



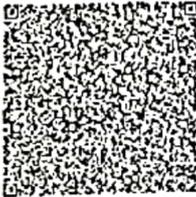
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Certificate No.	: IN-DL64829293266873W
Certificate Issued Date	: 01-Oct-2024 06:22 PM
Account Reference	: IMPACC (IV)/ d1942403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94240379932539115370W
Purchased by	: ASHTAVAKRA INS OF REHABILITATION SCI AND REASERCH
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ASHTAVAKRA INS OF REHABILITATION SCI AND REASERCH
Second Party	: JAI MATA DURGA FACILITY MANAGEMENT
Stamp Duty Paid By	: ASHTAVAKRA INS OF REHABILITATION SCI AND REASERCH
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**MEMORANDUM OF UNDERSTANDING-CUM-AGREEMENT FOR
HOUSE KEEPING AND SAINTATION SERVICES**

This Memorandum cum Agreement is executed on this 31st day of Oct 2024 at Rohini -Delhi

“BY AND BETWEEN”

Ashtavakra Institute of Rehabilitation Sciences and Research, 5 PSP Institutional Area, Madhuban Chowk, Rohini, Delhi-110085, through its Mrs. Sandhya Srivastava who is duly authorized which expression shall unless repugnant to the subject or context there of mean and include its successors and permitted assigns).

AND

M/s Jai Maa Durge Facility Management, Khasra No. 84/2, D-Block, Shiv Vihar, Karala, New Delhi-110081 Thorough its representative Mr. Baljeet Singh Chawaria S/o Shri Navrang Singh (hereinafter referred to as the “Second Party”) which expression shall unless repugnant to the context to the contrary to the meaning there to be deemed to mean and includes permitted successor and assigns.

Whereas the **“First Party”** is in possession of Institutional Plot No. 5 PSP Institutional Area, Mahduban Chowk, Rohini, Delhi-85 an Institute which imparts education to students at the above mentioned address **Ashtavakra Institute of Rehabilitation Sciences and Research, 5 PSP Institutional Area, Madhuban Chowk, Rohini, Delhi-110085** and has space available with it under various lease deeds and is interested in providing the same to the **“Second Party”** on such terms and conditions as mentioned herein for providing housekeeping and sanitation services to the **“First Party”**.

AND

Whereas the **“Second Party”** provides housekeeping & sanitation services and has agreed to provide the services to the Client at its premises situated at **5, PSP Institutional Area, Madhuban Chowk, Rohini, Delhi-110085, Delhi** through its associates/employees/housekeepers etc. and has approached the **“First Party”** seeking permission to provide Housekeeping & sanitation services at the above mentioned address.

The **“Second Party”** has represented that it can provide the House keeping & sanitation services at the above mentioned institute of the **“First Party”**. The **“Second Party”** has further assured the **“First Party”** that it is competent and possesses the minimum experience of 3 Years in services to provide the same and other facilities connected and required for Housekeeping & sanitation services.

Whereas the **“Second Party”** has offered to provide all type of service and facilities for Housekeeping & sanitation services to the Institute from the space on all floors including Corridors, Roof tops, staircase, landing area, open closed corridors , approach road, vehicle parking area and back side open yards and grounds of the Institute by the **“First Party”** on fixed amount on receipt as per terms mentioned in herein below.

Whereas the **“First Party”** based on the representations made by the **“Second Party”** has accepted the offer of the **“Second Party”** to avail services of Second Party in accordance with the terms and

conditions of this Agreement. The Second Party shall provide services as required by the First Party mentioned in the agreement.

INTERPRETATIONS: in this agreement:

- **The use of a phrase /word /term in singular shall include the plural and conversely.**
- **The use of –gender shall include all genders.**
- **Where a word a phrase is defined, its other grammatical forms shall have corresponding meaning.**
- **A reference to a person shall include a body corporate, an unincorporated body or any entity and conversely.**
- **A reference to any party to this agreement or any other agreement or document shall mean and includes, unless repugnant to the context there of, in case of body corporate its successors, administrators, executors and assignees.**

WHEREAS:

The “Second Party” considering vast goodwill, reputation and clientele of “First Party” is desirous of providing housekeeping & sanitation services at the premises owned by “First Party” and “First Party” agreed to the same on the following terms and conditions:

Now the parties have agreed to enter into Agreement in this regard on terms and conditions appearing herein below.

