



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 111903

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered at Kolkata on this the 01st day of October 2021 by and between:

PREMIER VIGILANCE & SECURITY PVT LIMITED a company incorporated under the provisions of Companies Act, 1956/2013, having its registered office at 4B, Orient Row, Kolkata - 700017 (hereinafter referred to as the "Service Provider") which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the FIRST PART;

AND

IDFC FIRST BANK LIMITED, a company registered under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031 and amongst others, a branch at Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051 (hereinafter referred to as "IDFC FIRST BANK" or the Bank) which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its Affiliates, successors and permitted assigns of the SECOND PART.

The Service Provider and IDFC FIRST BANK are hereinafter collectively referred to as "the Parties" and individually as "the Party".



[Handwritten signature]



WHEREAS

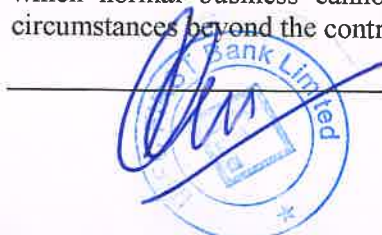
- A. The Service Provider is engaged in the business of providing Facility management and Allied services to its various customers ("Service Provider's Business") through its own personnel/staff members ("Service Provider's Employees" or "Facility Staff").
- B. IDFC FIRST BANK has received approval from RBI to perform banking services in India in terms of applicable Laws
- C. IDFC FIRST BANK desires to avail certain services more particularly set out in Schedule hereto "Services"
- D. The Service Provider has represented to IDFC FIRST BANK that it has the requisite skills, knowledge, experience, expertise and infrastructure/facilities to perform the Services, and also that it has, its own independent, trained and experienced Facility Staff having requisite skills and knowledge to perform the Services in terms of this Agreement, and also has the requisite experience of providing such services to other customers of the Service Provider.
- E. The Service Provider has agreed to provide the Services to IDFC FIRST BANK on the terms and conditions agreed upon between the Parties as is hereinafter contained.
- F. IDFC FIRST BANK has, relying upon the representations of the Service Provider as contained in this Agreement, has agreed to avail the Services from the Service Provider on the terms and conditions set out hereunder, on a principal to principal basis.
- G. The Parties hereto have agreed that this Agreement shall be on the basis of a contract whereby the IDFC FIRST BANK has indicated the required Services and the Service Provider has agreed to provide the Services to IDFC FIRST BANK by itself and without any assistance and/or supervision by IDFC FIRST BANK, unless otherwise agreed between the Parties, as a composite and complete service. The Parties hereto are desirous of recording the terms and conditions agreed upon by them.

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

1. DEFINITIONS

Any capitalized terms wherever used in this Agreement (including the recitals) shall have the following meanings:-

- (a) "Affiliate" shall mean, in relation to any Party, a person who controls, is controlled by, or is under the common control with such Party.
- (b) "Agreement" means the operative provisions of this agreement together with the recitals and any schedules, annexures and appendices to this agreement
- (c) "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, clearance, directive, guideline, policy, requirement, other governmental restrictions or any other similar form of decision of, or determination or any interpretation or administration having the force of law or any of the foregoing, by any court or any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (d) "Business Day" shall mean a day other than: (i) weekly offs, and any public holiday (ii) a day on which normal business cannot be transacted due to storms, floods, bandhs, strikes etc. or any circumstances beyond the control of parties.

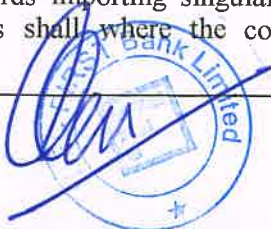


- (e) **"BCSBI"** shall mean the Banking Codes and Standards Board of India and is an independent banking industry watchdog that protects consumers of banking services in India.
- (f) **"Charges"** shall have a meaning ascribed to the said term in Clause 5.1 hereto;
- (g) **"Control"** (including with correlative meaning, the terms "Controlling", "Controlled by" and "under common Control with") in relation to a Person shall mean:
- (i) the acquisition or control of more than 50% (fifty per cent) of the voting rights / interest or of the issued share capital of such Person (on a fully diluted basis); or
 - (ii) the right to appoint and/or remove all or the majority of the members of such Person's board or other governing body; or
 - (iii) having the power to direct the management or policy decisions of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights / interest or by contract.
- (h) **"Commencement Date"** means 01st October 2021 notwithstanding the date of execution of this Agreement;
- (i) **"Government Authority"** shall mean any national, supranational, regional or local governmental department, commission, board, bureau, agency, regulatory authority, tribunal, agency, instrumentality or entity, court or other judicial or administrative body, central, state, provincial or local, having jurisdiction over the matter or matters in question;
- (j) **"GST"** shall mean Goods and Services Tax
- (k) **"Intellectual Property Rights"** means all current and future copyright, patents, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world;
- (l) **"Period"** shall have a meaning ascribed to the said term in Clause 4 hereto;
- (m) **"Person"** shall unless specifically provided otherwise, mean any individual, body corporate, corporation, partnership, joint venture, trust or Government Authority as the context may admit;
- (n) **"Services"** shall have a meaning ascribed to the said term in **Statement of Work**
- (o) **"Services Provider's Employees" or "Facility Staff"** means all the employees and staff of the Service Provider engaged in the provision of the services to IDFC FIRST BANK or shall include any employee or staff who has access to information provided by IDFC FIRST BANK for the purpose of provision of service by the Service Provider.
- (p) **"Statement of Work or SOW"** means a statement of work executed by the Parties pursuant to the terms of this Agreement (including any Schedule, Exhibit or Appendices to Statement of Work, whether now existing or subsequently executed by the Parties), describing the Services to be provided.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) the words importing singular shall include plural and vice versa and the words denoting natural persons shall where the context admits, include partnerships, firms, companies, corporations,



- associations, organizations or other entities (whether or not having a separate entity);
- (b) the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
 - (c) the words "include" and "including" are to be construed without limitation;
 - (d) reference to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated; and
 - (e) The recital and the Schedule including any amendment thereto shall form integral part of this Agreement.
 - (f) In the event of any conflict between the terms of this Agreement and the SOW, the terms of the Agreement shall prevail

3. APPOINTMENT AND SCOPE OF WORK

- (a) Purpose -The purpose of this Agreement is to establish the general terms and conditions for the services to be rendered by the Service Provider to IDFC FIRST BANK from time to time. The parties shall enter into one or more SOW describing the responsibilities and obligations specific to the applicable Services.
- (b) Master Services Agreement - This Master Services Agreement is intended to serve as a framework for the provision of services under one or more SOW.
- (c) Statement of Work (SOW) - IDFC FIRST BANK and Service Provider shall enter into individual SOW as more particularly set out in the Schedule hereto for each of the Services provided, as the case may be together with all other obligations, functions and duties of the Service Provider as set out in this Agreement and the Schedule hereto ("**the Service Provider's Obligations**"). The Service Provider shall deliver to IDFC FIRST BANK the deliverables as mentioned in the respective SOW. These SOW shall reference this Master Services Agreement and the terms and conditions in this Agreement shall govern the provision of services by the Service Provider, except where stated they are amended in the respective SOW.

4. PERIOD

- (a) Unless terminated in accordance with the provisions of this Agreement, this Agreement shall be for a period of 03 (three) years

5. CHARGES/FEES

- (a) In consideration of the Services to be provided by the Service Provider to IDFC FIRST BANK pursuant to this Agreement, IDFC FIRST BANK shall pay to the Service Provider the fees as set out in the Schedule in respective SOW hereto ("**the Charges**"). The Charges shall be paid by IDFC FIRST BANK within 30 days of receipt of the necessary bill/memorandum of fees/invoice to be raised by the Service Provider. IDFC FIRST BANK shall be entitled to raise a dispute regarding the payment of charges/fees within 15 days of the receipt of the necessary bill/memorandum of fees/invoice.
- (b) The IDFC FIRST Bank shall deduct applicable taxes at source if required under law;
- (c) In case the Service Provider is unregistered with the Goods and Services Tax Network (GSTN), then the Service Provider shall provide a copy of its PAN card to IDFC FIRST BANK for the purpose of reporting requirements and compliances. The Service Provider unregistered with the GSTN, shall not charge GST in the invoice.
- (d) The Service Provider shall not dispute the billing details (address and GSTIN) provided by IDFC FIRST BANK in the purchase order and shall raise the GST compliant invoice as per the details viz., GSTIN, address etc., provided in the purchase order. The IDFC FIRST BANK, may require the Service Provider to issue invoice in respect of common services on GSTIN – ISD or modify the existing invoice on GSTIN – ISD.



