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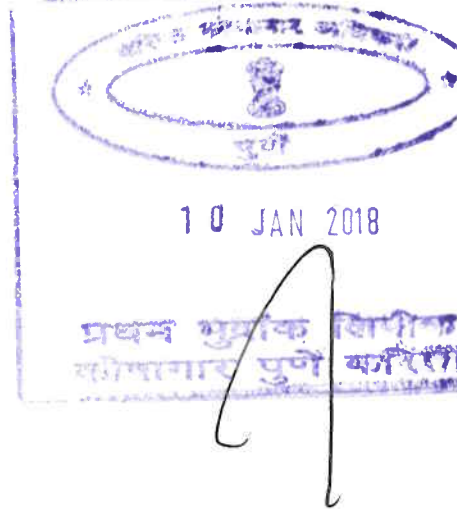


महाराष्ट्र MAHARASHTRA

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 अनु.क्र. दि. म.श.रकम.५००
 प्रकाश प्रकार
 हस्त नोंदणी करणार आहेत का ? होय/नाही.
 मिल्कतीचे वर्णन
 मुद्रांक विकत घेणाऱ्याचे नांव
 पत्ता
 देणाऱ्या पक्षकाराचे नांव
 हस्त ध्यक्तीचे नांव व पत्ता
 SANGIETAA LOKANDE
 SERVICE PROVIDER AGREEMENT



THIS AGREEMENT ("Agreement") made on this 15th day of January, 2018.

BETWEEN

Bajaj Allianz General Insurance Company Limited, a company incorporated under the Companies Act, 1956 and having its Head Office at GE Plaza, Airport Road, Yerwada, Pune 411006 (hereinafter referred to as the 'BAGIC' and/ or 'Company' which expression shall unless it be repugnant to the subject or context, includes its successors-in-interest and permitted assigns)
OF THE ONE PART.

AND

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International House Keeping
 & Maintenance Services

Authorised Signatory

Mr. Arun Kumar Singh S/o Mr. Deonath Singh, Aged about 42 years, doing business in the sole proprietorship name and style of **M/s International Housekeeping & Maintenance Services** having its office at E/3/9 E-Block, 1ST Floor, Sainik Market, Main Road Ranchi-jharkhand-834001 (hereinafter called "**IHMS**", which expression shall unless it be repugnant to the subject or context, includes his legal heirs, executors, administrators, and permitted assigns) **OF THE OTHER PART**,

WHEREAS BIAZ is duly authorized by the Insurance Development and Regulatory Authority of India ("**IRDA**") to undertake the business of General Insurance in India

WHEREAS the IHMS is carrying on the business of providing to several companies housekeeping, miscellaneous and other allied services, and for that purpose has adequate resources and the said IHMS approached the Company offering to provide the services described in Annexure-A attached hereto,

WHEREAS, the IHMS has represented to the Company that the IHMS has the requisite experience, expertise, resources and abilities to provide **housekeeping services** to the satisfaction of the Company and has approached the Company with an offer to provide housekeeping services (Hereinafter known as "Services") to the Company at its various locations as per Annexure A enclosed and further to deploy and implement all necessary and expedient measures with a view to afford and ensure the house keeping of the said premises

WHEREAS, the Company has, relying on the aforesaid representations of the IHMS accepted the said offer made by the IHMS.

WHEREAS, the parties are desirous of reducing the terms and conditions of the Agreement in writing which are as follow:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

A. DATE OF COMMENCEMENT:

- 1) This Agreement shall come into force with effect from 21st January, 2018 and shall remain in force for a period of **12** months.

B. UNIT STRENGTH:

- 2) The IHMS agrees to deploy sufficient personnel to effectively provide the services under this Agreement in accordance with the terms of **Annexure -A** and the IHMS agrees and undertakes that IHMS shall be fully responsible to provide all services as set out herein in **Annexure-A** of this Agreement at the premises mentioned above during the operative period of this Agreement and the unit strength shall however be reviewed and if necessary revised by the Company from time to time depending upon the exigencies of the situation, and such changes recommended by the Company shall be binding on the IHMS.
- 3) For the purpose of providing the said services, the IHMS shall provide the services of trained staff employed by it, who shall be on duty at office premise of the company at such **place as mentioned in the Annexure C** [hereinafter referred to as "the Premises" or as specified by the Company from time to time.



C. TERMS OF PAYMENT:

- 4) For every completed month during which the IHMS satisfactorily provides the services mentioned in **Annexure-A**, the Company will pay to the IHMS the service charges as detailed in **Annexure-B** attached hereto. IHMS shall submit the monthly bills or invoices to the Company in this regard for each month. All properly submitted bills for satisfactorily provided services shall be paid within fifteen days of its receipt by the Company. However, in the event of any delay, no interest or late payment charges shall be payable by the Company. In addition to service charges mentioned in Annexure – B the Goods and Service Tax (GST), if payable, as well as increase in the applicable GST shall be reimbursed by company to the IHMS, subject to the condition that the IHMS has to raise the invoice and bills in this regard as prescribed by Law. However, any other taxes, if any, such as Tax Deductible at source or other direct taxes etc., shall be born by IHMS. The IHMS shall have to raise and submit the invoice and bills on or before 5th of every month otherwise a penalty of 1% will be deducted from total bill amount. The bills have to be enclosed with the necessary PF/ESIC Challans every month. The Company prior to making the payments shall deduct income tax at source. The expenses towards the consumables, procured by the IHMS, shall be from the vendors of the IHMS, the payment for which will be made by the Company under cost- basis invoices raised by the IHMS, provided the said cost is pre-approved by Company. It is agreed that no advance payment shall be made to IHMS towards cost of services or service charges.

D. BILLING & PAYMENT:

- 5) a) The IHMS shall have to raise and submit the invoice and bills on the 5th of every month otherwise a penalty of 1% of Service fees will be deducted from total bill amount. The bills have to be enclosed with the necessary PF/ESIC duly stamped Challans every month. The payments under this clause are subject to Penalties as mentioned in this Agreement and as shown in Annexure-E herewith. The IHMS shall raise monthly invoices/bill for Service fees and send the same to BAGIC for payment, giving supporting details as may be requested by BAGIC from time to time. Provided that in case this Agreement is with retrospective effect then for any fees, if any, for period prior to the execution of this Agreement, though this Agreement is executed with effective date of commencement with retrospective date, same shall not create any vested rights on IHMS to claim fees for such retrospective period nor create any binding obligation on BAGIC unless and until BAGIC further specifically agrees to the payment of fees for such retrospective period and such fees for retrospective period [even if retrospective period is mentioned in this agreement] shall not be payable by BAGIC if not specifically agreed to by BAGIC. Provided further if this Agreement is terminated due to any of the reasons mentioned in this Agreement [before expiry/extended period of this Agreement] then onwards no fees is payable by BAGIC to IHMS. The monthly Invoice/bill of such costs of services and Service charges shall be compulsorily accompanied by Indemnity cum Declaration as per Annexure F of this agreement.
- b) IHMS shall raise monthly invoices/bill in the prescribed format for claiming the fees mentioned in clause 4) hereinabove and such invoices of IHMS shall be agreeable to by BAGIC. In the event BAGIC raises a dispute on any matter covered in the monthly invoice, IHMS shall immediately rectify the mistake and re-submit a fresh corrected invoice which shall also be acceptable to BAGIC and only upon such acceptance the fees will be payable. In addition to fees payable to IHMS as per Clause 4) hereinabove BAGIC will reimburse the applicable Goods and Service Tax as per Central/State Laws, Rules or guidelines [CGST/IGST/SGST/UTGST] if payable, subject to the following conditions:



