

4.4.2 - Maintenance of Infrastructure and Facilities

**LIST OF CONTRACT AGREEMENTS FOR SERVICES
OF MAINTENANCE OF INFRASTRUCTURE AND FACILITIES**

S.No.	Company Name	Type of Service
1	Ancile Facility Solutions	Security Guard Services
2	Clean World Enterprises	Housekeeping Services
3	Sheela Ramesh Iyer Facility Support Services	Security Guard Services
4	Varad Facilities and Management Services	Housekeeping Services
5	Otis Elevator Company	Elevator Services
6	Rentokil PCI	Pest Control Services



Azura
Dr. Azuraadha J. Bokshi
VC Principal

4.4.2 - Maintenance of Infrastructure and Facilities

(1) CONTRACT OF ANCILE FACILITY SOLUTIONS SECURITY GUARD SERVICES

CONTRACT FOR Facility Support SERVICES (FSS)

THIS AGREEMENT made on this 1st day of June 2022 between **Ancile Facility Solutions**, 127, Mastermind -4, IT Park, Royal Palms Estate, Aarey Colony, Goregaon East, Mumbai 400 065, having its registered office at Corp. Office:, Maharashtra represented through its authorised signatory Mr *Nilesh* of the ONE PART.

(Hereinafter referred to as the Contractor)

AND

Nirmala Niketan Institute, College of Home Science situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020 shall mean and include its heirs, representative, successor-in-interests and assigns of the OTHER PART.

(Hereinafter referred to as the Client).

Whereas, the **Client** wishes to engage Facility Support Services (FSS) of the **Contractor** for securing the **Client's** premises situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020 and for the same, the **Contractor** has agreed to provide Guarding FSS at the **Client's** location/s and on the terms and conditions as per contractor's offer letter dated 11th May 2022 and other terms as agreed to hereunder.

NOW THIS AGREEMENT WITNESSETH AND IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DATE OF COMMENCEMENT: The **Client** agrees to engage the **Contractor** for rendering their professional Services at their location w.e.f. 1st June 2022 or earlier as mutually decided.

2. UNIT STRENGTH AS ON COMMENCEMENT: The unit strength at the time of commencement is mentioned hereunder. However, the same shall be reviewed mutually from time to time depending on the exigencies of the situation and as is expressly agreed to in writing by the **Contractor**.

Category	Total Strength	Duty Hrs	
		I	II
FSS Guard	1	12	-

In case, the Client requests for increase in strength of Guarding Personnel than specified above, the Contractor would be given 7days time to deploy additional staff.

3. MONTHLY RATES & BILLING: The **Contractor** shall render its professional FSS to the **Client** as per following agreed monthly rates & billing:

Category	Rates Per Head Per Month (Rs.)	Duty Hrs.	Strength (Nos.)	Total (Rs.)
FSS Guard	15,000.00	12	1	15,000.00

4. PERIOD: The Agreement shall commence from 1st June 2022 and valid till 30th April 23. it shall be in force for a period of One years with effect from date of commencement and shall additionally remain in force between the parties until such time as the persons engaged by the **Contractor** in terms of this Agreement remain on the location of the **Client** providing services as contemplated herein.



Anubha
Dr. Anuradha J. Bakshi
EC Principal

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5. DUTY HOURS: The daily working hours of the FSS Personnel deployed by the **Contractor** shall be of twelve hours duration.

6. BILLING AND PAYMENTS: 6.1. The **Contractor** will invoice the **Client** on or before the 7th day of bill submission every month and any less / extra duties actually performed will be adjusted in the subsequent months invoice. For ensuring timely payments to the Contractor's FSS Personnel, the Client shall pay Invoice amount by 7th day of the subsequent month. Any Discrepancy in the invoice has to be resolved between client & contractor before payment is released.

6.2 The **Contractor** shall do payment to all the staff before 7th of every month as per attendance sheet approved by **Client**. Any dispute in attendance sheet will be adjusted in upcoming invoice with mutual confirmation.

6.3 All payments towards Contractor's invoice are to be made by RTGS/NEFT/Cheque favouring between Ancile Facility Solutions, only.

6.4 In any case or claim involving the **Contractor's** employees or outsourced employees for any allegedly negligent act, fraud, any direct / indirect act that leads to loss of property, information, etc. at the **Client's** facility, the **Contractor** will use reasonable endeavours to assist the **Client** to process the claim based on the FIR lodged.

7. SCOPE OF WORK & TRAINING: For Facility Support Services/ Staff

The scope of work will include but not limited to providing Comprehensive Security, Assets security and safety Management, Office security, fire fighting, water management and security of premises for the Client's premises.

7.1 (I) The FSS staff would be responsible for the safety of fittings, fixtures, fit out etc. installed at the said Premises. Upon commencement of services, a register detailing the inventory of all equipment and various facilities will be prepared by the Service Provider. It is the sole responsibility of the Service Provider to update this inventory on a quarterly basis in consultation with Client. On completion of the contract period, the Service Provider has to handover the premises to CLIENT as per the Inventory register.