- (e) IDFC FIRST BANK reserves its right to withhold payment in entirety till the compliance of the following:
- (i) Invoice details being appropriately reflected in GSTR-2A or any other return / form prescribed by GSTN and payment of GST is made ; or
 - (ii) In case GST is not paid by the vendor to the Government authorities, then the same can be deducted from subsequent payments, if credit is not available. However, if no subsequent payments are due, the credit shall be recovered separately from the Service Provider.
- (f) The Service Provider shall send all invoices, debit notes and credit notes to IDFC FIRST BANK within 15 days from the date of the relevant document.
- (g) In case Service Provider is engaged in providing services in respect of which GST liability is required to be discharged by the IDFC FIRST BANK, under reverse charge mechanism, then Service Provider shall not charge GST in the invoice for such services. The IDFC FIRST BANK would ensure compliance prescribed under GST Law including payment of taxes under reverse charge mechanism.
- (h) The Service Provider will be required to comply with all the compliances as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit as laid down under section 149 of the CGST Act, 2017. Notwithstanding anything else contained in the agreement, in the event of compliance rating reducing below the prescribed limit, the service agreement would be liable to be terminated.
- (i) In case any credit is not received or short credit is received or in case of any error because of which no credit is received then such credit or short credit is not liable to be borne/ paid by IDFC FIRST BANK. In case any such amount is paid by IDFC FIRST BANK, such amounts shall be recoverable from the Service Provider and/or adjustable against subsequent payments.
- (j) Unless otherwise specified by the Service Provider (refer Annexure-A) , the charges exclude any taxes including the GST under the relevant legislation.
- (k) IDFC FIRST BANK has agreed to accept the credit notes/ debit notes raised by the Service Provider in case of any decrease / increase in value of goods or services supplied. .
- (l) In case if any liability is incurred by IDFC FIRST Bank during the course of litigation on account of service provider's non-compliance, then IDFC FIRST BANK reserves its right to recover the said amount from service provider or adjust it against any outstanding payments.
- (m) The address of IDFC FIRST BANK as under shall be the controlling location for all operational purposes. Service Provider shall deal with the controlling location only for service provision, invoicing requirements, payment co-ordination and any other action arising out of this Agreement.

IDFC FIRST BANK Limited contact details and Address

Mr. Asif Mir

Lead-Infrastructure & FM-Non Branch

Enterprise Services Group

C – 32 G Block, Naman Chambers

BKC, Mumbai - 400051

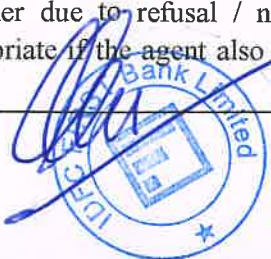
- (n) The Service Provider could specify the location of IDFC FIRST BANK, whether Head Office or the respective branches, with mutual discussions with IDFC FIRST BANK from time to time for the purpose of billing for services provided with respect to this agreement.



6. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms that:

- (a) It has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform the Service Provider's obligations and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of necessary approvals/consents/licences as are applicable under Applicable Law).
- (b) It has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility Staff, systems, equipment and procedures and capability to duly perform the Service Provider's Obligations in accordance with the terms of this Agreement and to the satisfaction of IDFC FIRST BANK, provided however that IDFC FIRST BANK's judgement as regards the quality and skills of the Service Provider and its Facility Staff, shall be final and binding on the Service Provider.
- (c) The execution of this Agreement and providing Services hereunder, does not and will not violate any Applicable Law and further, will not violate or breach any covenants, stipulations or conditions of any agreements or undertaking entered into by the Service Provider with any other Person.
- (d) It shall take all reasonable measures to ensure that information transfer (within Service Provider's area of influence) to and from IDFC FIRST BANK's materials is secure and it shall not use, analyze or access IDFC FIRST BANK data traffic or any other data except for the limited purposes necessary for undertaking its contractual obligations as set out herein.
- (e) The Services will be performed in a competent manner and substantially in accordance with any mutually agreed specifications.
- (f) The Service Provider hereby acknowledges and accepts that IDFC FIRST BANK has relied upon the above representations and warranties and has entered into this Agreement.
- (g) If the Service Provider is providing cash management services, the Service Provider and IDFC shall ensure that reconciliation of transactions between IDFC and the Service Provider (and/ or its subcontractor), will be carried out in a timely manner.
- (h) The Service Provider represents and warrants to IDFC FIRST BANK that (i) prior to delivery of any Deliverable or provision of any Service to IDFC FIRST BANK, the Service Provider shall have obtained assignment or license of all right, title and interest in and to such deliverable, to the extent necessary for Service Provider to grant to IDFC FIRST BANK the rights and licenses granted hereunder; (ii) the Service Provider has not received any written notice or claim, and is not otherwise aware, that any of the deliverables and the Use thereof by IDFC FIRST BANK and Authorized Users in accordance with this Agreement as contemplated hereunder, infringes or misappropriates, or would infringe or misappropriate the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party; and (iii) the Services performed by the Service Provider hereunder shall be of professional quality, consistent with generally accepted industry standards for the work of a similar nature.
- (i) The Service Provider if carrying out the recovery process shall ensure verification of the antecedents of their employees, which may include pre-employment police verification.
- (j) Since in some of the cases, the borrower might not have received the details about the Service Provider due to refusal / non-availability / avoidance and to ensure identification, it would be appropriate if the agent also carries a copy of the notice and the authorization letter from the IDFC



FIRST BANK along with the identity card issued to him by the IDFC FIRST BANK or the agency firm / company.

- (k) The notice and the authorization letter should, among other details, also include the telephone numbers of the Service Provider.
- (l) The Service Provider cannot induce adoption of uncivilized, unlawful and questionable behaviour or recovery process.
- (m) In the matter of recovery of loans, the Service Provider should not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc.
- (n) The Service Provider shall abide by the BCSBI Code with respect to calling hours, Place of contact, recordings of calls, privacy, resolution of disputes etc.
- (o) Clause related to non-sharing of commission with customers, taking cheques/drafts only in name of the IDFC FIRST BANK, turnaround time for depositing such money with the IDFC FIRST BANK, mode of confirmation of payment to the customer were also not forming part of the agreement.
- (p) The Service Providers shall only employ only such personnel who have undergone the certificate course for direct recovery agents with minimum 100 hours of training.
- (q) The Service Provider shall store within India, all payment and settlement related transaction data and information pertaining to payment or settlement transaction that is gathered / transmitted / processed, by it for an on behalf of IDFC FIRST BANK, in accordance with the notification issued by the Reserve Bank of India dated 6th April 2018.

