



तमिलनाडु TAMILNADU

REDSEA Eco Solutions & Instruments  
west mogappair Chennai.

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DD 142930

T.P.N. VENKATESWARAR  
STAMP VENDOR,  
S.A. MADURAI, S.V. CHATRAM  
No: 7938-B1-00

#### AGREEMENT

This AGREEMENT made at Chennai on this day the 17<sup>th</sup> Nov 2023

#### BETWEEN

M/S- Tagore medical College & Hospital and Institution  
Rathinamangalam, Vandalur-Kelambakkam road, Chennai - 600127 on ONE PART

#### AND

M/s- Red Sea Eco Solutions & Instruments Private limited having its registered office at "B1", west Mogappair, Industrial estate, 5<sup>th</sup> street, Reddypalayam Road, Mogappair west, Chennai – 600 037.

Hereinafter referred to as "contractor" on the OTHER PART

WHEREAS The M/S- Tagore medical College & Hospital and Institution is desirous of giving a Annual Maintenance contract situated Rathinamangalam, Vandalur – Kelambakkam road, Chennai - 600127 and whereas the Contractor has offered to provide Man power services as per the terms and conditions hereinafter stated

  
DEAN  
TAGORE MEDICAL COLLEGE & HOSPITAL  
RATHINAMANGALAM, MELAKOTTAIYUR POST,  
Chennai-600 127.



VI. All safety equipment such as Safety shoes, goggles, gloves etc to meet the statutory norms shall be provided by the Contractor.

#### PART-B

I. That it is expressly understood and agreed between the parties to this agreement that the persons deployed by the contractor for the work as per Part A - clause 1 above shall be the employees of the contractor for all intents and propose. It is expressly stated that the employees will have no right to claim as a Tagore Employee and they shall remain the employee of the contractor.

II. That the persons so deployed shall remain under the control and supervision of the contractor and the contractor shall be liable for payment of their wages etc., and all other dues with the contractor is liable to pay under various Labor Regulations and other statutory provisions.

III. That the contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various labor laws.

IV. That the contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law namely, Under Minimum Wages Act, P.P Act, Shops & Establishment Act etc., as applicable and amended for time to time.

V. That the contractor shall conform to the provisions of Central /State Act's or the Regulation on the Subjects as well as terms and Conditions of the Agreement.

VI. The Contractor shall take all reasonable precautions to any unlawful riots of disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of Persons and property of the Tagore Medical College & Hospital and Institution.

VII. That in case any persons so deployed by the contractor does not come up to the mark or performs his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall take suitable action against such employee on the report of Tagore Medical College & Hospital and Institution.

VIII. The Contractor shall immediately replace the particular person so deployed on the demand of the Tagore Medical College & Hospital and Institution, in case of any of the aforesaid act on part of person so deployed or otherwise.

IX. That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours / leave for which work is taken from them under relevant provision of Shop & Establishment Act. The Contractor shall in all his dealings with the persons in his employment have due regard to all recognized festivals, days of rests and religious or other customs.

X. In case any employee of the contractor so deployed enters in dispute of any nature what so ever it will be the prior responsibility of the contractor to contest the same.

#### COST OF SERVICE & PAYMENT

1. That is consideration of the service rendered by the contractor as stated above, he shall be paid Rs.1,15,000 (In words One Lakh Fifteen Thousand Only) per Month plus GST 18% such payment shall be made on the basis raised by the contractor and duly certified by the Medical College & Hospital and Institution, and shall be paid as per the Tagore norms mentioned in the Purchase order. The tax whatever it is applicable will be deducted at source.

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RATHINAMANGALAM, METTAKOTTAIUR POST,  
Chennai-600127.



2. That the aforesaid sum amount has been agreed to be paid by, M/s- Tagore Medical College & Hospital and Institution to the contractor by local cheque /demand draft/RTGS. The contractor shall not increase the service charges on any ground whatsoever during the period of this agreement.

#### COMMENCEMENT AND TERMINATION:

I. That this agreement will be in force with effect from 15.11.2023 and shall remain in force for a period of 12 months (14.11.2024).

II. That this agreement may be terminated on any of the following contingency.

- On the expiry of the contract period as stated above.
- By giving one month's notice by the Tagore Medical College & Hospital and Institution.
- On contractor being declared insolvent by competent Court of Law. During the notice period for termination of the contract, the contractor shall keep on discharging his duties as before till the expiry of notice period.
- It shall be duty of contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption /hindrance /problem of any nature to the Tagore Medical College & Hospital and Institution

#### DISPUTE RESOLUTION:

I. In the event of any dispute/difference arising under this agreement or in connection herewith the same shall be referred to Arbitration. The Arbitrator shall be appointed on mutual agreement and the cost be shared equally by both the parties.

