

Ref. No 103223559 / Office Maint.(Engagement)

Date : 15/01/2021

The Director  
Premier Vigilance & Security Pvt. Ltd.  
4 B, Orient Row,  
Kolkata – 700 017

Dear Sir,

**Engagement of Agency for Housekeeping-cum-Office Attendant  
in r/o SIDBI, Gangtok Branch Office**

Please refer to your offer letter no.PVS/Kol/SIDBI-Gangtok/2020-21 dated 10.12.2020 for providing house keeping services at our Gangtok Office.

2. In this connection, we advise that your offer has been selected and we award the captioned contract in respect of Gangtok Office for a further period of 2 years from 01.01.2021 to 31.12.2022 on terms and conditions as set out and annexed with the letter with monthly remuneration @ Rs.19,801/- plus applicable service tax per person comprising Basic + Allowance, EPF, ESI, Bonus, Gratuity, Uniform Allowance, Holidays wages per month and agency charges besides Service Tax as detailed in your above referred letter.

3. We would like to mention here that the present rate of payment is higher than the revised rate dated 12.10.2020 vide Govt. of India, Ministry of Labours & Employment, Office of the Chief Labour Commissioner(C). However, at Sr. No.(c), the explanation given in the aforesaid notification of Ministry of Labour & Employment, Government of India states the following.

Where the existing rates of wages of any employees based on contract or agreement or otherwise are higher than the rates notified herein, the higher rates

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भारतीय लघु उद्योग विकास बैंक

लामथा बिल्डिंग, देवराली स्कूल रोड, देवराली, गंगटोक - ७३७१०२, दूरभाष: ०३५९२-२८१४४३

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

Lamtha Building, Deorali School Road, Deorali, Gangtok – 737102, Tel: 03592-281443

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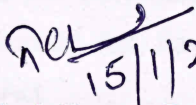
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shall be protected and treated as minimum wages, applicable for the purpose of this notification to such employee.

Hence SIDBI has decided to make payment as per the prevailing rate which is still higher than the applicable rate for Region "C".

4. This letter is being issued in duplicate. Please return the duplicate copy duly stamped and signed as a token of your acceptance.

Yours faithfully

  
15/11/2021  
[Ashok Kumar Behera]  
Branch-in-charge



Terms & Conditions

Engagement of Housekeeping cum Office Attendant

- 1) The period of contract will be two years with effect from January 01, 2021 subject to renewal for further set of two years thereafter at the sole discretion of the Bank on fresh or existing terms and conditions as the case may be.
- 2) No enhancement of the contract charges shall be considered during the period of two years.
- 3) The Agency will abide by all statutory requirements as per Minimum Wages Act, Employee's Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act.
- 4) The number of maintenance personnel to be deployed by the Agency shall be **ONE**.
- 5) The company will be fully responsible for the upkeep and maintenance of office premises and other related works of office attendant.
- 6) The company will not rotate the office attendant from one place to another and / or one institution to another without the consent of the Bank.
- 7) The housekeeping cum office attendant who is deployed on duty will wear proper uniform and identity card during the duty hours provided by the Company. Provision of uniform and any related expenses shall be borne by the Company.
- 8) The company's housekeeping cum office attendant engaged shall not allow any materials to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank for the purpose. It is reiterated and made clear that management, control of the office boy so provided shall be with

the Company and the said office boy for all purpose shall be within the Disciplinary Authority of the Company.

- 9) The company undertakes to indemnify the Bank against any loss, damage, theft, claims, negligence as the Bank may be put to or incur due to direct or indirect result of non-performance or mal-performance or mis-performance in performing the works agreed to by it.
- 10) The company shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the company for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss etc. as the case may be. The person engaged for performing the job of office attendant cum housekeeping shall be responsible for their acts and omissions to the company.
- 11) The Bank will not be responsible or liable in case of any dispute arising between the company and the housekeeping cum office attendant employed by the company for carrying out the services of office attendant and no relationship of Employer and Employee shall come into existence between the Bank and the Company or office attendant for which all responsibilities shall vest with the Company alone.
- 12) The Bank shall make a claim, if any, in writing to the Company in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft etc, by the Company / its office attendant in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Company within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be covered from the monthly payment made to the company.
- 13) The Bank reserves the right to terminate the arrangement without assigning any reasons thereof, by serving on the company a notice of one month to this effect, and on the refusal of the Company to accept the notice of



termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Company recorded with the Bank, where after it shall be deemed to have been served on the Company. Bank shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the Company as aforesaid, shall not absolve the Company of its liability regarding services of office attendant cum housekeeping already entrusted to it in accordance with the direction of the Bank.

- 14) In case of any dispute arising out / relating to interpretation of terms and conditions or functioning of the Company vis-à-vis the Bank, the Bank shall be the sole authority to decide the arbitrator. The Company agrees to execute all documents, which may be required by the Bank in this regard.

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