7. SERVICE PROVIDER'S COVENANTS

Service Provider hereby agrees, undertakes and confirms as under:-

- (a) The Service Provider shall, at all times, maintain and respect, and shall also procure its Facility Staff to maintain and respect, the confidentiality of all/any matters relating to the Services, the Information and this Agreement, unless required under Applicable Law. If the Information to be furnished to any authorities under Applicable Law, the Service Provider shall give prior intimation to IDFC FIRST BANK before providing the Information to the any authorities under Applicable Law
- (b) Without prior written permission of IDFC FIRST BANK, the Service Provider and its Facility Staff shall not at any time use the name and/or trademark/logo of IDFC FIRST BANK in any manner and for any purpose whatsoever.
- (c) The Services to be rendered and the Service Provider's Obligations to be performed pursuant to this Agreement shall be rendered and performed by the Service Provider, and it shall cause its Facility Staff to render and perform the same, with utmost care and diligence and shall be of the highest quality and standards.
- (d) The Information handed over by IDFC FIRST BANK to the Service Provider and/or its Facility Staff in terms of this Agreement or which comes into the hands of the Service Provider and/or its Facility Staff's custody, power or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of IDFC FIRST BANK, and the Service Provider and /or its Facility Staff shall not have and also shall not claim any charge, claim, lien, right of retention, sale or set-off or other right, title or interest therein or thereon for any reason whatsoever. The Service Provider and/or its Facility Staff, shall not at any time use or attempt to use IDFC FIRST BANK's logo/trademark or letterheads for any purpose whatsoever including for any purposes to perform the Services in terms of this Agreement



- (e) The Service Provider shall at all times be responsible for conducting periodic background verification checks on its Facility Staff and ensure that the Facility Staff deployed at IDFC FIRST BANK's facilities and/or its own premises shall have no adverse track record including any criminal complaints/ convictions. The Service Provider shall promptly inform IDFC FIRST BANK if it has any such knowledge of criminal complaints / convictions after deployment of its Facility Staff at IDFC FIRST BANK premises/its own premises and make adequate arrangements for substitution of such Facility Staff. Provided the Service Provider shall be always be liable for all the actions of its Facility Staff and shall indemnify IDFC FIRST BANK against all actions of its Facility Staff.
- (f) The Service provider agrees to maintain its books and records reasonably relating to the services performed and invoices issued pursuant to this Agreement for a period of 10 years from the expiry/termination of Agreement, IDFC FIRST BANK shall be entitled to access all books, records and information relevant to the Services available with the Service Provider. Upon request from IDFC FIRST BANK, the Service Provider shall within 2 (two) days of such request provide to IDFC FIRST BANK access to all the books, records and information in connection with Services available with the Service Provider.
- (g) IDFC FIRST BANK shall have a right to continuous monitor and assess the Services to be provided by the Service Provider under this Agreement and suggest corrective measures, if any, required to can be taken by the Service Provider.
- (h) The Service Provider shall not without prior approval/consent of IDFC FIRST BANK, use any sub-contractor for undertaking all or part of the Services. The Service Provider shall ensure that such third party is of a good standing and has adequate system to protect interest of IDFC FIRST BANK including but not limited to having security system.
- (i) The Service Provider agrees that its facility, systems, records and all kinds of information resources, directly or indirectly relevant to IDFC FIRST BANK's interests arising from this agreement shall be available for inspection or audit or review or investigation by IDFC FIRST BANK or its representative or consultant, at IDFC FIRST BANK's request, as may be necessary to evidence compliance with Service Provider's obligations under this Agreement and Applicable Law while providing the Services and handling of the Information. Service Provider agrees to cooperate with any such inspection, audit or review.
- (j) Upon request by IDFC FIRST BANK, the Service Provider shall within 3 (three) days of such request allow RBI or persons authorised by it to access IDFC FIRST BANK's documents, records of transactions, and other necessary information given to, stored or processed by the Service Provider within a reasonable time.
- (k) The Service Providers recognises the right of RBI to conduct an inspection/audit to be made of a Service Provider and its books and account by one or more of its officers or employees or other persons.
- (l) The Service Provider shall preserve all the documents and data pertaining to the Services in accordance with the legal/regulatory obligation of IDFC FIRST BANK in this regard.
- (m) The Service Provider shall provide access to customer information of IDFC FIRST BANK to the Facility Staff on 'need to know' basis i.e., limited to those areas where the information is required in order to perform the Services.
- (n) The Service Provider shall isolate and clearly identify the IDFC FIRST BANK's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where Service Provider acts as an outsourcing agent for multiple banks, non-banking financing services and financial institutions, care shall be taken by it to build strong safeguards so that there is no comingling of information/documents, records and assets.



- (o) IDFC FIRST BANK shall have a right to review and monitor the security practices and control processes of the Service Provider on a regular basis and require the Service Provider to disclose security breaches.
- (p) IDFC FIRST BANK shall have a right to immediately notify Reserve Bank of India or other statutory authorities in the event of any breach of security and leakage of confidential customer related information.
- (q) The Service Provider shall provide Services in compliance with the Applicable laws and rules made thereunder, as amended, modified or substituted from time to time). The Service Providers represents and warrants that it has all the necessary legitimate rights, licenses and/or authorization as regards software, tools, techniques, used by it relating to the Services rendered under this agreement and for providing the Services and safeguarding the Information.
- (r) It is mutually agreed between the parties hereto that Service Provider shall after the execution of the Agreement immediately open a current/savings account with IDFC FIRST BANK and IDFC FIRST BANK shall directly remit the charges in the said account throughout the subsistence of the Agreement. The Service Provider shall furnish all the necessary documents required for opening of such accounts."
- (s) The Service Provider shall maintain a robust business continuity plan for documenting, maintaining and testing business continuity and recovery procedures. The business continuity plan shall ensure that the Service Provider will continue to provide the Services and IDFC FIRST BANK's interest will not be materially affected, if there is a business disruption due to any reason including but not limited to failure of Information Technology other than force majeure event.
- (t) The Service Provider shall periodically test the business continuity and recovery plan and shall occasionally conduct a joint testing and recovery exercises with IDFC FIRST BANK.
- (u) In the event the Service Provider is engaged in any telemarketing activity on behalf of IDFC, the Service Provider shall comply with the applicable Telemarketing Laws including but not limited to Telecom Unsolicited Commercial Communications Regulations, 2007.

8. CONFIDENTIALITY AND NON-DISCLOSURE

- (a) The Service Provider recognises, accepts and agrees that the Information provided or disclosed by IDFC FIRST BANK and/or its Affiliates or obtained by the Service Provider and/or its Facility Staff, including IDFC FIRST BANK's practices and trade secrets, customer data, which may be communicated to the Service Provider and/or its Facility Staff may be privy under or pursuant to this Agreement and / or in the course of performance of the Service Provider's Obligations under this Agreement shall be treated as absolutely confidential and the Service Provider hereby irrevocably agrees and undertakes and ensures that the Service Provider and all its Facility Staff shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person or persons (including legal entities) at any time or use nor shall allow the Information to be used for any purpose other than as may be necessary for the due performance of Services and the Service Provider's Obligations hereunder. The Service Provider hereby specifically agrees to indemnify and keep IDFC FIRST BANK and its Affiliates and their respective employees fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the Service Provider and/or its Facility Staff and shall immediately reimburse/pay to IDFC FIRST BANK on demand all damages, loss, cost, expenses or any charges that IDFC FIRST BANK may be required to suffer, pay or incur in connection therewith.
- (b) The terms and conditions of this Agreement, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this Agreement and/or its contents herein shall be made by



either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

- (c) The provisions of the Clause 8(a) including the indemnity contained therein shall survive the termination and expiry of this Agreement.
- (d) Confidential Information shall be further classified as “*Unpublished Price Sensitive Information*” (“**UPSI**”) which means and includes any information, relating to IDFC FIRST BANK or IDFC FIRST BANK’s securities, directly or indirectly, that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities of the IDFC FIRST BANK. UPSI shall ordinarily be deemed to include information relating to the financial results, declaration of dividend, change in capital structure, merger, de-merger, acquisition, delisting, disposal or expansion of business, and such other transactions, or changes in key managerial personnel with respect to IDFC FIRST BANK.
- (e) The dealings between the Service Provider and IDFC FIRST BANK are governed by the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended (“**the Regulations**”). In accordance with the Regulations, UPSI shall be handled by the Service Provider on a need-to-know basis, and should be disclosed only to those who need such information in order to discharge their duties or legal obligations by virtue of their respective role and function, whose possession of such information will not give rise to a conflict of interest or appearance of misuse of such information.
- (f) The Service Provider agrees to handle all UPSI strictly on a need to know basis, keeping all UPSI confidential and not further disseminating or publishing such UPSI except in compliance with applicable laws or after such information has become public and not dealing in securities of the IDFC FIRST BANK when in possession of UPSI, except in compliance with applicable laws. Upon receipt of UPSI, the Service Provider acknowledges that they would be deemed an ‘insider’ per the Regulations and accordingly agree to (i) abide by the Regulations and compliance requirements prescribed by the Securities and Exchange Board of India from time to time and (ii) reasonably cooperate in respect of any inquiries by the Disclosing Party..
- (g) The Service Provider shall at all times abide by the IDFC FIRST Bank Limited Code of Conduct for Prohibition of Insider Trading (“**Code**”) and the Regulations and shall promptly inform the IDFC FIRST BANK of any leak or suspected leak of UPSI by any insider by informing the Head Legal and Company Secretary, acting as the Compliance Officer of the IDFC FIRST BANK in writing at the address provided below:

Mr. Satish Gaikwad
Head Legal and Company Secretary
IDFC FIRST Bank Limited,
C 32, Ground Floor, Naman Chambers,
G Block Road, Opposite Dena Bank,
Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051

- (h) The Code can be viewed at <https://www.idfcfirstbank.com/content/dam/IDFCFirstBank/investor-relation/governance/idfc-bank-limited-codeofpracticesandprocedure-for-fair-disclosureof-upsi.pdf>.
- (i) Upon receipt of any UPSI, the Service Provider shall upon submit the details specified in the table below, to the Compliance Officer designated per the Code in soft copy, and shall update the information provided from time to time to maintain its accuracy:



Name of the Recipient of Unpublished Price Sensitive Information	PAN of the Recipient of Unpublished Price Sensitive Information or any other identifier authorized by law in case of absence of PAN	Name of Insider/ Designated Person who provided Unpublished Price Sensitive Information to Recipient of Unpublished Price Sensitive Information	PAN or any other identifier authorized by law in case of absence of PAN of the Insider/ Designated Person who provided Unpublished Price Sensitive Information to the Recipient of Unpublished Price Sensitive Information	Purpose of Sharing the Unpublished Price Sensitive	Nature and Brief Details of the Unpublished Price Sensitive Information shared	Date and Period of Sharing the Unpublished Price Sensitive Information

- (j) As long as the Service Provider has access to UPSI, it agrees to obtain pre-clearances from the Compliance Officer designated per the Code before dealing in the securities of IDFC FIRST BANK.

9. DATA PROTECTION

- (a) The Parties shall (and shall procure that its personnel shall) comply with all applicable Data Protection Legislation (as defined below) and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Data Protection Legislation.
- (b) For the purpose of this Agreement, "Data Protection Legislation" means the applicable legislation and regulations relating to the protection of Personal Data (as defined below) and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
- The Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("**Privacy Rules**") and any other applicable rules framed thereunder;
 - All other applicable industry guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator to any of the Parties; and
 - Any other Applicable Laws solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.
- (c) "Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).
- (d) The Parties agree with regards to Personal Data that they shall
- treat as absolutely confidential
 - prevent unauthorised or unlawful processing of any Personal Data;
 - protect any Personal Data against accidental loss, destruction or damage; and
 - ensure the reliability of its employees/contractor having access to the Personal Data.

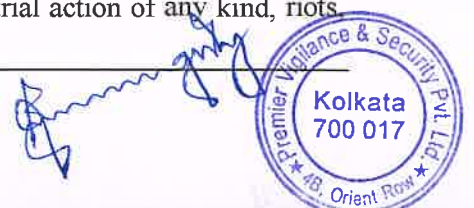


10. Information Security Clause

- (a) The Service Provider recognises, accepts and agrees that the Information provided or disclosed by IDFC FIRST BANK or obtained by the Service Provider, its staff, its sub -contractors or its service providers, including IDFC FIRST BANK's practices and trade secrets, which may be communicated to the Service Provider and/or its staff may be privy under or pursuant to this Agreement and / or in the course of performance of the Service Provider's Obligations under this Agreement shall be treated as absolutely confidential and the Service Provider hereby irrevocably agrees and undertakes and ensures that the Service Provider, all its staff , its sub-contractors or its service providers shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person or persons (including legal entities) at any time or use nor shall allow the Information to be used for any purpose other than as may be necessary for the due performance of Services and the Service Provider's Obligations hereunder.
- (b) The Service Provider represents and warrants that it has put in place and effectively operates an adequate information security management system, commensurate with the size and nature of operations including necessary security measures, policies, procedures and checks including but not limited to those required by the Applicable Laws (including Information Technology Act, 2000 and rules made thereunder) and other applicable legal & regulatory stipulations.
- (c) The Service Provider covenants to comply with legally stipulated privacy protection requirements and stipulations including compliance with privacy and security policy requirements of IDFC FIRST BANK (as amended from time to time) as detailed in this Agreement.
- (d) The Service Provider shall a) inform IDFC FIRST BANK and b) give adequate opportunity to review such changes, before making material changes to its IT processing infrastructure including related technology and systems, security infrastructure and framework.
- (e) The Service Provider shall inform IDFC FIRST BANK about any breach of this Agreement (including breach of provisions relating to information security).
- (f) The Service Provider shall before outsourcing any part of its services to a third party a) give notice of such delegation to IDFC FIRST BANK; and b) ensure that such third party is of a good standing and has adequate system to protect interest of IDFC FIRST BANK including but not limited to having security system.
- (g) The Service Provider shall be responsible and liable to IDFC FIRST BANK for breaches if any by its subcontractors.

11.FORCE MAJEURE

- (a) Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. The Party claiming a Force Majeure Event shall in all instances and to the extent it is capable of doing so, use its best efforts to remove or remedy the cause thereof and minimise the economic damage arising therefrom.
- (b) However, the performance of the Party's obligation which is restricted due to a Force Majeure Event shall be temporarily suspended for the period during which the condition prevails. However, suspended performance of the Party's obligation shall be without prejudice to any of its other obligations under this Agreement. Should the Force Majeure Event extend beyond thirty (30) days either Party shall have the right to terminate the Agreement or applicable SOW upon immediate written notice without any penalty or liability. IDFC FIRST BANK would be entitled to refund of the charges/fees paid under the Agreement or applicable SOW on a pro rata basis.
- (c) "Force Majeure Event" includes any event due to any case beyond the reasonable control of either Party including, without limitation, unavailability of any communication system including Internet, sabotage, fire, flood, explosion, acts of God, civil commotion, or industrial action of any kind, riots



insurrection, war, acts of government.

12. TERMINATION

IDFC FIRST BANK shall have a right to terminate this Agreement in the following events:-

- (a) In case of breach of any of the terms of this Agreement by the Service Provider and/or its Facility Staff, IDFC FIRST BANK shall be entitled to terminate this Agreement after giving any written notice of 30 days to the Service Provider for the same. In such case, IDFC FIRST BANK shall be entitled to retain from and out of any monies then due to the Service Provider hereunder or which become due after termination thereof, any amount which, according to IDFC FIRST BANK is due and owing to it by the Service Provider arising directly or indirectly under this Agreement.
- (b) IDFC FIRST BANK may terminate this Agreement or SOW under the Agreement at any point of time without any cause after giving 30 days' written notice to the Service Provider.
- (c) IDFC FIRST BANK may terminate this Agreement or SOW under the Agreement immediately if Service Provider has violated\breached the Confidentiality\Intellectual Property Rights.
- (d) In the event the Services or any part thereof are not capable of being applied/ implemented/ by IDFC FIRST BANK pursuant to the Applicable Law, IDFC FIRST BANK shall have the right to forthwith terminate this Agreement.
- (e) In the event of the institution of any action proceeding in a court of competent jurisdiction, against the Service Provider undergoes a change in ownership, becomes insolvent or goes under liquidation, received judicial indictment (whether within India or any other location), or when there has been a breach of confidentiality, security, or demonstrable deterioration in quality of services rendered.
- (f) If at any time IDFC FIRST BANK is dissatisfied with the Services rendered by the Service Provider, IDFC FIRST BANK shall be entitled to terminate this Agreement after giving any written notice of 30 days to the Service Provider. IDFC FIRST BANK's decision in this regard shall be final, absolute and binding on the Service Provider.
- (g) In the event of compliance rating reduced below the prescribed limit as laid down under section 149 of the CGST Act, 2017.
- (h) IDFC FIRST BANK shall be entitled for a refund of the fees\charges paid under this Agreement till the date of termination, if the Agreement is terminated due to reasons enlisted in clause 12(a) to (f)

13. POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

- (a) Upon termination of this Agreement, the Service Provider shall immediately deliver/return to IDFC FIRST BANK all the Information and any other data, held by it and which are in possession/custody/control of the Service Provider and/or its Facility Staff. Any breach of the terms of this Agreement and/or the Service Provider's Obligations or delay in its implementation, as the case may be, shall be without prejudice to IDFC FIRST BANK's other rights at Applicable Law.
- (b) The Service Provider shall be entitled for the payment of the Services performed prior to termination by IDFC FIRST BANK as per clause 12 above, only if the Services are performed to the satisfaction of IDFC FIRST BANK. If Charges are already paid by IDFC FIRST BANK, the Service Provider shall return the Charges paid by IDFC FIRST BANK for the remaining period of the Agreement
- (c) Till the time a new Service Producer is appointed to take over the Services under this Agreement upon termination as per clause 12 above, the Service Provider shall continue providing the Services as per the terms of this Agreement.



14.EXCLUSIVITY

- (a) The Service Provider shall be free at all times to provide the Services same or similar to the one envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude the Service Provider from providing such services to its other clients. Provided however, the Service Provider shall ensure that its entering into AGREEMENT/s with other Persons, shall not in any way conflict with or affect IDFC FIRST BANK's interests, rights, remedies under this AGREEMENT or in Applicable Law.

15.NON-SOLICITATION

- (a) During the term of this Agreement, the Service Provider will not, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any of the employees of IDFC FIRST BANK or its Affiliates/any person employed by IDFC FIRST BANK or its Affiliates except in the cases where this agreement is cancelled or the client ceases to exist or does not pay fees and/or expenses or authorizes an exception or violates this agreement or has a restructuring or change in ownership with the relationship ending.
- (b) IDFC FIRST BANK employees who, with the its knowledge, are seeking other employment opportunities, or who prior to the date of acceptance of this agreement are in discussions with the Service Provider for potential placements will not be covered under this Clause. Also, as a result of this engagement, the Service Provider will not recruit any placed candidate while the placed candidate remains in IDFC FIRST BANK's employment.

16.NOTICES

- (a) Notices required under this Agreement shall be given in writing and shall be delivered by hand, post or facsimile transmission or in case by means of email, upon receipt of a mail delivery report confirming receipt (provided no message failure is received) by the other party to the nominated persons listed herein below. Notices shall be deemed to be given upon receipt, except that notices sent by registered post (within the country) in a correctly addressed envelope shall be deemed to be delivered within 4 working days (excluding Sundays and public holidays in India) of posting. The notices shall be sent to the respective parties at the addresses mentioned on first page of this Agreement.

17.OWNERSHIP

- (a) Each Party acknowledges and agrees that the other Party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such Party in relation to this Agreement.
- (b) Neither Party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other Party which is known by virtue of this Agreement, in any circumstances.

18.PRINCIPAL TO PRINCIPAL AGREEMENT

- (a) It is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between IDFC FIRST BANK and the Service Provider and/or its Facility Staff. The Service Provider and/or its Facility Staff shall not be entitled to, by act, word, and deed or otherwise make any statement on behalf of IDFC FIRST BANK or in any manner bind IDFC FIRST BANK or hold out or represent that the Service Provider and/or its Facility Agent is representing or acting as an agent of IDFC FIRST BANK.



- (b) This Agreement will bind the successors and permitted assigns of the Service Provider and shall inure for the benefit of the IDFC FIRST BANK's successors and assigns.

19.ASSIGNMENT

- (a) The Service Provider shall perform the Services and the Service Provider's Obligations by itself and shall not assign, transfer any of its rights and obligations under this Agreement without prior written permission of IDFC.
- (b) IDFC FIRST BANK shall be entitled to assign, transfer any of its rights and obligations under this Agreement to any of its Affiliates without prior written permission of Service Provider. On such assignment the rights and obligations of this Agreement shall automatically bind and benefit IDFC FIRST BANK's assignee as if such assignee was an original party to this Agreement instead of IDFC FIRST BANK. For the avoidance of doubt there shall be no additional documentation over and above this Agreement for such assignment to IDFC FIRST BANK's assignee to take effect.

20.NO WAIVER

- (a) No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

21.AMENDMENT

- (a) Unless otherwise stated expressly, this Agreement shall be modified only by an instrument in writing duly executed by both the Parties.

22.GOVERNING LAW AND JURISDICTION

- (a) Any disputes between the Parties in respect of any issues under this Agreement shall be governed by and construed in accordance with the laws of India and the parties hereto submit to the non-exclusive jurisdiction of courts in Mumbai, India.

23.SAVING AND OVERRIDING EFFECT

- (a) This Agreement and the other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior agreement entered into between IDFC FIRST BANK and Service Provider writings in respect of the subject matter hereof. In the event of any terms and conditions of any previous arrangement between the parties are not specifically incorporated in this Agreement, the same shall be deemed to be a part and parcel of this Agreement, unless specifically agreed otherwise between the Parties.

24.INDEMNITY

- (a) The Service Provider hereby undertakes to unconditionally indemnify and keep IDFC FIRST BANK and its Affiliates and their respective employees and agents indemnified against all losses which it may suffer or incur arising from:
- (i) any breach of its respective representations, warranties, covenants, undertakings or obligations under this Agreement; or
 - (ii) non-fulfilment of or failure to perform any covenant, obligation, agreement or undertaking contained in this Agreement including; or



- (iii) judicial pronouncements, orders and/or decrees relating to temporary and permanent injunctions, contempt of court proceedings, and other charges and expenses which may be suffered or incurred by the IDFC FIRST BANK and its employees and agents as a result of any misrepresentation or breach by the Service Provider;
 - (iv) judicial pronouncements, orders and/or decrees relating to temporary and permanent injunctions, contempt of court proceedings, and other charges and expenses which may be suffered or incurred by the IDFC FIRST BANK and its employees and agents as a result of violation\breach of Intellectual Property Rights by the Service Provider.
- (b) The rights of indemnification hereunder shall be in addition to all other rights available to IDFC FIRST BANK under the Applicable Law, equity or otherwise.

25.MISCELLANEOUS

- (a) All indemnities given by the Service Provider under this Agreement shall survive the expiry or termination of the Agreement.
- (b) If any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and operate as if the severed portion had not been included.
- (c) The stamp duty under this Agreement shall be borne by the Service Provider unless otherwise agreed.

26.DISPUTE RESOLUTION

- (a) In the event of any disputes, differences or claims between the parties arising out of this Agreement or in any way relating to any term, condition or provision herein mentioned or in the construction or interpretation of any of the clauses/ the parties shall first endeavour to settle such disputes, differences or claims by friendly consultation failing which the same shall be referred to the arbitration before a single arbitrator appointed mutually by both the parties, all of the above in accordance with the rules of arbitration of the Arbitration and Conciliation Act, 1996. The arbitration will be in India at Mumbai and the arbitration will be subject to and be governed by the provisions of the Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof, for the time being in force. The decision of such arbitration shall be binding and conclusive upon the parties and may be enforced in any court of competent jurisdiction. The parties to the arbitration shall equally share the costs and expenses of any such arbitration. All arbitration proceedings shall be conducted in English. Nothing in this paragraph shall prevent the parties from seeking injunctive relief from a Court of Law.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents on the day and the date first hereinafter written.

