**SERVICES AGREEMENT**

This Services Agreement (“Agreement”) is executed at Gurgaon on this , 2021

**BETWEEN**

This Agreement is made and executed at Gurgaon on this between **THE VIPUL GREENS RESIDENTS WELFARE ASSOCIATION** having its office at Vipul Greens, Sector-48, Sohna Road, Gurgaon-122018 (hereinafter referred to as the “**First Party**” which expression shall unless it is repugnant to the subject or context hereof, mean and include its successors and permitted assigns) through its authorized signatory of the **“First Party”**

**AND**

**M/S Sila Facility Management Services Pvt. Ltd.** a Company incorporated under the Companies Act 1956, having its registered office at A-28 & 29, Okhla Industrial Area, Phase-1, New Delhi- 110020, and Corporate office at 101-102, 1st Floor, Sewa Corporate Park, MG Road, Gurgaon, Haryana (Hereinafter referred to as the “the Second Party” which expression shall unless it is repugnant to the subject or context hereof, mean and include its successors and permitted assigns) through its authorized signatory **Mr. Mohit Singhvi (Designation: General Manager) (PAN No AANCS3675D) Second Party;**

**WHEREAS**

1. The SECOND PARTY has an expertise in the business of providing specialized Technical services – Manpower services through trained, uniformed, well equipped and medically fit personnel under its direct employment and supervision and has the necessary infrastructure, know-how, skills, experience and fully qualified, trained & experienced manpower required for providing reliable, safe and effective Technical services – Manpower services;
2. The SECOND PARTY has represented to the FIRST PARTY that it is fully skilled, competent and entitled under law to enter into this agreement with the FIRST PARTY for providing specialized Technical services – Manpower services. The SECOND PARTY has represented to the FIRST PARTY that it has all the latest technology, expertise and well equipped trained and medically fit personnel for providing Technical services – Manpower services to commercial establishments.
3. Relying on these representations of the SECOND PARTY that it is capable and competent to provide skilled, safe, specialized Technical services – Manpower services through its knowledge, know-how, systems & processes and through its qualified, experienced and fully trained manpower, having due expertise and experience in providing specialized Technical services – Manpower services and other related services as per the scope of work (hereinafter referred to as the **“Services”**) as per the terms of this Agreement; the FIRST PARTY has agreed to engage the services of the SECOND PARTY for providing the Technical services.

Both SECOND PARTY and the FIRST PARTY are collectively referred to as “**the Parties**” & individually as “**the Party**”

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

1. **INTERPRETATION**
   1. Any reference herein to any Recital, Clause or Annexure is to such Recital, Clause or Annexure to this Agreement unless the context otherwise requires. The Recitals and Annexure to this Agreement shall be deemed to form part of this Agreement.
   2. Any reference to any provision of law or regulation herein is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
   3. The headings are inserted for convenience only and shall not affect the construction of any of the clauses of this Agreement.
   4. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
   5. References to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness such Person would have if such Person had made due and careful inquiries.
   6. The words “hereof,” “hereunder” and “hereto,” and words of like import, refer to this Agreement as a whole and not to any particular Clause hereof.
2. **TENURE OF THE AGREEMENT**

That subject to the timely and satisfactory Services by the SECOND PARTY, the Agreement shall be for a period with renewal at the sole discretion of the FIRST PARTY for such period as the FIRST PARTY desires subject to providing timely, satisfactory and effective Services as per the terms of this Agreement. The Agreement shall be effective from **11th Aug, 2021 to 31st Jul, 2022**. After the expiry of the term of this Agreement, the same may be renewed by in writing mutual consent of the Parties, for such other tenure on the terms and conditions as may be mutually decided between the Parties.

In the event, the SECOND PARTY continues to provide the Services even after the expiry of this Agreement and the FIRST PARTY continues to avail the Services pending finalization of the renewal, then the SECOND PARTY shall provide the Services as per the terms and conditions of this Agreement and the FIRST PARTY will make the payments to the SECOND PARTY, as agreed in this Agreement, only for the period till the Services are availed by the FIRST PARTY.