TERMS & CONDITIONS:

1. That recital contained above form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim. This agreement supersedes all the previous agreements, arrangements and commitments between the parties hereto.
2. **DURATION:** This agreement shall remain in force initially for a fixed period of Twelve (12) months on a non-exclusive basis The Agreement is effective from 31st Oct, 2024, and is valid up to 30th Nov 2025 (valid for a period of one year) unless “Second Party” hereto indicates otherwise in writing by giving notice of not less than three month to the “First Party. However, the First Party reserves right to cancel/ terminate the contract any time during the Currency of contract without any notice. Extension of one/ two years may be considered by the First Party depending upon Second Party’s performance.
3. **RENEWAL:** The present Agreement can be renewed one month prior to its expiry date with mutual consent of both the parties as per terms and conditions as contained in this agreement and can be extended with mutual consent of both parties. However the renewal of contract is subject to the satisfaction of the First Party in providing housekeeping & sanitation services by the Second Party in the above mentioned premises during the above mentioned period.
4. **NATURE OF BUSINESS:** The Second Party shall provide the housekeeping sanitation services through the associates /Employees /Agency as required by the First Party on daily basis in the above designated area. The First Party reserves the right to change the Scope of Service at any time during the term of he Agreement and Second Party agrees to abide by the changed Scope of

Service. Second Party shall perform a broad level of Services, including but not limited to the following:

- (i) Complete & comprehensive housekeeping & sanitation services /job contract which involves daily sweeping, cleaning, dusting of furniture and all other items, wet washing/mopping and allied housekeeping & sanitation services jobs in the premises of the first party at **Ashtavakra Institute of Rehabilitation Sciences and Research**.
- (ii) The Second Party shall be fully responsible for the sanitation/ housekeeping & sanitation services in the premises of the first party at **Ashtavakra Institute of Rehabilitation Sciences and Research** / or its sister concern.
- (iii) The cleaning area in the Institute building includes staircase landing area, corridors, and roof top also.
- (iv) Daily sweeping, cleaning, collecting & disposal of dried leaves of trees/plants in the open/closed corridor, approach road, vehicle parking area, and backside open yard/grounds.
- (v) The First Party will provide adequate cleaning consumable materials and adequate number of dustbins as also refill the sanitary cubes, deodorizer, and other consumable like Air Fresheners, Phenyl, toilet roll, tissue box and liquid soap for hand wash to the Second Party or the Second Party will produce the bill against above items on competitive market rate upto maximum amount Rs. 11500/-Only) per month
- (vi) Second Party shall arrange to spray air fresheners in officer's rooms, conference halls, auditorium, on daily basis and whenever required. The cost of the spray will be borne by the Second Party.
- (vii) All sanitation materials to be used for cleaning and consumables shall be in conformity with the specifications / brand / make of government approved standards. The samples have to be got approved from the Central Stores of the Institute by the Contracting Second Party.
- (viii) In case the Second Party or its employee damages the surface/ fixture/fitting/ furniture, the Institute will be well within its right to recover the cost of restoring the damaged area and/or impose a penalty on the Second Party. The decision of the Registrar or any other competent authority of the Institute will be final and binding on the Second Party.
- (ix) The above also includes computers, machines, other office equipments, internal vertical surface (marble, glass panels and printed surface etc.) ceiling & fixtures, electric fans etc., whose cleaning is **very much** within the scope of housekeeping & sanitation services.
- (x) The periodicity with which the job is to be carried out at the site is broadly divided into three categories namely 9(A) Daily, 9(B) Weekly and 9(C) Fortnightly
- (xi) **The manpower (Male + Female) to be deployed at Ashtavakra Institute of Rehabilitation Sciences and Research, Madhuban Chowk, Rohini, Delhi-85 will be (03+02) on all days including Saturday & Sunday.**
- (xii) **Sweeping, mopping, dusting, cleaning and all other allied works have to be completed before 8.00 a.m. Saturday & Sunday. In case the work is not completed before 8:00/9:00 A.M as the case may be on any day shall attract penalties as deemed fit by the Institute. Some activities such as garbage removal, insecticide/ pesticide application etc. shall be completed in the evening after office hours (i.e. 5:00 onwards),**

on day to day basis. No spillover of the above work for the next day shall be permitted under any circumstances.