Service Provider's Name	IDFC FIRST BANK Limited
Authorised Representative Mr. Samit Ganguly, General Manager - Ops	Authorised Representative Varghese Mathew Unit Head-Infrastructure & FM
Signature 	Signature 
Date : 01/10/2021	Date



Annexure A

STATEMENT OF WORK

Services to be provided by the Service Provider to IDFC FIRST (Scope of Work)	Facility management and Allied Services as per facility team requirement of IDFC First Bank. Current deployment of manpower services are as per the current State Minimum Wages. Rate will be revised as and when Minimum Wages revised by the respective State.
Period of performance of service	Master Services Agreement shall be for 3 years unless terminated by the Parties in accordance with the termination clauses of the Master Services Agreement.
Place of performance	PAN India location
Work Requirements	IDFC First Bank requirement
Schedule\Milestones	
Charges	<p>IDFC FIRST Bank shall pay to the Service Provider fees of Rs. As Per PO copy for the providing Services as per the terms of this Agreement inclusive / exclusive (strike out which is not applicable) of applicable taxes.</p> <p>PO should be issued to us as per the agreed commercial as per Annexure – C</p>
Payment terms	30 days after submission of correct tax invoice day with the necessary supporting documents.
Penalty for default in Performance TAT or Agreed Service Levels	Not Applicable
Deliverables, Testing and Acceptance	Not Applicable
Other terms and conditions agreed between the Parties	NIL



Annexure B (Scope of Work)

Housekeeping Services (Soft Services)

a) Day to Day monitoring and supervision of Housekeeping agency to ensure that high level of hygiene & service standards is maintained. Define comprehensive Scope Of Work and conduct periodic reviews on compliance of the same.

b) To Ensure that all office premises are kept with highest level of cleanliness, comfort, ambience, aesthetics, and sanitation.

c) To carry out the work as per the defined Scope of Work and Cleaning Schedules

d) To supply and maintain adequate stock of Cleaning Material, Consumables and paper products as per the agreed terms conditions.

e) To ensure the required manpower is provided as per the agreed terms and conditions.

f) To take monthly feedback from the IDFC FIRST branches and other offices in approved feedback template

Responsibility of the Housekeeping Supervisor

1. The Housekeeping supervisor will report to the Regional IFM Facility SPOC/Facility Manager (Corporate office).

2. Ensure and maintain the high standards of cleanliness in the commercial areas.

3. Follow instructions and assignments from the Facility manager

4. No deviations in mixing / dilution of chemicals – Strictly follow the instructions as per standards

5. Ensure that all staff wears appropriate uniforms and safety gear and adhere to the safety standards as per the norms.

6. Ensure proper displays of signage by the commercial cleaners.

7. Maintain discipline and quality of work by the General Cleaners.

8. Ensure no pilferage and wastage of materials due to negligence.

9. Fully assist the manager in cleaning, development in system and methods used

10. Assist the manager in preparing the daily reports on the staff, equipment and materials.

11. Taken an immediate appropriate action for any untoward situation.

12. Maintain following documents • Daily Log Books.

- Housekeeping Supervisor Daily Checklist

- Weekly / Monthly Deep Cleaning Checklist

- Daily Washroom Checklist

- Daily Cleaning Schedule

- Daily Chemical Consumption Details

IDFC FIRST Bank Ltd. Process Name: Facilities SOP

Classification: Internal - Vendor Shareable



13. Ensure all equipment and materials are rinsed and cleaned after every use.
14. Supervisor and his team will be responsible for the overall performance of the cleaning operations at site.
- o Daily rounds of all areas.
 - o Briefing of HK supervisors.
 - Briefing of HK boys once in week regarding cleaning, cleaning materials, cleaning procedures, maintaining equipment, grooming, punctuality.
 - o Checking of HK attendance, placement, log book, work book, stock register.
 - o Preparing monthly duty roaster of HK supervisors.
 - o Monitoring weekend deep cleaning.
 - o Updating records of HK staff.
 - o Interviewing of HK boys for new recruitment.
 - o Rotation of HK supervisors & boys as per requirement.
 - o Manpower allocation & manpower control.
 - o Feedback of HK boys & supervisors to facility managers.
 - o Discussing internal issues of HK staff with property managers.
 - o Preparation of new checklist as & when required.
 - o Maintaining & filling of checklist as & when required.
 - o Coordination with Admin for client visit.
 - o Preparing of OT statement chargeable to client.
 - o Checking of HK equipment's.
 - o Following up with vendor for servicing of HK equipment's.
 - o Checking of stock material on weekly basis.
 - o Estimating, calculating & preparing of material requisition.
 - o Inspection of inward housekeeping materials & consumables.
 - o Maintaining monthly inventory of HK materials & consumables.
 - o Checking of OT statement of HK staff.
 - o Discussing issues of HK boys salaries, PF, ESIC, leaves with vendor.
 - o Discussing discipline issues with vendor.
 - o In addition to the above-mentioned duties and job functions, any other assignments given occasionally or on a daily basis by the Immediate in charge or the Management.

Responsibility of the Housekeeper

1. Wear proper uniforms and safety gear as per required norms.
2. Use the right equipment and right material judiciously.
3. Ensure proper signages are displayed during the cleaning process.
4. Maintain the highest standards of cleanliness in commercial areas allocated.
5. Promptly respond to urgent cleaning requirements of the client.
6. Be courteous and friendly with client's employees.
7. Follow instructions and assignments from the Housekeeping Supervisor.
8. Up keep of the hygiene and cleanliness of the facility.
9. Scrap management and garbage disposal.
10. To abide by the check lists and manage the property as been directed.
11. Report/inform any untoward incidences to the supervisor/Manager.

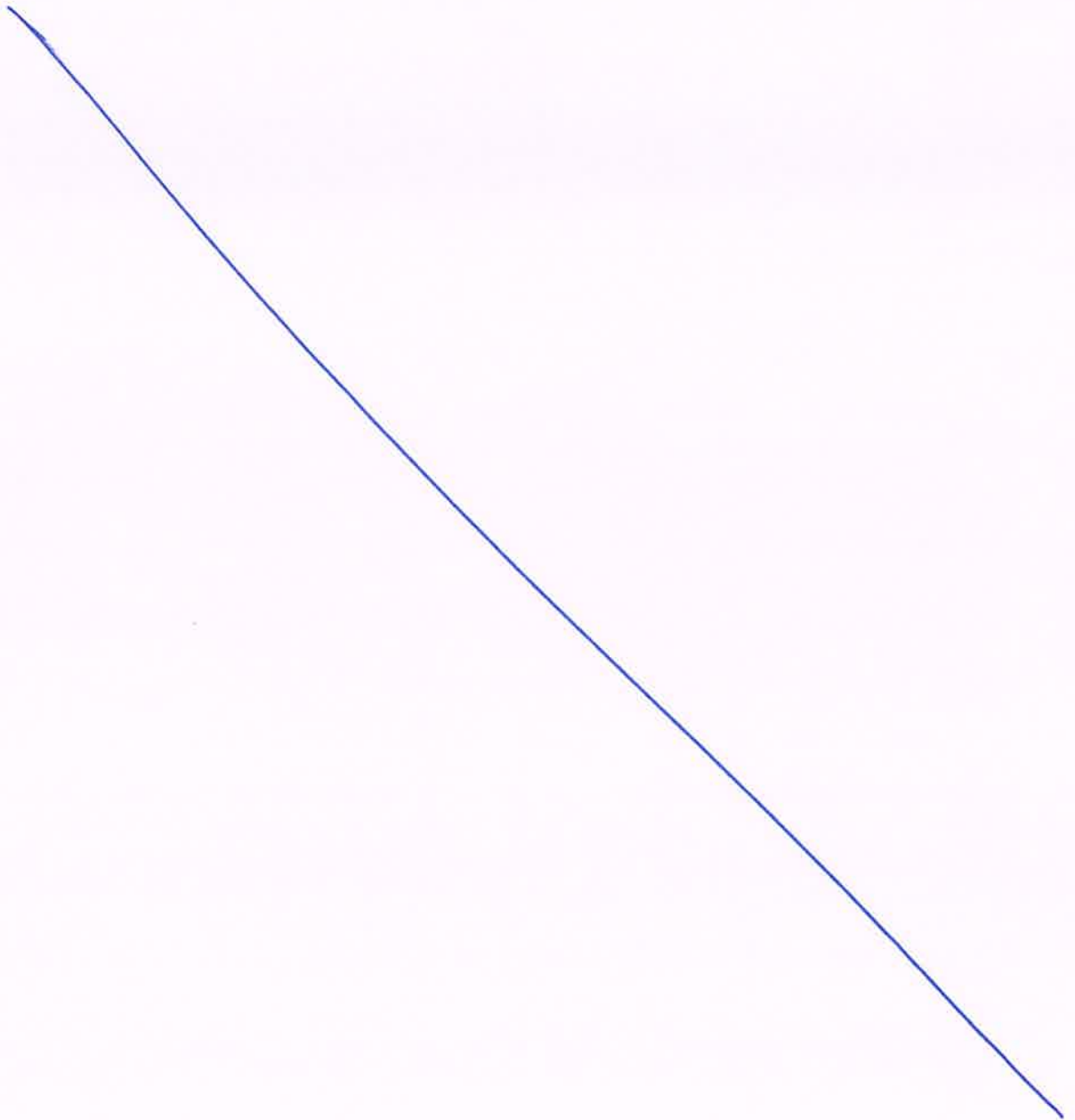
Classification: Internal - Vendor Shareable

