भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

V 444279

Agreement

Agreement between the Urban Local Body & Private Contractor/CWA (PPP Model)

Maintenance of C Block Park Kamla Nagar, *Agra*

This agreement is made and executed on the 22nd April, 2008 at Agra

between :

1. Nagar Ayukt, Agra Nagar Nigam (ANN) (Herein after called 1st party)

2. The **Krishi Avam Paryavaran Shodh Sansthan, E-3-700, Gandhi Park, Shaheed Nagar, Naher, Rajpur, Agra** Represented by its president/Secretary (herein after called 2nd party)

WHEREAS, the 1st party has introduced a scheme of maintenance of parks in Agra Nagar Nigam (ANN) limits.

WHEREAS the 2nd party has understood the object, procedures and guidelines etc., of the scheme and having understood the same and the various provisions of Agra Nagar Nigam (ANN) Act, Rules and Bye-laws framed there under .has voluntarily and with an intension to assist, participate and to get the services rendered for the scheduled a park area of this agreement under its own supervision and to its satisfaction has agreed to the proposals agreed by the 1st party

In pursuance of the above understanding, both the parties hereby agree that the party of the first part shall maintain the park more fully described in the scheduled below (hereinafter called scheduled park) and subject to the following terms and conditions

a) The different Components of the scheduled park like lawns, hedges, shrubbery, structures, fountains, illuminations fixtures etc., shall be handed over the 2nd party where is condition for taking up the maintenance.

b) That the 1st party permits the 2nd party to maintain the scheduled park area of this agreement for the period from the date as mentioned in the scheduled to the discretion of 1st party.

c) That the 1st party shall continue to have the possession of the scheduled park and only the right of maintenance is being licensed under this agreement to the 2nd party. The 2nd party shall not take up any construction or alteration of any structure, boundary, landscape etc. If such type of work is necessary then prior permission shall have to be taken in writing from 1st party.

d) That the 2nd party shall engage required persons for looking after day-to-day maintenance of the scheduled park and the wages payable to the said person/s shall be born by the 2nd party

e) The 2nd party shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/ or regulations such as payment of wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulations and Abolition) Act1970 and the Factories Act1948 or any modifications thereof or any other laws relating thereto and rules there under introduced from time to time. The 2nd party shall assume liability and shall indemnify the 1st party from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the time of agreement. In general, in respect of all labour directly or indirectly employed in the work for the performance of 2nd party's part of the maintenance of the scheduled park, the 2nd party shall comply with all the rules framed by the government authorities concerned from time to time for protection of the health and welfares of the workers. The 2nd party shall pay to labour employed by him wages as defined in the relevant local labour regulations or as per the provisions of the contract Labour Regulations or as per the provisions of the Contract Labour (regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. The 2nd party shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities.

f) That the 2nd party being a service organization undertaking this work on behalf of various residents in the area, all the labourers, employees, manpower engaged by the 2nd party shall not be deemed as service done for or on behalf of the1st party and they shall have no connection of what-so-ever nature with the 1st party, in the course of their employment.

g) The 1st party will render required technical guidance to the 2nd party in the maintenance of the park

h) That the 2nd party undertakes to maintain the scheduled park in a clean and green condition. The 2nd party shall also undertake regular watering, weeding etc., for the proper maintenance of the scheduled park.

i) That the 2nd party shall see that no unsocial activities occur in the park. That the 2nd party shall protect from encroachment.

j) That the 2nd party shall not allow the scheduled park to be used for other purposes such as functions, meetings etc. or as play ground

k) That 2nd party shall allow access to the public in the scheduled park of the agreement without any hindrance, obstruction etc.

Director

l) That the 1st party has a right to terminate this agreement at any time without notice incase of unsatisfactory service /maintenance by the 2nd party

m) That in case of any dispute or claim or grievance in the process of the above service by the 2nd party, the same shall be represented to the 1st party and the decision of the 1st party shall be final and binding on the 2nd party

n) That the 2nd party shall maintain record of all the expenditure incurred in respect of maintenance of scheduled park of this agreement. The 2nd party shall provide access to the 1st party and its officers /staff to the books/registers/documents of accounts and further the 1st party shall have right to call for the accounts from the 2nd party.

o) It is mutually agreed upon that any of the terms and conditions which are not covered under this agreement and on account of which the dispute or clarification that may arise in such event, decision/reply by Nagar Ayukt, Agra Nagar Nigam (ANN) shall be final and binding on both the parties. Such decision will be deemed as part of this agreement.

p) That any civil/horticulture expenditure, arising for the maintenance of the scheduled park, shall be borne by the 2nd party.

q) That the 2nd party shall not allow any representatives/labourers/watchmen/ security guard/gardener etc to reside inside the park whether in tool room or any other temporary or permanent structures.

In witness thereof, the 2nd party do hereby agree to the above terms and conditions and undertake to carry out the obligations arising out of this agreement and do hereby execute and sign this agreement on 22nd April, 2008 in favour of the 1st party.

1ST PARTY

Nagar Ayukt,
Nagar Nigam, Agra

2ND PARTY

Krishi Avam Paryavaran Shodh Sansthan,
E-3-700, Gandhi Park, Shaheed Nagar,
Naher, Rajpur, Agra

Director

IN WITNESS THEREOF:

1.

2.

1st Party

2nd Party

Director

No. of Enclosers : 04

1. **Photographs of Park**
2. **Inspection Report**
3. **Measurement**
4. **Authority Letter**