(xiii) However, regular cleaning of toilets (including fixtures such as WC's urinals, washbasins tiles etc.) Lobby, Corridors and other areas shall be done continuously during office hours (at the regular interval as per requirement, usage and instruction given by the department from 8.00 am to 5.00 pm i.e. during office hours and beyond).

5. **BUSINESS PREMISES:** The "First Party" shall provide business premises being Institution at No.5,PSP Institutional Area, Madhuban Chowk, Rohini, Delhi-85 which is possessed by "First Party". Whereas the "Second Party" will provide all type of service and facilities for Housekeeping & sanitation services to the Institute from the space on all floors including Corridors, Roof tops, staircase, landing area, open closed corridors , approach road, vehicle parking area and back side open yards and grounds of the Institute by the "First Party" on fixed amount on receipt as per terms mentioned in herein below. In addition small area on the ground will be provided to the "Second Party" wherein they can store the entire sanitary items for delivering services.
6. **ENTRY:** The housekeeping & sanitation services at Institute shall be open for the employees of AIRSR and its sister concerns including their students, guests, delegates, visitors and general public visiting in institute **during the official hours only i.e. from 8:00am to 5:00pm.** It is agreed that the "Second Party" shall be ensured restricted and uninterrupted enjoyment of business execution, during the tenure of this agreement and to ensure compliance of above clauses.
7. **WORKING HOURS :**
 1. 8.00 A.M. to 5.00 P.M. --Monday to Saturday
 2. 8.00A.M to 1.00 P.M. ---Sunday and other Holidays.
8. **SECURITY DEPOSIT:** The "Second Party" shall deposit a security amount equivalent to one month bill raised by the Second Party whichever is higher as interest free refundable security deposit in 4 monthly installments out of the monthly payments received from First Party commencing from first Payment. Security may be refunded after 30 days of the termination or expiry of the Agreement after deduction of any kind of dues and liabilities, e.g. tax liability of statutory bodies, damages/lost of any article/items and building interiors/exterior, etc. if any.
9. **SCOPE OF WORK:**
 - 9(A) **DETAILS OF JOBS TO BE CARRIED OUT ON DAILY BASIS BY SECOND PARTY:-**
 - i. Daily General cleaning (sweeping, mopping, dusting and any other connected work) of the office rooms, open office halls, conference rooms (Halls), Library, reception, corridors, stairs, Air Handling Unit area, space for water coolers & toilets, parking areas, service area, corridors & staircase of the building, all roads inside the institute etc. and all unspecified areas/ location within the Institute.
 - ii. Daily Removal of garbage from dustbins in trolley with high quality rubber wheels or any other means other than plastic bags and disposal of the same at government/local body designated sites.

- iii. Daily Removal of waste papers, packing material, plant leaves (waste) and any other garbage from the entire premises including the staircases, lift areas, open area etc.
- iv. Daily Cleaning of workstations, table top, chairs, almirah, frames, panels, railings, glasses and cabin partitions with approved cleaning material.
- v. Daily cleaning of the entire terrace, stairs of all buildings/blocks, Stores and educational complex of the Institute.
- vi. Daily Stain removal treatment of entire premises including stairs, area of office cabins, conference halls, Auditorium, reception, toilets etc. and stain removing of the furniture and equipments.
- vii. Daily Air freshener spray in conference room (if required), Air Handling Unit, officer's rooms once in a day and also on requirement basis as directed by the department.
- viii. Daily Cleaning and dusting of Lab equipments, machines, computers, keyboards, terminals, printers, Photostat machines, filing cabinets, telephones, fax, electric fans and any other equipment and machine lying on the site.
- ix. Daily Restocking of toiletries in toilets after intensive daily checking in the morning and afternoon cleaning and scrubbing of toilets, WC's urinals wash basin, floor area of toilets and cleaning and wet dusting / wiping of mirrors, frames etc. in toilet with approved material, re-filling liquid soap dispensers (on daily basis in toilets and requirement basis in officers toilets), re-filling of toilet rolls / tissue papers etc.
- x. Cleaning and dusting of planters, paintings, posters, notice board etc.
- xi. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
- xii. Mosquito. Flies Control treatment will be done to get rid of day-to-day nuisance of mosquitoes/flies. Spraying at all entry and exit points and reception area to be done on daily basis.
- xiii. The bio degradable and non-biodegradable waste shall be segregated and disposed of by the contracting Second Party on day to day basis and required numbers of dustbins will have to be provided by the Second Party. The Second Party should follow the government guidelines/act in this regard.
- xiv. Insect Control complaints should be attended on all days. Necessary, qualified, manpower for the purpose should be available on site for immediate attention.
- xv. Cleaning of glasses fixed in windows/doors and removal of cobwebs from walls and cleaning.
- xvi. Switch of lights of common area, water motor and taps etc, when not in use.

