

FACILITY MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into at Mumbai on this ___th day of ____ **2012**

BETWEEN

A, an establishment, having its office at _____, (hereinafter referred to as the "**The Company**") (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representatives and assigns) of the ONE PART.

AND

B, having its office at _____ (hereinafter referred to as the "**Agency**") (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her / its successors and assigns) of the SECOND PART.

WHEREAS

The Company is engaged in business of Export and Trading Activities and is looking for specialized agency providing facility management services provider to take care of various facilities in the premises of the Company at_____.

The Agency is having necessary expertise to provide facility management services and is providing such services to various organisations in the city of _____.

The Company was approached by the Agency and they have shown willingness to provide the services at its premises on the terms & conditions acceptable to both the parties. The parties accordingly finalized the terms and conditions as set out herein below:

1. The said Agreement shall remain in force for a period of _____ year/s from_____ to _____, unless the agreement is sooner terminated or renewed.
2. In case of any damage while performing the job due to the negligence of the Agency or its personnel's the cost of such damage shall be deducted at the discretion of the Company, from the amount payable to the Agency against its bills and / or security deposit.
3. The Agency agrees not to transfer or assign its rights under this agreement to any other party without prior written permission of the Company.
4. The Agency agrees to employ sufficient number of personnel's in consultation with the Company to satisfy the requirements of the Company and all payments to such personnel's be made in time as per the Law in the presence of a designated Officer of the Company. The personnel's employed by the

Agency will be strictly under the supervision of the agency and it will be responsibility of the Agency to get done the work done through its personnel's. The supervision and control of the personnel's employed by the Agency will totally rest with the Agency.

5. The Agency shall ensure that the person appointed by the Agency for the purpose of or in connection with this Agreement, shall not have any criminal record or background.
6. The Agency shall ensure that neither the Agency nor his personnel do, cause or suffer to be done in or upon the said company premises anything whereby any insurance or other policy against loss or damage by fire or otherwise of the said establishment may become void and voidable.
7. The Agency shall be bound to follow and adopt all safety measures which the company may advise the Agency from time to time, in respect of the Company's business, employees and property.
8. The Agency shall observe and comply with all applicable provisions and requirements of the Bombay Shops and Establishments Act, 1948, The Contract Labor (regulation and abolition) Act, 1970, the Employees State Insurance Act, 1948, The Employees Provident Fund and Family Pension Fund Act, 1952, the Payment of Wages, 1926, the Minimum Wages Act, 1948, the payment of Bonus act, 1965, and all statutes, regulations and provisions having the force of law as also all rules, by-laws and other provisions framed there under in pursuance thereof, in so far as they are attracted by reason of obligations and rights conferred on the Agency by this Agreement or by reason of duties or responsibilities imposed on the Agency by reason of this Agreement or by reason of the activities or functions discharged by the Agency in pursuance of this agreement and in particular, by reason of the

employed or engaging by the Agency of the persons employed or engaged in or connection with rendering of various services at the said establishment.

9. The Agency assumes full and exclusive liability for and indemnify and keep indemnified the Company from and against all claims, demands, actions, suits and proceeding whatsoever that may be bought or made against the Company by or on behalf of any person, persons, body / bodies, penalties, levies, taxes, losses, damages, costs, charges, expenses or other liabilities whatsoever which the company may now hereafter be liable to pay, incur or sustain by reason or in consequence or in connection with the performance, nonperformance or breach by the Agency of the terms of this Agreement.
10. The Agency obligations and liabilities contained in this clause shall continue to remain in force after the expiry of this Agreement or any earlier termination thereof. It is hereby expressly declared that the provisions of this clause shall be binding on the Agency's heirs, executors, administrators or other legal or personal representatives of the Agency.
11. On the termination of this Agreement, the Agency shall withdraw his personnel with immediate effect and forthwith deliver up vacant and peaceful possession of the said establishment & handover fixtures, fittings, furniture, articles and other items provided by the company under or in pursuance or for the purpose of this agreement in the same good order and condition in which they were at the time of commencement of this agreement or of handling over or installation thereof (reasonable wear and tear expected) and shall be liable to Company and make good any losses caused in this behalf on account of any damage, injury of otherwise however.
12. The Agency shall submit the bills on every first working day of the month and payment will be made by cheque within ___ working days after receipt of bill by the Company.

13. All payments towards Agency's invoice are to be made by cheque / draft / pay order favouring Falcon Corporation only. Any payment made in cash without proof of receipt will not be considered as payments received by the agency.
14. (A) The Agency agrees to pay all the duties, fees and taxes in respect of the said work assigned to him and shall allow representatives of the Company at all reasonable times to inspect the related records and documents.

(B) That the agency and the Company agree mutually on the rates, related to different types of work. The mutually agreed types of work and rates are listed in **Schedule - I** to this agreement. The said **Schedule - I** is part and parcel of this Agreement. This **Schedule - I** will be subject to amendments mutually agreed from time to time and the amended Schedules would continue to form part and parcel of this Agreement.
14. The Agency will be required to pay wages to his employees as per the requirements of the Law (Minimum Wages Act, 1948) and the terms applicable from time to time and also comply with all other legal requirements such as payment of contribution to Employees State Insurance Scheme, Provident Fund Act (as per application) and the provisions of Contract Labour Act, 1970 etc. and maintaining all the records etc.
15. In case of non-observance and non-performance of any of the provisions of this agreement by the Agency, the Company shall be at liberty forthwith or at any time thereafter to terminate this Agreement without notice.
16. (A) It is agreed that either party can terminate the agreement during the said term on giving 30 days Notice in writing to each other.

- (B) The Agency hereby agrees that if the Agreement is terminated from its side, he will continue to do the job, which he has been performing as an Agency till the time the Company makes alternative arrangements for execution of the work being performed by the Agency.
17. Any relaxation or indulgence granted by the Company to the Agency shall not in any way prejudice any of the rights of the Company.
18. It is agreed by and between the parties that this contract does not create any relationship of Employer - Employees between the Agency and the Company or between the personnels employees employed by him and the Company.
19. The Company or their representatives will not offer any payments in cash or kind to the Agency's Personnel deployed at the Company's location for whatsoever reasons and if they do so, it is entirely at their own risk and the Agency will not be responsible for the same.
20. The Company will not offer direct employment to any of the Agency's employee/s during the pendency of this Agreement. If the contractor's employees is / are directly enrolled within the period as stated above , the Company will be liable to pay the contractor an amount equivalent to three months gross salary of that individual.
21. It is hereby agreed and declared between the parties that this constitutes the Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF PARTIES HERE TO HAVE SET THEIR RESPECTIVE HANDS AND SEAL ON THE DATE MENTIONED UNDER THEIR SIGNATURE.

SIGNED AND DELIVERED by the)

Within named, the Party of the First)

Part,)

through its)

.....)

in the presence of)

1.

2.

SIGNED AND DELIVERED by the)

within named, the Party of the Second)

Part,)

through its)

.....)

in the presence of)

1.

2.

