

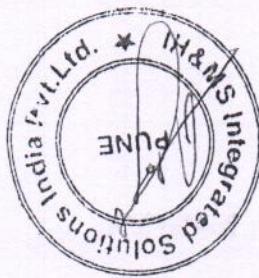


**TAVISCA SOLUTIONS PRIVATE LIMITED**, a private limited company incorporated in Maharashtra, India under the Companies Act, 1956 with corporate identity number U72100PN2008PTC132281 and having its registered office at 7th Floor, B block, Wefield IT Park, Viman Nagar, Pune 411014 (hereinafter referred to as the "Company"), which expression shall unless repugnant to the context hereof be deemed to mean and include its successors and assigns) of the **SECOND PART**.

AND

unless repugnant to the context hereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**.





It is clarified that the Service Provider will not be entitled to, unilaterally, carry out any variation in the Scope of Work. Any revision in Scope of Work which results in enhancement

- 1.2. The Service Provider agrees to perform the Services as requested by the Company in accordance with the scope of work; lines of action; roles and responsibilities of the Resources; standard guidelines, procedures and operations to be followed; delivery check-lists / schedules; reporting mechanisms; and other terms and conditions of the Company ("Scope of Work") in Annexure I of this Agreement from time to time. The Service Provider further agrees that the Company may during the Term of this Agreement, request to modify or amend the Scope of Work and in such an event, the Service Provider shall perform the Services as per the revised Scope of Work.

(collectively, the "Services").

- (v) smooth execution of soft services;
- (iv) performance measurement; and
- (iii) adopting quantitative tools;
- (ii) quality control;
- (i) overall service delivery;
- 1.1. The Service Provider acknowledges that the Company is engaging the Service Provider, in reliance of the representations, assurances and warranties made by the Service Provider under this Agreement, for availing its housekeeping services to be performed by the staff and resources deployed by the Service Provider ("Resources"), which shall include:

## 1. DESCRIPTION OF SERVICES

NOW THEREFORE, in consideration of the covenants set forth herein, and for the other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- D. The Parties are entering into this Agreement to set out the terms and conditions subject to which the Service Provider shall render the Services to the Company.
- C. Relying on the representations and warranties given by the Service Provider, the Company is desirous of engaging the Service Provider for seeking housekeeping services and engaging the Service Provider's staff for such services, as per the requirements of the Company.

B. The Company is an online travel technology company and is, inter alia, engaged in the business of providing online travel platform, software solutions and professional technology services to leading companies in travel and tourism industry, within and outside India.

- A. The Service Provider is involved in the business of providing housekeeping and maintenance services, including the services as described in this Agreement, to its clients.

Whereas:

The Service Provider and the Company shall hereinafter collectively be referred to as "Parties" and individually as a "Party".



- 1.3. The Service Provider shall be solely responsible for procuring, providing and arranging for (i) skilled Resources to perform the Services; (ii) all material and equipment required for rendering the Services; and (iii) all other assets, resources and things as may be required for rendering the Services in accordance with the applicable law and the provisions of this Agreement.

1.4. The Company shall designate a personnel / team of personnel who shall supervise and administer the works performed by the Resources as agreed under this Agreement and the Services rendered hereunder. Deployment personnel of each Resource shall be subject to the review and approval of such designated personnel of the Company. Upon approval and/or acceptance by the Company of a Resource, the Resources shall be assigned to perform Services at the Company's office premises as per the specifications agreed to perform Services by the Company, the Company shall thereafter terminate the engagement of such Resource at the earliest opportunity, terminate the right to call upon the Service Provider to, and the Service Provider shall have the right to terminate the engagement of such Resource at the earliest opportunity, if at any time during the Term any Resource (i) performs the services in a manner not satisfactory to the Company; or (ii) commits an act of negligence, misconduct, embezzlement, theft or criminal offence / an offence involving fraud, moral turpitude; or (iii) violates any of the rules and policies of the Company, the Company shall have the right to call upon the Service Provider to, and the Service Provider shall not be entitled to Fees with respect to such Resource, the Service Provider shall not be entitled to Fees pursuant to Clause 1.6 above. The Service Provider shall not be entitled to Fees with respect to such Resource, if the Service Provider agrees to the consequences of termination provided in Clause 7 of this Agreement, upon termination of any Resource mentioned in Clause 1.6 above, in the event there are any lags, errors or lapses, as detailed in Annexure II, in provision of Services by any Resource, then the Service Provider shall be liable to a penalty of such amounts as set forth against such actions in Annexure II. Any or all penalties incurred by the Service Provider during a calendar month shall be deducted from the Fees payable by the Company for such period. Parties agree that the Service Provider shall duly maintain a register at the Company premises, to record such incidents. The Company designated personnel may at any time verify such register and require the Service Provider to add, remove or modify any records.