(II) All the security related logbooks, checklists, and various material and staff monitoring register etc. prescribed would have to be properly and duly filled by the FSS staff and got endorsed from the client's representative at premises.

(III) All the entry gate points of the said premises would be continuously guarded for full 24 hours as may be indicated and service provider shall not leave any location or post unmanned. Main entrance of the building etc. within the said premises will be in the scope of services to be provided by the Service Provider.

(IV) The fire detection and fire extinguishers system will also be supervised and maintained by the FSS Staff of the Service Provider. In case of fire emergency, support to engineering / maintenance staff including operation of all fire suppression equipment like fire hose reels, hydrants systems, any other fire suppression system like fire extinguishers etc. would be the direct responsibility.

(V) All the facility staff deployed at site by the Service Provider has to be necessarily trained in operation and usage of fire detection and fire suppression system including smoke and heat detectors, Fire Extinguishers of various types, fire hose reels systems, fire hydrants etc.,

(VI) The agency shall be providing support & work closely for conducting fire drills, evacuation drills & life safety training for the staffs.



Azura J. Bakshi
Dr. Azura J. Bakshi
FC Principal



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(VII) The Service Provider shall be responsible to look after all property and equipment of the said premises entrusted to it for guarding & provision of security and safekeeping and under its control (reasonable levels of wear and tear accepted).

(VIII) The employees of the service provider shall be constantly patrolling various posts at the premises as per the direction of the client, and there should be minimal interaction with other Service Providers at the premises.

(IX) Conservation and economical use of electricity energy and water is to be made in the premises by the Service Provider.

(X) The Supervisor appointed by the Service Provider for the said premises will be fully responsible for the day-to-day operations of the services within the scope of services mentioned earlier.

- Co-ordinate with Lift/ plumber/ Electrician/ STP, etc vendors for logging complaints
- The Service Provider's representative will keep Client informed of any fault in equipment machinery or fittings, which may occur from time to time during operations.
- The Service Provider shall report all accidents and injuries promptly to Client and to any government authorities as may be required by Applicable Law.
- All the employees of the Service Provider have to be well behaved and courteous to residents, their staff/ society staff and other colleagues. Misconduct and bad behaviour of any kind from any of your staff would not be tolerated.
- The Service Provider shall maintain all records at premises.
- The service provider will be responsible to conduct Supervision/inspections, Twice in week site visits- fixed and unannounced, night checks, prepare and forward site visit reports.

7.2 Expected Training requirements

Pre-assignment:

- Certification in First Aid
- Customer Service Training, to include proper telephone etiquette in a housing society environment
- Patrol techniques
- Report Writing
- Sexual Harassment Training
- Access control & Video phone calling

Site specific training:

- Client asset and property control procedures
- Report writing procedures to include, Daily Reports, Safety incident tracking, log books and other forms as indicated by the assigned facility.
- Training on Security and site Standard Operating Procedures (SOP).
- Customer Service and Telephone Etiquette.
- Training on ApnaComplex ERP.

Site-specific training:

- Site-specific familiarization to include training on specific security post assignments, and the structure/layout of the assigned facility. Additionally, Security related equipment including guard tour systems, and CCTV systems.
- Emergency response procedures.
- Visitor management procedure.
- Fire Extinguisher Training.
- Physical Security alarm response Procedures.
- Duress alarm response procedures.
- Safety procedures and Hazardous materials orientation (to include training on MSDS information), restricted access areas and required procedures.
- Emergency Response Plan Orientation and Training.



Ashika
Dr. Azuradha J. Bakshi
FC Principal



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- Inward/Outward Material movement entry & monitoring.
- Servant, maid & driver documentation procedure.

Note: Performance monitor and measurement:

7.3 Manpower Deployment and Selection

- Established standards and measurement parameters are to be applied as a means of ensuring, to the greatest degree possible, high quality, reputable, cost-effective FSS services.
- People/Staff/Personnel provided by the Service Provider for working / managing the services within the scope of work should be in a good health and free from any infectious diseases. A medical certificate from a clinic/hospital as prescribed by Client for each employee working/operating in the said premises would have to be submitted at the time of the employee joining duty in these premises. The medical examination will have to be conducted periodically or as specified by client, by the Service Provider at his own cost.
- The Service Provider shall deploy FSS personnel only with the acceptable appearance / qualification / attributes at the premises of client failing which the Service Provider would be required to submit a written explanation detailing reasons to client.
- The facility staff appointed on the premises by the Service Provider shall be changed only on the sole discretion of client or requirements from time to time.
- Communication skills – The FSS Personnel should be able to communicate efficiently in Hindi and Local Languages.

7.4 Service provider shall follow these diligently:

- Service providers shall ensure that person with special needs have volunteers during emergency to assist them.
- Service provider shall be responsible for controlling traffic during emergencies, directing local emergency response vehicles and personnel to the emergency site.
- Service provider shall conduct investigation on security and fire alarms.
- Service provider shall co-ordinate with all activities and front end the scene during emergency.
- Service provider shall be responsible for conducting periodic, inspection and maintenance of Fire extinguishers.

