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Article 12 Bond

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MEDICAL SUPRINTENDENT BLDE HOSPITAL VIJAYAPUR

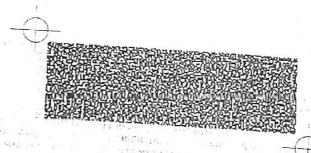
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AGREEMENT OF TRACTOR SERVICE CLEARANCES OF GENERALWAST

FIRST PARTY

Data: 14-12-2019

THIS AGREEMENT OF TRACTOR SERVICES FOR CLEARANCES OF GENERAL WAST SERVICE MADE AND EXECUTED ON THIS FOURTEENTH DAY OF DECEMBER TWO THOUSAND AND NINETEEN (14-12-2019) AT BLDE DU SHRI B.M.Patil Medical College, Hospital and Research Centre Sholapur

Medical Superintendent Medical Supermissions (Medical Supermission)

Statutory Alert: BLDE (Deemed to be University)

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Medical Supering Medical College

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Statutory Alert: BLDE (Decred to be University)

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In case of any discrepancy please inform the Competent Authority.



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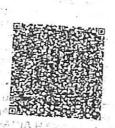
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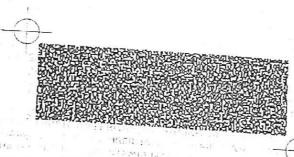
MEDICAL SUPRINTENDENT BLDE HOSPITAL VIJAYAPUR

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Medical Superintendent Statutory Alert: BLDE (Deemed to be University)

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BETWEEN

M/S BLDE DU SHRI B.M.Patil Medical College, Hospital and Research Centre Sholapur Road, VIJAYAPURA District-586103, Represented by Medical Director herein after referred to as the FIRST PARTY on the ONE PART

AND

M/S AMEER POLYMERS & Tractor service, Sy No.131 / 1Bx Bijjaragi Showroom Back Side Indi Road Bay Pass NH-13 Vijayapur-586101 Karnataka., Mr. Ameer Hamza Shaik S/o Hardilaziz Shaik, aged 39 years residing at, Managuli Base Near Fathedarwaza Masjid Vijayapur owner of M/S AMEER POLYMERS Tractor Service herein after referred to as the SECOND PARTY of the OTHERPART

WHEREAS

The FIRST PARTY is running a full-fledged hospital Viz BLDE DU SHRI B.M.Patil Medical College, Hospital and Research Centre Sholapur Road, VIJAYAPURA and is desirous of outsourcing the M/S AMEER POLYMERS & Tractor service to third party.

The SECOND PARTY is currently running the business of providing of tractor on hire by name M/S AMEER POLYMERS & Tractor Service.

After mutual discussions the SECOND PARTY has agreed to provide the said service to the FIRST PARTY

Both the parties have decided to reduce the terms and conditions as under:-

NOW THEREFORE THIS DEED OF TRACTOR SERVICE EXECUTED ON THE MONTH AND DAY REFERRED TO ABOVE WITNESSETH AS UNDER:-

The FIRST PARTY shall appoint and hire SECOND PARTY for providing tractor service with effect from 14.12.2019 for a period of Three years.

The SECOND PARTY has agreed to provide the said service to the FIRST PARTY.

BOTH THE PARTIES HAVE AGREED FOR THE FOLLOWING:-

M/S AMEER POLYMERS & Tractor Service;

The SECOND PARTY shall provide the following services.

The SECOND PARTY shall provide tractor with trolley driver and one helper every day two trips for clearing the hospital waste service for all the days in a year at the Hospital Premises in and around as stated by the FIRST PARTY from time to time. The SECOND PARTY shall at all times provide stand by tractor and trolley at the premises of the hospital or other places as stated by the FIRST PARTY from time to time. At present the tractor vehicle assigned to this contract by the second party is vehicle TRACTOR WITH TROLLEY of 3 ton capacity. The second party shall provide this vehicle to the FIRST PARTY at all times and during survice or break down alternative vehicle shall be provided as mutually agreed between both the parties from time to time.

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Fatil Mari
Hospial & R.C. VUAYAPUIVASA

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He shall appoint qualified and eligible drivers with valid driving license for the said tractor and provide to the hospital on shift basis at all time.

He shall ensure that said Drivers are rotated on a shift by shift basis to ensure smooth service.

He shall ensure the credentials of the said drivers.

He shall undertake to maintain the tractor and the trolley in good running conditions at all times and ensures that the tractor shall be fitted with trolley time to time.

MAINTENANCE:

The SECOND PARTY confirms and assures the FIRST PARTY the following:-

He shall maintain the tractor in good running conditions at all times.

He shall undertake to provide repair and other maintenance service at all times

In case of breakdown of the vehicle he shall undertake to provide stand by till the repair works are carried out.

He shall be responsible for the fuel and other maintenance cost and the FIRST PARTY shall not be called upon to pay for any such maintenance of the said vehicle at any point of time or under any circumstances.

