOR shall maintain in full force and effect worker's compensation for *caN To CTOR* and any agents, employees, arid staff that the *CONTRACTOR* may employ, and provide proof to *PSKCD* of such coverage or that such worker's compensation insurance is not required under the circumstances.

13. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be . modified or amended in writing by the parties.

14. <u>ATTORNEY FEES</u>: Iteasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forfeiture of this Agreement.

DATED this IS / 11 / 2 016

PSKCD:

1715

CONTRACTOR:

Principal - g. N. Bbosale Principal,	By (Name) Or O surructions
Prdl. \$ambhdtifao Kada ol!^9^. Oeur. Tal. Ito rega on, DiSt. SgtZld	ItsProprietton
WITNESS:	(Title or Ojfice) WITNESS:
Head Clerk of PSKCD Head Clerk	(Signature of Witness)
E. Sambhajirao Kadam College Deur (Satara)	

Form and content approved by Chairman, College Development Committee, Prof. Sambhajirao Kadam College, Deur.



II Bahujan Hitny 11

Shri Mudhaidevi Shikshan Sanstha's Prof. Sambhajirao Kadam Cokege, Deur



Building Maintenance Agreement

Between'

Prof. Sambhajirao Kadam College, Deur (Estd. 1999)

And

R.L. Construction, Sa;ara

Date of Execution: 01/01/2018



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Maharashtra , herein "*PSKCD*" and R.L. Construction, Satara herein "*CONTRACTOR*" for 01/01/2018 to S1/12/2018 period,

THE PAftT IES AGREE A\$ FOLLOWS:

1. MAINTENANCE SERVICES: *PSKCD* hereby hires *CONTRACTOR* to perform inspection anñ maintenance services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CONTRACTOR* agrees to perform inspectIon and maintenance services on the referenced premises, as preventing measures to ensure upkeep and smooth conduct of the institutional functioning in an uninterrupted manner and wñrk place health and safety (WHS) of campus inmates/students/staff, including:

Inspecting premises to determine maintenance needs.

- Building Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Repair and Maintenance of window glass.
- Water supply, Sanitary and Plumbing work.
- Repair and Maintenance of Electrical Equipment's.

2. <u>COMPENSATION:</u> *PSKCD* agrees to pay *CON'PRACTOR* the sum o(Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara In addition, *PSKCD* will pay *CON'PRACTOR* for additional services as agreed in writing for the actual maintenance work done.

3. <u>MATERIALS</u> <u>AND</u> <u>EOUIPMENT</u>: *CONTRACTOR* agrees to provide all materials and equipment necessary to perform the above services at no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises *for* these materials.

4, **EMPLOYEES:** CONTRACTOR agrees to provide PSKCD with a list of the names and addresses of all employees who will he working upon the premises in performing this Agreement. If *PSKCD* disapproves of any such employees in writing, CON TRACTOR agrees not to use such employees upon the premises. CON TRACTOR further agrees to use reasonable care in selecting trustworthy employees.



5. **INDEMNIFICATION:** *COblTRACTOR* agrees to in demnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, from and against any and aJl claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connectioh with the acts and/or any performances or activities or *coN TRACTOR*. *CON TRACTOR's* agents, employees, or representatives under this Agreement.

6. <u>COMPLIANCE WITH LAWS</u>: *CONTRACTOR* further agrees to comply with all state, and local laws, rules and regulations.

T. **KEYS:** *PSKCD* will give one set of keys to *CONTRACTOR* for access to the prefriises, and *CONTRACTOR* must obtain the approval of *PSK*p as to any employee who is given access to the lkeys. *CONTRACTOR* is responsible for the cost of re-keying any locks required for fONTM€TOfi's loss of lieys.

8. **INDEPEI4DENT CONTRACTOR:** The parties agree that *CONTRACTOR* and all its employees are independent conti'actoi's of PSItCD and in no way employees or agents of *PSKCD* and are not entitled to workers compensation or any benefit of employment with the *PSKCD*. *PSIICD* shall have no control over the performance of this Agreement by *CON TRACTOR*, except to *specifi* the time and place of performance and the results to be achieved. *CONTRACTOR* agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

9. <u>**TxnulNATION:**</u> This Agreement may be terminated immediately by *PSKCD* for breach of this Agreement by *CONTRACTOR* and either party may territinate this Agi'eement by IS days written notice of termination to the other party.