1.5. It is further agreed between the Parties that if at any time during the Term any Resource performs the services in a manner not satisfactory to the Company to the satisfaction of the Company, the Company shall render herunder. Deployment personnel shall be subject to the review and approval of such designated personnel of the Company. Upon approval and/or acceptance by the Company of a Resource, the Resources shall be assigned to perform Services at the Company's office premises as per the specifications agreed to perform Services by the Company, the Company shall thereafter terminate the engagement of such Resource at the earliest opportunity, terminate the right to call upon the Service Provider to, and the Service Provider shall have the right to terminate the engagement of such Resource at the earliest opportunity, if at any time during the Term any Resource (i) performs the services in a manner not satisfactory to the Company; or (ii) commits an act of negligence, misconduct, embezzlement, theft or criminal offence / an offence involving fraud, moral turpitude; or (iii) violates any of the rules and policies of the Company, the Company shall have the right to call upon the Service Provider to, and the Service Provider shall not be entitled to Fees with respect to such Resource, the Service Provider shall not be entitled to Fees pursuant to Clause 1.6 above. The Service Provider shall not be entitled to Fees with respect to such Resource, if the Service Provider agrees to the consequences of termination provided in Clause 7 of this Agreement, upon termination of any Resource mentioned in Clause 1.6 above, in the event there are any lags, errors or lapses, as detailed in Annexure II, in provision of Services by any Resource, then the Service Provider shall be liable to a penalty of such amounts as set forth against such actions in Annexure II. Any or all penalties incurred by the Service Provider during a calendar month shall be deducted from the Fees payable by the Company for such period. Parties agree that the Service Provider shall duly maintain a register at the Company premises, to record such incidents. The Company designated personnel may at any time verify such register and require the Service Provider to add, remove or modify any records.

1.6. In addition to the consequences of termination provided in Clause 7 of this Agreement, upon termination of any Resource of any kind from the Company, and the Service Provider shall return to the Company all Fees paid by the Company to the Service Provider until the date of such termination, in relation to such Resource.

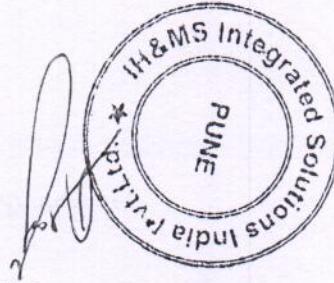
1.7. Without prejudice to the provisions of Clause 1.6 and 1.7 above, in the event there are any lags, errors or lapses, as detailed in Annexure II, in provision of Services by any Resource, then the Service Provider shall be liable to a penalty of such amounts as set forth against such actions in Annexure II. Any or all penalties incurred by the Service Provider during a calendar month shall be deducted from the Fees payable by the Company for such period. Parties agree that the Service Provider shall duly maintain a register at the Company premises, to record such incidents. The Company designated personnel may at any time verify such register and require the Service Provider to add, remove or modify any records.

Upon removal of any Resource on any of the grounds mentioned in Clause 1.6 above, the Service Provider will use reasonable efforts to furnish a replacement Resource as soon as commercially practicable.

2.1. All the Services to be provided by the Service Provider and Resources shall (i) be in strict compliance with the requirements, instructions, guidelines, timelines and other

- 2.2. The Service Provider shall:
- (i) satisfy the duties, obligations, requirements and specifications under this Agreement; and (ii) provide and arrange for skilled Resources to perform the Services.
- 2.3. The Resources assigned to the Company under this Agreement shall remain employees / workers of / on behalf of the Service Provider and shall not be entitled to participate in any benefit plans of the Company, including but not limited to pension, profit sharing, annual employee bonuses or employee stock options. As a condition of assignment, the Service Provider will require the Resources to: (i) acknowledge in writing the application of the terms of this clause; (ii) comply with all applicable laws; (iii) acknowledge and ensure confidentiality of Company's confidential information; and (iv) acknowledge and understand the rules and policies of the Company. During the term of this Agreement, the Service Provider will require the Resources to: (i) acknowledge in writing the application of the terms of this clause; (ii) comply with all applicable laws; (iii) acknowledge and ensure confidentiality of Company's confidential information; and (iv) acknowledge and understand the rules and policies of the Company, shall be solely responsible for paying salaries / wages and any other compensation to the Resources, including employee welfare benefits.
- 2.4. The Service Provider shall at all times during the Term conform with all registrations and other compliances under applicable labor legislation, including but not limited to Insurance Act, 1948; Contract Labor (Regulation and Abolition) Act, 1952; Employees State Wages Act, 1948; the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017; Payment of Gratuity Act, 1972; Payment of Bonus Act, 1956 in relation to any payments or contributions to be made to the Bonus records of the Company, as may be requested by the Company, from time to time. A list / details of the present registrations / licenses held by the Service Provider is provided in Annexure III hereto.
- 2.5. The Service Provider shall provide any certificates / documents or copies thereof, in relation to all licenses, permissions or other compliances with applicable laws, for inspection or for records of the Company, as may be requested by the Company, from time to time. A list / details of the present registrations / licenses held by the Service Provider is provided in Annexure III hereto.
- 2.6. The Service Provider shall ensure that every Resource shall be explained his/her rights, duties, obligations and responsibilities as per relevant policies and procedures of the Company.
- 2.7. The Service Provider shall also provide to the Company, a detailed file of all the Resources deployed at the Company which shall contain documents/information, including but not limited to the respective Resource's deployment letter, address proof (permanent and current), police background verification, hand / finger impression, any letter of undertaking and insurance procedure.