7.5 Key Management:

- All the keys to the facility are accounted.
- Ensure that keys are kept secured/sealed and anonymously marked
- Logging and keeping up to date all key transactions.
- Securing and tagging of all keys which are not regularly used in a key box
- Conduct regular audits
- Change of locks/keys with proper authorization
- Replication and / or replacement of all locks and keys with approvals

7.6 Documentation:

- Service provider shall maintain – visitor register, Materials outward / inward register, returnable goods register, contractors' materials receive register,

7.7 Incident Reporting & Responsibility on property

- Service provider shall be responsible for any thefts/losses on items like Speakers, camera, hose pipe, Nozzle, fire extinguisher, Telephone instruments.
- Service provider shall be responsible for any losses/thefts from the facility if Client allows the service provider to carry out frisking.

7.8 For any thefts of valuables:



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Dr. Azuradha J. Bakshi
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- The service provider shall raise an incident report internally.
- File the FIR immediately.
- Service provider shall carry out necessary investigation both internal & external.
- Service provider shall dully co-ordinate with the government officials in tracking the FIR.
- Obtain necessary details with respect to the investigation and tracking done by the government officials and brief the same to CLIENT Management.
- Submit the Incident report to the facility manager with in 48 hrs with relevant records.
- Service provider shall be in touch with the government officials and speed up the investigation & tracking to close the FIR as soon as possible.

8. Statutory

1. It is agreed and understood that the charges mentioned include all statutory payments if applicable, it also includes necessary tool, uniforms and equipment. No additional claims will be entertained on account of transportation and additional hours of work unless specifically pre-approved by client.

2. The agreed price also includes necessary tools and tackles, uniforms, safety shoes and connected accessories, logbooks and registers to be maintained as may be required, service charges and taxes. No additional claims will be entertained on account of transportation, additional hours of work on need basis if required and any other obligations.

3. Anything in this Schedule to the contrary notwithstanding, the Manager shall pay the Service Provider only as and when the Client provides the Manager with fees to cover such payment pursuant to the Facilities Management Agreement.

4. All staff should have adequate experience in their respective services. All the above services will be provided for seven days a week (Monday through Sunday) throughout the year. Proper relievers for the service personnel will be onsite for weekly offs holidays and absenteeism at no extra cost.

9. Service Level Agreements

Security posts covered consistent with Security Coverage Program	>90%
Security posts covered consistent with post orders	>90%
Security incident reports completed within 48 hours	100%
Security response appropriate based on post orders and nature of an emergency or security breach	>90%
Customer satisfaction	3.5 out of a 5 scale
Security records maintained as per BS 7799 specifications	98%
Monthly Invoice and supporting submitted as per stipulated time	99%

10. CONFIDENTIALITY: Each of between Ancile Facility Solutions, Services and the Client shall not, and shall procure that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.



Ashish
Dr. Azuridha J. Bakshi
FC Principal



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11. TERMINATION OF CONTRACT: The Parties agreed for termination of the contract by serving a clear 'One month's advance written notice to the other Party. The Contractor at the end of the notice period or till such extended time will withdraw the FSS Personnel from the Client's location. If the Contractor does not receive the Contract Termination letter from the Client at least a Month prior to the contract expiry date, the contract will automatically stand renewed for a further period of one years.

12. FORCE MAJEURE: The obligations of the Contractor will be suspended when the services under the said contract are subject to Force Majeure which can be termed as civil disturbance, riots, strikes, earthquake, storm, tempest, acts of God, emergency, such other acts as are beyond the control of the Contractor, etc.

13. DISPUTE RESOLUTION & JURISDICTION:

All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India.

However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.

14. AMENDMENT AND BINDING: No amendment to this Agreement shall be binding on the Contractor unless it is signed by Managing Director/Manager of the Contractor.

15. ENTIRE AGREEMENT: The terms and provisions, annexure, enclosures, attachments contained herein constitute the entire agreement between the parties, and this Agreement shall supersede any and all previous agreements, whether verbal or written, which have been entered into by and between the parties with respect to the subject matter hereof.

16. NOTICES: All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party at the address as mentioned hereinabove or facsimile number(s), or such as have been notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery, upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested) postage prepaid

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written:

SIGNED AND DELIVERED for and on behalf of }

By its authorized Signatory

} Name: _____



Dr. Azuradha J. Bakshi
EC Principal

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} Designation-----

SIGNED AND DELIVERED for and on behalf of }

Nirmala Niketan Institute }

By its authorized signatory.

Name: Noella Dias

Designation: Manager

WITNESS:



Dr. Azuratha J. Bakshi
FC Principal

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(2) CONTRACT OF CLEAN WORLD HOUSEKEEPING SERVICES

Service Agreement

This Service Agreement (The "Agreement") is made and executed on 1st day of June, 2022 at, Mumbai, Maharashtra.

By & Between

Clean World Enterprises, having its registered office at 158, V-Mall, Thakur Complex, Kandivli East Mumbai 400101

(Hereinafter referred to as the Service Provider)

&

Nirmala Niketan Institute, College of Home Science situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020

(Hereinafter referred to as the Client).