1. **SCOPE OF WORK**
2. The scope of work to be executed / performed by the SECOND PARTY is mentioned /specified in **Annexure 4** to this Agreement.
3. That the SECOND PARTY will provide effective Services in a proper and efficient manner and to the entire satisfaction of the FIRST PARTY and occupants of the Designated Spaces on hourly/shift basis during the tenure of the Agreement, by deputing/deploying a reasonable number of trained, uniformed, well equipped and medically fit personnel under its direct employment and supervision along with implements / apparatus / chemicals / consumables, safety devices/equipment’s, actual stationery items, etc. as required and are necessary according to the assessment and judgment of the SECOND PARTY keeping in view the relevant Designated Spaces and scope of work to be executed.
4. That the SECOND PARTY undertakes that in case the Services rendered by it are not to the satisfaction of the FIRST PARTY of the Designated Spaces, then in such an event, the SECOND PARTY shall make such modifications in the Scope of work rendered by it so as to bring the level of Services provided by it to the satisfaction of the FIRST PARTY of the Designated Space. The modifications so made shall be without any additional remuneration and shall fall within the Scope of Work of this Agreement itself.
5. The SECOND PARTY shall ensure that its operation and maintenance team is fully equipped with personal protective equipment’s & tools provided at site by the First Party– and the tasks are carried out diligently complying the laid out SOW as per **Annexure 4**.
6. **PAYMENTS**
7. For The Service provide the Second Party to the Client under this Agreement the First Party Will Pay the Second Party the Charges as per **Annexure 3.**
8. Invoice will be issued by the SECOND PARTY on a calendar month basis charges .Invoice of the SECOND PARTY shall be cleared after any deduction of the amounts if any, , for defaults/deficiency/other claims with respect to the services provided by SECOND PARTY within Thirty (30) days of receipt of the Invoice subject to receipt by the FIRST PARTY of an appropriate and correct invoice with supporting documentation evidencing the adherence to statutory provision will be made by a bank cheque in Indian Rupees and subject to deduction of tax at source as applicable from time to time.
9. In case if SECON PARTY fails to provide/render satisfactory services to the desired level on any day/in any Shift/for any period deductions as per **Annexure 5** would be accordingly made from SECOND PARTY monthly bills.
10. **OBLIGATIONS OF THE SECOND PARTY**
11. The SECOND PARTY shall certify that it is registered with PF Commissioner and other statutory / regulatory bodies and undertakes to pay and deposit all statutory dues/contributions in time e.g. PF, ESI, etc. with the appropriate authority/agency/office/ dept. and to file all and/or any statutory returns/forms/ statements under different Acts/Rules, as applicable from time to time.
12. The SECOND PARTY shall be responsible for providing its personnel, the regular intervals and all other statutory facilities/benefits as are applicable at its own cost and expenses, during the daily working hours. The deployment and duty schedule of the personnel as deputed/deployed by the SECOND PARTY will be given by the SECOND PARTY to the FIRST PARTY at least seven days prior to the commencement of the duties. Once the working schedule/duties of the personnel is submitted by the SECOND PARTY, any change in the working schedule/duties will not be made by the SECOND PARTY without informing the FIRST PARTY in advance of any such change(s).
13. **Manpower**
    * + 1. The SECOND PARTY shall depute/deploy trained, uniformed, well equipped, experienced and medically fit personnel along with items/apparatus/equipment etc. as required and as are necessary for providing the Services. The SECOND PARTY shall not depute/deploy any personnel below the age of 18 years at the Designated Spaces. The cost of uniforms, items, apparatus, equipment’s, supervision, communication etc. shall be borne by the SECOND PARTY.
        2. The persons deployed to provide the Services shall always remain the employees of the SECOND PARTY and shall work under the direct administrative and supervisory control of the SECOND PARTY who will be responsible and liable for their work.
        3. The FIRST PARTY shall have no responsibility or obligation for the recruitment, training or termination of service of the Personnel who may be engaged by the SECOND PARTY and deployed at the Designated Spaces for providing Services under this Agreement which shall rest solely with the SECOND PARTY.
        4. The SECOND PARTY shall ensure that the personnel deployed by it at the Designated Spaces possess requisite qualification, expertise and skill to perform the kind of work being entrusted to them in a safe and reliable manner. The SECOND PARTY shall ensure that its personnel shall have the minimum educational / Security qualification and work experience as may be required for rendering the services as provided in the scope of work as per **Annexure 4**. The SECOND PARTY shall ensure that its personnel are properly briefed about their duties, responsibilities and conduct.
        5. All preventive and safety measures shall be taken by the personnel of the SECOND PARTY to ensure that no damage/loss is caused to any machine, material, equipment, person(s) and building during the course of rendering the services as per the scope of work.
        6. The SECOND PARTY shall ensure providing regular training (once in a week at site) to the staff/personnel deployed at the Designated Spaces to enhance their skills to effectively perform the Services and to maintain the best standards.
        7. The SECOND PARTY shall ensure that the personnel deployed/deputed by it at the Designated Spaces always conduct themselves in befitting manner during their duty hours.
        8. The SECOND PARTY will furnish daily report of the shifts to the FIRST PARTY as per the format devised by the FIRST PARTY and shall depute its responsible and duly authorized person to participate in the weekly performance / review meeting with the representative of the FIRST PARTY on regular basis as per schedule mutually agreed upon.
        9. That in case if the SECOND PARTY fails to provide/render satisfactory Services to the desired level and/or entire satisfaction of the FIRST PARTY of the Designated Spaces on any day/in any shift/for any period, deductions based on pro-rata rate of the service charges for such day/shift/period would be accordingly made from its monthly bill(s).
        10. That the SECOND PARTY shall be liable for due observance and compliance of all statutory Laws and the Rules framed there under as applicable from time to time including but not limited to ESI / EPF / Minimum Wages/Bonus/Gratuity/Contract Labour (Regulation & Abolition) Act etc.
        11. That the SECOND PARTY shall ensure that the personnel deployed/deputed at the Designated Spaces will not at any time cause or permit any nuisance there and/or do anything which may cause unnecessary disturbance or inconvenience to others at the Designated Spaces/premises and/or to the public generally.
        12. That the SECOND PARTY shall not employ or engage any Child or anyone having any form of criminal record or any employee or personnel who has been discharged or terminated by the FIRST PARTY.
        13. That the SECOND PARTY shall not depute/deploy any inter-state migrant worker / personnel at the Designated Spaces without obtaining at least 30 (thirty) days prior written permission / approval from the FIRST PARTY and in case the permission / approval is granted, the SECOND PARTY shall obtain the requisite license(s) in this regard from both the States as per applicable laws and the Rules and shall also be solely responsible, at its own cost and expenses, for payment of applicable allowances / facilities to such personnel / worker / employee under Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the rules framed there under and / or other applicable Laws and Rules. The SECOND PARTY shall be exclusively liable for all fines / penalties / punishments etc. for violating this clause and shall keep the FIRST PARTY indemnified and harmless in this regard.
14. **Compliances**