- (i) The invoice for fees and CGST/IGST/SGST/UTGST and chess thereon, if any, shall be included in the same prescribed invoice within the prescribed time limit. Any claim or request of IHMS for payment of CGST/IGST/SGST/UTGST separately/independent of the fees payable under this agreement shall not be entertained by BAGIC.
 - (ii) That IHMS has to raise the monthly invoices and bills in the prescribed format addressed to BAGIC with respective State/Union Territory GST number of BAGIC,
 - (iii) The IHMS shall duly following procedure/guidelines prescribed by CGST/IGST /SGST/UTGST Laws as to place of supplier of services, place of providing the supply of services, place of recipient of supply of services etc., and or import/export of supply of services and such other requirements, as is required under CGST/IGST/SGST/UTGST Laws either for the purpose of ascertaining the intra-state transactions or inter-state transactions and for such other requirements as is required by CGST/IGST/SGST/UTGST Laws or other applicable Laws.
 - (iv) The IHMS shall duly register applicable CGST/IGST/SGST/UTGST Laws, including registering under respective state and or submitting the prescribed invoices along with CGST/IGST/SGST/UTGST registration details of IHMS and copies of such CGST/IGST/SGST/UTGST registration documents to our concerned offices in the respective states and also comply with all other applicable provisions of GST Laws/Tax Laws, from time to time, failing which no CGST/IGST/SGST/UTGST shall be payable by BAGIC and also the fees payable along with applicable CGST/IGST/SGST/UTGST shall be kept on hold as may be appropriate at the discretion of BAGIC and or as per applicable laws.
 - (v) However, any other taxes [other than CGST/IGST/SGST/UTGST] including Income Tax, if any, such as Tax Deductible at Source [TDS] etc., shall be sole responsibility and liability of IHMS and such TDS shall be deducted by BAGIC at source as per the applicable rates for such TDS.
 - (vi) If the IHMS is not registered under applicable CGST/IGST/SGST/UTGST Laws, then for such entire unregistered period no CGST/IGST/SGST/UTGST shall be payable by BAGIC to the IHMS and also due to any of the applicable CGST/IGST/SGST /UTGST Laws, if BAGIC has to directly deposit the CGST/IGST/ SGST/UTGST with government then same shall not be payable by BAGIC to IHMS, even if he is duly registered under CGST/IGST/SGST/UTGST Laws.
 - (vii) The Service tax, if applicable, for the fees payable prior to the effective date of CGST/IGST/SGST/UTGST, will be paid for that particular period provided specific details of such period and details of Service tax are duly mentioned with fully details in the invoice. If Service Tax is paid then no CGST/IGST/SGST/UTGST is payable by BAGIC for that particular period.”
- c) If and to the extent that IHMS's costs are increased by increase in minimum wages, or in the cost of labour or in the cost of insurance or by changes in law, which have effect after the effective Date, then the rates agreed in Annexure B will remain same unless the company agrees to increase the same proportionately.

E. COMPLIANCE WITH VARIOUS STATUTES AND REGULATIONS:

- 6) (a) The IHMS agrees and warrants that it will ensure that the requirements in respect of the relevant statutory enactments as may be applicable to the provision of services under this Agreement and as may be applicable to it and its Personnel are complied with and it shall not be the responsibility of the Company of whatsoever nature in this regard and also ensure to comply all the compliance mentioned under various laws under Annexure D and also maintain all the Registers mentioned under various laws in Annexure D and also make arrangement of producing all such registers mentioned in Annexure D if BJAZ requires to inspect or investigate such registers.
- (b) The IHMS required to ensure to have all the documents mentioned in Annexure D for compiling some of major statutory compliances and also ensure to have all other documents required by applicable laws.



(c) The IHMS also agrees that it shall be its exclusive responsibility to observe and comply with all the laws, rules, enactments and guidelines including without limitation, Contract Labour (Regulation & Abolition) Act (if applicable), Industrial Disputes Act, Minimum Wages Act, Payment of Bonus Act, Employees Provident Funds Act, Employees State Insurance Act and all other applicable law which are in force from time to time or which may come into force in future, as may be applicable to it and its Personnel who are deployed at the various premises mentioned in Annexure-C.

F. EMPLOYEE RELATION & INDEMNITY

- 7) The IHMS shall ensure that it deploys only trained and competent employees employed by it and shall provide such employees, at its own costs, with such equipment, uniforms, and other paraphernalia as may be considered necessary for providing the services. The IHMS shall ensure that all its staff shall be in Uniform at all times during the duty hours. The IHMS shall also ensure that its employees deployed at the premises are not suffering from any chronic or contagious disease. In the event the medical examination of any of the IHMS's employees indicates that he is medically unfit the IHMS shall immediately remove/withdraw and replace such employee and provide with a replacement acceptable to the Company.
- 8) The IHMS should provide the manpower as required by the company as mentioned in Annexure E and also required to provide manpower with such designation, qualification and experience as required by BJAZ and as mentioned in Annexure E and for non compliance of the same the IHMS require to pay compensation as mentioned in Annexure E.
- 9) In order to enable the Company to maintain full control from security point of view on the persons visiting the Company's premises, the IHMS shall furnish to the Company, within seven days from the commencement of this Agreement (or within seven days from any additional staff/ replacement staff is deployed) Personal Data Sheet in respect of the persons who are deployed / proposed to be deployed at the premises. The Personal Data Sheet will *inter alia* indicate the following:
 - Name of the person
 - Age of the person
 - Residential Address
 - Permanent Address
 - Educational Qualification
 - Recent Passport size photograph (for identification)
 - Any other details as may be specified by the Company.
- 10) As and when the contract employees are deployed by IHMS to the company, it shall give a written document/s to the Company as to the details of contract employees deployed by IHMS and agreeing to the fees mentioned in this agreement. Further, the IHMS shall also issue, such documents, as is required under any law.
- 11) The IHMS confirms that it is an independent contractor and all persons employed or engaged by it are at its own costs and expenses to carry out the agreed work under this Agreement are the employees of the IHMS. It is specifically understood that the Company shall not have any employee-employer relationship with any person deployed or employed by the IHMS. The IHMS shall be solely and exclusively liable for making all payments to its employees including wages and other legal dues and such employees shall have no rights to claim the same from the Company at any time. The IHMS shall hold harmless and effectively indemnified the Company against any such claim made by any person against the Company at any time.
- 12) The IHMS shall ensure that its employees, while on the premises of the Company or while carrying out their obligations under this Agreement observe proper standards of cleanliness,



decorum, safety and general discipline laid down by the Company or its authorized officers from time to time.

- 13) The IHMS shall supervise and for this purpose deploy sufficient supervisory personnel exclusively to supervise the work of its employees so as to ensure better services rendered under this Agreement is carried out to the entire satisfaction of the Company. The IHMS shall ensure that there shall be a monthly visit of the supervisors to the locations, mentioned in Annexure C, to ensure that services under this agreement are provided in the compliance of the provisions of agreement.
- 14) The IHMS shall ensure that none of its employees will remain on the Company's premises after completion of his/her fixed timings or on completion of his/her work.
- 15) The IHMS shall be solely responsible and liable for payment of salaries, wages and other legal dues of its employees who are employed by it for the purpose of carrying out the work assigned under this Agreement and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to it or its employees. The IHMS's employees shall always be under its direct control or supervision and the IHMS shall be free to transfer its staff in accordance with the IHMS's need provided that sufficient numbers of staff are deployed for rendering satisfactory services for the fulfillment of the IHMS's obligations under this Agreement.
- 16) The IHMS shall not use the name of the Company in any manner either for tying up credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities, or obligations of the IHMS and/or its employees.
- 17) The IHMS shall be fully responsible for the diligent performance of duties by its employees and for their conduct and behavior.
- 18) The IHMS agree and undertake that itself and its employees deployed to the premises of the company shall hold all information, data, material, instructions, communications, the terms and conditions of business and any and all information of Company as strictly confidential, whether received in writing or oral form, from the Company by IHMS. The IHMS shall ensure that all employees of IHMS are also bound by these terms and conditions. The breach of this clause shall be construed as a material breach and Company may, without prejudice to any other rights that it may have including bringing an action in the nature of injunctive relief, terminate this Agreement forthwith in case of breach on the part of IHMS . IHMS also agree:
 - (i) To maintain and use the confidential information only for the purposes of this Agreement and only as permitted herein;
 - (ii) To only make copies as specifically authorized by the prior written consent of Company and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) To restrict access and disclosure of confidential information to such of its employees, agents, and third parties on a "need to know" basis, and upon the execution of a written undertaking from such employees, agents, and third parties to maintain confidentiality of the confidential information disclosed to them in accordance with this Clause; and
 - (iv) To treat confidential information as confidential for a period of ten (10) years from the date of receipt. In the event of earlier termination of this Agreement, IHMS hereby



agrees to maintain the confidentiality of the confidential information for a further period of ten (10) years from the date of such termination.