10. DISPOSAL OF TOKIC SUBSTANCES: *CONTRACTOR* agrees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with state, and local statutes and regulations and further agrees to indemnify *PSKCO* from any liability resulting therefrom.

11. **INSURANCE:** CONTRACTOR agi'ees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall name and 'protect CONTRACTOR, all CONTRACTOR's employees, PSKCD, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to per sons or property arising out of or in connection with the CON TRACTOR's acts. CONTRACTOR shall provide proof of



Building Maintenance Agreement

liability coverage as set forth above to *PSKCD* prior to commencing its perforinance as herein provided.

AZ. <u>WORKER'S COMPENSATION:</u> *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CON CTOR* may employ, and provide proof to *PSKCD* of such coverage or that such worker's compensation insurance is not required under the circumstances.

13. <u>aHTIRE AGRBEMENT</u>: This is the entire agreement of the parties and can only be modified or.amended in writing by the parties.

14. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forfeiture of this Agreement

DATED this 16 / 12 / 2017

PSKCD:	CONTRACTOR:
Principal Or. B. E. BhOfi&IC Principal, prtf. Sambhajirao Xa8ain 60lkge, Deur, Tal. Koregaon, Dist. Satara.	By For RL Constructions (Name) Propriet •
WITNESS:'	(Title or Office) WITNESS:
Head Clerk of PSKCD	Mana
Head Clerk of. Sambhajiraef'tadam College Deur (Satara)	(Signature of Witness)

Form and content approved by Chairman, College Development Committee, Prof. Sambhajirao Kadam College, Deur.



Building Maintenance Agement

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Shri Mudhaidevi Shikshan Sanstha's Prof. Sambhajirao Kadam College, Deur



Building Maintenance Agreement

Between

Prof. Sambhajiiao l'Cadam College, Deur (Estd. 1999)

And

R.L. Construction, Satara

Date of Execution: 01/01/2019



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Maharashtra , herein "*PSKCD*" and R.L. Construction, Satara herein "*CON TRACTOR*" for 01/01/2019 to 31/12/2019 period,

THE PARTIES AGREE AS FOLLOWS:

1. <u>MAINTENANCE SERVICES</u>: *PSIfCD* liei'eby hires *CONTRACTOR* to perform inspection and maintenance services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CON TRACTOR* agrees to perform inspection and maintenance services on the referenced premises, as preventing lneasures to ensure upkeep and smooth conduct of the institutional functioning in an uninterrupted manner and work place health and safety (WHS) of campus inmates/students/staff, including:

I nspecting premises to determine maintenance needs.

- Building Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Repair and Maintenance of window glass.
- Water supply, Sanitary and Plumbing work.
- Repair and Maintenance of Electrical Equipment's.

2. <u>COMPENSATION:</u> *PSKCD* agrees to pay *COCTRAC* "*IOR* the sum of Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara In addition, *PSKCD* will pay *CONTRACTOR* for additional services as agreed in writing for the actual maintenance work done.

3. <u>MATERIALS AND EOUIPMENT:</u> *CONTRACTOR* agrees to provide all materials' and equipment necessary to perform the above services at no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises for these materials.

4. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of *CONTRACTOR*, *CON TRACTOR*'s agents, employees, or representatives under this Agreement.



5. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless PSKCD, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CON TRACTOR, CON TRACTOR's agents, employees, or representatives under this Agreement.

6. <u>COMP LIANCE WITH LAWS.</u>' *CON TRACTOR* further agrees to comply with all state, and local laws, rules and regulations.

7. **KEYS:** *PSKCD* will give one set of keys to *CON TRACTOR* for access to the premises, and *CONTRACTOR* must obtain the approval of *PSKCD* as to any employee who is given access-to the keys. *CONTRACTOR* is responsible for the cost of re-keying any lochs required for *CONTRACTOR's* loss of keys.

8. **INDEPENDENT CONTRACTOR:** The parties agree that *CONTRACTOR* and all its employees are independent contractors of PSKCD and in no way employees or agents of *PSKCD* and are not entitled to workers compensation or any benefit or «mployment with the *PSKCD*. PSKCD sham have no control .over the performance of this Agreement by *CON"PRACTOR*, except to specify the time and place of performance and the results to be achieved. *CON TRACTOR* agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

9. TERMINATII3N: This Agreement may be termInated immediately by *PSIICD* for breach of this Agreement by *CON TRACTOR* and either party may terminate this Agreement by 15 days written notice of termination to the other party.