The SECOND PARTY shall alone be responsible and liable to pay the wages of the personnel engaged by it. It will be the sole responsibility of the SECOND PARTY to pay and deposit Provident Fund/Contribution, ESI and all other statutory dues / contributions etc. in time with the appropriate Authority / Agency / Office / Department and to file all and / or any statutory returns/forms/statements under different Acts/Rules, as applicable from time to time in respect of the personnel who are deployed at the Designated Spaces for providing Services.

The SECOND PARTY will give a declaration every month to the FIRST PARTY declaring that it has fully complied with and discharged all its obligations under all the applicable labour Laws and other Act(s) and the Rules framed there under in respect of the personnel deputed/deployed by it. The SECOND PARTY will submit the proof of depositing all statutory dues/payments with the appropriate authority in respect of personnel deputed/deployed by it for executing the Services, with its invoice(s) to facilitate the payments and the FIRST PARTY shall vest with the right to withhold any payments till such proof is submitted by the SECOND PARTY. The SECOND PARTY has agreed that in case of its failure to file any statutory return/form/statement or deposit any statutory dues/contributions in time, the SECOND PARTY will be solely liable and responsible for all and/or any consequences, of whatever nature whether civil or criminal, arising out of any such default made by it and shall keep the FIRST PARTY indemnified in this regard. The FIRST PARTY shall in no way be liable and responsible for the default of the SECOND PARTY in this respect.

The SECOND PARTY shall provide a monthly written declaration/certificate as per **Annexure 1 & 2** which can be suitably modified from time to time as required by the FIRST PARTY, along with their monthly bill, confirming adherence and compliance to all statutory obligations relating to all Labor Laws such as (including but not limited to) Salary/Wages, PF, ESIC, Payment of Bonus Act and all other Labor Laws, Minimum Wages Act, Rules and Regulations in relation to the Employees/ personnel deployed/provided at the Designated Spaces as well as compliance of all laws relating to fire, environment, health and safety etc. as may be applicable from time to time. The FIRST PARTY shall have the right to have access to any documents which may be required for verifying facts or which may form the basis of such declaration/certificate.

That the SECOND PARTY undertakes that in case of its failure to file any statutory return/form/statement or deposit any statutory dues/contributions in time, the SECOND PARTY shall be solely liable and responsible for all and/or any consequences of whatsoever nature, arising out of any such default made by it and shall keep the FIRST PARTY indemnified in this regard. The FIRST PARTY shall in no way be liable and responsible for default of the SECOND PARTY in any respect.

That the SECOND PARTY shall be responsible for providing its personnel all statutory facilities/benefits as are applicable, at its own cost and expenses, during the daily working hours.

That the SECOND PARTY shall change/rotate duties of the personnel deputed/deployed by it at the Designated Spaces in such a way that no personnel performs the duty more than the maximum limit of working hours in a shift/day/week as prescribed under any applicable Law(s) or the Rules framed there under and the overtime duties will be performed only as per the applicable Law(s). The SECOND PARTY shall give them “off” as per applicable Law(s), off in lieu of National and Festival Holidays, leaves etc. as per applicable laws during the subsistence of this Agreement.