COMPENSATION FOR SERVICE

- (i) Co-operate with Service Provider in all matters relating to the Services; and

(ii) Provide necessary office space with telephone connection and basic furniture / services required by the Service Provider in relation to providing the Services in accordance with this Agreement.

The Company shall:

### 3. CUSTOMER'S OBLIGATIONS

- 2.8. The Service Provider shall be responsible for providing uniform, shoes and safety gear, identification cards etc. to the Resources deployed for providing Services to the Company.

with this Agreement will be subject to deductions of applicable withholding taxes (if any) and any other deductions as may be required under the applicable laws in force at the time of payment and such taxes (TDS/withholding taxes/any other taxes) which are liable of the Service Provider shall be borne by the Service Provider, without any recourse to the Company.

4.6. All unresolved disputes with respect to the disputed amounts shall be settled by the Parties in accordance with Clause 12 of this Agreement.

5.1. This Agreement has commenced on July 1, 2018 ("Effective Date") and shall remain in force for 1 (One) year ("Term") unless terminated in accordance with this Agreement. If the Agreement is not terminated, in any manner as per Clause 5.1, prior to completion of the Term (or any renewal thereof), the Agreement shall automatically stand renewed for subsequent periods of 1 (one) year each, on the same terms and conditions contained under this Agreement, subject to evaluation of the Services performed and any adjustments to the fees or any costs as may be agreed between the Parties.

6.1. By the Company, at any time, upon a prior written notice of:

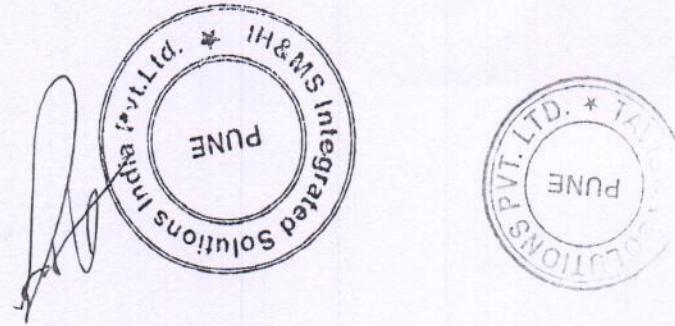
The Parties may terminate this Agreement prior to completion of the term, as expressly provided elsewhere in this Agreement, or as follows:

- (i) 7 (seven) days, for termination within 3 (three) months of the Effective Date;
- (ii) 15 (fifteen) days, for termination after 3 (three) months and within 6 (six) months of the Effective Date; or
- (iii) 30 (thirty) days, for termination after 6 (six) months of the Effective Date.

6.2. By the Company, in the event that the Service Provider has breached any material term of this Agreement and such breach is not cured within 30 (thirty) days of the Service Provider receiving a notice in this respect from the Company, specifying the nature of the breach:

- 6.3. By the Company, upon written notice in the event that the Service Provider makes an assignment for the benefit of its creditors or if the interest of the Service Provider hereunder passes by operation of law other than as permitted by this Agreement; or
- 6.4. By the Company, upon written notice in the event bankruptcy proceedings are commenced with respect to the Service Provider, or in the event that the Service Provider ceases to do business as a going concern, admits in writing its inability to pay debts as they become due, or acquires in the appointment of a trustee, receiver or liquidator for it or any substantial part of its assets or properties.





- The Service Provider makes the following representations and warranties, to the Company:
- (i) It is duly organized and validly existing under the laws of India;
  - (ii) It has the power and authority to enter into this Agreement, perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (iii) The execution, delivery and performance by the Service Provider of this Agreement will not violate, conflict with, or result in a breach of the terms, conditions or provisions of its constitutional documents, any applicable laws or any agreement to which the Service Provider is a party or by which the Service Provider is bound;
  - (iv) It has taken all necessary corporate and other actions under applicable laws and its constitutional documents to authorize the execution, delivery and performance laws and its Agreement;
  - (v) It is eligible to conduct the Services and its business and it has obtained all licenses, approvals, permissions and registrations as may be required under the applicable laws.