WHEREAS the Service Provider is providing services in relation to Facilities MANAGEMENT Solution which includes services of human resources as for housekeeping janitor and supervisory services.

WHEREAS the said Client is a Registered trust runs the College of Home Science Nirmala Niketan for girls affiliated to Mumbai University who had approached the service provider for rendering their housekeeping services that includes; and on rental basis in the college premises.

WHEREAS each party are duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties hereby agree as follows:

LOCATION: The Service Provider is aware that of the said client is located at **Nirmala Niketan Institute, College of Home Science Nirmala Niketan** situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020

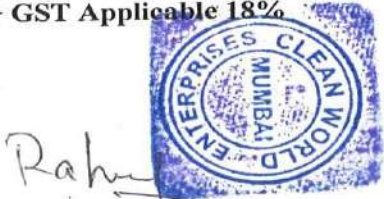
I. DATE OF COMMENCEMENT: The Client hereby agrees to engage the Service Provider for rendering their above-mentioned Services at their location w.e.f. 1st June 2022

II. UNIT STRENGTH AS FOR JANITOR ON COMMENCEMENT ALONG WITH CHARGES: The unit strength at the time of commencement is mentioned hereunder. However, the same shall be reviewed mutually from time to time depending on the exigencies of the situation and as is expressly agreed to in writing by the Client.

In case, the Client requests for increase in strength of Human Resource than specified above, the Service Provider would be given 7days time to deploy additional staff.

Sr. No.	Particulars	Qty.	Rate per Month (INR)	Amount
1.	Providing housekeeping service with janitors on 9 Hrs. duty, 6 days per week. (Including service charges)	1 Nos. Janitor	15000. 00	15000. 00
Total Charges Per Month				15000. 00

+ GST Applicable 18%



Handwritten signature 'Anubh...' and printed text: Dr. Anuradha J. Bakshi, IC Principal



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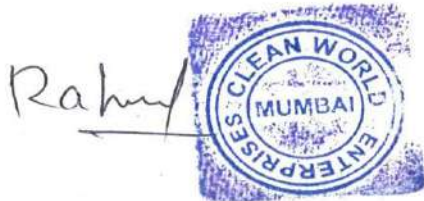
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III. Material will be to be supplied every month:

<ul style="list-style-type: none">• Dry mop set (1)• Wet mop set (1)• Soft broom (2)• Hard Boom (1)• Hand wash (5 ltrs)• Dusters	<ul style="list-style-type: none">• Sunny Phenyl (5 Ltrs)• Toilet cleaner (5 Ltrs)• Floor Wiper set• Black Garbage Bag (Per Pkt 10 Pcs)• Hand Gloves
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Please note that materials like Nilkamal Garbage Bin, 5/ 7 feet, Chokup Pump, Bucket Washer set, Brush Set, will be provided by the client.

- IV. **PERIOD:** The Service Agreement shall commence from 1st June 2022 and valid till 30th April 2023. It shall be in-force for a period of one year with effect from date of commencement and shall additionally remain in force between the parties until such time as the persons engaged by the **Service Provider in terms of this Agreement** remain on the location of the **Client** providing services as contemplated herein.
- V. **DUTY HOURS:** The daily working hours of the Personnel deployed by the **Service Provider at the Client's Site Location** shall be of Nine hours per working day.
- VI. **HOLIDAY:** The Personnel deployed by the Service Provider shall be entitled to have 1 day weekly off.
- VII. **BILLING AND PAYMENTS:** The **Service Provider** will invoice the **Client** on or before the 7th day of bill submission every month and any less / extra duties actually performed will be adjusted in the subsequent month's invoice. For ensuring timely payments to the **Service Provider's** Personnel, the **Client** shall pay Invoice amount by 7th day of the subsequent month. Any Discrepancy in the invoice has to be resolved between client & contractor before payment is released.
- VIII. The Service Provider shall do payment to all the staff before 7th of every month as per attendance sheet approved by Client. Any dispute in attendance sheet will be adjusted in upcoming invoice with mutual confirmation.
- IX. All payments towards Contractor's invoice are to be made by RTGS/NEFT/Cheque favoring **Clean World Enterprises** only.
- X. In any case or claim involving the **Service Provider's** employees or outsourced employees for any allegedly negligent act, fraud, any direct / indirect act that leads to loss of property, information, etc. at the **Client's** facility, the **Service Provider**



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will use reasonable endeavors to assist the **Client** to process the claim based on the FIR lodged.

XI. SCOPE OF WORK & TRAINING: For JANITOR

Activity	Frequency
WC/ Bathrooms Sweeping & Mopping	
All the floors WC and bathroom	Daily
Remove the dirt and dustbins to be clean	Daily

Kindly note, with reference to above mentioned scope of work, the client hereby states it clear that Sweep clean of all floor area includes -

- WC being free from dirt, mud, sand, footprints, liquid spills and other debris at all the times.
- **With reference to Washroom cleaning-**
- Thorough cleaning and sanitization of common toilets, bathroom, wash basins and shower facilities using suitable non-abrasive cleansers & disinfectants.
- All surfaces shall be free of grime, soap, mud, dirt or smudges.
- Cleaning of mirrors glass doors, glass windows, taps etc.