1. That the SECOND PARTY shall insure its personnel at its own cost and expenses for accidents/injuries/death which may occur while providing the Services to the FIRST PARTY and the SECOND PARTY shall be solely responsible for payment of all claims /damages/compensation in case of accidents/injuries/death of any personnel deputed/deployed by it for execution of the Services under the Agreement.
2. SECOND PARTY shall maintain adequate Commercial General Liability Insurance, Professional Indemnity Insurance and Workman Compensation Insurance cover with from a rated Insurance Company. SECOND PARTY shall furnish proof of insurance cover to the FIRST PARTY within 30 days of execution of this agreement between the parties and the FIRST PARTY shall be made a beneficiary of this cover. In the event of failure to submit proof of insurance by SECOND PARTY, FIRST PARTY shall be free to seek insurance cover on their own and adjust the cost against payment made to SECOND PARTY.
3. That prior approval shall be obtained by the SECOND PARTY from the FIRST PARTY before using any equipment’s / appliances / material belonging to the FIRST PARTY which is required by it to help in execution of the Services and the same shall be returned by the SECOND PARTY in good and working condition to the FIRST PARTY. Failure on the part of the SECOND PARTY to do so shall entitle the FIRST PARTY to deduct the cost of the same from the bills of the SECOND PARTY or recover the same from the SECOND PARTY. The expenses for maintenance, repairs or consumables required for such equipment’s / appliances, etc. shall be borne by the SECOND PARTY during the period of utilization of the same by SECOND PARTY.
4. The SECOND PARTY shall ensure that its personnel do not smoke in the Designated Spaces and should not be under the influence of liquor or drugs during their working hours.
5. SECOND PARTY shall ensure that no hazardous material shall be allowed in the Designated Spaces without the prior permission/consent of the party of the FIRST PARTY, in writing.
6. That in case of any dispute or differences or pendency of any litigation between the parties to this Agreement relating to the terms and conditions of this Agreement, the execution of the Services shall not be stopped/prevented/obstructed in any manner, whatsoever by the SECOND PARTY. In case of refusal by the SECOND PARTY to execute the Services or failure to complete the tenure of this Agreement due to any reasons whatsoever, otherwise than as per the terms and conditions of this Agreement, it will be liable to pay penalty @ 10% of the Service Charges payable for the remaining tenure of the Agreement.
7. That the SECOND PARTY shall immediately attend to any and/or all complaints of the FIRST PARTY regarding the working of personnel so deputed /deployed by it and in case of any serious complaint of any nature against any personnel, will not hesitate in taking any type of administrative action against the concerned personnel which may include withdrawal of the concerned personnel from the Designated Spaces forthwith.
8. That the SECOND PARTY agrees and acknowledges that the FIRST PARTY is entitled to impose damages/deductions from the payments due to the SECOND PARTY in accordance with the omissions laid down in the table as per **Annexure 5**.
9. Compliance & GST to be billed only based on evidence duly verified.
10. **TERMINATION**
    1. This Agreement may be terminated in writing in the following events:-
11. By the FIRST PARTY with immediate effect in the event of any labour unrest, labour problems between the personnel and the SECOND PARTY or any such other problem(s) involving the personnel.
12. In the event the parties are not able to mutually agree for a service charges revision, then the Agreement may be terminated by either party by giving 3 months advance written notice.
13. In respect of a Designated Space, by the FIRST PARTY by serving 15 days advance written notice if the SECOND PARTY is not able to render the Services to the satisfaction of the FIRST PARTY. .
14. That Either Party shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 30 (thirty) days to the Other Party.
15. By either Party, serving on the other Party, fifteen days prior notice in writing, in case of a breach of its obligations under this Agreement by the other Party, and if such event of default is neither cured nor adequately addressed within such period. It is expressly agreed between the parties that non-payment of invoice(s) by the FIRST PARTY on account of objections in the invoice(s) of the SECOND PARTY, deficiency of service or submission of documents shall not become a ground for termination under this clause; or
16. In the event, the SECOND PARTY fails to comply with any Applicable Laws
17. Without notice immediately upon the end of the Term of this Agreement.
18. **INDEMNIFICATION**
19. That the FIRST PARTY or its personnel shall not be in any manner responsible for any action, proceedings whether civil or criminal in nature, accident, mishap or any untoward incident of any kind resulting in any accident(s), mishap(s), injuries, loss of life to any person(s), damages to any goods, property etc. occurring due to any act of omission or commission, negligence on the part of the SECOND PARTY or any personnel deployed by the SECOND PARTY at the Designated Spaces.
20. That all preventive and safety measures shall be taken by the SECOND PARTY to ensure that no damage to material / building / person(s) / machinery and or to equipment’s takes place during the course of performing their duties. In case if any loss/damage is caused to any machine, material, equipment, building and/or to person(s) due to any act, conduct or negligence of the employees/personnel deputed by the SECOND PARTY and/or if any claim/ demand is raised/ made on the FIRST PARTY on account of any loss/ damage to life/ property/person which is or which may be caused due to or attributable to the SECOND PARTY or due to any defects/ deficiency in the Services rendered or work executed under this agreement, the SECOND PARTY has undertaken to indemnify/compensate the FIRST PARTY fully in respect of such losses/damages/claim(s)/demand(s). The loss/damage so occurred will be assessed and calculated after joint investigation/inquiry by authorized representatives of both the parties and the same will be recovered from the SECOND PARTY or deducted/adjusted from/against its bills.
21. If the FIRST PARTY is made liable to pay any amount by way of penalty/compensation/ damages due to any Court Order or otherwise, the SECOND PARTY undertakes to indemnify the FIRST PARTY fully against the same.
22. The SECOND PARTY shall ensure that no dispute or demand is raised by any employee or personnel deputed/deployed by the SECOND PARTY at the Designated Spaces on the FIRST PARTY and further undertakes that in case the FIRST PARTY is summoned into a Court of Law in any matter instituted by any of the employee of the Service Provider or person(s) to whom the service has been rendered, then the SECOND PARTY shall take all necessary steps for withdrawal/settlement of the said claim/dispute/demand by its employees/ Person(s) and shall resolve the dispute without involving the FIRST PARTY in any manner financially or otherwise.
23. The SECOND PARTY undertakes to fully compensate/pay the FIRST PARTY in respect of the cost and expenses incurred by the FIRST PARTY in countering/defending such claims/disputes/demands and / or the compensation/damages, if any, be paid to the FIRST PARTY arising out of any such claims/demands/disputes.
24. FIRST PARTY shall stand absolved and shall in no way be responsible for any loss/damage including loss of limb and/or life of any employee/ personnel deployed by the SECOND PARTY and the SECOND PARTY shall solely be responsible for any liability arising out of the above. The SECOND PARTY has assured that no dispute or demand or liability will be raised by its personnel on the FIRST PARTY& has undertaken that in case the FIRST PARTY is dragged/involved in any court of law/ in any litigation by any of the personnel of the SECOND PARTY, the SECOND PARTY will take all appropriate & necessary steps for meeting such claims/demands/ disputes & shall resolve/settle the same without involving the FIRST PARTY in any manner, financially or otherwise. The SECOND PARTY has undertaken to pay/ compensate the FIRST PARTY in respect of the cost & expenses incurred by the FIRST PARTY in countering/ defending such claims/ demands/ disputes & if the FIRST PARTY is made liable to pay any amount by way of penalty/ damages/compensation on account of any court order or otherwise, the SECOND PARTY will compensate & indemnify the same fully.
25. **GOVERNING LAW**