## 8. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

- (i) represent itself/himself as being directly or indirectly associated with the Company and/or its affiliates;
- (ii) use any confidential/price sensitive information obtained by it/him during its/his engagement with the Company for detailing in securities of the Company; and
- (iii) use the trade name and trademarks of the Company, or any trade name or trademarks, which may be considered to be similar thereto, without the prior written permission of the Company or publish any cause to be published any statement or endorsement of the Company or any practice, which might mislead or deceive any parties or approve advertising or any practice, which might be detrimental to the trade name, trademarks, goodwill or reputation of the Company and its affiliates.

### 7.3. After the termination of services of any Resource or termination of this Agreement, the

Service Provider shall not, and shall cause the Resources to not:

be entitled to such Fees under this Agreement, only up to the period until the date of issuance of the Default Notice by the Company to the Service Provider, subject to set-off and counter claims, if any, and no other fees, charges, or damages shall be payable by the Company to the Service Provider.

Agreement shall terminate; and (ii) the Company shall pay all the outstanding fees to the Service Provider within thirty (30) business days of the termination of this Agreement, subject to subject to set-off and counter claims, if any.

Clause 6.3 and Clause 6.4 above, (i) all Services being provided to the Company under this Agreement shall terminate; and (ii) the Company shall pay all the outstanding fees to the Service Provider within thirty (30) business days of the termination of this Agreement, subject to set-off and counter claims, if any.

## 7.4. EFFECT OF TERMINATION



9.2. The Service Provider shall, and shall cause the Resources to, hold the Confidential Information in confidence and shall not disclose or attempt to disclose the same to third party(ies) without regard to duration of time. It is clarified that the Service Provider shall ensure that the Resources comply with their confidentiality obligations hereunder, and the

For the purposes of this Agreement, the term "Confidential Information" shall mean any information (in any medium whatsoever) disclosed by the Company to the Service Provider (whether prior to or after the effective date of this Agreement), or any information to which (whether prior to or after the effective date of this Agreement) the Service Provider has access or possesses for rendering the Services under this Agreement, and (ii) this Agreement and the contents thereof.

## **COUNCIL ENTHALITY COVENANTS**

Each of the representations and warranties as stated above and other provisions of this Agreement shall be true and correct as of the Effective Date, and shall continue to be true and correct during the term of this Agreement.

(xiii) Services in accordance with the provisions of this Agreement and to carry out the services intended and compatible with the Service Provider's objectives; and

(xiv) The Resources to be deployed for the Services will be fit for the purpose for which they are intended and to be deployed for the Services to be fit for the purpose for which the Resources assigned to the Company under this Agreement shall not be construed as employees of the Company, and the Service Provider (and not the Company) shall be solely responsible for paying salaries, wages and/or other compensation to the Resources, including employee welfare benefits, and for making any or all statutory contributions as required in relation to the Resources, within the timelines prescribed under applicable laws.

(xv) The Resources assigned to the Company under this Agreement shall not be construed as employees of the Company, and the Service Provider (and not the Company) shall be solely responsible for paying salaries, wages and/or other compensation to the Resources, including employee welfare benefits, and for making any or all statutory contributions as required in relation to the Resources, within the timelines prescribed under applicable laws.

(xi) There are no actions, suits or proceedings or investigations pending or threatened against it before any court or judicial or quasi-judicial or other authority, the outcome of which may affect the timely execution of carrying out the Services.

(xii) The Services will be rendered in accordance with the instructions, specifications, procedures, standards, guidelines, timelines as specified in the Scope of Work, this Agreement and as may be specified by the Company from time to time;

(xiii) The Resources to be deployed by the Service Provider with the Company for the Services are of the age 18 (eighteen) years or above, and have the requisite qualification, know-how, skill, capability, resources, and experience to carry out the services in accordance with the provisions of this Agreement and to the satisfaction of the Company;

(vii) It has read and agrees to comply with the vendor code of conduct, shared by Company;  
 (viii) It has access certificates for all the resources to be deployed at the Company;  
 (ix) The Service Provider and Resources shall follow all safety regulations and procedures as per applicable law and as may be specified by the Company;  
 (x) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) It will comply with all applicable laws in relation to the Services contemplated under this Agreement;

(vi) (specifically including labor legislation) for performing the Services contemplated under this Agreement;

(vii) It will comply with all applicable laws in relation to the Resources and conduct of Services, including the Contract Labour (Regulation and Abolition) Act, 1970 and the Minimum Wages Act, 1948;

(viii) It has obtained medical fitness certificates for all the Resources to be deployed at the Company;

(0)

Attention: Mr. Arun K. Singh  
Address: 304, 3rd Floor, Nayati Millennium, Viman Nagar, Pune - 411014, Maharashtra  
Email: A.K.Singh@ihms.co.in  
Phone: +91203091415

If to the Service Provider:

11.1. All notices, applications, requests, approvals, consents and waivers given under or in connection with this Agreement shall be in writing and shall be deemed properly given if delivered by (i) hand; (ii) certified e-mail; (iii) commercial courier or messenger service; or (iv) facsimile.