IHMS agrees that any of Company's technical or business information that IHMS's employees or agents acquire while on Company premises, or through access to Company computer systems or databases while on or off Company premises, shall be deemed Confidential information. Further, the intellectual property rights of any software or programme developed by deployed employees, if any, shall become the property of company and no right shall vest either in IHMS or its deployed employees etc.,

All information provided by Company to IHMS shall, at all times, remain the sole and exclusive property of Company. Upon termination/expiry of this Agreement, confidential information shall be returned to Company or destroyed in accordance with the instructions of Company and evidence of such destruction provided to Company to its reasonable satisfaction. Company may at its sole option, witness the destruction.

- 19) The IHMS shall be solely responsible and liable for any injury sustained by its personnel and also for any loss of property or any damage caused to the Company by the IHMS and or its employees arising out of the performance of the obligations under this Agreement and shall effectively indemnify and hold harmless the Company in respect thereof (including against third party liability).
- 20) The IHMS shall at its own cost provide suitable uniforms to its employees and shall ensure their proper maintenance so as to provide its services through persons who are wearing clean attire, who are well behaved, and generally presentable. IHMS shall ensure that all its deployed employees shall be in uniform all the time.
- 21) The IHMS shall be solely responsible for making its own arrangements to monitor the attendance of their employees at the aforesaid location and performance of their duties.
- 22) The IHMS shall report to the Company's authorized officers regarding any abnormal event or matter occurring during the period of duty. In such a case, the IHMS's personnel shall not leave the said premises until after such report has been made and information to leave has been granted by the authorized officers of the Company.
- 23) The IHMS do hereby agree and undertake that the services to be provided by it to the company are purely on contract basis for fixed service charges and hence, the employees of the IHMS shall at all times, be and remain the employees of the IHMS. Employees of the IHMS shall not have any right to claim employment under the Company, at any time, whether they have been assigned any work or not under the terms of this contract. The IHMS shall hold harmless and effectively indemnified the Company, from any claims of employment that the employees of the IHMS may make against the Company, including without limitation, any claims for benefits of employment.
- 24) Without prejudice to any other terms contained in this Agreement, the employees of the IHMS shall at all times, be and remain the employees of the IHMS. The IHMS shall be fully responsible for their wages, statutory payments and deductions there from and for all other dues payable to its employees. Employees of the IHMS shall not have any right to claim employment under the Company, at any time, whether they have been assigned any work or not under the terms of this Agreement. The IHMS shall hold harmless and effectively indemnify and keep indemnified the Company, from any claims of employment by the employees of the IHMS against the Company, including without limitation, any claims for benefits of employment and any claims, action or demands made against the Company by any person or authority arising from non-compliance by the IHMS with its statutory



- obligations (including those specified herein above). The indemnity provided herein shall also apply without any limitation to all costs, expenses, charges or damages that may be suffered by the Company. This clause shall survive the termination of this Agreement.
- 25) The IHMS shall also be responsible and liable for and shall indemnify BAGIC and keep BAGIC indemnified and safe and harmless at all times, against:
- (i) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misrepresentation, misfeasance, bad faith, and/or misconduct (including perpetration of, or aiding and abetting fraud), breach of this Agreement, disregard of its duties and obligations hereunder, service, act or omission of or by the IHMS and/or its employees;
 - (ii) Any theft, robbery, fraud or other wrongful act or omission by the IHMS and/or any of its Facility Staff.

The provisions of this Clause shall survive ten years post the termination or early determination of this Agreement.

- 26) Without prejudice to any other clause or term contained in this Agreement, all indemnification obligations of the IHMS under this Agreement shall survive the termination/expiry of this Agreement.
- 27) Without prejudice to the Company's other rights, the Company will be entitled to deduct from any compensation, security deposit or other dues payable to the IHMS, the amount payable by the Company as a consequence of any claims, demands, costs, charges and expenses arising out of any act or omission or contributory negligence, act or omission of the IHMS. The IHMS shall be solely responsible for death, injury or accident to its employees which may arise out of and in the course of their duties on the Company's property of premises and in the event Company is required to pay any damages/compensation in respect of such employees, the IHMS hereby agrees to pay/reimburse the Company for the same. The Company shall not be responsible or liable for any theft, loss, damage or destruction of any property of the IHMS or its employees lying in the Company's premises for any cause whatsoever. The IHMS shall be fully responsible for the acts or omission of the persons employed by it and shall indemnify and save harmless the Company from and against any and all the loss and expenses thereby caused. This clause shall survive the term and termination of this Agreement.
- 28) The IHMS shall not transfer, assign or otherwise convey this agreement and or all or part of its rights and obligations hereunder to any party except to their respective successors in interest. However, the Company reserves its right to assign its rights and duties under this agreement to its group companies/sister concerns. Provided further, by intimation to IHMS, the Company can send the deployed contract employees to any of its sister concerns or group companies and immediately after receipt of such intimation and effective from such intimation date, IHMS shall recognize such transferee group company or sister concern as the company to whom the contract employees are deployed and accordingly Company shall not be liable or responsible to pay any amount for such contract employee assigned to group company or sister concern, as above. Further the IHMS shall also give in writing about the company seizing to be principal employer.
- 29) Without prejudice to any other term of this Agreement, the IHMS shall comply with all applicable laws, ordinances, rules and regulations in respect of this Agreement and employment of the persons provided by it and shall obtain all such Municipal and other Government permits, licenses and inspections as may be necessary and shall pay at his own costs all charges in connection therewith. If the Company is required to make any such payments initially, the IHMS shall reimburse the same on demand to the Company. The IHMS shall hold the Company



harmless and indemnified against the consequence of any default or breach thereof or any infractions thereof. This clause shall survive the term and termination of this Agreement.

- 30) It shall be the responsibility of the IHMS to maintain proper discipline among the personnel employed/deployed by it.
- 31) The IHMS agrees that it shall not claim any damage or compensation or reimbursement of any expenses which have been incurred by it, in compensating the persons employed by it, and that necessary insurance cover will be taken by the IHMS in respect of any accident, injury or death in the course of performance of duty by any person employed by the IHMS.
- 32) IHMS shall not commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of this Agreement which would cause Bajaj Allianz and/or its affiliates to be in violation of any applicable anti-corruption or anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments including facilitation payments to government officials, representatives of public authorities or their associates, families or close friends. IHMS agrees that it will not either offer, or give, or agree to give to any employee of Company or representative or third party acting on behalf of Company/employees of Company or accept or agree to accept from any employee of Company or representative or third party acting on behalf of Company/employees of Company any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Agreement. IHMS shall promptly notify Company, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.
- 33) If a person employed or deployed by the IHMS for execution of the work undertaken by the IHMS is engaged or is found to or is suspected by the Company to have been engaged in any activity prejudicial to the interest of the Company (as determined by the Company in its sole discretion), the Company shall have the right to (a) have the said person employed or deployed by the IHMS to be forthwith removed from the Company's premises and/or denied access or entry to the same and the IHMS shall immediately comply with such directives of the Company and (b) require the IHMS to substitute such person by any other person, suitable for the job, and as and when the Company makes such a request, the IHMS shall comply with the same, without any objection and within a reasonable time not exceeding 3 Company working days. Without prejudice to any other rights of the Company under this Agreement or under any law or otherwise, any failure on part of the IHMS in complying with the terms of this clause shall make the IHMS liable for liquidated damages at the rate of Rs. 2,500/- per day of delay. Provided however, the penalty as per this clause for failure of IHMS to provide substitute within 3 days [as per clause 30 hereinabove] will start from expiry of 7 days from the date of intimation by Company for removal and to provide substitute as per clause 30 hereinabove.
- 34) The Company reserves the right to extend the period of contract or the number of persons required to carry out these jobs unilaterally under intimation to IHMS. Company also reserves the right to terminate the contract with a notice of 30 days without assigning any reason. In any such event, the Company shall pay to the IHMS proportionate service charges for services satisfactorily rendered till the date of termination. The foregoing provides for the entire liability of the Company and the exclusive remedy of the IHMS in the event of termination of this Agreement.
- 35) The Service Provide shall ensure that the wages of housekeeping & clerical boys deputed by the IHMS is given by 7th of every month irrespective of payment being made by the Company or invoice being raised by the IHMS, which shall form one of the primary condition of this agreement the failure of which shall be construed as breach of terms of the agreement and shall entail the Company to charge an amount equal to 1% of the invoiced amounts as fine.