This Agreement shall be governed by, subject to and construed in accordance with the laws of India.

1. **CONFIDENTIALITY**

That the SECOND PARTY shall ensure that its personnel shall at no time, without the consent of the FIRST PARTY, disclose to any person any information relating to the affairs of the FIRST PARTY, the Designated Spaces and its occupants which they may have come to know during the subsistence of this Agreement with the FIRST PARTY. The personnel of the SECOND PARTY will not indulge in any activity, of whatsoever nature, which is or which may be damaging to the reputation/goodwill of the FIRST PARTY of the Designated Spaces and will also maintain secrecy/confidentiality of any task assigned to them from time to time by the SECOND PARTY relating to Services/arrangements at the Designated Spaces.

1. **DISPUTE RESOLUTION**

That, if any dispute or difference arise between the parties in relation to or in connection with this agreement, the same shall be resolved through mutual discussions / understanding however, if the parties are unable to resolve the same through mutual dialogues / discussions the same shall be referred to the Sole Arbitrator for arbitration in accordance with and subject to the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The Sole Arbitrator shall be appointed by the Vipul Greens Resident Welfare Association. The Award of the Sole Arbitrator shall be binding on both the parties to this agreement and the SECOND PARTY shall not challenge the Award of the Arbitrator. The arbitration proceedings shall be held at Gurgaon and the Courts at Gurgaon / UP shall have the jurisdiction in the matter. It is also agreed between the Parties that during any such period the performance of Services and obligations by the SECOND PARTY as contemplated under this Agreement shall not be stopped, prevented or obstructed in any manner, whatsoever and the SECOND PARTY shall continue to discharge its obligations under this Agreement.