XII. Expected Training requirements: Pre-assignment:

- Personnel deployed should be trained to use and handle single disc scrubbing machine
- Personnel deployed should be trained to use and handle Fogg machine.
- Personnel deployed should be trained to use Pest Control machine.
- Customer Service Training, to include proper etiquette in a housing environment
- Maintaining & Updating Checklist of jobs expected/ done
- Prevention Against Sexual Harassment Training

XIII. Manpower Deployment and Selection

- Established standards and measurement parameters are to be applied as a means of ensuring, to the greatest degree possible, high quality, reputable, cost-effective services.
- People/Staff/Personnel provided by the Service Provider for working / managing the services within the scope of work should be in a good health and free from any infectious diseases.
- A medical certificate from a clinic/hospital as prescribed by Client for each employee working/operating in the said premises would have to be submitted at the time of the employee joining duty in these premises. The medical examination will have to be conducted periodically or as specified by client, by the Service Provider at his own cost.
- The facility staff appointed on the premises by the Service Provider shall be changed only on the sole discretion of client or requirements from time to time.
- Communication skills – The Personnel should be able to communicate efficiently in Hindi and Local Languages.

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Dr. Anuradha J. Bakshi
EC Principal

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- XIV. TERMINATION OF SERVICE AGREEMENT:** The Parties agreed for termination of the SERVICE AGREEMENT by serving a clear 'One month's advance written notice to the other Party. The Service Provider at the end of the notice period or till such extended time will withdraw the Personnel from the Client's location. If the Service Provider does not receive the Service Agreement Termination letter from the Client at least a Month prior to the contract expiry date, the contract will automatically stand renewed for a further period of one year.
- XV. FORCE MAJEURE:** The obligations of the **Service Provider** will be suspended when the services under the said contract are subject to Force Majeure which can be termed as civil disturbance, riots, strikes, earthquake, storm, tempest, acts of God, emergency, such other acts as are beyond the control of the **Service Provider**, etc.
- XVI.** During the course of employment, if any personnel employment meets with an accident at the client premises resulting to partial or permanent physical/ mental damage, it shall be the duty of the service provider to provide consolidated compensation.
- XVII.** During the course of employment, if there arises any dispute between/ by Employees, the client nowhere shall be held liable for any issue whatsoever.
- XVIII.** All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the Trustee/ MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India. However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.
- XIX. DISPUTE RESOLUTION & JURISDICTION:**
All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the Trustee/ MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India.

However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained

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or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.

XX. ENTIRE AGREEMENT: The terms and provisions, annexure, enclosures, attachments contained herein constitute the entire agreement between the parties, and this Agreement shall supersede any and all previous agreements, whether verbal or written, which have been entered into by and between the parties with respect to the subject matter hereof.

XXI. NOTICES: All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party at the address as mentioned hereinabove or facsimile number(s), or such as have been notified in writing by such Party to the other no less than 15 days in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery, upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested) postage prepaid

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written:

SIGNED AND DELIVERED for and on behalf of }
Clean World Enterprises }
By its authorized Signatory }



Rahul
Name: Rahul Shivraj Shelkumkar
Designation: Supervisor

SIGNED AND DELIVERED for and on behalf of }
Nirmala Niketan Institute, }
By its authorized signatory. }

Name: Noella
Designation: Manager
Noella Das



WITNESS:

R. Das BERNARD



Dr. Anuradha J. Bakshi
EC Principal

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(3) CONTRACT OF SHEELA RAMESH IYER SECURITY GUARD SERVICES

CONTRACT FOR Facility Support SERVICES (FSS)

THIS AGREEMENT made on this 1st day of October 2022 between Sheela Ramesh Iyer, Shop No 3 Indradarshan Apt, Stella Apt office, Vasai West, Dist Palghar 401202 Maharashtra represented through its authorised signatory Mrs Sheela Iyer of the ONE PART.
(Hereinafter referred to as the Contractor)

AND

Nirmala Niketan Institute, College of Home Science situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020 shall mean and include its heirs, representative, successor-in-interests and assigns of the OTHER PART.
(Hereinafter referred to as the Client).

Whereas, the Client wishes to engage Facility Support Services (FSS) of the Contractor for securing the Client's premises situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020 and for the same, the Contractor has agreed to provide Guarding FSS at the Client's location/s and on the terms and conditions as per contractor's offer letter dated 17.08.2022 and other terms as agreed to hereunder.

NOW THIS AGREEMENT WITNESSETH AND IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DATE OF COMMENCEMENT:** The Client agrees to engage the Contractor for rendering their professional Services at their location w.e.f. 1st Oct 2022 or earlier as mutually decided.