- 36) This Agreement shall not be modified, altered or amended in any manner whatsoever except by a written document /letters to be signed by both Parties in which this Agreement is expressly referred to.
- 37) The failure of a Party hereto to exercise or enforce any right under this Agreement shall not be deemed to be a waiver thereof nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 38) The provisions of this Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of Applicable Law. If any provision of this Agreement or the application of the Agreement to any Party or circumstances shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of the Agreement nor the application of the Agreement or such provision to any other Party or circumstance or other instruments referred to in the Agreement or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by Applicable Law. In the event that any provisions of this Agreement, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.
- 39) This Agreement and the annexure attached herein shall constitute the entire understanding between the Parties relating to the subject matter hereof.

G. TERM & TERMINATION:

- 40) This Agreement shall be deemed to be effective from **21st Jan, 2018** to **20th Jan, 2019** and after expiry of the period mentioned hereinabove the contract between parties will come to end but the statutory liability of IHMS shall remain to be complied by the IHMS. The IHMS is required to give 3 months prior notice to terminate this agreement and The termination by the Company of this Agreement in the manner and under the circumstances provided herein above, shall be without any liability of any nature whatsoever except the payment of fees due to the IHMS for the services satisfactorily performed till such termination. The Company shall however be entitled to deduct or adjust from or against such payments, any amounts due to the Company from the IHMS.

The Company may also terminate this Agreement forthwith without liability if the IHMS has, in the opinion of the Company, become insolvent or in breach of this agreement to the detriment of the Company.

H. CONFIDENTIALITY

- 41) The Parties take all reasonable precautions not to disclose, divulge and / or disseminate to any third party any confidential information on its Housekeeping arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Company. This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

I. FORCE MAJEURE

- 42) IHMS is not be liable to the Company for any delay or failure to fulfill its obligations in connection with the provision of the House keeping Services where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks or Electronic Data loss, or to the extent that any such delay or failure arises from causes



beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or statutory authority, war, riots, which are not attributable or result of the actions of the IHMS.

J. BUSINESS CONTINUITY PLAN

- 43) The IHMS, warrants and agrees that it shall help, support and cooperate with the Company to establish and maintain a contingency plans, including a plan for Disaster Recovery, Business Continuity Plan [BCP] for which the IHMS shall take all the requisite steps as communicated by the Company, including where the Company so require and request IHMS to hand over and return all the information, details, Confidential Information of the Company and or Customers of the Company to the Company and or to any other IHMS of the Company's choice so that the Services agreed under this Agreement are not disrupted and are continued by a new IHMS and in this regard the IHMS shall actively inform, explain and help and support the new IHMS and its personnel to fully understand the Services and the extent upto which the IHMS has already rendered its Services and other required help, support and cooperation for the smooth transfer of the Services from the IHMS to any other IHMS of the Company's choice.

K. PENALTY

- 44) The IHMS under this Agreement shall be subject to periodic/monthly/Quarterly Review by the Company and its authorized person including internal/external audit team, and the IHMS shall also be subject to surprise checks/inspections and Audits.
- 45) In the event of breach or shortfall of any of the Clauses in this Agreement, the Company shall have the discretion to suitably penalize the IHMS, depending on the gravity of the shortfall/breach of the Clauses of this Agreement. The IHMS shall also be liable for liquidated damages to the Company, in the event of breach of any clause of this Agreement.
- 46) The IHMS shall strictly abide by the Quality Standards, specified under this Agreement and the accompanying Statement of Work and annexures. Minimum Quality benchmark as described in the agreement and Annexures shall be adhered to. In the event of any shortfall in the Quality standards, the Company shall have the discretion to penalize the IHMS, which may also amount to termination of this Agreement.
- 47) As per this Agreement, the IHMS also agrees for penalty that the Company may impose in the event the time frame specified by the Company, service target and service quality agreed is not complied with or maintained for the loss suffered by the Company.

L. AUDIT

- 48) The Company reserves the right to verify, either itself or through qualified third parties instructed by it, IHMS's compliance with this Article by way of audit controls and in this regard IHMS hereby agree to allow such audit by the Company for the limited purpose of this Clause. The Company will provide the IHMS with reasonable prior written notice of an audit, if any. The Company will conduct such audits only during normal business hours and in a manner that will result in a minimum of inconvenience and disruption to IHMS's business operations. The Company will not be entitled to audit (i) data or information of other customers or clients of the IHMS; (ii) any cost information; or (iii) any other confidential information of IHMS that is not relevant in the context of the audit for the purposes of this Clause.

M. DISPUTE RESOLUTION MECHANISM AND JURISDICTION

- 49) In the event of any dispute or difference arising between the parties, relating to or connected with the working of this Agreement or the claims pertaining thereto or as to the meaning or constructions




of the terms and conditions contained herein or application thereof during the subsistence of this Agreement or after the termination thereof, the same shall be referred to the arbitration of a sole arbitrator appointed by the Company. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be at Pune, India. The decision of the arbitrator shall be final and binding on the parties.

- 50) Exhaustion of the remedy of arbitration shall not be a condition precedent for either party to bring in an action for urgent reliefs in the nature of specific performance or injunction.
- 51) This Agreement and all matters arising here from shall be subject to the exclusive jurisdiction of the courts at Pune.



IN HERETO HAVE WITNESS WHEREOF THE PARTIES EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Bajaj Allianz General Insurance Company Limited,


Mr. Sanjay Saket
Authorized Representative.



In the presence of:

- 1) 
2) 

For M/s International Housekeeping & Maintenance Services.

**International House Keeping
& Maintenance Services**


Authorised Signatory
Mr. Arun Kumar Singh
(Sole Proprietor)

In the presence of

- 1)  **Yogesh Dinkar Kale**
2)



**International House Keeping
& Maintenance Services**

Authorised Signatory

ANNEXURE-A

| Services A. Daily Tasks to be Performed:- | | |
|--|-----------------------------------|---|
| 1 | Waterproof Floors and Stairs | Will be cleaned on a daily basis using wet mops. Appropriate cleaning and care products will be used depending on the floor type. |
| 2 | Sanitary and Kitchen facilities. | Floors, sinks, mirrors, shelves, toilet bowls, urinals, fittings and handles will be cleaned on a daily basis using disinfecting agents. Tiled Walls will be wiped on a daily basis and cleaned on a weekly basis |
| 3 | Furniture and equipment | Tables, sinks chairs cases mirrors picture frames telephone sets, etc. will be cleaned one daily basis and impregnated using care products Lamps will be dusted and cleaned on a monthly basis Screens computer Units, printer's copiers will be wiped dry on a daily basis |
| 4 | Wastebaskets, ash trays, dustbins | Will be emptied and cleaned on a daily basis Plastic garbage bags will be Used in all types of waste baskets. Garbage bag micron to be as defined by Local applicable municipal laws. |
| 5 | Lights witches sockets | Will be wiped dry on a dilly basis. |
| 6 | Doors | Doors fittings will be cleaned on a dilly basis. |
| 7 | Textile fitted carpets | The whole accessible area will be vacuumed on a daily basis Spotting to be carried out as and when required. |
| 8 | Paper from shredders | Emptying and removing paper from shredders on a daily basis in presence of security and documents to be maintained |
| 9 | Waste | Waste removal from offices and storage in designated garbage holding area |
| 10 | Glass surfaces | Wiping on a daily basis. (inside only) |
| 11 | Banisters and staircases | Handrails will be cleaned on a daily basis. Cleaning/removal of any type of staing pan stain etc. from the building premises and staircases. |
| 12 | Cleaning service | Keeping restroom clean, emptying wastebaskets, removing dirt. |
| 13 | Vacuum | Daily vacuuming the carpet areas. |
| 14 | Dry Mop | Daily dry mopping goes all tiled surfaces. |
| 15 | Replenish toiletries | Replenish the toiletries/consumables etc. as and when required, throughout |
| 16 | Extremely and Outer area cleaning | Keeping the outer area/common area/approaches/parking/basement including exits cleaned throughout the day |
| 17 | Report building snags | Check for any building maintenance of all areas |
| 18 | Crèche | Regular cleaning and maintenance of all areas |
| 19 | Toilets Cleaning | Daily thorough cleaning and drying waste removal checking and replenish me toiletries Room fresheners to be sprayed twice daily. All plumbing fixtures to checked for water adequate water pressure |
| 20 | Carton and Equipment | Houseboys to be responsible for shifting of cartons and other office equipment shifting |