1. **MISCELLANEOUS**
   1. That it is understood and has been agreed between the parties that this Agreement is entered into by and between the parties to this Agreement on ‘principal to principal’ basis and nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent, between the Parties or any of them
   2. That during the subsistence of this Agreement, the FIRST PARTY shall have the absolute right to engage any other agency/firm/company/contractor, on such terms and conditions, as may be negotiated by it for executing all or any of the said Services other than at the Designated Spaces and the SECOND PARTY has agreed that it will neither have any objection to the same nor have any right/interest or claim against the FIRST PARTY and it will render full cooperation and necessary assistance to such agency/firm/company/contractor.
   3. That the SECOND PARTY shall not assign, sub-let or sub-contract the whole or any part of the work/assignment in any manner but shall itself carry out the entire work/ render the Services under the Agreement by deputing/deploying Personnel under its direct supervision and employment.
   4. That failure of either party to this Agreement to enforce at any time or for any period of time, all or any provision(s) of this Agreement shall not be construed to be waiver of such provision(s) or of the right thereafter, to enforce all or any such provision(s) of this Agreement.
   5. That if any provision(s) of this Agreement shall be determined to be void or unenforceable under any Law, such provision(s) shall be deemed amended or deleted to the extent necessary to conform to applicable Law(s) and the remaining provision(s) of this Agreement shall remain valid and enforceable.
   6. That all costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including Stamp Duty and Registration Charges of this Agreement shall be borne and paid by SECOND PARTY.
   7. That any notice, letter or communication to be made, served or communicated to a party to this Agreement shall be in writing and be deemed to be duly made, served or communicated, only if, the notice or letter or communication is addressed to the party at its address as mentioned in this Agreement or to any such other address as may be intimated in this behalf and sent by either Speed post/ Registered Post or personally handed over with acknowledgement due.
   8. That this Agreement constitutes the entire Agreement between the parties and revokes/supersedes all previous discussions/ correspondence/ memorandum of understanding or Agreements between the parties whether written, oral or implied, if any, concerning the matters covered herein in this Agreement. This Agreement shall not be changed or modified except by written amendment duly agreed and signed by the parties to the present Agreement.
   9. The parties to the Agreement, before executing the Agreement, have clearly understood their rights/duties/liabilities/ responsibilities or obligations under all clauses of this Agreement and have agreed to abide by the term(s) and condition(s) of this Agreement.
   10. That Annexure (s) to this Agreement is/are part and parcel of this Agreement and be read in conjunction with this Agreement while interpreting the terms and conditions of this Agreement.
   11. That the FIRST PARTY shall retain the original of this Agreement and the SECOND PARTY shall be provided with a photocopy thereof by the FIRST PARTY.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents on the day, month and year first mentioned above.

**M/S Sila Facility Management Services Pvt. Ltd. Vipul Greens Resident Welfare Association**

**Mr. Mohit Singhvi Mr.** **Puneet Ambwani**

**Authorized Signatory Authorized Signatory**

# ANNEXURE 1

**CERTIFICATE**

(To be typed on the letter head of the SECOND PARTY)

We, M/s…………………………… certify that we have deposited ESI & PF of all the employees deployed by us at………………………………….. Site for provision of………………………….. Services against agreement dated………………………….. Signed with M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The details are as under:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Name of employee** | **ESI No.** | **ESI amount deposited in ………. (month & year)** | **PF No.** | **PF Amount deposited in ……….**  **(month & year)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Name of the Authorized Signatory:

Designation of the Authorized Signatory :

Signature of the Authorized Signatory:

**ANNEXURE 2**

**CERTIFICATE OF CONTRACTOR COMPLIANCE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the undersigned, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorized representative of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) appointed by (the “Company” or the “Project”), having its Registered Office at , for providing services (including electrical, mechanical, civil or the like) to the Company/Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide Contract/Agreement dated -----------, do hereby confirm that to the best of my/our knowledge and information gathered from the record, as on the date of this certificate, there is no default/ contravention committed by the Contractor during the discharge of contractual obligations and relating to the services by the Contractor under any of the acts / statutes / enactments or any rules, regulations, guidelines, orders or notifications including but not limited to laws relating to fire, environment, health and safety etc., as may be applicable from time to time, non-compliance of which may entail civil and criminal liabilities against the Company/Project during the tenure of the said Contract/Agreement. That all statutory payments have been made to the workers, laborers, employees and all personnel, agencies employed by us under Agreement on time and in accordance with Applicable law(s) and there are no pending dues on this account

I further undertake and confirm that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) on whose behalf I am acting as uthorized representative, shall be solely held accountable/responsible for any of the violations of aforesaid statutes/ enactments, rules, regulations etc. during the currency of the said Contract/ Agreement.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation:

Name of the Project:

Date:

For the Month:

**Annexure 3**

**Technical Services at Vipul Greens, Sec-48, Gurgaon**

|  |
| --- |
| **MANPOWER DEPLOYMENT AND COSTING FOR VIPUL GREENS**  **W.E.F 1st August’ 2021** |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Sr.No.** | **Description** | **Head Count** | **Unit Cost** | **Monthly Cost** | | 1 | Plumber | 5 | 16041 | 80207 | | 2 | MST | 5 | 16041 | 80207 | | 3 | Mason | 1 | 15945 | 15945 | | 4 | Technical Supervisor | 1 | 19959 | 19959 | | 5 | Firemen | 2 | 16562 | 33124 | | 6 | Painter | 1 | 16041 | 16041 | | 7 | Assistant | 2 | 13638 | 27277 | | 8 | DG Operator | 6 | 15430 | 92581 | | 9 | Lift Technician | 2 | 15945 | 31891 | | 10 | Civil Engineer | 1 | 31324 | 31324 | | 11 | Carpenter | 1 | 15945 | 15945 | | 12 | Office Assistant | 1 | 20445 | 20445 | | 13 | Rental cost of tools | - |  |  | | 14 | Management Fee |  |  | 34871 | | **Sub Total -** | | 28 |  | **499,818** |   Notes: | |
| 1. Price is inclusive of all taxes (excluding GST) and duties specifically applicable for the Services that are rendered. | |
| 2. Labour rates shall change as per applicable Govt. Directives/ Notifications for minimum wages. | |
| 3. The Service Provider bill on actual deployment, but not bill for manpower approved. | |

**Annexure 4**

# SCOPE OF WORK (SOW) - DUTIES OF TECHNICAL SERVICES

1. **ENGINEERING MAINTENANCE**

The following operation & Maintenance services would broadly be covered under the scope of services of Vendor. Vendor shall keep record of all log books as specified by the supplier/manufacturer and shall maintain cleanliness in all plant rooms. Vendor shall prepare and maintain a detailed plan for annual maintenance services.

* 1. **ELECTRICAL & MECHANICAL WORKS**
     + Operate and maintain the entire and complete Electrical and Mechanical Utilities System from the Diesel Generators including all equipment and installations as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors including Diesel Tanks & Pumps and ensure that all the lifts, etc. are operational round the clock.
     + Ensure that all electric and lift rooms, electrical equipment in public areas, electrical shaft doors, meter boxes in units/flats etc. are locked and access is limited to authorized personnel only. Also to ensure that statutory and safety regulations in this regards are strictly adhered to.
     + Ensure all cable and wire connections are clean and firm.
     + Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
     + Check all meters periodically to ensure they are functioning and show correct readings.
     + Ensure all light fittings inclusive of luminaries, lamps, ballasts, starters, transformers, connections etc., are in proper working condition and replacements are carried out promptly.
     + Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each floor common panel and also maintain all earthling pits with necessary watering etc.
     + Take necessary steps to have inspections by statutory inspectors carried out at all specified intervals and ensure all licenses/permits are valid.
     + Vendor will attend the critical equipment such as Air circuit breakers, Transformer etc. In case of major breakdowns & Overhauls specialized agencies may be employed and required charges will be paid by DSL with prior approval on as and when required basis. Vendor will coordinate all activities
     + To record the readings of Electrical meter installed in electrical room for electrical consumption of all shops/signage’s/BTL activities
     + Stock levels to be maintained for different kinds of spares/inventory, etc. Maintain inventory as per OEM for all plant and machinery and required Tool & Fixtures for upkeep of them.
     + All the equipment to be maintained and operated adequately in order to deliver all services up to agreed standards in the entire building
     + The entire building in its entirety to be maintained in a satisfactory and acceptable condition in a totally compliant manner
  2. **WATER SUPPLY**
     + To ensure operation of all tube wells, submersible pump and underground water tank according to planned schedule for 24-hour water supply. All tube well water meters to be logged regularly.
     + To ensure all water supply pumps, pressure vessels, hydro pneumatic systems and control panels are maintained as specified in manuals furnished by manufacturers/original installation contractors as advised by DSL.
     + To ensure all water valves operate smoothly and there are no leaks anywhere in the system.
     + To clean, on a regular basis, all underground and overhead tanks and to ensure there are no deposits/sediments or algae growth.
     + To ensure proper maintenance of Water Treatment Plant and correct chlorine dosage.
     + To ensure filtration equipment is maintained in a proper fashion and to carry out backwashing as specified.
     + To ensure all level indicators and level controllers’ function as required.
     + To ensure that towers of A.C. / D.G. set and expansion tank are always full of water.
     + To ensure all the services are smooth and do not come in the way of a smooth operating environment and state.
  3. **STORM DRAINAGE & SEWAGE DISPOSAL**
     + All chambers, manholes, catch basins etc. and lines should be clear through regular cleaning and de-silting and choking, if any, shall be attended to promptly.
     + All gratings and covers should be in place and losses, if any shall be replaced promptly.
     + All pumps, panels and controls for evacuation of storm water and sewage shall be maintained in proper working order.
     + Effluent treatment plant is to be maintained in proper fashion and regular checking of water is to be carried out and recorded.
     + Effluent Treatment Plant is to be maintained in proper fashion and regular checking of waste water is to be carried out and recorded.
     + To maintain all systems smoothly and to ensure all government compliances are complied.