III. NOTICES

10.1. Notwithstanding anything to the contrary contained herein, the Service Provider hereby agrees to indemnify, keep indemnified and hold the Company and each of its directors, employees, agents and representatives harmless from and against all losses (including any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss) incurred or suffered by the Company and each of its directors, officers, employees, agents and representatives in any manner relating to (i) breach of any representation or warranty in respect of the Service Provider set forth in this Agreement; (ii) breach of the obligations and/or covenants of the Service Provider under this Agreement; and (iii) third party claims, losses and/or damage to property of any party arising due to or in connection with any negligence of the Service Provider.

#### 10. INDENTIFICATION

9.7. The Service Provider acknowledge injury may result if the provisions of this Clause 9 are breached and that in the event of any actual or potential breach of any provisions of this Clause 9, the Company shall be entitled to seek immediate temporary and/or permanent injunctive relief, specific performance or any other equitable or legal remedy or relief that may be available to it.

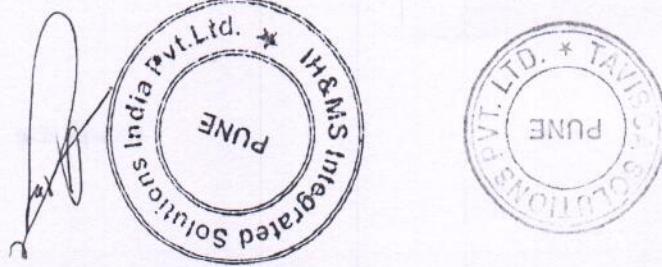
9.6. The Service Provider shall immediately upon receipt of a written request, promptly return to the Company or destroy, any or all Confidential Information (including all copies thereof), as per instructions of the Company.

9.5. The Service Provider shall use utmost care to prevent the unauthorized use, dissemination or publication of the Confidential Information.

9.4. The Service Provider shall not take any advantage of or obtain any benefit, right or privilege for itself or for any third party that would not have been available but for its having access to the Confidential Information.

9.3. The Service Provider acknowledges that Confidential Information of the Company is and will remain the sole proprietary of the Company (whether as owner or licensee thereof) and the Service Provider and Resources will not use or disclose any Confidential Information or any thing related thereto to any party.

Service Provider shall be absolutely liable for any breach of confidentiality obligations committed by the Resourcer.



- 12.2.1. If a dispute, difference, claim or controversy arises in connection with the interpretation or implementation of this Agreement, each party shall attempt in the first instance to resolve such Dispute through friendly consultations.
- 12.2.2. If the Dispute is not resolved through friendly consultations within 30 (thirty) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then either Party may invoke this arbitration clause by giving a notice to the other Party. If the Dispute shall then be referred to and finally resolved by arbitration in accordance with the succeeded provisions of Clause 12.2 of this Agreement.
- 12.2.3. If the Dispute is not resolved as aforesaid then such Dispute shall be referred to arbitration before sole arbitrator to be appointed mutually by the Parties.
- 12.2.4. The arbitration proceedings shall be conducted as per the provisions of the (Indian Arbitration and Conciliation Act, 1996 (as amended from time to time). The seal of the arbitration proceedings shall be Puné, Maharashtra.
- 12.2.5. All arbitration proceedings shall be conducted in the English language. The sole arbitrator shall decide any Dispute strictly in accordance with the governing law specified in Clause 12.1 of this Agreement. Any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

## 12.2. Dispute Resolution

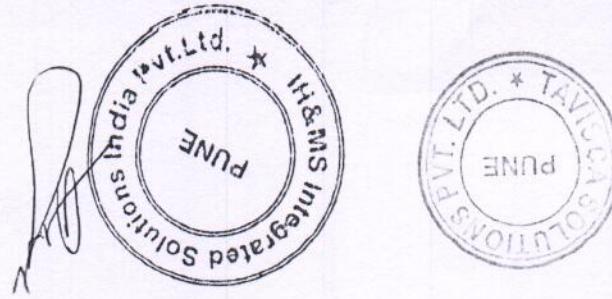
- 12.1. The validity, interpretation and implementation of this Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of Clause 12.2 of this Agreement, the Courts at Pune, Maharashtra shall have the exclusive jurisdiction to deal with all matters arising out of this Agreement.