In addition to the above-mentioned duties and job functions, any other assignments given occasionally or on a daily basis by the Immediate Supervisor or the Management.



**Annexure C
(Rate)**

Annexure – C is attached herewith.





ANNEXURE:- C

Premier Vigilance & Security Pvt Ltd
4 B, Orient Row, Kolkata- 700017

Phone No:- 033-403897-13/22

Email:-admin@pvspl.net / Web:- www.pvspl.net

Rate break up as per State MW

PARTICULAR	Delhi	Uttar Pradesh	Haryana	Himachal Pradesh	Punjab	Gujarat	Madhya Pradesh	Maharashtra	Rajasthan	West Bengal	Bihar	KARNATAKA	Andra Pradesh	Tamil Nadu	Telegana	Jharkhand
State Minimum wage	15908.00	9078.00	9803.24	8250.00	9230.78	9053.00	8710.00	11451.00	6552.00	8904.00	7904.00	13311.03	9805.00	9770.00	10620.00	8095.00
HRA @ 5%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	572.55	0.00	445.20	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total A	15908.00	9078.00	9803.24	8250.00	9230.78	9053.00	8710.00	12023.55	6552.00	9349.20	7904.00	13311.03	9805.00	9770.00	10620.00	8095.00
PF (13% on Basic)	1950.00	1180.14	1274.42	1072.50	1200.00	1176.89	1132.30	1488.63	851.76	1157.52	1027.52	1730.43	1274.65	1270.10	1380.60	1052.35
ESIC @ 3.25% on Sub Total A	517.01	295.04	318.61	268.13	300.00	294.22	283.08	390.77	212.94	303.85	256.88	432.61	318.66	317.53	345.15	263.09
Bonus (reimbursement)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gratuity (reimbursement)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leave 17 Days (3 NH + 14 paid leave) 5.43% on Basic	863.80	492.94	532.32	447.98	501.23	491.58	472.95	621.79	355.77	483.49	429.19	722.79	532.41	530.51	576.67	439.56
Uniform	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
Sub Total B	19388.81	11196.11	12078.58	10188.60	11382.01	11165.69	10748.33	14674.73	8123.47	11444.06	9767.59	16346.86	12080.72	12038.14	13072.42	10000.00
Service Charges (5% on Sub-Total B)	969.44	559.81	603.93	509.43	569.10	558.28	537.42	733.74	406.12	572.20	488.38	817.34	604.04	601.91	653.62	500.00
Grand Total	20358.26	11755.92	12682.51	10698.03	11951.11	11723.97	11285.74	15408.47	8528.60	12016.26	10255.97	17164.20	12684.76	12640.04	13726.04	10500.00
GST @ 18%	3664.49	2116.06	2282.85	1925.65	2151.20	2110.32	2031.43	2773.52	1535.15	2162.93	1846.07	3089.56	2283.26	2275.21	2470.69	1890.00
Total Monthly Charges	24022.74	13871.98	14965.36	12623.68	14102.31	13834.29	13317.18	18182.00	10063.74	14179.19	12102.04	20283.76	14968.02	14915.25	16196.72	12390.00

Net Take Home Salary

Gross Salary	15908.00	9078.00	9803.24	8250.00	9230.78	9053.00	8710.00	12023.55	6552.00	9349.20	7904.00	13311.03	9805.00	9770.00	10620.00	8095.00
PF @ 12%	1908.96	1089.36	1176.39	990.00	1107.69	1086.36	1045.20	1374.12	786.24	1068.48	948.48	1597.32	1176.60	1172.40	1274.40	971.40
ESIC @ 75%	119.31	68.09	73.52	61.88	69.23	67.90	65.33	90.18	49.14	70.12	59.28	99.83	73.54	73.28	79.65	60.71
P.Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	171.00	0.00	0.00
Net Take Home Salary	13879.73	7920.56	8553.33	7198.13	8053.86	7898.74	7599.48	10359.25	5716.62	8210.60	6896.24	11613.87	8554.86	8353.33	9265.95	7062.89

Please Note:-

- 1) Monthly Housekeeping Material charges will be Rs. 1.5/- per Sq. ft (for Minimum 1000 Sq. ft)
- 2) As and when the minimum wages are revised by the respective State, Govt. the same will be implemented in the above rates accordingly.
- 3) GST as applicable will be charged extra on the total billing.
- 4) Gratuity and Bonus will be applicable and will be claimed as per the government rule.
- 5) The above Rate is for 8 Hours and for 26 days
- 6) Payment: Please remit payment with in 15 days of bill submission.

[Handwritten signature]



Cleaning Schedule

Sr. No.	Scope of Work	Cleaning Schedule				
		Regular Activity	Deep Cleaning			
		Daily	Weekly	Monthly	Quarterly	Yearly
1	Sweeping, Wet Mopping and Cleaning of the floors of Entrance, Stair Case, Parking and total Branch premises by removing the storage, pedestal and CPU.	√				
2	Cleaning the furniture of Reception Area including Security Desk, Customer Desk Area, all Cabins, Meeting & Conference rooms	√				
3	Cleaning all the work station including the table leg and modular partitions, confirm all documents & accessories are in place.	√				
4	Cleaning of Store, UPS, IT server room, Electrical and AC Room, DG room.	√				
5	Cleaning of all Glass panes, counter top's storage's, partition, doors, walls, hand rails, door handles.	√				
6	Cleaning of toilets, wiping of W/c seats, urinary stalls, sinks & counter, flush fitting, taps, mirror or any other accessories in the bathroom	√				
7	Cleaning of all Chairs Legs, handle & Back. Hard brushing of the chair cloth/cover. Rearrange the chair in proper manner.	√				
8	Cleaning of the Cafeteria including the RO, Water dispenser, Refrigerator and Coffee Vending Machine. Replenish the materials of Coffee Vending machine, hand soap, utensil cleaner, scotch-brite etc.	√				
9	Cleaning of all Telephone sets, Photocopier, Printers, Faxes and other equipment as applicable including the furniture or counter tops where these are placed	√				
10	Clean the Water Cooler and replenish the jars, wherever applicable	√				
11	Cleaning & Placing the dustbin under all the workstations in the cabins, rooms, where ever applicable.	√				
12	Cleaning & placing of all rubber and cotton matt	√				
13	Cleaning of all toilets including the bins at regular interval	√				
14	Replenish the roll tissue roll, soap etc in toilets at regular interval	√				
15	Cleaning the Glass Storages inside the meeting room of conference room	√				
16	Garbage disposal at regular interval	√				
17	Wiping of Finger/ scuffmarks from the glass doors and counter tops at regular interval	√				
18	Replenish paper for all Printers and Photo Copier at regular interval	√				
19	Dry mopping of floors at regular interval	√				
20	Check all the housekeeping and tea & coffee stock and adequate. Inform Admin for fresh or re-order	√				
21	Before the lunch hours make sure that all the plates, crockery's spoons, forks are cleaned and kept in the pantry counter along with tissue paper. After lunch hour all the plates, crockery's spoons, forks are cleaned properly, counted and kept inside the locker	√				