# VALUE-ADDS

1. Minimize Emergency Repairs- This will be monitored on monthly basis and over 3 months of service .There should be a decline in the number of incidents and expense thereof towards the Emergency Maintenance.
2. Ensure Uptime as per SOP for critical Equipment (DG Sets, Chillers, Transformers, AC Systems, and Water Systems). This will be monitored on weekly / monthly / Quarterly basis.
3. Preventive Maintenance Schedule to be followed with 100% compliance and predictive maintenance techniques to be followed.
4. All daily, weekly, monthly, quarterly, annually checklists to be adhered.
5. Snagging - Complete Snagging on annual basis, Recommendations and Implementation.
6. Energy Savings- 10% Savings in Energy units without compromising on quality of services over previous year.
7. **Vendor PERSONAL DEPLOYED AT Vipul Greens**

**Dos’**

* Maintain personal hygiene by wearing clean clothes, shoes etc.
* Be well groomed with short & tidy hair, trimmed nails etc.
* .Be always polite and courteous to all owners and visitors
* Answer telephone calls politely and be courteous to all.

**Don’ts**

* Misbehavior with any customer/employee, Guest, other Contract Personnel of any magnitude.
* Impoliteness, loud talking, any indiscipline
* Involvement in any kind of activity in the tower with malafide intensions (Including theft), either directly or as a support to any third party or Providing internal services to client area not in scope of (Client Name). Common area Services.

**Annexure 5**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service level deduction in Agreement – Technical Service** | | | |
|  |  |  |  |
| **S.NO.** | **Omissions** | **Rate of Deduction** | **Repetition** |
| 1 | Poor turn out (per head/day) | Rs. 200/- | >2 Rs. 500/- |
| 2 | Guest complaint against misbehavior (per head/day) | Rs. 200/- | Rs. 500/- |
| 3 | Non-executive of work as per schedule (per incidence/day) | Rs. 100/- | >3 Rs. 500/- |
| 4 | Failure to maintain daily records & compliances (per incidence/day) | Rs. 100/- | >5 Rs. 200/- |
| 5 | Inadequate grooming (per head/day) | Rs. 100/- | >3 Rs. 150/- |
| 6 | Absenteeism (per head/day) | Rs. 100/- | >3 Rs. 200/- |
| 7 | Dereliction of duty/misconduct/Misbehavior | Rs. 1500/- minor, Rs. 5000/- major | >3 Termination of contract |
| 8 | Theft | Cost of item + Rs. 1000/- | >2 Cost of item + Rs. 5000/- |
| 9 | Damage to Vipul Greens property | Cost of item + Rs. 1000/- | >2 Cost of item + Rs. 5000/- |
| 10 | Replacement of supervisor/manpower | Rs. 300 per day | >2 Rs. 1000 |

**Monthly HR Compliance**

|  |  |  |
| --- | --- | --- |
| **Sl.** | **Particulars** | **Action by / Date** |
| 1 | Site Specific PF & ECR | 20thof every month |
| 2 | ESI Challan | 20thof every month |
| 3 | Attendance -current month | 3rd of every month |
| 4 | Wage Sheet-current month on 12th of every month with bank transfer details | 12th of every month |
| 5 | Salary to be paid through Bank transfer only | Before 10th of every month. |
| 6 | Compliance Certificate for current month on company letter head | 3rd of every month |
| 7 | Certificate of Compliance of current month | 20th of every month |
| 8 | Bonus Return-monthly paid | Return annually and payment along with monthly salary |
| 9 | Minimum wages return | Annually by 15th April of immediately succeeding year |
| 10 | Payment to workers as per Salary Break-up by Bank Transfer only | Before 10th of every month |
| 11 | Labour welfare fund deposit details | Half yearly |
| 12 | Details to be made available by contractor:   * Contractor Registration. * P.F Registration. * ESI Registration. * GST Registration * PF & PF ECR monthly basis. * ESI monthly. * Wage Registers. | To be provided timely |
| 13 | * Monthly bills to be submitted latest by 20th of following month with current month compliance to be submitted by Contractor .i.e. PF Challan, PF ECR and ESI Challan. | Monthly |
| 14 | 2 Uniforms to be provided in a year by contractor |  |
| 15 | Training to be conducted at site | Fortnightly |
| 16 | Filed office requires to visit the site once in a week. | Weekly |
| 17 | Escalation chart to be shared with Estate Manager if there is any change in the existing structure. | Immediate |