9(B) DETAILS OF JOBS TO BE CARRIED OUT ON WEEKLY BASIS BY SECOND PARTY:-

- i. Machine and hand scrubbing thorough cleaning /washing of the entire floor area by using approved cleaning material and dry /wet mopping.
- ii. Dusting of walls, roofs etc. from top downward and removal of cobweb, bee hives.
- iii. Polishing of Brass/ copper fixtures.
- iv. Cleaning of windowpanes and partition doors.
- v. Cleaning of drinking water Cooler area, dustbins, buckets etc. with detergents.

- vi. Weekly cleaning and dusting of ventilators blinds and brushing of upholstered chairs and sofas.
- vii. Removal of Poster, Banners and hooding inside and outside Institute.
- viii. Insect control treatment should be extensively carried out in the site on every weekend.

9(C) DETAILS OF JOBS TO BE CARRIED OUT ON FORTNIGHTLY BASIS BY SECOND PARTY:-

- i. Vacuum cleaning of upholstery of sofas and other upholstered chairs and A.C. grills.
- ii. Cleaning of Name Plates and painting with Glass top.
- iii. Adult Mosquito insect control treatment will be done by means of spraying to get rid of all adult insects within the premises. This treatment will be done by means of fogging to get rid of adult insects hidden in A.C ducts, behind the furniture and all other hidden places.
- iv. Larva control treatment (along the Boundary wall) will be done by spraying of pesticides to stop breeding on any places of stagnant water.
- v. Cleaning of floors by shifting and moving furniture such as sofa, almirah, tables etc.
- vi. General cleaning/dusting of panels, poster, paintings. etc.
- vii. Polishing of covered floor area, cleaning of sanitary/water supply fixtures, wall tiles etc.
- viii. Removal of cobwebs in back / hidden areas in places like electrical substations, U.P.S. room, telephone exchange etc.
- ix. Removal of weeds from edges of paths/ roads, paved-laid area, corners, crevices in terraces, etc.

10. SECOND PARTY OBLIGATIONS:

- i. The Second Party shall be responsible to undertake the activities as per the periodicity indicated against each activity and shall use the modern machine like: Vacuum cleaner, wet & dry mopping machine, scrubber etc.
- ii. Area to be cleaned under the contract including Scope of Work is as follows:
- iii. Institute's Academic and Administrative Campus: All building, all rooms, open area, common area, stairs, toilets, water cooler, Solar Panel etc. to be cleaned
- iv. Institute Campus: Boys & Girls common room, transit places, open area, common area, stairs & open area of all the buildings, toilets, balcony, water cooler, porta Cabins, road, path, water tank etc. to be cleaned
- v. Effective cleaning, sweeping & mopping of institute premises including toilets and bathrooms has to be ensured taking into account the convenience of the occupant, to be done daily with phenyl, detergent & disinfectant. Staircases, corridors, lobby, open areas are to be cleaned daily.
- vi. Effective cleaning, sweeping & mopping of all the office rooms, laboratory has to be done daily with phenyl, detergent & disinfectant. The first cleaning should be completed by 8:30 am daily.
- vii. The Second Party shall be responsible to maintain the aesthetic looks in the Institute premises and surrounding areas by maintaining pleasant odor and cleanliness, keeping the buildings & the surrounding area neat, clean & tidy every day, keeping them in hygienic & sanitary conditions of high standard as per contract. staircases, corridors, lobby, toilets, bathrooms, washbasin, kitchen, dustbins are to be cleaned daily with phenyl, detergent & disinfectant. The first cleaning should be completed by 8:30 am daily.

