

AGREEMENT (“Agreement”)

The Agreement executed on [1st] day of [JAN] 2024 - 2025

BETWEEN

1. **Rebel Foods Private Limited** , a company incorporated under the Companies Act,1956 having its Premise at 2nd Floor, Der Deutsche Parkz, Subhash Nagar Road, Bhandup West, Mumbai GST 27AABCF5718Q1Z4 here in after referred to as the “**REBEL FOODS , BANGALORE** ” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns and where the context so warrants, one or more of its subsidiary or associate companies and their successors and assigns) of the **One Part;**

AND

2. M/s **ECO SOLUTIONS** – .A firm affiliated to the Supplier, (herein after referred as the “**Service Provider**” which expression shall unless it be repugnant to the context or meaning thereof, to be deemed to mean and include each of its partners, and their legal heirs, executors, administrators and permitted assigns) .

W H E R E A S:

- A. **REBEL FOODS , BANGALORE** is engaged in the business of food processing manufacturing unit,
- B. The Supplier “Eco solutions” is engaged in the business of manufacture, sale and consultancy of pest control material to various clients.
- C. The Service Provider, (Eco Solution) an affiliate of the Supplier, is engaged in the business of providing pest control and management services using the material and guidance of the Supplier and has represented to **REBEL FOODS , BANGALORE** that it has the requisite capacity, capability and expertise to provide Pest Management services as per the requirements of **REBEL FOODS , BANGALORE**

- D. **REBEL FOODS , BANGALORE** has agreed to engage the services of the Service Provider and hence in pursuance of the foregoing, the Parties are entering into this Agreement to set forth the terms and conditions that shall govern their relationship.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Pest Management Services including general pest control, and rodent control services (the “Services”) would be offered to **REBEL FOODS , BANGALORE** by the Service Provider on a non-exclusive basis under the guidance and expertise of the Supplier **ECO SOLUTIONS**.

The Supplier agrees to provide the pest control services through the Service Provider and **REBEL FOODS , BANGALORE** agrees to take the Services in accordance with the terms and conditions contained in this Agreement.

2. Supply Obligations

- 2.1 The Supplier and Service Provider shall jointly and severally ensure that the Services to **REBEL FOODS , BANGALORE** are offered with the skill, care, prudence and foresight of a diligent manufacturer and service provider of such pest control Products/Services.

- 2.2 The Supplier and Service Provider shall comply with:

- (a) the procedures and requirements in the specifications and all written policies, recommendations and requirements of **REBEL FOODS , BANGALORE** relating to quality assurance and control, safety, health, environmental and consumer safety in connection with the Pest Control Products / Services/ Components; and
- (b) Any instructions provided, from time to time, by **REBEL FOODS , BANGALORE**

- 2.3 The Service Provider along with the Supplier shall at all times remain responsible for quality assurance and quantity control with respect to all Pest control Products / Services and Components.

3. Scope & Price

The Services would be provided for the **REBEL FOODS , BANGALORE** by the Service Provider on a exclusive basis for the said job for the pest management as per the defined scope of services

Weekly Service

The value for a single service will be **Rs 950/-** Plus GST and three services will be provided for each kitchen based on mutual discussions as per the shared details which would be the minimum billing amount charged to **REBEL FOODS , BANGALORE**. The said prices are **NOT** inclusive of **GST** and the same would be charged extra as applicable.

The prices are valid only for specified site as per the attachment. No split (Individual) services would be done and split prices would NOT be applicable

All complaints will be handled without any additional charges

If any NEW site is added the same would be serviced after inspection. Separate proposal will be submitted for the same.

The Pest Management billing will be done by the Service Provider directly and the payments would be made directly to the Service Provider. The billing will be done on a monthly basis. The monthly bills will be submitted on the end of every month along with the supporting.

Payments:- Payments are to be made to the Service Provider directly within 15 days from the date of bill raised and all the bills would be submitted centrally at one location and payment collected for the same from one location .