2. **UNIT STRENGTH AS ON COMMENCEMENT:** The unit strength at the time of commencement is mentioned hereunder. However, the same shall be reviewed mutually from time to time depending on the exigencies of the situation and as is expressly agreed to in writing by the Contractor.

Category	Total Strength	Duty Hrs
		I
FSS Guard	1	12

In case, the Client requests for increase in strength of Guarding Personnel than specified above, the Contractor would be given 7days time to deploy additional staff.

3. **MONTHLY RATES & BILLING:** The Contractor shall render its professional FSS to the Client as per following agreed monthly rates & billing:

Category	Rates Per Head Per Month (Rs.)	Duty Hrs.	Strength (Nos.)	Total (Rs.)
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Dr. Azuradha J. Bokshi
FC Principal

CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

FSS Guard	18,000	12	1	18,000/-
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4. PERIOD: The Agreement shall commence from 1st October 2022 and valid till 30th April 23. It shall be in force for a period of One years with effect from date of commencement and shall additionally remain in force between the parties until such time as the persons engaged by the **Contractor in terms of this Agreement** remain on the location of the **Client** providing services as contemplated herein.

5. DUTY HOURS: The daily working hours of the FSS Personnel deployed by the **Contractor** shall be of twelve hours duration.

6. BILLING AND PAYMENTS: 6.1. The **Contractor** will invoice the **Client** on or before the 7th day of bill submission every month and any less / extra duties actually performed will be adjusted in the subsequent months invoice. For ensuring timely payments to the Contractor's FSS Personnel, the Client shall pay Invoice amount by 7th day of the subsequent month. Any Discrepancy in the invoice has to be resolved between client & contractor before payment is released.

6.2 The **Contractor** shall do payment to all the staff before 7th of every month as per attendance sheet approved by **Client**. Any dispute in attendance sheet will be adjusted in upcoming invoice with mutual confirmation.

6.3 All payments towards **Contractor's** invoice are to be made by RTGS/NEFT/Cheque favouring between **Sheela Ramesh Iyer Security & Facility Solutions** only.

6.4 In any case or claim involving the **Contractor's** employees or outsourced employees for any allegedly negligent act, fraud, any direct / indirect act that leads to loss of property, information, etc. at the **Client's** facility, the **Contractor** will use reasonable endeavours to assist the **Client** to process the claim based on the FIR lodged.

7. SCOPE OF WORK & TRAINING: For Facility Support Services/ Staff

The scope of work will include but not limited to providing Comprehensive Security, Assets security and safety Management, Office security, fire fighting, water management and security of premises for the Client's premises.

7.1 (I) The FSS staff would be responsible for the safety of fittings, fixtures, fit out etc. installed at the said Premises. Upon commencement of services, a register detailing the inventory of all equipment and various facilities will be prepared by the Service Provider. It is the sole responsibility of the Service Provider to update this inventory on a quarterly basis in consultation with Client. On completion of the contract period, the Service Provider has to handover the premises to CLIENT as per the Inventory register.

(II) All the security related logbooks, checklists, and various material and staff monitoring register etc. prescribed would have to be properly and duly filled by the FSS staff and got endorsed from the client's representative at premises.

(III) All the entry gate points of the said premises would be continuously guarded for full 24 hours as may be indicated and service provider shall not leave any location or post unmanned. Main entrance of the building etc. within the said premises will be in the scope of services to be provided by the Service Provider.

(IV) The fire detection and fire extinguishers system will also be supervised and maintained by the FSS Staff of the Service Provider. In case of fire emergency, support to engineering / maintenance staff including operation of all fire suppression equipment like fire hose reels, hydrants systems, any other fire suppression system like fire extinguishers etc. would be the direct responsibility.




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IC Principal

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4.4.2 - Maintenance of Infrastructure and Facilities

(V) All the facility staff deployed at site by the Service Provider has to be necessarily trained in operation and usage of fire detection and fire suppression system including smoke and heat detectors, Fire Extinguishers of various types, fire hose reels systems, fire hydrants etc.,

(VI) The agency shall be providing support & work closely for conducting fire drills, evacuation drills & life safety training for the staffs.

(VII) The Service Provider shall be responsible to look after all property and equipment of the said premises entrusted to it for guarding & provision of security and safekeeping and under its control (reasonable levels of wear and tear accepted).

(VIII) The employees of the service provider shall be constantly patrolling various posts at the premises as per the direction of the client, and there should be minimal interaction with other Service Providers at the premises.

(IX) Conservation and economical use of electricity energy and water is to be made in the premises by the Service Provider.

(X) The Supervisor appointed by the Service Provider for the said premises will be fully responsible for the day-to-day operations of the services within the scope of services mentioned earlier.

- Co-ordinate with Lift/ plumber/ Electrician/ STP, etc vendors for logging complaints
- The Service Provider's representative will keep Client informed of any fault in equipment machinery or fittings, which may occur from time to time during operations.
- The Service Provider shall report all accidents and injuries promptly to Client and to any government authorities as may be required by Applicable Law.
- All the employees of the Service Provider have to be well behaved and courteous to residents, their staff/ society staff and other colleagues. Misconduct and bad behaviour of any kind from any of your staff would not be tolerated.
- The Service Provider shall maintain all records at premises.
- The service provider will be responsible to conduct Supervision/inspections, Twice in week site visits- fixed and unannounced, night checks, prepare and forward site visit reports.