10. DISPOSAL OF TOXIC SUBSTANCES: *CONTRACTOR* agrees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with state, and local statutes and regulations and further agrees to indemnify *PSIICD* from any liability resulting therefrom.

II. INSURANCE: *CONTRACTOR* agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall name and protect *NON TRACTOR*, all *CONTRA CTOR*'s employees, *PSKCD*, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the *CON TRACTOR*'s acts. *CONTRACTOR* shall provide proof of



liability coverage as set forth above to *PSKCD* prior to commencing its performance as herein provided.

12. <u>WORKER'S COMPENSATION:</u> CON TRACTOR shall maintain in full force and effect. worker's compensation for CON TRACTOR and any agents, employees, and staff that the CON TRACTOR may employ, and provide proof to *PSKCD* of such coverage or that such worker's compensation insurance is not required under the circumstances.

13. <u>ENTIRE AGREEMENT</u>: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

14. <u>ATTORNEY FEES</u>: tteasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forfeiture of this Agreement.

DATED this 15 / 12 / 2018

PSKCD:

CO NTRACTOR:

	19 15	
Principal	nr. B. 8. B nosale Principal, Dr0f. 5amhhai!r60 Kadam *'''**'' Oeur, Tal. ftur0gBG , DiM. Satara.	(Name) or ons truct lons (tt Proprietor
WITN ESS:	Company and the second	(Title or Office) WITNESS:
of. Sambhgjir	f PSKCD Clerk a Kadam College (s «tara)	(Signature of Witness)

Form and content approved by Chairman, College Development Committee, Prof. Sambhajirao Kadam College, Deur.



11 Bahujan Ilitay 11

Shri Mudhaidevi Shikshan Sanstha's Prof. Sambhajirao Kadam College, Deur



Building Maintenance Agreement

BeLeen

Prof. Sambhajirao Kadam College, Deur (Estd. 1999)

And

R.L. Construction, Satara

Date of Execution: 01/01/2020



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Mahar litra , herein "*PSKCD*" and R.L. Construction, Satara herein "*CONTRACTOR*" for 01/01/2020 to 31/12/2020 period,

THE PARTIES AGREE AS FO L LOWS:

1. MAINTENANCE SERVICES: *PSKCD* hereby hires *CONTRACTOR* to perform inspection and maintenance services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CONTRACTOR* agrees to perform inspection and maintenance services on the referenced premises, as preventing measures to ensure upkeep and smooth conduct of the institutional functioning in an uninterrupted manner and work place health and safety {WHS} of campus inmates/students/staff, including:

Inspecting premises to determine maintenance needs.

- 8uilding Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Repair and Maintenance of window glass.
- Water suppJy, Sanitary and Plumbing woi'k.
- Repair and Maintenance of Electrical Equipment's.

2. <u>COMPENSATION:</u> *PSIICD* agrees to pay *CONTRACTOR* the sum of Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara In addition, PSKCD will pay *COC TRACTOR* for additional services as agreed in writing for the actual maintenance work dome.

3. <u>MATERIALS AND EOUIPMENT:</u> *CONTRACTOR* agrees to provide all materials' and equipment necessary to perform the above sefiices at. no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises fDr these materials.

4. **INDEMNIFICATION:** *CONTRACTOR* agrees to indemnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or propei'ty ai ising out of or in connection with the act and/or any performances or activities of *CON TRACTOR*, *CON TRACTOR*'s ogents, employees, or representatives under this A 5. **INDEMNIFICATION:** *CON TRACTOR* agrees to indemnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, frotn and against any and all claims,



losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the *acts* and/or any performances or activities of *CONTRACTOR, CON TRACTOR's* agents, employees, or representatives under this Agreement.

6. <u>COMPLIANCE WITH LAWS:</u> ION TR4fTO£ further agrees to comply with all state, and local laws, rules and regulations.

7. <u>KEYS</u>: *PSKCD* will give one set of keys to *CONTRACTOR* for access to the premises, and *CONTRACTOR* must obtain the approval of *PSKCD* as to any employee who is given access to the lteys. *CONTRACTOR* is responsible for the cost of re-l<eying any locks required for covrmcros's loss of keys.