- 11.3. Either Party may change the above address to which the notices have to be sent under this Clause 11 with a prior written notice to the other Party.

- 11.2. Any notices or written communication under this Agreement shall be deemed to be delivered on the occurrence of any of the following: (i) if hand delivered, when actually delivered; (ii) if sent by certified e-mail, with receipt confirmed; (iii) if sent by commercial courier or messenger service; 5 (five) days after mailing, unless the declaration is of particular relevance and unless the addressee proves that it has not received the notice; and (iv) if sent by facsimile, with receipt confirmed.

Attention: Mr. Bharat Garg  
Address: 7th Flr, B Block, Wifikfeld IT Park, Viman Nagar, Pune 411014  
Email: [legal@traviscा.com](mailto:legal@traviscा.com) / [admin@traviscा.com](mailto:admin@traviscा.com)

If to the Company:



13.6. **Severability.** If any provision or part of a provision of this Agreement is declared invalid or unenforceable under the substantive laws of India, then such provision shall be deemed deleted from this Agreement. The Parties shall however endeavor to reach an agreement for the replacement of such a deleted provision within a reasonable period. All other provisions of this Agreement shall remain in force.

13.5. **Costs.** Each Party shall bear all its costs, expenses, taxes, duties that may be incurred in connection with the preparation, negotiation and execution of this Agreement.

13.4. **No Partnership or Agency.** Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency or joint venture between the Parties hereto and none of the Parties hereto shall have any authority to bind, commit or make any representations on behalf of the other Party hereto.

13.3. **Assignment.** No Party shall assign or subcontract its interests or obligations under this Agreement without prior written consent of the other Party and unless the consent states otherwise, the Parties shall remain legally obliged, jointly and severally, with the permitted assignment for the performance of this Agreement.

13.2. **Waiver.** No waiver of a default or other non-performance or consent shall be valid unless set forth in writing and signed by the authorized representatives of the Party making the waiver or giving the consent. Any such waiver shall however be applicable solely to that particular default and shall not be a continuing waiver nor shall it excuse any later default or non-performance, and any such consent or non-performance shall be applicable solely to the particular situation for which the consent was granted. No failure or delay by any Party in exercising any right under this Agreement shall operate as or be deemed to be a waiver of or limitation on any such right or an implied consent, and no single or partial exercise of any right shall preclude any other or further exercise of that right or the exercise of any other such right under this Agreement.

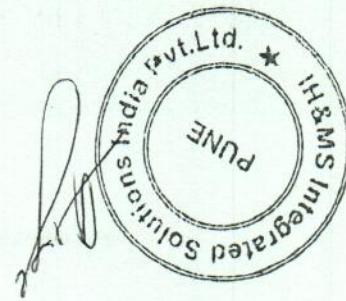
13.1. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the Parties, related to the subject matter of this Agreement.

### 13. MISCELLANEOUS

12.2.8. **When any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.**

12.2.7. **Unless the sole arbitrator otherwise provides, the costs and expenses of the arbitration, including, the fees of the arbitrator and the sole arbitrator, shall be borne equally by the Parties. Further, each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the sole arbitrator. The sole arbitrator shall have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.**

12.2.6. **The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement. Any award made by the sole arbitrator shall be final and binding on each of the Parties to the Dispute.**



13.9. **Force Majure.** Upon occurrence of a Force Majure Event, the Service Provider will use reasonable efforts to provide the Services to the maximum extent possible in the given circumstances. The terms of this Agreement shall continue to prevail during the period for Force Majure Event if it is for a period of 15 (fifteen) days or less. If the Force Majure Event continues beyond a period of 15 (fifteen) days, the Services shall be provided on specific mutually agreeable terms and conditions including demobilization costs. The Parties shall promptly examine the consequences of the Force Majure Event and try to find a way to resume the performance of the Agreement within a commercially reasonable time.

For the purpose of this Agreement, "Force Majure Event" shall mean such an event that is beyond the control of the affected Party, the occurrence of which could not be reasonably expected by the affected Party and the effect of which could not be reasonably overcome by the affected Party and includes events of war, armed conflict, invasion, hostilities, rebellion, revolution, civil war, riot, insurrection, natural disasters but does not include strikes, lock out, shortages of labour, labour troubles, or any other industrial disturbances.

13.10. **Amendments.** This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties.

13.11. **Counterparts.** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of an executed counterpart via facsimile or electronic mail in portable document format (.pdf) shall constitute delivery of an originally signed counterpart hereto.

13.12. **Survival.** The expiry or termination of this Agreement shall in no event terminate or attributable to events or circumstances occurring prior to such termination which by its nature is intended to survive termination, including the provisions of Clause 1.7, Clause 7 (Effect of Termination), Clause 8 (Service Provider's Representations

13.7. **Liquidatable Remedies.** The Service Provider understands that any breach of the provisions of this Agreement will cause immediate irreparable harm to the Company for which any compensation payable in damages shall not be an adequate remedy. Accordingly, it agrees that the Company shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a court of competent jurisdiction in the event of any such breach or threatened breach on its part.