| | | |
|---|---|---|
| 21 | pantry services | Arrangement for tea/coffee, lunch, dinner during client visit. |
| 22 | Cleaning Agents and miscellaneous washroom supplies | preferred Bio-degradable,Eco Friendly,non abrasive, branded items Naphthalene balls, air purifier and liquid soap and Toilet rolls Agency regularly to ensure continuous availability of these materials in requisite place/container |
| 23 | Repairs and preventive maintenance | Flushing system of all toilets is to be checked at regular interval every day tap sensors to be checked for healthiness.Toilet exhaust to be checked daily. |
| 24 | Electrical rooms | Cleaning and moping of electrical rooms once in every shift. |
| 25 | UPS/HUB/AHU/ server rooms | Cleaning and moping of electrical rooms once in every shift. |
| 26 | Chokages | Cleaning of chokage in sewer and pumping lines within premises as and when |
| 27 | Cleaning of duct and shaft spaces | cleaning of all ducts and shafts on a weekly basis and removal and disposal |
| 28 | Garbage removal | garbage/Debris to designated areas garbage removal and disposal to the designated garbage holding area. |
| 29 | Lost and found | Report any lost and found items immediately. |
| B. weekly Tasks to be performed :- | | |
| 1 | window sills | will be wiped on a weekly basis. |
| 2 | Upholstered furniture | will be vacuumed on a weekly basis. |
| 3 | Skirting boards and washboards | will be wiped on a weekly basis. |
| 4 | High areas cleaning | High dusting,vacuuming all area above eye level. |
| 5 | Floor Scrubbing | Scrubbing of all floors in high footfall areas on a weekly basis Employee entrance, reception, cafeteria,terrace etc. |
| 6 | Brass and silver polishing | Polishing of brass /silver items with approved brass cleaning material applicable |
| 7 | cleaning of glass fittings | To be done once every week for all cabins and other areas. |
| | Chokages | Sewers to be checked once a week for any blockages |
| | Telephone instruments | Disinfection |
| | Carpeted area | Spotting in required areas |
| | Toilet cleaning | High level cleaning, washbasin counter scrubbing |
| | server/Hub rooms deep cleaning | To be done once in a week along with IT representative |
| | AC grills cleaning | To be done on a weekly basis |

Appearance of Staff:

All staff should be in neat and clean working Uniform with aprons, presentable, pantry boys must wear the gloves and shoes, proper Hygiene to be maintained.

Obligations of IHMS:



a. Equipment

- i) The IHMS would be responsible to provide for all minor and major capital equipment required for the cleaning operations at the site
- ii) The maintenance of the same would also be the responsibility of the IHMS. All tools required for electrical and plumbing repairs and maintenance would be provided and
- iii) The IHMS would always keep minimum nos. of equipments (in working conditions) at site. List of all such equipments would be submitted along with the tender

b. Personnel

- i) Their IHMS would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards as laid down by the client and the industry norms
- ii) All legal and statutory payments would be the responsibility of the IHMS
- iii) Continuous training of the employees would also be the responsibility of the IHMS
- iv) All operations and maintenance employees would be technically qualified or with adequate experience
- v) All personnel would work for 8 hours a day

c. Client Satisfaction

- i) A formal monthly evaluation on standards of cleaning services provided for by the IHMS would be evaluated.
- ii) IHMS will endeavor to maintain high standards of cleanliness and hygiene
- iii) The IHMS shall ensure that its personnel, employees, representatives and agents engaged in the performance of the services under this agreement shall strictly observe the rules and regulations of BAJAJ ALLIANZ relating to cleanliness, wearing of uniforms, Safety, discipline and at all times comply with the code of conduct and business ethics, rules and regulations that may from time to time be adopted by BAJAJ ALLIANZ and posted on its internet website
- iv) IHMS shall ensure that it shall not directly or indirectly influence or induce, in any manner, any of the company employees, IHMS agents etc. to provide any services to the company. IHMS shall note that BAJAJ ALLIANZ follows strict principles as enshrined in Foreign Corrupt Practices Act, 1977 (US) for conducting its business including dealing with IHMS relationships. You may get further details on the subject by logging on to our website:

- v) Any violations of these principles will be viewed seriously including termination of this agreement and such other measures as mandated under the Company policy and applicable laws. In case, their IHMS has any doubts or require any clarification they should get in touch with the BAJAJ ALLIANZ legal Department. In case IHMS has any complaint or observe any violation of corporate governance codes by any third party including BAJAJ ALLIANZ employees, IHMS may submit their complaint under the whistleblower policy of the company using email id _____



ANNEXURE- B

Payment terms

| Rate Breakup For House keeping Services (Un-Skilled) 8 hrs | | | | | | | | | | | | | | | |
|--|---------------|--------------------|----------|----------|------------|---------------------|---------------------------|-------------------------|---------------------|-------------------------------|---------|-------------|-------------------------|----------------------------|-------------------|
| Sr. No. | State | New MW (UnSkilled) | Sal 8/26 | HRA (5%) | Allowan ce | Bonus 8.33% on M.W. | Earned Leave 21days on MW | Gross Sal with EI & Bns | P.F. 13.15% on M.W. | ESIC 4.75% on (Gross +EI+Bns) | Uniform | Sub - Total | Service charges (5.50%) | Total amount (8hrs.26days) | Per day Duty Rate |
| 1 | Bihar | 237.00 | 6162.00 | | 800 | 513.29 | 414.75 | 7890.04 | 810.30 | 374.78 | 200.00 | 9275.12 | 510.13 | 9785 | 376.36 |
| 2 | Chandigarh | 341.00 | 8866.00 | | | 738.54 | 596.75 | 10201.29 | 1165.88 | 484.56 | 200.00 | 12051.73 | 662.85 | 12715 | 489.02 |
| 3 | Chattisgarh | 325.00 | 8450.00 | | | 703.89 | 568.75 | 9722.64 | 1111.18 | 461.83 | 200.00 | 11495.64 | 632.26 | 12128 | 466.46 |
| 4 | Delhi NCR | 522.5 | 13584.00 | | | 1131.55 | 914.31 | 15629.85 | 1786.30 | 742.42 | 200.00 | 18358.57 | 1009.72 | 19368 | 744.93 |
| 5 | Gujarat | 313.60 | 7945.60 | | | 661.87 | 534.80 | 9142.27 | 1044.85 | 434.26 | 200.00 | 10821.37 | 595.18 | 11417 | 439.10 |
| 6 | Haryana | 339.42 | 8824.92 | | | 735.12 | 593.99 | 10154.02 | 1160.48 | 482.32 | 200.00 | 11996.81 | 659.82 | 12657 | 486.79 |
| 7 | Jharkhand | 236.54 | 6150.04 | | 800 | 512.30 | 413.95 | 7876.28 | 808.73 | 374.12 | 200.00 | 9259.14 | 509.25 | 9768 | 375.71 |
| 8 | Punjab | 291.51 | 7579.26 | | | 631.35 | 510.14 | 8720.75 | 996.67 | 414.24 | 200.00 | 10331.66 | 568.24 | 10900 | 419.23 |
| 9 | Rajasthan | 207.00 | 5382.00 | | 1000 | 448.32 | 362.25 | 7192.57 | 707.73 | 341.65 | 200.00 | 8441.95 | 464.31 | 8906 | 342.55 |
| 10 | West Bengal | 290.24 | 7546.24 | 377.31 | | 628.60 | 507.92 | 9060.07 | 992.33 | 430.35 | 200.00 | 10682.76 | 587.55 | 11270 | 433.47 |
| 11 | UTTAR PRADESH | 284.63 | 7400.38 | | | 616.45 | 498.10 | 8514.93 | 973.15 | 404.46 | 200.00 | 10092.54 | 555.09 | 10648 | 409.52 |
| 12 | UTTRAKHAND | 284.63 | 6,550 | | | 545.62 | 440.87 | 7536.48 | 861.33 | 357.98 | 200.00 | 8955.79 | 492.57 | 9448 | 363.40 |