8. INDEPENDENT CONTRA CTOR: The parties agree that *CONTRACTOR* and all its employees are independent contractors of PSXCD and in no way employees or agents of *PSKCD* and are not . entitled to workers compensation or any benefit of employment with the *PSKCD*. *PSKCD* shall have no control over the performance of this Agreement by *CONTRACTOR*, except to specify the time and place of performance and the results to be achieved. *CONTRACTOR* agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

9. TERMINATION: This Agreement may be tel minated immediately by *PSKCD* for bréach of this Agreement by *CON TRACTOR* and either party may terminate this Agreement by 15 days written notice of termination to the other party.

10. DISPOSAL OF TOXIC SUBSTANCES: *CONTRACTOR* agrees to dispose of any and all toxic or hazai dons substances used in fulfilling this contract *in accordance* with state, and local statutes and regulations and further agrees to indemnify *PSKCD* from any liability resulting therefrom.

II. INSURANCE: *CONTRACTOR* agrees to obtain and keep in force during its acts under this Agreement a corn prehensive general liability insurance policy, which shall name and protect *CONTRACTOR*, all CON*TRACTOR's* employees, *PSKCD*, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CON TRACTOR's a \in ts. *CONTRAC"I'OR* shall provide proof of liability coverage as set forth above to *PSKCD* prior to commencing its performance as herein provided.



12. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CON TRACTOR and arly agents, employees, and staff that the CONTRACTOR may employ, and provide proof to PSKCD o I such coverage or that such worker's compensation insurance is not required under the circumstances.

13. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

14. ATTt RNEY FEED: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forfeiture of this Agreement.

DATED this 05 / 12 / 2019

PSKCD:	CONTRACT OR:
Principal Or. B. It. Bhosale Principal Principal, Prof. Sambhajirao Kadam College Daur, Tal ftot egaon, Di5t. 8at3f 6.	By For RL Constructions (Name) Proprietor Its (Title or Office) RLC
WITNESS:	WITNESS:
Head Clerk of PSKCD Head Gierk of. Sambhajirao K.\$§ am college Deur t Satara)	(Signature of Witness)

form and content approved by Chairman, College Developmetlt Committee, Pl'Of. Sambhajirao Kadam College, Deur.



^{11 Bahujan Hitay II} Shri Mudhaidevi Shikshan Sanstha's Prof. Sambhajirao Kadam College, Deur



Building Maintenance Agreement

Between

Prof. Sambhajirao Kadam College, Deur (Estd. 1999)

And

R.L. Construction, Satara

Date of Execution: 01/01/2021



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Maharashtra , herein *"PSKCD"* and R.L. Construction, Satara herein *"CONTRACTOR"* for 01/01/2021 to 31/12/2021 period,

THE PARTIES AGREE AS FOL LOWS:

1. <u>MAJNTENANCE SERVICES</u>: *PSKCD* hereby hires *CON TRACTOR* to perform inspection and maintenance services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CONTRACTOR* agrees to perform inspection and maintenance services on the referenced premises, as preventing measures to ensure uplteep and smooth conduct of the institutional functioning in an uninterrupted manner and worlt place health and safety (WHS) of campus inmates/students/staff, including:

Inspecting premises quarterly to determine maintenance needs.

- Building Repair and Maintenance of civil woiks.
- ftepair and MaintenanKe of internal roads.
- Repair 6nd Maintenance of window gloss.
- Water supply, Sanitary and Plumbing woi'k.
- Repair and Maintenance of Electrical Equipment's.
- M opping all floors with a cleaner approved by *EN TITY* at least two times per week.
- Cleaning all bathrooms and toilet rind lavatory bowls and refilling any paper towel dispensers and toilet paper dispensers at least two times per week.
- Performing a special cleaning of the premises after special events, as requested by *EN TITr*, ror the additional compensation will be given for each special cleaning].

2. <u>COMPENSATION:</u> *PSKCD* agrees to pay *CONTRACTOR* the sum of Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara In addition, *PSKCD* will pay *CONTRACTOR* for additional services as agreed in writing for the actual maintenance work done.

3. <u>MATERIALS</u> <u>AND EOUIPMENT:</u> CON TRACTOR agrees to provide all matei ials and equipment necessary to perform the above services *at* no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises for these materials.