- viii. Dusting of all the buildings, rooms, furniture & fixtures, equipment's, partition walls, doors, windows, notice boards, flower vases & pieces of decoration and other materials available in the Institute buildings and removal of cob-webs are to be done daily. The first cleaning should be completed by 8:30 am daily.
- ix. Toilets & urinals including floors to be cleaned regularly and continuously at every 3 hours throughout the day with phenyl and other disinfectants. Suitable number of female cleaners should be deployed for taking care of cleaning works of ladies toilets and ladies rooms.
- x. Only male workers should be deployed to clean the Gent's toilets in the premises and only female workers to clean ladies toilets. The toilets should be cleaned every day with utmost care.
- xi. Naphthalene balls, toilet rolls, liquid soap, air-fresheners etc. are to be re-filled daily.
- xii. To attend, clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes and underground sewer lines, whenever required for smooth functioning and as required or as directed.
- xiii. Daily removing of wastage / garbage etc. are to be dumped at the place earmarked by the local body for the purpose.
- xiv. Cleaning of carpets, curtains, venetian / vertical blinds, phones and electrical fittings on walls in rooms, passage and corridors in the building, and terraces in all buildings are to be cleaned weekly.
- xv. The Second Party shall be responsible to extract work, manage work, maintenance of accounts of cleaning items, and for interaction with "Authorized Person" (person designated by Registrar or Competent authority of the Institute) for the upkeep of the complex. He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of "Authorized Person" after security clearance.
- xvi. The Second Party shall deploy the worker after Police Verification on regular basis. The Second Party shall deploy workers of decent character, sound health and general abilities to carry out such work.
- xvii. The worker(s) deployed shall wear uniform and keep Identity Card provided by the Second Party.
- xviii. Second Party shall provide the 2(two) sets of uniform each for summer and winter to his worker(s) as prescribed by the Institute for both male and female worker(s) while on duty from out of his service charges. The contractor shall also provide means of communication for the sanitary supervisors / controlling officials etc.
- xix. The worker(s) deployed should be able to read instructions written in Hindi / English. Second Party need to submit the Police verification & Medical fitness certificate of each and every worker to the Institute
- xx. The Second Party shall pay his worker(s) wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF (if applicable) & ESI throughout the tenure of contract.
- xxi. The Second Party would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before on due date of every month and there should be no linkage between worker(s) payment and settlement of the Second Party bill from the Institute.
- xxii. The Second Party shall provide at his own cost all tools, items, appliances (like: Vacuum

cleaner, wet & dry mopping machine, scrubber etc.) required for proper execution of works.

- xxiii. The Second Party shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The Second Party shall indemnify the Institute from any claims in this regard.
- xxiv. All persons employed by Second Party for rendering the services hereunder shall be employees of Second Party. Second Party shall be solely liable and responsible for the payment of employee dues, salaries and applicable statutory payments, subject to the receipt of payments from the First Party as per this agreement. The First Party shall have the right to require Second Party to submit documents evidencing statutory payouts.

11. OTHER CONDITIONS:

- I. That any associate/employee/housekeeper of the Second Party shall never claim for the employment of Institute.
- II. That any associate/employee/housekeeper of the Second Party shall not indulge in any illegal activities, consumption of liquor, gutka or drugs etc in and around the premises of Institute.
- III. **That the Second Party shall provide required Housekeeping & sanitation services men on all six days of a week and on Sunday and holidays for half day. There shall be complete holiday on 26 January, 15 August and 2nd October, Holi and Diwali.**
- IV. That a complete list of Housekeeping & sanitation services staff to be submitted by the Second Party for deployment at Institute along with address, educational/experience certificates, photo and I.D. Proof etc.
- V. That the Second Party shall not replace the staff at random. In case any staff of Housekeeping & sanitation services is found to be posted without the previous knowledge of the management committee/Institute then the Institute shall not be liable to pay for such staff deployed.
- VI. In case any associate/employee/housekeeper of the Second Party remains absent from the duty on any day the Second Party shall be liable to make substitute arrangement and if the Second Party fails to provide agreed numbers of employees/housekeepers, the First party shall be empowered to make alternate arrangement by engaging the substitute for the same. The First Party shall also be empowered to deduct Rs. 1000/- (Rupees one thousand only) from the bill of the contractor for every absence per day per person.
- VII. The First Party has the right to increase or decrease the manpower to be deployed by the Second Party and the Second Party shall provide the manpower as per the requirement of the First party. The payment shall be made by the First Party as per the numbers of the peoples deployed by the Second Party subject to their performance of duty assigned to them. For each additional person deployed, the First Party shall make the payment as per the agreed payment terms subject to the other conditions as agreed between the parties in respect of payments.
- VIII. The Second Party shall provide uniform and I-Card to its associates /employees / Housekeeping & sanitation services staff who redeployed with the First Party to provide the services as agreed. The said uniform shall be approved by the First Party. If any of the associates/employees/housekeepers is found to not wearing uniform he/she shall be marked as absent that too after performance of the duty on the said day.