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| Rate Breakup For Office Boy Services (Semi-Skilled) - 8 hrs | | | | | | | | | | | | | | | |
|---|---------------|----------------------|----------|----------|------------|---------------------|---------------------------|-------------------------|---------------------|-------------------------------|---------|-------------|-------------------------|----------------------------|-------------------|
| Sr. No. | State | New MW(Semi Skilled) | Sal 8/26 | HRA (5%) | Allowa nce | Bonus 8.33% on M.W. | Earned Leave 21days on MW | Gross Sal with EI & Bns | P.F. 13.15% on M.W. | ESIC 4.75% on (Gross +EI+Bns) | Uniform | Sub - Total | Service charges (5.50%) | Total amount (8hrs,26days) | Per day Duty Rate |
| 1 | Bihar | 247.00 | 6422.00 | | 800 | 534.95 | 432.25 | 8189.20 | 844.49 | 388.99 | 200.00 | 9622.68 | 529.25 | 10152 | 390.46 |
| 2 | Chandigarh | 351.00 | 9126.00 | | | 760.20 | 614.25 | 10500.45 | 1200.07 | 498.77 | 200.00 | 12399.29 | 681.96 | 13081 | 503.12 |
| 3 | Chattisgarh | 350.00 | 9100.00 | | | 758.03 | 612.50 | 10470.53 | 1196.65 | 497.35 | 200.00 | 12364.53 | 680.05 | 13045 | 501.71 |
| 4 | Delhi NCR | 575.31 | 14958.00 | | | 1246.00 | 1006.79 | 17210.79 | 1966.98 | 817.51 | 200.00 | 20195.28 | 1110.74 | 21306 | 819.46 |
| 5 | Gujarat | 305.60 | 8153.60 | | | 679.19 | 548.80 | 9381.59 | 1072.20 | 445.63 | 200.00 | 11099.42 | 610.47 | 11710 | 450.38 |
| 6 | Haryana | 351.11 | 9128.86 | | | 760.43 | 614.44 | 10503.74 | 1200.45 | 498.93 | 200.00 | 12403.11 | 682.17 | 13085 | 503.28 |
| 7 | Jharkhand | 247.80 | 6442.80 | | 800 | 536.69 | 433.65 | 8213.14 | 847.23 | 390.12 | 200.00 | 9650.49 | 530.78 | 10181 | 391.59 |
| 8 | Punjab | 321.51 | 8359.26 | | | 696.33 | 562.64 | 9618.23 | 1099.24 | 456.87 | 200.00 | 11374.34 | 625.59 | 12000 | 461.54 |
| 9 | Rajasthan | 217.00 | 5642.00 | | 1000 | 469.98 | 379.75 | 7491.73 | 741.92 | 355.86 | 200.00 | 8789.51 | 483.42 | 9273 | 356.65 |
| 10 | West Bengal | 319.27 | 8301.02 | 415.05 | | 691.47 | 558.72 | 9966.27 | 1091.58 | 473.40 | 200.00 | 11731.25 | 645.22 | 12376 | 476.02 |
| 11 | UTTAR PRADESH | 313.10 | 8140.60 | | | 678.11 | 547.93 | 9366.64 | 1070.49 | 444.92 | 200.00 | 11082.04 | 609.51 | 11692 | 449.68 |
| 12 | UTTRAKHAND | 313.10 | 6,830 | | | 568.94 | 459.71 | 7858.65 | 898.15 | 373.29 | 200.00 | 9330.08 | 513.15 | 9843 | 378.59 |



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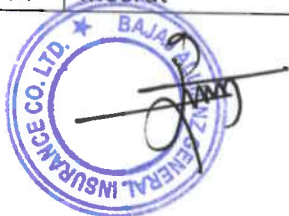
ANNEXURE C

Office Premises Detail

| Sr. No. | Location | Br.Code | State | No. of Guards deployment | No. of hours of deployment |
|---------|--------------------------|---------|---------------|--------------------------|----------------------------|
| 1 | Patna | 2416 | BIHAR | 5 | 8 hours |
| 2 | Muzaffarpur | 2444 | BIHAR | 3 | 8 hours |
| 3 | Bhagalpur | 2445 | BIHAR | 2 | 8 hours |
| 4 | Gaya | 2446 | BIHAR | 3 | 8 hours |
| 5 | Raipur | 2303 | CHATTISGARH | 3 | 8 hours |
| 6 | Bilaspur | 2321 | CHATTISGARH | 1 | 8 hours |
| 7 | Korba | 2322 | CHATTISGARH | 0 | 8 hours |
| 8 | Billai (Durg) | 2325 | CHATTISGARH | 1 | 8 hours |
| 9 | Janakpuri | 1003 | DELHI NCR | 4 | 8 hours |
| 10 | Janakpuri | 1100 | DELHI NCR | 5 | 8 hours |
| 11 | Moti Nagar | 1100 | DELHI NCR | 14 | 8 hours |
| 12 | Delhi | 1101 | DELHI NCR | 4 | 8 hours |
| 13 | Gurgaon | 1102 | Haryana | 3 | 8 hours |
| 14 | Noida | 1103 | UTTAR PRADESH | 1 | 8 hours |
| 15 | Noida | 1116 | UTTAR PRADESH | 2 | 8 hours |
| 16 | West Delhi | 1104 | DELHI NCR | 4 | 8 hours |
| 17 | Nehru Place | 1105 | DELHI NCR | 4 | 8 hours |
| 18 | Lajpat Nagar | 1113 | Haryana | 2 | 8 hours |
| 19 | Karol Bagh AWB | 1153 | DELHI NCR | 1 | 8 hours |
| 20 | Noida (Mayur Vihar) | 1154 | UTTAR PRADESH | 1 | 8 hours |
| 21 | Saket | 1129 | DELHI NCR | 1 | 8 hours |
| 22 | SHIVAJI MARG (DLF DELHI) | 1149 | DELHI NCR | 1 | 8 hours |
| 23 | TILAK NAGAR (NEW) | 1151 | DELHI NCR | 1 | 8 hours |
| 24 | Baroda | 2201 | GUJARAT | 10 | 8 hours |
| 25 | Ahmedabad | 2202 | GUJARAT | 12 | 8 hours |
| 26 | Surat | 2203 | GUJARAT | 11 | 8 hours |
| 27 | Rajkot | 2204 | GUJARAT | 5 | 8 hours |
| 28 | Godhra | 2207 | GUJARAT | 1 | 8 hours |
| 29 | Mehsana | 2211 | GUJARAT | 2 | 8 hours |
| 30 | Gandhinagar | 2214 | GUJARAT | 1 | 8 hours |
| 31 | Patan | 2216 | GUJARAT | 2 | 8 hours |
| 32 | Valsad | 2218 | GUJARAT | 1 | 8 hours |
| 33 | Gandhidham | 2219 | GUJARAT | 1 | 8 hours |



| | | | | | |
|----|----------------------|------|---------------|----|---------|
| 34 | Bhavnagar | 2220 | GUJARAT | 1 | 8 hours |
| 35 | Morbi | 2221 | GUJARAT | 1 | 8 hours |
| 36 | Anand & Nadiad | 2224 | GUJARAT | 3 | 8 hours |
| 37 | Bharuch & Ankleshwar | 2225 | GUJARAT | 3 | 8 hours |
| 38 | Maninagar | 2234 | GUJARAT | 2 | 8 hours |
| 39 | Bhuj | 2237 | GUJARAT | 1 | 8 hours |
| 40 | Ahmedabad AWB | 2244 | GUJARAT | 1 | 8 hours |
| 41 | Ranchi | 2406 | JHARKHAND | 4 | 8 hours |
| 42 | Jhamshepur | 2408 | JHARKHAND | 1 | 8 hours |
| 43 | Dhanbad | 2441 | JHARKHAND | 1 | 8 hours |
| 44 | Jalandar | 1202 | PUNJAB | 3 | 8 hours |
| 45 | Ludhiana | 1203 | PUNJAB | 3 | 8 hours |
| 46 | Ferozpur | 1213 | PUNJAB | 1 | 8 hours |
| 47 | Jalandhar AWB | 1227 | PUNJAB | 1 | 8 hours |
| 48 | Hoshiarpur | 1209 | PUNJAB | 1 | 8 hours |
| 49 | Amritsar | 1210 | PUNJAB | 1 | 8 hours |
| 50 | Pathankot | 1211 | PUNJAB | 1 | 8 hours |
| 51 | Phagwara | 1218 | PUNJAB | 1 | 8 hours |
| 52 | Jaipur | 1401 | RAJASTHAN | 4 | 8 hours |
| 53 | Jodhpur | 1402 | RAJASTHAN | 2 | 8 hours |
| 54 | Udaipur | 1404 | RAJASTHAN | 1 | 8 hours |
| 55 | Jaipur AWB | 1420 | RAJASTHAN | 1 | 8 hours |
| 56 | AGENCY OFFICE | 2401 | WEST BENGAL | 4 | 8 hours |
| 57 | SILIGURI | 2404 | WEST BENGAL | 3 | 8 hours |
| 58 | ASANSOL | 2409 | WEST BENGAL | 2 | 8 hours |
| 59 | KHARAGPUR | 2410 | WEST BENGAL | 2 | 8 hours |
| 60 | SERAMPORE | 2417 | WEST BENGAL | 2 | 8 hours |
| 61 | BEHRAMPUR | 2418 | WEST BENGAL | 2 | 8 hours |
| 62 | BANKURA | 2419 | WEST BENGAL | 1 | 8 hours |
| 63 | BURDWAN | 2420 | WEST BENGAL | 2 | 8 hours |
| 64 | BARASAT | 2421 | WEST BENGAL | 2 | 8 hours |
| 65 | TAMLUK | 2422 | WEST BENGAL | 1 | 8 hours |
| 66 | DUNLOP | 2429 | WEST BENGAL | 2 | 8 hours |
| 67 | BEHALA | 2430 | WEST BENGAL | 1 | 8 hours |
| 68 | DURGAPUR | 2432 | WEST BENGAL | 3 | 8 hours |
| 69 | NORTH KOLKATA AWB | 2485 | WEST BENGAL | 1 | 8 hours |
| 70 | Purulia | 2461 | WEST BENGAL | 1 | 8 hours |
| 71 | Mani Square | 2401 | WEST BENGAL | 12 | 8 hours |
| 72 | SOUTH KOLKATA AWB | 2474 | WEST BENGAL | 1 | 8 hours |
| 73 | CHANDIGARH | 1201 | Haryana | 6 | 8 hours |
| 74 | Meerut | 1156 | UTTAR PRADESH | 1 | 8 hours |