13.8. **Covenants Reasonable.** The Service Provider agrees that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Company. If any such covenant is held to be unenforceable against the other party then the provisions of this Agreement shall not be rendered void but shall be deemed amended as to scope, duration or area as may be necessary to make such covenant enforceable. Alternatively, if any covenant is held to be unenforceable and such covenant cannot be amended to make it enforceable then such finding shall not affect the enforceability of any other covenant under this Agreement.

or unenforceability adversely affects the underlying intent of this Agreement.



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and Warranties), Clause 9 (Confidentiality Covenants), Clause 10 (Indemnification), Clause 11 (Notices), Clause 12 (Governing Law and Dispute Resolution), and this Clause 13 (Miscellaneous).



COO

Mr. Bharat Garg

Managing Director

Mr. Arun K. Singh

Authorized Signatory

H&MS Integrated Solutions India Pvt Ltd  
Taviscas Solutions Private Limited

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.



- Overall housekeeping team is responsible for Company premises clean and upkeep.
- Report to the supervisor designated by the Company in the event of any major/minor breakdown which would adversely impact Company's business operations.
- Co-ordinate for material procurement which is required time to perform house-keeping services and equipment's.
- Daily round with Company's admin personnel for the building inspection and modification of systems/procedures if required to change.
- Ensure all safety guidelines/requirements are met by team members.
- Analyze/recommend solutions on complaint analysis.
- Review all check lists on a daily basis to ensure smooth operations.
- Periodically check/mand checklists, operation steps, and material consumption analysis.
- Training the housekeeping staff regarding adherence to personal & site hygiene standards.
- Developing customized deployment schedules and defining the responsibilities and the areas of operations for each and every requirement.
- Delegating responsibilities to and monitoring the supervisors.
- Conducting internal inspections to improve the overall services.
- Ensuring that the entire premise is hygienically maintained by way of adhering to good housekeeping standards.
- Ensuring that the response time is maintained for all requests/complaints.
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- The housekeeping supervisors would be deployed in shifts, however to maintain the desired level of cleanliness and hygiene the actual deployment would be re-scheduled. Back up of resources would be made available by the housekeeping team as and when required, so that the operations are not adversely affected.
- Reporting to the administration team/manager of the Company and execute all housekeeping jobs as per the schedule.
- Providing training to the cleaning staff on the usage of the equipment, tools and consumables.
- Maintaining all environmental activities during his shift including for scrap and waste disposal.

#### **Supervisor's Responsibilities**

- The housekeeping supervisors would be deployed in shifts, however to maintain the desired level of cleanliness and hygiene the actual deployment would be re-scheduled. Back up of resources would be made available by the housekeeping team as and when required, so that the operations are not adversely affected.
- Reporting to the administration team/manager of the Company and execute all housekeeping jobs as per the schedule.
- Providing training to the cleaning staff on the usage of the equipment, tools and consumables.
- Maintaining all environmental activities during his shift including for scrap and waste disposal.

#### **Housekeeping Supervisors**

- Overall housekeeping team is responsible for Company premises clean and upkeep.
- Report to the supervisor designated by the Company in the event of any major/minor breakdown which would adversely impact Company's business operations.
- Co-ordinate for material procurement which is required time to perform house-keeping services and equipment's.
- Daily round with Company's admin personnel for the building inspection and modification of systems/procedures if required to change.
- Ensure all safety guidelines/requirements are met by team members.
- Analyze/recommend solutions on complaint analysis.
- Review all check lists on a daily basis to ensure smooth operations.
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- Delegating responsibilities to the cleaning staff. They shall also ensure that the same is carried out as per schedule.
- Maintaining all checklists and other records.
- Keeping track of all consumables, materials, equipment and providing sufficient data to the deployment unit as per requirement at site. Following are the responsibilities of the housekeeping team:
- Shall take instructions from the supervisor on duty & maintain their respective areas as per the schedules.
- Shall work in co-ordination with other housekeeping staffs.
- Shall maintain personal hygiene. (Clean shaved, Shoes polished, Nail and hair cut etc)
- Shall comply with all the safe work practices.
- The job responsibilities for this category of services can be elaborated under different operational parameters viz; daily basis, weekly basis etc. Following are the routine and preventive work schedule to be executed by the housekeeping work force.
- The more active and visible zone viz. main reception & elevator lobby, common lobbies, office area, washrooms would be cleaned once before start of working hours and periodically thereafter.
- All furniture in the office area, glazed panels, partitions and wall panels in the common area would be cleaned every day. Through maintenance of these areas will be followed by the preventive/special maintenance schedule introduced by the Service Provider.
- All the washrooms would be cleaned as per schedule displayed in the washroom (considering the traffic movement), and the routine and preventive checklist will be introduced to monitor the hygiene level.
- All door mats provided in the reception, service passage, entire premises will be thoroughly cleaned on daily basis.
- Dustbins will be emptied regularly (As per daily schedule and regular intervals that is applicable).
- The housekeeping team would be assisting in the operation of cleaning utility areas viz. electrical-mechanical distribution panels, UPS/Server rooms in the presence of respective machine operators/supervisors to ensure the safety of the equipment and system. However, this cleaning would involve only sweeping of the floor, removal of dust/cobwebs, dusting of doors and walls etc. Dedicated skilled technicians / AMC vendors will maintain the equipment and system.