- IX. The necessary uniform and out fits, equipment required for the effective discharge of the said services shall be provided by the Second Party.
- X. The Second Party shall provide to First Party, bio-data of all the persons, employees, Housekeeping & sanitation services staff deployed by it with the First Party. The Second Party shall not deploy any person with criminal background with the First Party.
- XI. The Second Party shall obtain requisite license and other permission from the concerned authorities (if required) for the time being in the force in respect of services provided to the First Party.
- XII. At the time of entering or existing from the premises of the First Party or at any time during the performance of their duty, the security team, guards or any officer of the First Party can take the personnel search of the persons deployed by the Second Party. However female employee can personally be searched by the female only but her other belonging can be searched by male staff.
- XIII. That the present contract is not transferable in the name of any other company.
- XIV. In case of any loss, theft and damages of movable and non-movable assets due to the negligence of Housekeeping & sanitation services staff provided by the Second Party, the First Party have rights to make deduction of appropriate amount or penalty or both from the monthly reimbursement or terminate the contract without making any payment for the notice period.
- XV. In case of expiry of the present contract or termination of the same by either party the associates/employees/housekeepers as deployed by the Second Party shall vacate the premises of the First Party immediately and shall also remove their personnel belongings, equipments etc immediately.
- XVI. The "Second Party" is prohibited and advised to prevent the use of drugs, alcohol, tobacco or any kind of intoxicated item in and around the Institute Campus by its employees, or anybody else and if any person at any point is found indulged in same the "First Party" have right to terminate the Agreement and "Second Party" will be responsible for all legal action by court of law.
- XVII. If any damage/theft is caused to the assets/ property /office equipment by Housekeeping & sanitation services personnel and/or supervisor of the Second Party or otherwise then the contracting Second Party shall bear the cost of repair or replacement or damages as the case may be including of third party, if any.
- XVIII. In case any person signs the agreement on behalf of a limited company or firm, letter of authority/ resolution passed by the Company/ firm empowering him/ her to sign the documents on behalf of company or firm shall be enclosed in this agreement document.
- XIX. The First Party will deduct Income Tax and any other taxes and levies at source as applicable from time to time.

12. STATUTORY LICENSES:

That the "Second Party" shall obtain all the necessary registrations, licenses required for carrying out the business of providing House Keeping services including registration with provident fund, ESIC etc. from the competent authorities. The "Second Party" shall not violate any term and conditions of those licenses. It is made clear by "First Party" that if there is any penalty for violating the terms of licenses or any other requirements etc. from any statutory authority(s) for providing the said services, the same shall be borne & arranged by the "Second Party" at its own cost.

13. CONFIDENTIALITY:

The Second Party and its associates/employees/housekeepers shall hold all information, data, material, instructions, communications, the terms and conditions of business as strictly confidential, whether received in writing or oral form, from the First Party by Second Party. The Second Party agrees that any of the First Party's technical or business information that Second Party's associates/employees/housekeepers acquire while on the First Party's premises, shall be deemed confidential information and it shall be kept strictly confidential.

