



METAL FORGINGS PVT. LTD.

ENGINEERS - MANUFACTURERS - CONTRACTORS

Specialists in : CLOSE DIE, OPEN FORGINGS & RING ROLLED FORGING

AGREEMENT



THIS DEED OF AGREEMENT is made on this 1st day of April, 2017 between M/s Metal forging Pvt. Ltd Maya Puri Ind. Area, phase 1 New Delhi 110064 (hereinafter called the company) of the one part and M/s Bharat Security Services Plot no-195, Near Masjid Mohamadi West Shiv Nagar Uttam Nagar Delhi- (hereinafter called the contractor) of the other part, which expression unless repugnant to the context shall include and mean their legal hires, successors, assigns and executors of the said parties.

Whereas the said Contractor approached the said company and desire to have work of material movement on contract basis at the Factory of the said company, situated at the address mentioned hereto before on the terms & conditions mutually agreed between the parties hereto.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

- I That in consideration hereinafter mentioned, the said contract shall upon and subject to the conditions mentioned herein below execute and complete the work so assigned by the company from time to time as per specification.
- II That the said company will pay to the contractor in accordance with and/or on the basis of work actually done by him as mutually agreed and mentioned herein below and in the manner specified herein below:

Contd..2

Factory & Registered Office :

B-1, Mayapuri Industrial Area, Phase-I, New Delhi-110064
Tel. : 011-28114458, 28114376, 40777333, Fax. : 011-28115759
E-mail : metalforgings@metalforgings.co.in Website : www.metalforgings.com



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CONDITIONS:

1. That the said company shall arrange for and supply to the contractor vehicles oils for vehicles and other tools required for job with specification thereto to be done and contractor shall complete required job within time stipulated in specifications of the job as and when require
2. That the contractor shall execute the job assigned of their own. In case they are in need of any manpower to be engaged they will do so at their own cost and expenses by providing a list of persons to be required and will assign work after getting /giving due information of the same from the company . In case the contractor engage any manpower of the company , the company is entitled to deduct from the bills of the contractor the amount payable by the company for such manpower including perks.
3. That the contractor shall bear all the expenses accrued from arising out of the engagement of the required manpower including wages, leaves, bonus, gratuity, employer contribution towards the EPF and ESIC and /or all and any other statutory claims and benefits which the engaged is/are entitled to and to be paid by the employer to its employees engaged for work under any Act/law for the time being in force.

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4. That the contractor shall at the end of every calendar month submit the company the bill describing the job done during the month and shall be entitled for payments thereof after verification and satisfaction of the same by the company within ten days.
5. That the payment as mentioned in para 5 hereto above will be subject to the deductions as agreed above in para 4 and if any rejection/damage caused by the contractor will be deducted from the bill of the contractor and the contractor is liable to pay the damages caused to the company .
6. That contractor shall be held liable for any damages caused to the machinery provided by the company to the contractor because of any fault or negligence on his part.
7. That the said payment is also subject to any other deductions accrued in pursuance of any other law for the time being in force including internal by laws of the company regarding deduction of security etc.
8. That the company will provide regular work to the contractor and in case of any contingency beyond the control of the company and/or suspension of work on account of maintenance work, non supply of power/electricity, environmental control and /or any other major reason beyond the control of the company the contractor will not be entitled to any compensation.

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9. That the contractor shall take care and observe all rules & regulations set out by the company for its functioning and / or welfare and safety of its employees. That the contractor shall be fully responsible for the safety and security of the employees engaged by him.
10. That the contractor will borne all expenses of his employees in relation to food and /or overtime / late charges.
11. That it has been expressly agreed that this AGREEMENT is for a period of One years commencing from 1st April, 2017 and terminated automatically on 31st March 2018. The company can terminate the Contract by giving one-month prior notice. If the contractor will leave before 31st March 2018 he will be liable to pay One Month highest bill or will give one-month notice.

IN WETNESS WHERE OF, the parties have signed and executed this AGREEMENT on the day, month & year mentioned above.

For Contractor

Bharat Security Services (Regd.)
C.R. AKHANI
(Bharat Security Services) *Proprietor*

For. Metal Forgings Pvt.Ltd

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Aurhised Signatory

WITNESS

1. *Siren*

2. *[Signature]*

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