#### Lines of Action for housekeeping services

- Housekeeping staff
- Delegating staff
- Deployment of housekeeping staff would be deployed from 0700 hours to 2300 hours. However, the deployment would be re-scheduled as per requirement at site. Following are the responsibilities of the housekeeping team:
- Shall take instructions from the supervisor on duty & maintain their respective areas as per the schedules.
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- Good housekeeping is important in any work area to reduce hazards and potential for incidental exposure to materials. A clean, well-maintained work area also improves efficiency of work in the space. Many of the housekeeping tips below are common sense. It is suggested a cleaning routine be established for the studio area, with daily pick-up, and thorough cleaning once a week.
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#### Housekeeping: Standard Procedures

- (a) Acids corrode metal. To use acid cleaners only on porcelain toilet bowls.
- (b) Not to mix acids with bleach. This creates chlorine gas that is harmful to humans.
- (c) To use mild acid cleaners only when it is difficult to remove some stains from the surfaces.
- (d) Acid cleaners are very dangerous - always protect the human body by wearing gloves.
- (e) To clean the toilet first and then use a disinfectant.
- (f) To use a mild cleaner for toilet maintenance.
- (g) Following are some of the guidelines of safe working practices in the toilets:
- This needs to be strictly followed and monitored by Service Provider's supervisors:
- Following are some of the guidelines of safe working practices in the toilets:
- Follows equipment's for toilet cleaning, vacuuming of floor and carpet areas etc. would be used as per the site condition/requirement.
- Various equipments for toilet cleaning, vacuuming of floor and carpet areas etc. would be used follow all the safety norms for using these products.
- Most non-acid toilet cleaners are relatively safe to use, and have only a small impact on the environment. Disinfectants require a bit more care, but are still fairly safe. Housekeeping will follow all the safety norms for using these products.
- Housekeeping will only use those chemicals which are safe to use and as produced and suggested by location admin, and ensures that the housekeepers always wear gloves while working.
- Housekeeping will only use those chemicals which are safe to use and as produced and suggested by location admin, and ensures that the housekeepers always wear gloves while working.
- Housekeeping has standard operating procedures for maintaining work places, toilets and washrooms. Latest accessories would be introduced at the site for executing housekeeping services. Following are certain guidelines to maintain hygiene and safety standards in the workplace while executing cleaning and janitorial services:
- Housekeeping will only use those chemicals which are safe to use and as produced and suggested by location admin, and ensures that the housekeepers always wear gloves while working.

#### I. Uptick - Housekeeping and Toilet Cleaning Procedures

##### Standard procedure of operations:-

- carpet deep shampoo to be done monthly and tile scrubbing to be done once in a week at no extra cost to Company.
- terrace wet mopping will be done daily in regular intervals and rubbing / spotless deep cleaning will be done on weekends.
- part of regular activity. This to be done during weekend's deep cleaning activity and scheduled to be published accordingly.

SL.NO	ACTIVITY	STATUS	REMARKS
<b>Work station</b>			
1	Table top		
2	Cubbards		
3	W/s side partition		
4	Chairs		
5	Dustbins		
1	Rest room - men's		
1	Urinal tubs		
2	W/c commode		
3	W/c seat/covers		
4	Washtbasin		
5	Mirror		
6	Wall tiles		
7	Floor tiles		
8	Doors		
1	Rest room - women's		
1	W/c Commode		

#### 5. Checklists

Any problem is expected to be reported in office premises and the supervisor deployed by the Service Provider's is expected to inform immediately to administrative head of the Company and his counter parts immediately.

#### 4. Reporting methodology:

Paper waste collected from the paper waste bins will be shredded and other waste will be disposed to the designated place as per standard practice.

1. Paper waste; and
  2. Any other waste.
- Ensure that all wastes are appropriately handled and strive to recycle waste. Housekeeping will follow the standard procedure established by Company, according to which waste is categorized as under:

#### 3. Waste Management Services