7.2 Expected Training requirements

Pre-assignment:

- Certification in First Aid
- Customer Service Training, to include proper telephone etiquette in a housing society environment
- Patrol techniques
- Report Writing
- Sexual Harassment Training
- Access control & Video phone calling

Site specific training:

- Client asset and property control procedures
- Report writing procedures to include, Daily Reports, Safety incident tracking, log books and other forms as indicated by the assigned facility.
- Training on Security and site Standard Operating Procedures (SOP).
- Customer Service and Telephone Etiquette.
- Training on Apna Complex ERP.

Site-specific training:

- Site-specific familiarization to include training on specific security post assignments, and the structure/layout of the assigned facility. Additionally, Security related equipment including guard tour systems, and CCTV systems.
- Emergency response procedures.



Dr. Azuradha J. Bokshi
FC Principal



CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

- Visitor management procedure.
- Fire Extinguisher Training.
- Physical Security alarm response Procedures.
- Duress alarm response procedures.
- Safety procedures and Hazardous materials orientation (to include training on MSDS information), restricted access areas and required procedures.
- Emergency Response Plan Orientation and Training.
- Inward/Outward Material movement entry & monitoring.
- Servant, maid & driver documentation procedure.

Note: Performance monitor and measurement:

7.3 Manpower Deployment and Selection

- Established standards and measurement parameters are to be applied as a means of ensuring, to the greatest degree possible, high quality, reputable, cost-effective FSS services.
- People/Staff/Personnel provided by the Service Provider for working / managing the services within the scope of work should be in a good health and free from any infectious diseases. A medical certificate from a clinic/hospital as prescribed by Client for each employee working/operating in the said premises would have to be submitted at the time of the employee joining duty in these premises. The medical examination will have to be conducted periodically or as specified by client, by the Service Provider at his own cost.
- The Service Provider shall deploy FSS personnel only with the acceptable appearance / qualification / attributes at the premises of client failing which the Service Provider would be required to submit a written explanation detailing reasons to client.
- The facility staff appointed on the premises by the Service Provider shall be changed only on the sole discretion of client or requirements from time to time.
- Communication skills – The FSS Personnel should be able to communicate efficiently in Hindi and Local Languages.

7.4 Service provider shall follow these diligently:

- Service providers shall ensure that person with special needs have volunteers during emergency to assist them.
- Service provider shall be responsible for controlling traffic during emergencies, directing local emergency response vehicles and personnel to the emergency site.
- Service provider shall conduct investigation on security and fire alarms.
- Service provider shall co-ordinate with all activities and front end the scene during emergency.
- Service provider shall be responsible for conducting periodic, inspection and maintenance of Fire extinguishers.

7.5 Key Management:

- All the keys to the facility are accounted.
- Ensure that keys are kept secured/sealed and anonymously marked
- Logging and keeping up to date all key transactions.
- Securing and tagging of all keys which are not regularly used in a key box
- Conduct regular audits
- Change of locks/keys with proper authorization
- Replication and / or replacement of all locks and keys with approvals

7.6 Documentation:

- Service provider shall maintain – visitor register, Materials outward / inward register, returnable goods register, contractors' materials receive register,



Anubha
Dr. Anuradha J. Bakshi
FC Principal

CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

7.7 Incident Reporting & Responsibility on property

- Service provider shall be responsible for any thefts/losses on items like Speakers, camera, hose pipe, Nozzle, fire extinguisher, Telephone instruments.
- Service provider shall be responsible for any losses/thefts from the facility if Client allows the service provider to carry out frisking.

7.8 For any thefts of valuables:

- The service provider shall raise an incident report internally.
- File the FIR immediately.
- Service provider shall carry out necessary investigation both internal & external.
- Service provider shall dully co-ordinate with the government officials in tracking the FIR.
- Obtain necessary details with respect to the investigation and tracking done by the government officials and brief the same to CLIENT Management.
- Submit the Incident report to the facility manager with in 48 hrs with relevant records.
- Service provider shall be in touch with the government officials and speed up the investigation & tracking to close the FIR as soon as possible.

8. Statutory

1. It is agreed and understood that the charges mentioned include all statutory payments if applicable, it also includes necessary tool, uniforms and equipment. No additional claims will be entertained on account of transportation and additional hours of work unless specifically pre-approved by client.

2. The agreed price also includes necessary tools and tackles, uniforms, safety shoes and connected accessories, logbooks and registers to be maintained as may be required, service charges and taxes. No additional claims will be entertained on account of transportation, additional hours of work on need basis if required and any other obligations.