14. INDEMNITY AND LIMITATION OF LIABILITY:

- i. The Second Party shall indemnify the First Party against all other damages/changes and expenses for which the Institute is held liable or pays on account of the negligence of the Second Party or his servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- ii. The Second Party shall indemnify the First Party against any claim, loss and damage directly or indirectly occurred or caused to the First Party due to willful acts or omissions or carelessness or negligence of the manpower deployed by the Second Party. In case of any loss due to theft or by any illegal and unlawful act or omission by the manpower deployed by the Second Party, the First Party shall have right to initiate appropriate legal action against the person concerned/ Second Party.
- iii. The First Party shall not be liable to pay any damage or compensation of any kind to the manpower employed by the Second Party even in the event of death/disability in discharge of their duties for the First Party (whether in or outside the premises of the client). It has been agreed that the Second Party shall be liable or responsible for any kind of damage/loss/incident/accident or for disability/death in discharge of their duties (whether in or outside the premises of the First Party). The Second Party shall arrange for insurance cover for its manpower for personnel accident or death.
- iv. The First Party shall not be responsible financially or otherwise for any injury to the Housekeeping & sanitation services personnel in the course of performing the Housekeeping & sanitation services functions as per this EOI. This liability shall be of the Agency.
- v. The First Party will be under no obligation to provide employment to any of the employees of the Housekeeping & sanitation services agency during or after expiry of agreement/ contract period and Institute recognizes no Employer- employee relationship between Institute and the Housekeeping & sanitation services employees deployed by the contracting agency.
- vi. The First Party shall not provide any residential accommodation to the Housekeeping & sanitation services personnel employed by the agency.

15. REMUNERATION/ PAYMENT OF WAGES:

- (i) **The First Party shall pay to Second Party a consolidated sum of Rs.92000 /- (Eight Thousand Two Hundred Only) per person for Housekeeping Boy and Rs. 11500/- for House Keeping & sanitation services staff per month provided by the Second Party every month on submission of the bills along with the original attendance sheet as cost of services that shall include all amounts paid and payable by Second Party to the Associates or on their behalf, whether on a monthly basis or in lump sum. However, the said payment shall be made to the**

Second Party after verification of bills and record. It is also agreed that all the payment shall be made to Second Party only and no payment shall be made to manpower deployed by the contractor.

The First Party will pay the Salary of the manpower deployed in conformity with the agreed terms and conditions of wages as notified.

- (ii) As per Minimum Wages Act, bonus is not applicable to the educational institutions. Therefore, the First Party will not pay any bonus.
- (iii) These wages are minimum wages for different categories of sanitation personnel. Any payment made by the Second Party over and above these minimum wages owing to market factors to deemed to have been included in the service charges quoted by the Second Party in the EOI. Nothing extra shall be paid on this account.
- (iv) The payment to the Sanitation Personnel's shall be under Electronic Fund Transfer or by cheque by the Second Party. The bills seeking payments (except for the first bill) should support with original copy of bank scroll through which the payments of the previous months have been released to the Sanitation Personnel along with a certificate that wages not below the Minimum Wages in force as prescribed by Govt. has been paid to the Sanitation Personnel.
- (v) It may be noted that the First Party reserves the right to use lesser man power. Payment for which shall be made on pro-rata basis on the basis of actual deployment.
- (vi) **The above-mentioned rates will be valid for one year i.e. till the existence of the agreement period, there shall not be any revision in minimum wages. Rates of the Sanitary personnel shall be revised only at the time of renewal/ revision of agreement as and then only new rates are applicable. This shall be applicable from the date of notification. The First Party has no relevance with the revision of Minimum Wages by the appropriate authority due to any increase in minimum wages, under the labour laws and other legislation. In any case, the present CTC structure of the associates/employees/housekeepers will remain unchanged.**
- (vii) The Second Party shall promptly pay contribution towards EPF (if applicable), ESIC, Service Tax as applicable under relevant laws. Delay in submission and penalty/interest thereof levied by respective departments shall be on Second Party account and shall not be reimbursed by the First Party. In case of delay or instance of levy of penalty/interest by respective department on two consecutive occasions, Institute shall be at its liberty to take action under relevant clause of agreement for cancellation of the contract.
- (viii) The Second Party must ensure deposit of ESI, PF, Bonus, Service tax and minimum wages as stipulated by Delhi Administration.
- (ix) The Second Party will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-receipted, printed & dully signed. Each Monthly bill must accompany the:
 - a) Satisfactory work completion certificate issued by concerned Office,
 - b) Certificate to the effect that no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Second Party.
- c) The bills shall be raised according to the attendance of the manpower deployed by the contractor and the payment shall be made after through scrutiny and compliance with the present agreement. Payments made by the First Party shall be subject to all

statutory deductions as applicable under the law.