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4, **EMPLOYEES:** CONTRACTOR agrees to provide PSKCD with a list of the names and addresses of all employees who will be working upon the premises in performing this Agreement- If PSKCD disapproves of any such employees in writing, CDN TRACTOR agrees not to use such employees upon the *premises*. CON TBACTOR further agrees to use reasonable care in selecting trustworthy employees.

5. INDEXfNIFIfATFON: *CONTRACTOR* agrees *to* indemnify, defend, and hold harmless *PSKCD*, and its officers, agents and employees, from arid against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities or covPR4c7'OR, *CON TRACTOR's* agents, employees, or representatives under this Agreement,

6. <u>CO MPLIANCE WITH LAWS</u>: *CON TRACTOR* further agrees to comply with all state, and local laws, rules and regulations.

7. **KEYS:** *PSKCD* wi *l1* give otic set of keys to *CON TRACTOR* for access to the premises, and *CONTRACTOR* must obtain the approval of *PSKCD* as to any employee who is given access to the keys. *CONTRACTOR* is responsible for the cost of re-keying any licks required for *CON TRACTOR's* loss of keys.

8. **INDEPENDENT CONTRACTOR:** The parties agree that *CONTRACTOR* and all its employees are independent contractors of PSItCD and in no may employees or agents of *PSKCD* and are not entitled to workers compensation or any benefit of employment with the *PSItCD*. *PSIICD* shall have no control over the performance of this Agreement by *CONTRACTOR*, except to specify the time and place of performance and the results to be achieved. *COivTRACTOR* agrees to pay and be responsible for all taKes due from the compensation received under this Agreement.

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10. <u>DISPOSAL OF TOXIFI SUBST@ NCES</u>: *CONTRACTOR* agrees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with state, and local statutes and regulations and further agrees to indemnify *PSKCD trom* any liability resulting therefrom.



11. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability *insurance policy*, o•liich shall name and protect CONTRACTOR, all CONTRACTOR's employees, PSKCD, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CON TRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to PSKCD prior to commencing its performance as' herein provided.

12. <u>WORKER'S COMPENSATION:</u> *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *PSKCD o I* such coverage or that such worker's compensation insurance is not required under the circumstances.

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14. <u>ATTORNEY FEES</u>• Reasonable attorney fees shall be awarded to the prevailing **party in** any action to enforce this Agreement or to declare termination or forfeiture of this Agreement.

DATED this 11 / 12 / 2020

PSKCD:

CONTRACTOR:

	By D DI O I I I
Principal Or. B. N. Bb0Sal8 Princi pal,	(Name) For RL Constructions
p(oi Sambhajirao Kaéam College,	(Lulu
Dea f, 1aI. more aon, Dltt. Sât6F3.	lts
Statistic and Tel + A	(Title or Office)
WITNESS:	Safe ()st
in the second se	WIT NE_SS:
Head Clerk of P RCD Hea Clerk	(Signature of Witness)
*rof. Sambhajirao Kadam Colles! Deur (Satara)	

Form and content approved by Chair man, College Development Committee, Prof. Sambhajirao Kadam College, Deur.



11 Bahujun Hitay 11

Shri Mudhaidevi Shikshan Sanstha's Prof. Sambhajirao Kadam College, Deur



Building Maintenance Agreement

Between

Prof. Sambhajirao Kadam College, Deur (Estd. 1999)

And

R.L. Construction, Satara

Date of Execution: 01/01/ 2022



AGREEMENT made between **Prof. Sambhajirao Kadam College, Deur** an Educational Institute of Maharashtra , herein *"PSKCD"* and R.L. Construction, Satara herein *"CONTRACTOR"* for 01/01/2022 to 31/12/202 2 period,

TH E PARTIES AGREE AS FOL LOWS:

1. MAINTENANCE SERVICES: *PSKCD* hereby hires *COC TRACTOR* to perform inspection and maintenanKe services on the buildings and rooms and other physical infrastructure as per described on the attached list and map, which are collectively referred to as the premises. *CONTRACTOR* agrees to perform inspection and maintenance services on the referenced premises, as preventing measures to ensure upkeep and smooth conduct of the institutional functioning in an uninterrupted manner and work place health and safety (WHS) of campus inmates/students/staff, including:

Inspecting premises quarterly to determine maintenance needs.