| | | | | | |
|-----|-----------------|------|---------------|---|---------|
| 75 | Darbhanga | 2448 | BIHAR | 1 | 8 hours |
| 76 | Purnea | 2449 | BIHAR | 1 | 8 hours |
| 77 | Sasaram | 2450 | BIHAR | 1 | 8 hours |
| 78 | Old Gurgaon | 1114 | Haryana | 1 | 8 hours |
| 79 | Faridabad | 1124 | DELHI NCR | 1 | 8 hours |
| 80 | Yusuf Sarai | 1128 | DELHI NCR | 1 | 8 hours |
| 81 | Vaishali | 1150 | UTTAR PRADESH | 1 | 8 hours |
| 82 | Karkardooma | 1146 | DELHI NCR | 1 | 8 hours |
| 83 | Shakti Nagar | 1134 | DELHI NCR | 1 | 8 hours |
| 84 | NSP Pitampura | 1123 | DELHI NCR | 1 | 8 hours |
| 85 | Kalol | 2217 | GUJARAT | 1 | 8 hours |
| 86 | Palanpur | 2215 | GUJARAT | 1 | 8 hours |
| 87 | Hazaribaug | 2442 | JHARKHAND | 1 | 8 hours |
| 88 | Bokaro | 2490 | JHARKHAND | 1 | 8 hours |
| 89 | Patiala | 1214 | PUNJAB | 1 | 8 hours |
| 90 | Ambala | 1207 | PUNJAB | 1 | 8 hours |
| 91 | Sri Ganganagar | 1411 | RAJASTHAN | 1 | 8 hours |
| 92 | Dehradun | 1109 | UTTARAKHAND | 1 | 8 hours |
| 93 | Mandi | 1215 | HIMACHAL | 1 | 8 hours |
| 94 | Rajaghat | 2401 | WEST BENGAL | 5 | 8 hours |
| 95 | DUMDUM | 2473 | WEST BENGAL | 1 | 8 hours |
| 96 | Cooch Behar | 2472 | WEST BENGAL | 1 | 8 hours |
| 97 | Haldwani | 1157 | UTTARAKHAND | 1 | 8 hours |
| 98 | Banca | 1155 | DELHI NCR | 0 | 8 hours |
| 99 | Malda | 2414 | WEST BENGAL | 1 | 8 hours |
| 100 | Sushant Lok AWB | 1137 | DELHI NCR | 1 | 8 hours |



ANNEXURE -D

List of Documents required by the IHMS for statutory compliances

| CHECK LIST | | | | |
|--|--|---|---|-----------------------|
| Registers & List of Documents required by the IHMS for statutory compliances | | | | |
| Sr. No. | For One time submission | For Monthly Submission | For Half/ Yearly Periodically Submission | For Yearly submission |
| 1 | Contract Labour (Regulation & Abolition) Act 1972. | | | |
| a | Copy of Agreement of Contract | Identity Cards in Form XIV for verification | Copy of Half yearly return by contractor in Form XXIV to the licensing authority - By 30th of Oct & Jan | |
| b | Copy of Contract Labour License (if applicable) | | | |
| c | Copy of Notice in Form VI-A to be sent to Labour Commissioner regarding commencement of contract under Central Rules 25 (2) (viii) | | | |
| 2 | The Payment of Wages Act | | | |
| a | Abstract to be displayed on notice board | Register of Advances | | |
| | | Pay Day to before 7th each month | | |
| 3 | The Minimum Wages Act, 1948 | | | |
| a | If Salary Register is maintained in Electronics form then ask the copy of the order from Competent Authority under rule 31 of Minimum Wages Rules 1963 for permitting to maintain the Salary Register in Electronic or Computerized form | Copy of Muster roll-cum - wages Register-Rule 27 (1) under Minimum Wages Rules 1963 | Revision of Special Allowance circular on Feb and Aug | |
| b | Abstract to be displayed on notice board | Attendance register- Rule 27-2 | | |
| c | | Register of lines, Damages and OT | | |



| | | | | |
|---|--|---|--|---|
| 4 | Payment of Bonus Act | | | |
| | | | | Copy of Register in Form 'C' as regards to after disbursement of Bonus - 30 Dec |
| a | | | | Copy of Annual Return in form 'D' as regard Bonus paid to the employees for the year. By 30 Dec |
| b | | | | Computation of Allocable surplus in Form A |
| 5 | Maharashtra Minimum HRA Act (only in Maharashtra) | | | |
| | | Minimum HRA rate should be 5% of Basic & DA | | |
| | | Register in Form A | | |
| 6 | PF & Miscellaneous Provisions Act | | | |
| a | Copy of Registration under PF Act | PF Challans | | Copy of PF return in Form 3-A,6-A and Reconciliation Statement for the period ending March to Feb. The Acknowledgements on Front pages of return and pages relevant to employees who have worked on WNS site. |
| b | | Monthly return in Form 2,5,10 and 12 A | | |
| | | List of the Employees working on WNS site with their PF nos. East MUST has a PF number. | | |
| 7 | ESI Act 1948 | | | |
| a | Copy of Registration under E.S.I. Act | Copy of ESI Challans | Copy of ESI return in Form 6 with monthly challans for the half yearly period i.e. April to Sep and Oct to Mar | |



ANNEXURE E
Manpower requirement and employees designations, qualifications & experiences
and penalty for non compliance

| Manpower Specifications- Technical Services | | |
|--|--|-------------------------|
| Designation | Qualification | Experience |
| Executive | B.E/Diploma Electrical | 4/5 Years |
| Supervisor | Diploma Electrical | 3/4 Years |
| Electrical | ITI Electrician | 3/4 Years + PWD License |
| AC Operator | ITI Refrigeration | 3/4 Years |
| DG Operator | ITI Mechanical | 3/4 Years |
| Plumber | ITI Plumbing | 1/2 Years |
| Carpenter | ITI Carpenter | 1/2 Years |
| IBMS Operator | Diploma / ITI Electronics/ IT computer | 2/3 Years |
| Helper | ITI Electrician / Wireman | 1 Year |
| Trainee Electrician | ITI Electrician (Fresher/1Year) | Fresher / 1 Year |

| Penalties for Non-Performance of SLA's and Non Compliance | | |
|--|--|-----------------------------|
| Sr. No. | Instance/ incident | Penalty amount |
| 1 | The IHMS staff abandons his/ her post or is observed sleeping at the post | Rs. 200/- |
| 2 | Their IHMS staff found chewing tobacco or paan while on duty | Rs. 200/- |
| 3 | Their IHMS staff not found in the appropriate uniform or dressed shabbily | Rs. 200/- |
| 4 | Job positions left unattended due to IHMS staff's inability to provide the requisite number of manpower each such absence per day | Rs.500/- |
| 5 | The IHMS staff found to have willfully to through negligence caused damage to company's moveable or immovable property, or to that of company's employees, or customer, in each case besides the recovery of the cost of the said property | Rs.500/- |
| 6 | The IHMS staff found to have willfully stolen company's moveable property, or to that of company's employees or customers, in each case besides the recovery of the cost of the said property besides being barred from being employed at any BAJAJ ALLIANZ property | Rs.500/- |
| 7 | The IHMS staff found to have consumed alcohol or found to have been intoxicated while on duty will be liable for the fine besides permanently barred from duty at any of the BAJAJ ALLIANZ location permanently | Rs.1000/- |
| 8 | Their IHMS staff has not performed its duties as defined in the SOW/ negligence in word resulting in improper Housekeeping of the premises and inconvenience to the employees/ damage to assets/ equipment of BAJAJ ALLIANZ | Rs.500/- |
| 9 | Any other case of indiscipline or misconduct not captured specifically, each case would be viewed closely and amount of in decided depending upon the gravity of the case. The upper limit for such fine would be Rs. 2000/- | Max Rs. 2000/- per instance |