4. Warranties, Representations, Undertakings and Indemnities

- 4.1 The Supplier and Service Provider jointly and severally represent, warrant and undertake to **REBEL FOODS , BANGALORE** that:
- 4.2 (a) The Products / Services shall be:
- (i) strictly in accordance with the terms of the Specifications as per Annexure A,
 - (ii) Fit for the purpose specified in the Agreement and for which the

Products / Services are commonly supplied.

- (b) The Supplier and Service Provider have full legal, beneficial and unencumbered title to the Products / Services.
 - (c) They shall in performing their obligations under the Agreement strictly comply with all applicable Laws; and they shall at all times possess and strictly comply with all required licences and other governmental or official approvals, permits or authorisations.
 - (d) The Products / Services shall strictly comply with all applicable Laws in force relating to the manufacture, labelling, storage, sale, supply, disposal or other disposition of the Products / Services, including applicable Laws in the country.
 - (e) The Products / Services and the use for which they are designed and the sourcing, manufacture, packaging, sale, supply and delivery of the Products / Services shall not infringe any Intellectual Property of third parties. In the event of a third party claim for IP infringement in breach of this clause, the Supplier shall be liable for, and shall indemnify, defend and hold harmless **REBEL FOODS , BANGALORE** from and against all losses, expenses, claims and damages incurred in connection with such IP infringement claim.
 - (f) They have full power and authority to enter into the Agreement and fully perform and comply with all its obligations under the Agreement.
- 4.3 The Service Provider will indemnify, defend, and hold harmless **REBEL FOODS , BANGALORE**, its directors, employees and agents against all losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising from third party claims resulting from the Suppliers or Service Provider's Breach, negligent acts or omissions, or willful misconduct relating to this Agreement (each a "Claim"). The Service Provider will pay indemnified Claims within 30 days of **REBEL FOODS , BANGALORE** demand for payment. **REBEL FOODS , BANGALORE** will limit the maximum Value of Indemnity for any incidence and shall not exceed more than the Annual Value of the Agreement.

5. Non-Performance

- 5.1 **REBEL FOODS , BANGALORE** will bring to the notice of the Supplier regarding non-performance of specific Services at particular Offices and the Supplier may change the service provider for that particular office. The change shall be documented and intimated to **REBEL FOODS , BANGALORE**.
- 5.2 **REBEL FOODS , BANGALORE** may at its discretion reject and/or require the Supplier to replace the Service Provider on a written communication to the Supplier with a minimum 30 days of notice for any default of the services or its

effectiveness. This right to reject and/or replace shall not affect any other remedy to which **REBEL FOODS , BANGALORE** may be entitled.

- 5.3 If any Services are not delivered, in full or in part, on the due date or notice is given under clause 5.2 or Non-Conforming Services are rejected by **REBEL FOODS , BANGALORE** then, without prejudice to any other right or remedy, **REBEL FOODS , BANGALORE** may terminate the agreement in whole or in part and source replacement Services from an alternative supplier and the Service Provider shall promptly pay to **REBEL FOODS , BANGALORE** the increased costs and expenses incurred by **REBEL FOODS , BANGALORE** in procurement of such Services

6. Validity:-

The contract is valid for 1 year period from the date of the agreement and on mutual consent a further 1 month extension can be done for the said contract till a new agreement is made. The agreement may be renewed by the parties on such terms and conditions as may be mutually agreed.

7. Termination:

- (i) The Agreement can be terminated by either party by giving a 30 days' notice in writing to the other party.

8. Obligations on Termination

Upon issue of notice of termination, the Supplier and Service Provider will comply with **REBEL FOODS , BANGALORE** reasonable direction as to how to respond to any outstanding services to be rendered by the Supplier and Service Provider and the Service Provider's continued provision of Services up to the effective date of termination. Upon termination of this Agreement, the Supplier and Service Provider will, at the written request of **REBEL FOODS , BANGALORE** promptly return, destroy, or transfer elsewhere any of **REBEL FOODS , BANGALORE** Confidential Information and other property in their possession.

IN WITNESS WHERE OF the Parties hereto have executed this Agreement on the day and year first above written.

Sign
here

Sign
here

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For ***REBEL FOODS , BANGALORE***

For **ECO SOLUTIONS, NEW DELHI**