- Building Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Itepair and Maintenance of window glass.
- Water supply, Sanitary and Plumbing work.
- Repair and Maintenance of Electrical Equipment's.
- Mopping all floors with a cleaner approved by *ENTITY* at least two times per week.
- Cleaning all bathrooms and toilet and lavatory bowls and refilling any paper towel dispensers and toilet paper dispensers at least two times per week.
- » Performing a special cleaning of the preinises after special events, as requested by *ENTITY*, [for the additional compensation will be given for each special cleaning].

2. <u>COMPENSATION:</u> *PSltCD* agrees to pay *CON1'RAC"TOR* the sum of Rs. 2000 per inspection for the services, payable to R.L. Construction, Satara ln addition, *PSKCD* will pay *CONTRACTOR* for additional services as agreed in writing for the actual maintenance work done.

3. <u>MATIRIALS AND EOUIPMENT:</u> *CONTRACTOR* agrees to provide all materials and equipment necessary to perform the above services at no additional cost to *PSKCD*. *PSKCD* agrees to provide a storage area on the premises for these materials.



4. **EMPLOYEES:** CONTRACTOR agrees to provide PSKCD with a list of the names and addresses of all employees who will be working upon the premises in performing this Agreement. If PSKCD disapproves of any such employees in writing, CON TRACTOR agrees not to use such employees upon the premises. CON TRACTDR further agrees to use reasoqable care iii selecting trustworthy employees.

5. INDEMNIFICATION: *CON'TRACTOR* agrees to indemnify, defend, and hold harmless *PSKCD*, and its officers, agents *an0* employees, from and against any and all claims, losses, actions, or Judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *CONT'RAC7'OP*, *CONTRACTOR s* agents, employees, or representatives under this Agreement.

6. <u>COMPLIANCE WITH LAWS:</u> *CONTRACTOR* further agrees to comply with all state, and local laws, rules and regulations.

7. <u>KEYS</u>: *PSKCD* will give one set *a I* keys to *CONTRACTOR* for access to the' premises, and *CONTRACTOR* must obtain the approval of *PSKCD* as to any employee who is given access to the keys. *CDN TRACTOR* is responsible for the cost of re-keying any locks required for *CONTRACTOR'S* loss of keys.

8. **INDEPENDENT CONTRACTOR:** The parties agree that *CONTRACTOR* and all its employees are independent contractors or is Kc D and in no way employees or agents of *PSKCD* and are *not* entitled to workers compensation or any benefit or employment Frith the *PSKCD*. *PSItCD* sha)l have no control over the performance of this Agreement by *CDNTRACTDR*, e.xcept to specify the time and place of performance and the results *to* be achieved. *CONTRACTOR* agrees to pay and be responsible for all taxes due from the Compensation reKeived under this Agreement.

9. TERMINATION: This Agreement may be terminated immediately by *PSKCD* for breach of this Agreement by *CONTRACTOR* and either party nay terminate this Agreement by 15 days written notice of termination to the other party.

10. **DISPOSAL OF TOXIC SUBSTANCES**: *CONTRACTOR* agi ees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with state, and local statutes and *regulations* and further agrees to indemnify *PSIICD* from any liability resulting therefrom.



11. <u>fNSt/RANCE</u>: *CDNTRACTOR* agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall name and protect. *CONTRACTOR*, all *CONTRACTDR*'s employees, *PSIICD*, and its officers, agents and employees, from and against any and all *claims*, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CON *TRACTOR*'s acts. *CON TRAC"FOR* shall provide proof of liability coverage as set forth above to *PSKCD* prior to commencing its performance as herein provided.

12. <u>WORKER'S COMPENS</u> <u>TIEIN</u>: *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CON TRACTOR* and any agents, employees, and staff that the *NON TRACTOR* may employ, and provide proof to *PSKCD* of such coverage or that such worker's *compensation* insurance is not required under the circumstances.

13. <u>EI9TIRP AGREEMENT</u>: fl'his is the entire agreement of the parties and can only be . modified or amended in writing by the parties.

14. <u>ATTORNEY FEES</u>: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forreiture of this Agreement.

CONTRACTOR.

DATED this 07 / 12 / 2021

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PSKCD:

Principal Dr. B. N. Bhosale Principal,	By
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WITNESS:	(Title Dr Office)
Head Cue f SJ & rk	(Signature of Witness)
[*] rof. Sambhajirao Kad•m College Deur Satara)	

form and content approved by Chairman, College Development Committee, Prof. Sambhajirao Kadam College, Deur.

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