16. COMPLAINT BOOK:

The "Second Party" will maintain a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by "FIRST PARTY". The "Second Party" shall inform "FIRST PARTY" in respect of the action taken by it in respect of complaints recorded in the book and shall carry out such directions as may be given to it from time to time.

17. TERMINATION: The termination clause of this agreement is as under:

- i. If the Second Party at any time make default in executing Housekeeping & sanitation services job with due diligence and care and continues to do so, and / or the Housekeeping & sanitation services Second Party commits default in complying with any of the terms and conditions of EOI and does not remedy it or take effective steps to remedy or fails to complete the work as per terms and conditions and does not complete them within the period specified in the notice given to him in writing, the First Party may without prejudice to any other right to remedy. which shall have accrue thereafter to the contracting Second Party, shall cancel the contract/ agreement after one month notice and security deposit will also liable to be forfeited by the First Party. I First Party, on such cancellation, shall have powers to carry out /execute the work through other agencies by any mean at the risk and cost of the Second Party.
- ii. The First Party reserves the right to terminate the agreement without assigning any reason, by giving to the Second Party one month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end.
- iii. If any information furnished by Second Party is found to be incorrect or false at any time, the contract/agreement is liable to be terminated, and all deposits will also liable to be forfeited by the First Party.
- iv. "First Party" can terminate this undertaking without giving any notice if "Second Party" commits breach of the terms and condition of this undertaking.
- v. In case the Second Party breaches any term or conditions of this agreement or the services provided by the Second Party are considered unsatisfactory by the First Party or for any other reason considered by the First Party as insufficient it may terminate this Agreement with a thirty (30) days prior written notice to the other. However in case of any serious default of part of the Second Party, the First Party can terminate this Agreement with immediate effect.
- vi. The First Party shall be entitled to supervise the services provided by the Second Party. In addition, if it is found that the conduct, behavior or performance of any of the person deployed by the Second Party or is unsatisfactory, the Second Party shall remove such Associate/employees from the team of Associates/employees providing Services, if in the reasonable opinion of the First Party, and such Associate/employee is not suitable. The notice period shall be three days under the present clause. If the Second Party fails to remove such associate/employee within three days then the First Party shall have right to terminate the services of the said associate/employee and can claim damages from the Second Party.

- vii. In case the Second Party wants to terminate the contract/agreement, it shall have to give three month notice in advance to this effect to the First Party. However decision of First Party in this regards shall be final & binding on the Second Party
 - viii. It is agreed that notice to be given to either party as stipulated in these presents or otherwise shall deemed to be given if the same is exactly addressed at the address provided in this agreement, unless the change in address is notified in writing and is sent by registered post or speed post only by any of the party changing the address.
- 18. FORCE- MAJEURE:** Not withstanding anything contained in these presents, it is agreed that upon the occurrence of following events including but not limited to, act of God, Riot, Flood, Earthquake, force-majeure this agreement shall be deemed to have terminated on 15th day from the receipt of notice from either party of occurrence of force-majeure and on such termination all the terms conditions governing termination of this agreement, as provided herein before shall be applicable mutual without any liabilities or damages.
- 19. DISPUTE REDRESSAL:** That all dispute and differences arising between the parties in connection with this agreement shall be amicably resolved, further in case of any dispute the matter shall be referred to the Chairman of the "First Party" for arbitration and his decision will be final and binding on the "Second Party".
- 20. ARBITRATION:** The "Second Party" will comply with all the statutory laws, rules and regulations framed by the competent authority in connection with this agreement. In case aggrieved parties are not satisfied and the amicable solution is not possible, the same shall be referred for arbitration to panel of two arbitrators each to be appointed by the "First Party" and "Second Party" the provisions of Arbitration and Conciliation Act 1996 as amended/notated.
- 21. LEGAL DISPUTES:** All legal disputes that may arise in this undertaking shall be subject to the Jurisdiction of the Hon'ble Courts of Delhi/New Delhi. If any of the provisions of this Agreement are held to be void or Inoperative in law, the remaining provisions of this Agreement shall remain operative.



For Ashtavakra Institute of Rehabilitation Sciences and Research
 "First Party"



For M/s . Jai Maa Durg Facility Management
 "Second Party"

Signed in the presence of Witnesses:-

- 1. Mr. Puro Gola
- 2. Mr. Tek Ram

ATTESTED
 [Signature]
NOTARY PUBLIC