Sr. No.	Scope of Work	Cleaning Schedule				
		Regular Activity	Deep Cleaning			
		Daily	Weekly	Monthly	Quarterly	Yearly
22	Clean the white board, arrange the chair, clean the table or glass tops, remove cups & plates after every training or meeting in the training, conference, cabins or meeting rooms	√				
23	Stacking of loose packets, cartons in the designated area as assigned by the Banks Admin Team	√				
24	Housekeeper should be well conversant in local language.	√				
25	Cleaning of Dormitory for Rural Branches (Once in a day). Sweeping, Wet Mopping and Cleaning of the Dorm floors and Verandas. Cleaning of Toilets and Bathroom.	√				
26	Cleaning of all Signages Notice boards and Merchandising inside the Office		√			
27	Cleaning of the Training Room including the white board, Glass Storage etc. Confirm that the Duster, Markers are in place.		√			
28	Cleaning of all Computers		√			
29	Cleaning of all Drop Boxes		√			
30	Cleaning the Window Panes/Grill		√			
31	Emptying and cleaning of all dustbins		√			
32	Cleaning and washing of rubber matt and keep it for drying in open area		√			
33	Hard Brushing and cleaning of jute matt		√			
34	Polishing of brass, chrome and other metallic		√			
35	Scrubbing and cleaning of all storage, wooden panels and partitions and cleaning of walls stains Cleaning of all lights		√			
36	Removing and clearing Cobwebs through the office remises and stair cases		√			
37	Cleaning of ceiling, Wall Fans and Exhaust Fans,		√			
38	Scrubbing and Cleaning of Floor corners by machine or hand by removing all the storage pedestal and CPU		√			
39	Scrubbing and cleaning of floor including the wall toilets, corners by machine or hand		√			
40	Scrubbing and cleaning all the marble counter tops by machine or hand		√			
41	Scrubbing and cleaning all the WC & Basin		√			
42	Clean the plant pot inside the office and give water to them		√			
43	Cleaning of Air Condition Vends Split and Window ACs			√		
44	Vacuum all fabric chairs and vents			√		
45	Vacuuming of all carpets, upholstery and fabric surfaces, wherever applicable		√			
46	Dust all high surfaces, working top down			√		
47	Cleaning of all Pelnets inside the premises			√		
48	Cleaning & Brushing of all vertical Blinds			√		
49	Cleaning of Chairs with Hard Brush/ Vacuum Cleaner to ensure all corners of chairs are clean			√		
50	Cleaning of Glasses with as squeeze			√		
51	Asset verification and reporting for MIS preparation as and when required by Bank			√		
52	Carpet Shampooing (Applicable in Large and Corporate Offices)				√	

Sr. No.	Scope of Work	Cleaning Schedule				
		Regular Activity	Deep Cleaning			
		Daily	Weekly	Monthly	Quarterly	Yearly
53	Polish any wooden furniture and hardwood surfaces (Large & Corporate Offices)				√	
54	Chair Shampooing would be required to do based on prior Bank approval when required to site specific (Separate per chair rates to be quoted)					√



List of approved Cleaning Agents, Consumable and

Sr.No.	Product Details	Brand Name	Rural Branches	MBL Branches	Urban Branches	Whole sale Branches	Asset Offices	Corporate Offices
	Paper Product							
1	M Fold Tissue	Softx/ Equivalent/ Local	✗	✗	✓	✓	✓	✓
2	Facial Tissues 2 Ply/Virgin (25 GSM)	Softx/ Equivalent/ Local	✗	✗	✗	✗	✗	✓
3	Pop Up Napkins 2 Ply/Virgin (25 GSM)	Softx/ Equivalent/ Local	✗	✗	✗	✗	✗	✓
4	Toilet Paper Rolls	Softx/ Equivalent/ Local	✓	✓	✓	✓	✓	✓

	COMPOSTABLE GARBAGE BAGS							
1	Garbage Bags for Pantry Dustbin	Local	✓	✓	✓	✓	✓	✓
2	Garbage Bags for Toilet Dustbin	Local	✓	✓	✓	✓	✓	✓
3	Garbage bags for Workstation dustbins	Local	✗	✗	✗	✗	✓	✓

	Cleaning Chemicals							
1	R2 Floor Cleaner	Schevaran / Taski/ Equivalent	✓	✓	✓	✓	✓	✓
2	R3 Glass Cleaner	Schevaran / Taski/ Equivalent	✓	✓	✓	✓	✓	✓
3	R5 Toilet Bowl Cleaner	Schevaran / Taski/ Equivalent	✓	✓	✓	✓	✓	✓
4	R5 Room Freshner	Schevaran / Taski/ Equivalent	✓	✓	✓	✓	✓	✓
5	Natural Shine - STEEL POLISH	Schevaran / Taski/ Equivalent	✗	✗	✗	✓	✗	✓
6	Kitchen Floor 11 - KITCHEN FLOOR CLEANER	Schevaran / Taski/ Equivalent	✗	✗	✗	✓	✗	✓
13	Carpet Brite - CARPET CLEANER/ CARPET SHAMPOO	Schevaran / Taski/ Equivalent	✗	✗	✗		✗	✓

	House Keeping Material							
1	Scoth Bright	Scoth Bright/ Equivalent	✓	✓	✓	✓	✓	✓
2	Sponge Big	Local	✓	✓	✓	✓	✓	✓
3	Toilet Brush Double Side	Local	✓	✓	✓	✓	✓	✓
4	Hand Gloves Orange		✓	✓	✓	✓	✓	✓
5	Hand Gloves Blue		✓	✓	✓	✓	✓	✓
6	Dry Mop Refill 18" / 24(Blue)		✓	✓	✓	✓	✓	✓
7	Dry Mop Set 18" / 24(Blue)		✓	✓	✓	✓	✓	✓
8	Kitchen Wiper		✓	✓	✓	✓	✓	✓
9	Wet Mop Set		✓	✓	✓	✓	✓	✓
10	Wet Mop Refill (Round)		✓	✓	✓	✓	✓	✓
11	Feather Brush		✓	✓	✓	✓	✓	✓
12	Floor Wiper 24"		✓	✓	✓	✓	✓	✓
13	Dust Pan Small		✓	✓	✓	✓	✓	✓
14	Spray Bottle		✓	✓	✓	✓	✓	✓
15	Glass Duster Blue		✓	✓	✓	✓	✓	✓
16	Yellow Duster		✓	✓	✓	✓	✓	✓
17	Check Duster Blue		✓	✓	✓	✓	✓	✓
18	Check Duster Red		✓	✓	✓	✓	✓	✓
19	Sani Cube Big / Air Freshener Goli		✓	✓	✓	✓	✗	✗
20	Urinal Screens (Orange/ Mango/ Aqua/ Strawberry/ Lemon)		✗	✗	✗	✗	✓	✓
21	Carpet Brush		✗	✗	✗	✗	✓	✓
22	Corner Brush		✗	✗	✗	✗	✓	✓
23	Cobweb Brush		✓	✓	✓	✓	✓	✓
24	Chock up pump		✓	✓	✓	✓	✓	✓
25	Vim Liquid		✓	✓	✓	✓	✓	✓



Sr.No.	Product Details	Brand Name	Rural Branches	MBL Branches	Urban Branches	Whole sale Branches	Asset Offices	Corporate Offices
House Keeping Material:								
26	Liquid Soap for Toilets	Detol/HPC equivalent	✓	✓	✓	✓	✓	✓
27	Foam Soap for Toilets	Detol/HPC equivalent	✗	✗	✓	✓	✓	✓
28	Plastic Mug		✓	✓	✓	✓	✓	✓
29	Hlt	Hlt/Baygon	✓	✓	✓	✓	✓	✓
30	Plastic Bucket (13 Ltr)		✓	✓	✓	✓	✓	✓
31	Broom (Soft)		✓	✓	✓	✓	✓	✓
32	Room Freshner		✓	✓	✓	✓	✓	✓