ANNEXURE F
Indemnity cum Declaration

This indemnity cum declaration ("Indemnity") executed at _____, on this _____ day of _____, by _____ having its registered office at _____ and local / regional office at _____ and local/ regional office at _____ (hereinafter referred to as the 'IHMS' which expression shall unless it be repugnant to the context be deemed to include its successors, and permitted assigns) in favour of Bajaj Allianz General Insurance Company Limited, a company incorporated under the Companies Act, 1956 and having its registered office at GE Plaza, Airport Road, Pune - 411006 (hereinafter referred to as 'BAGIC' which expression shall wherever the context so requires or permits include its successors and permitted assigns if any).

Whereas IHMS is registered contractor deploying its security personnel / employee to various companies on contract basis.

AND WHEREAS serviced provider has also obtained license as contractor under the contract Labour (Abolition and Regulation) Act 1972, as per all applicable provisions of contract Labour (Abolition and Regulation) Act 1972 read with Rules thereunder;

AND WHEREAS IHMS and BAGIC had entered into an agreement dated _____ ('Agreement') for IHMS providing to BAGIC the deployment of its housekeeping personnel on contract basis for contractual fees [the deployed employees who are deployed to BAGIC are hereinafter referred to as "deployed employees who are deployed to BAGIC are hereinafter referred to as "deployed contract employees"]].

AND WHEREAS as per the provisions of Contract Labour (Abolition and Regulation) Act 1972 read with Rules thereunder, IHMS shall make payment of all wages, all statutory contributions and payments to its employees in the presence of BAGIC and the same needs to be certified.

AND WHEREAS IHMS has been regularly paying the monthly payment of all wages, all statutory contributions and payments to its deployed contract employees every month on or before the date as prescribed by law.

And whereas IHMS is giving this affidavit cum declaration to confirm and certify that IHMS has valid and subsisting licenses / permissions to deploy the deployed contract employees to BAGIC and has duly paid all wages,, all statutory contributions and payments to all its deployed contract employees every month within the time lines prescribed by law and as on today there are no arrears / outstanding payments of wages, all statutory contributions and payments payable to its deployed contract employees.

Now this indemnity cum declaration witnesseth the following:

- (1) IHMS does hereby state, declare and agree that for the month of _____, _____ it has deployed the deployed contract employees to BAGIC and it has duly paid all the salaries, wages and other payments to all the deployed contract employees and hence there are no outstanding salaries or wages or other payments [including PF, Gratuity and other retrial benefits] that are due for payment by IHMS to any of its deployed contract employees who have been deployed on contract basis to BAGIC. In this regard IHMS has duly complied with Payment of wages / salaries on or before 10th of each month and all other applicable provisions of payment wages Act, Minimum Wages Act and all other applicable laws and all deployed contract employees have been duly issued with salary/wage slips have been issued to respective deployed contract employees. The statement containing the details of various payments for salaries, wages and other payments payable



and paid to deployed contract employees, and the statutory contributions/deposits and payment paid for the month of _____, 20____ is enclosed with this affidavit cum declaration.

- (2) IHMS does hereby state, declare and agree that it has paid and discharged the liability of making payment of all statutory contributions, deposits and payments in respect of all its deployed contract employees [who have been deployed by IHMS to BAGIC] every month one or before the time prescribed under various Acts, Rules, Regulations, Guidelines etc., and as on today there are not outstanding statutory contributions and payments payable by IHMS under the Employee Provident Funds and [miscellaneous provision] Act, 1952, Employees State Insurance Act, 1948 and other applicable legal provisions. The statutory payment of PF contribution was deposited with authorities under our PF code no. _____ and ESI contribution was made under our ESI code no. _____.
- (3) IHMS does hereby state, declare and undertake that it has filed the return in Form 6A, 3A and all other required form with reconciliations with concerned authorities on _____. So also we have filed Form No.5 – Half yearly return under ESIC and all to the applicable forms / returns on _____. We have also paid the applicable Labour Welfare fund as applicable to us for the period _____.
- (4) IHMS does hereby state, declare and agree that apart from making payment of al wages and statutory contributions and payments to deployed contract employees [as mentioned under clause (a) and (b) hereinabove] it has as contractor, also complied with all other legal requirements, procedures and formalities of whatsoever nature under all applicable legal provisions.
- (5) IHMS hereby state, declare and confirm that it has complied with the provisions of contract Labour (regulation & Abolition) Act and or any other applicable legal provisions and is continue to hold valid and enforceable license no. _____ to provide the services as Contractor.
- (6) IHMS hereby state declare and undertake to produce all the required forms, returns and other documents in this regard either at the request of BAGIC or at the request of Auditors, consultants, or as per the directions or advise or Government authority etc.
- (7) IHMS does also hereby state, declare and agree that neither there are any cases filed nor pending against IHMS either by statutory authorities or by any of its employees who have been deployed by IHMS to BAGIC claiming for nay amount of wages, salaries, contributions, deposits or other payments due from IHMS or alleging any violation by IHMS of any statutory provisions.
- (8) IHMS also do hereby further state, declare and agree that IHMS do herby indemnify and keep indemnified and harmless and effectively indemnified against any loss, damage, liability, penalty, cost or expense [including the costs of advocate, court fees etc.] claims, and or any other amount of damages that may be sustained or is likely to be sustained or paid or likely to be paid by BAGIC due to any action or penalty or damages of whatsoever that may be imposed or claimed by any statutory authority or deployed contract employee, their legal heirs or any other person, whatsoever on BAGIC due to IHMS's (i) non-compliance of any Statue, Rules, Regulations, Guidelines et., or (ii) not filing of all statutory returns with respective statutory authorities under various Acts, rules, regulations, guidelines etc., or (iii) non-payment of salaries, wages or other payments [including PF, Gratuity, other retrial benefits] to any or all the deployed contract employees, or (iv) non-payment of any stator contributions of PF, ESI, Labour Welfare Fund or any other statutory payments/ contributions, (v) non-compliance of liability in paying/discharging any liability to pay or liability to comply with due to any court order or decree or stator orders/directions that is passed in pending case or case that might be filed at any time against IHMS an or against BAGIC. In this regard IHMS do hereby expressly agree and undertake that it will immediately, upon receipt of mere demand from BAGIC, pay any and all amount that is incurred, paid or payable by BAGIC towards any loss, damage, liability, penalty, cost or expense [including the costs of advocate, court fees etc.,] claims, and or any other amount of damages that may be sustained or is likely to be sustained or paid or likely



to be paid by BAGIC due to IHMS's non-payment any amount, or non-compliance of nay liability/ies under law.

IHMS also do hereby authorize and empowers BAGIC to recover such above mentioned loss, damage, liability, penalty, cost or expense etc., from IHMS out of any amount that might be payable by BAGIC to IHMS.

(9) This indemnity cum declaration is irrevocable.

In witness whereof, IHMS has hereunder set and subscribed it signature and seal on.

The day, month and year firs hereinabove written.

For **M/s International Housekeeping & Maintenance Services.**

**International House Keeping
& Maintenance Services**

Authorised Signatory

Mr. Arun Kumar Singh
(Sole Proprietor)

Before me

Notary public



**International House Keeping
& Maintenance Services**

Authorised Signatory