Proper insurance, taxes and fitness certificate shall be made available at all times and ensure that the vehicle is maintained and all legal documents and other papers are renewed and kept from time to time.

A copy of the fitness certificate, insurance, taxes shall be provided to the FIRST PARTY on regular basis for his verification and custody. (It is only meant for safe custody of the FIRST PARTY.)

All the Drivers provided for running of the tractor are qualified to run yellow board vehicle with due licenses copies of the license shall be provided to the FIRST PARTY for his verification and custody.

OBLIGATIONS:

The Following are the obligations by the SECOND PARTY to the FIRST PARTY:

The second party shall at all times without assigning any reasons shall provide the said tractor service for all the two trips for all the days in the week and all twelve months in the year.

The SECOND PARTY shall not assign any reasons for non-providing of service.

The SECOND PARTY shall ensure proper identifications are made in selections of such drivers and their background verifications are made.

The FIRST PARTY shall not be called upon to make good any loss, damage that may occur to the tractor or its drivers at any time and it is the obligation of the SECOND PARTY to provide uninterrupted service to the FIRST PARTY.

All fines traffic offences etc are at the risk of the SECOND PARTY and FIRST PARTY shall not be liable for same.

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The SECOND PARTY or his agents or his drivers or any person claiming under him shall not at any point of time claim any benefit or any other remuneration or any other facility provided to the other staff of the FIRST PARTY. The employees or executives of the SECOND PARTY shall not be treated as employees of the FIRST PARTY.

In case of any accident or any contingency the SECOND PARTY shall ensure proper treatment to its employees and FIRST PARTY shall not be called upon to provide any service, compensation or the like.

The second party shall not seek any advance or money in intervals from the FIRST PARTY.

FIRST PARTY

The consideration fixed for the said service payable by the FIRST PARTY to the SECOND PARTY shall be at Rs. 20,000/- (Rupees Twenty Thousand Only) per month all inclusive. No other additions on this account shall be entertained by the FIRST PARTY on a later date. This consideration to subject to a utilization two trips per day with driver and one helper all days of the month. Every year as per agreement dated 5% revised increment to be paid by First by Party

FIRST PARTY from the SECOND PARTY

The said consideration shall be made to the SECOND PARTY either in his personal name or name of his business and such payments made by the FIRST PARTY to the SECOND PARTY shall be a valid discharge for the purpose of this agreement and the SECOND PARTY shall not dispute the mode of payments this regard on a later date.

Income tax Deductions shall be made by the FIRST PARTY to the SECOND PARTY as per the law for time being in force.

The FIRST PARTY shall undertake to make the payment to the SECOND PARTY on monthly basis on or before the 10th the succeeding month for which the service is provided.

The said agreement can be terminated by either party with 60 days prior notice in writing. Upon termination of the said agreement no party is entitled for any compensation or any other benefit.

It has been mutually agreed that the said agreement will be in force for a period of 3 (Three) years from the effective date of commencement of service.

The SECOND PARTY shall always adhere to the delivery achedule, origin and destination as stated by the FIRST PARTY or his agents or such other person (s) representing the FIRST PARTY. The SECOND PARTY shall provide service be stated from time to time.

In case of any disputes or clarification etc on may of the service or clauses of this deed arise on a later date the same shall be mutually discussed and settled by both the parties.

In of any case disputes arising amongst the parties to this deed the same shall be referred arbitration and settled in accordance with provision of the arbitration act.

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts situated at Vijayapur only.

Details of M/S AMEER POLYMERS & Tractor service

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AMEER HAMZA SHAIKH VUAYAPUR.

Medical Superintend University

Name: Mr. Ameer Hamza Shaik S/o Hardilaziz Shaik

Account No: 33246540431

State Bank Of India BLDE CAMPUS BRANCH VIJAYAPURA

ISFC: SBIN0014429

Documents attached

- 1. Bank Pass book.
- 2. Office address
- 3. Aadhar Card.
- Pan Card.
- Pollution control Certificate.
- Tractor Driving License.
- Tractor Registration.
- Tractor Insurance.
- 9. GST details.

INWITNEESS WHERE BOTH THE ABOVE PARITES HAVE AFIIXED THEIR SIGNATURE AS A TOKEN OF ACCEPTANCE IN THE PRESENCE OF THE FOLLOWING WITNESSES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN:

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FIRST PARTY

BLOE (Seemed to be University)

Shri B. M. Paril Medical College ann de ine prin medical concele Hospital & R.C. VIJAYAFUFA SUSTO3.

WITNESSESS:

BLDE (Deemed to be Ur

2. Mr. Ramesh Kumar S

Asst. Hospital Administrator BLDE (Coemed to be University) Shri B. M. Patti Medical College Hospital & R.C. VIJAYAPURA

SECOND PARTY

Mr. Amcer Hamza Shaik S/o Hardilaziz Shaik.

AMEER HAMZA

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