II. The venue of Arbitration shall be in Chennai, Tamil Nadu, India.

IN WITNESS WHERE OF the parties hereto have signed their presence on the date, month, and year first above written.

FOR AND ON BEHALF OF

Chennai-600 127.  
RATHINAMANGALAM, MELAKOTTAIYUR POST,  
TAGORE MEDICAL COLLEGE & HOSPITAL  
DEAN  
Tagore Medical College & Hospital  
and Institution,  
Chennai

DEAN  
TAGORE MEDICAL COLLEGE & HOSPITAL  
RATHINAMANGALAM, MELAKOTTAIYUR POST,  
Chennai-600 127.

PRINCIPAL  
TAGORE ENGINEERING COLLEGE  
CHENNAI - 600 127.

FOR AND ON BEHALF OF

Red sea eco Solutions  
& Instruments Private Limited,  
Chennai.

DEAN  
TAGORE MEDICAL COLLEGE & HOSPITAL  
RATHINAMANGALAM, MELAKOTTAIYUR POST,  
Chennai-600 127.



AND WHEREAS contractor has represented that he is registered and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. **NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES** mentioned above, it is hereby agreed between parties as follows:

### CONTRACTOR'S OBLIGATIONS:

#### PART-A

I. That the contractor shall provide the following services:

To Operate and maintain the existing ETP & STP plants for a period of 12 Months (15.11.2023 to 14.11.2024)

- Service Timing (Monday to Sunday) – Medical College – STP I – Civil: 1 Shift/Day (12 Hours)
- Service Timing (Monday to Sunday) – Medical College – STP I – MS: 2 Shifts/Day (12 Hours)
- Service Timing (Monday to Sunday) – Engineering College: 1 Shift/Day (12 Hours)
- The plant will be operated in three shifts in a day (Monday to Sunday) for the Operation & Maintenance of STP. The Weekly off will be managed with this available shift operators.
- The STP plant of Medical and Engineering college would be controlled by the 4 operators and 1 Supervisor. The Total man power deployed for the operation & Maintenance would be 5 Persons. (Operators – Tagore Medical College – 3 No's and One Operator – Tagore Engineering College – 1 No and One Common Supervisor cum Operator – 1 No.).
- Red Sea Eco Solutions has to maintain proper log book for STP for daily monitoring of the plant running as per the Tagore requirements.
- Red Sea Eco Solutions has to maintain proper uniform, Shoes and ID for the operators to meet the statutory Tagore norms.
- Red Sea Eco Solutions has to perform all major and minor maintenance service of the STP plant. And all the defects and rectification need to be updated to the knowledge of Tagore maintenance team. The Material cost will be client scope and the same shall be reimbursed post service by raising a bill along with O&M Bills
- Red Sea Eco Solutions is only responsible to comply with any legal requirements related to its employees as per labor or any other applicable legal provisions. There is no MASTER-SERVANT relationship between Tagore Medical College & Hospital and Red Sea Eco Solutions or between Tagore Medical College & Hospital and employees of Red Sea Eco Solutions.
- Red Sea Eco Solutions has to ensure that periodic inspection and service quality are carried out and relevant reports (STP) are generated on bi-monthly basis.
- Red Sea Eco Solutions has to ensure the area has to be clean & properly (5S) arranged in the operating areas of STP. Additional support is required from client for clearing Gardening works around the operating areas.
- Red Sea Eco Solutions has to provide the pen type pH, and TDS testing equipments. The Service of TDS & PH meter will be client scope.
- All Mechanical component like pumps, motors etc, general checks will be carried. Any abnormal issues will be updated to the client scope.
- Red Sea Eco Solutions persons should coordinate with TNPCB officials related to ETP & STP plant operations.
- The Mechanical components like Pumps, Motors, Blower etc, services and Maintenance Consumables will be in Client Scope.

II. That the contractor shall ensure employee deputed by him are punctual and remain Alert and Vigilant in performance of their duty.

III. That for purpose of proper identification of these employees of the contractor deployed shall issue photo identity cards/identification document of the personnel etc., and they shall be duty bound to display the identity card at the time of duty

IV. That the M/s-Tagore Medical College & Hospital and Institution, shall be at liberty to carry out surprise check on persons so deployed by the contractor in order to ensure that they are doing their duties.

V. That on taking over the responsibility of providing Annual Maintenance, the Contractor shall formulate the mechanism and duty assignment of personnel in consultation with the Tagore team. Subsequently the contractor shall review the process from time to time