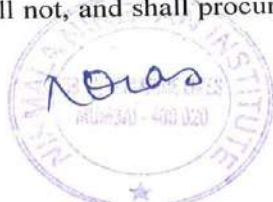
3. Anything in this Schedule to the contrary notwithstanding, the Manager shall pay the Service Provider only as and when the Client provides the Manager with fees to cover such payment pursuant to the Facilities Management Agreement.

4. All staff should have adequate experience in their respective services. All the above services will be provided for seven days a week (Monday through Sunday) throughout the year. Proper relievers for the service personnel will be onsite for weekly offs holidays and absenteeism at no extra cost.

9. Service Level Agreements

Security posts covered consistent with Security Coverage Program	>90%
Security posts covered consistent with post orders	>90%
Security incident reports completed within 48 hours	100%
Security response appropriate based on post orders and nature of an emergency or security breach	>90%
Customer satisfaction	3.5 out of a 5 scale
Security records maintained as per BS 7799 specifications	98%
Monthly Invoice and supporting submitted as per stipulated time	99%

10. CONFIDENTIALITY: Each of between Sheela Ramesh Iyer Security & Facility Solutions Services and the Client shall not, and shall procure that its employees and agents shall not, disclose, divulge and / or



Anshu
Dr. Anuradha J. Bakshi
FC Principal

CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

11. TERMINATION OF CONTRACT: The Parties agreed for termination of the contract by serving a clear 'One month's advance written notice to the other Party. The **Contractor** at the end of the notice period or till such extended time will withdraw the FSS Personnel from the Client's location. If the **Contractor** does not receive the Contract Termination letter from the **Client** at least a Month prior to the contract expiry date, the contract will automatically stand renewed for a further period of one years.

12. FORCE MAJEURE: The obligations of the **Contractor** will be suspended when the services under the said contract are subject to Force Majeure which can be termed as civil disturbance, riots, strikes, earthquake, storm, tempest, acts of God, emergency, such other acts as are beyond the control of the **Contractor**, etc.

13. DISPUTE RESOLUTION & JURISDICTION:

All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India.

However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.


14. AMENDMENT AND BINDING: No amendment to this Agreement shall be binding on the **Contractor** unless it is signed by Managing Director of the **Contractor**.

15. ENTIRE AGREEMENT: The terms and provisions, annexure, enclosures, attachments contained herein constitute the entire agreement between the parties, and this Agreement shall supersede any and all previous agreements, whether verbal or written, which have been entered into by and between the parties with respect to the subject matter hereof.

16. NOTICES: All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party at the address as mentioned hereinabove or facsimile number(s), or such as have been notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery, upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested) postage prepaid

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written:




Dr. Anuradha J. Bakshi
FC Principal

CRITERION 4 (AQR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

SIGNED AND DELIVERED for and on behalf of }
Sheela Ramesh Gyer
By its authorized Signatory

Name: Smt. Sheela R. Gyer
Designation: Proprietor

SIGNED AND DELIVERED for and on behalf of }
Nirmala Niketan Institute
By its authorized signatory.
College of Home science

Name: Ms. Noella Dias
Designation: Manager

WITNESS:



Dr. Azuradha J. Bakshi
EC Principal

CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

(4) CONTRACT OF VARAD FACILITIES MANAGEMENT HOUSEKEEPING SERVICES

Service Agreement

This Service Agreement (The "Agreement") is made and executed on 1st day of June, 2022 at, Mumbai, Maharashtra.

By & Between

Varad Facilities Management Solution, having its registered office at Corp. Office: 46, Rajabhadur Compound, opp. Garden Jolly Hotel, Fort, Mumbai - 400 0023

(Hereinafter referred to as the Service Provider)

&

Nirmala Niketan Institute, College of Home Science Nirmala Niketan situated at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020

(Hereinafter referred to as the Client).

WHEREAS the Service Provider is providing services in relation to Facilities MANAGEMENT Solution which includes services of human resources as for housekeeping janitor and supervisory services on rent.

WHEREAS the said Client is a Registered Trust runs the College of Home Science Nirmala Niketan for girls, affiliated to Mumbai University who had approached the service provider for rendering their housekeeping services that includes; and on rental basis in the college premises.

WHEREAS each party are duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties hereby agree as follows:

LOCATION: The Service Provider is aware that of the said client is located at 49, Nirmala Niketan, New Marine Lines, Churchgate, Mumbai 400020

I. DATE OF COMMENCEMENT: The Client hereby agrees to engage the Service Provider for rendering their above-mentioned Services at their location w.e.f. 1st June 2022

II. UNIT STRENGTH AS FOR HOUSEKEEPING ON COMMENCEMENT ALONG WITH CHARGES: The unit strength at the time of commencement is mentioned hereunder. However, the same shall be reviewed mutually from time to time depending on the exigencies of the situation and as is expressly agreed to in writing by the Client.

In case, the Client requests for increase in strength of Human Resource than specified above, the Service Provider would be given 7days time to deploy additional staff.

Sr. No.	Particulars	Qty.	Rate per Month (INR)	Amount
1.	Providing housekeeping service on 9 Hrs. duty, 6 days per week. (Including service charges)	1 Nos. Housekeeping	11000. 00	11000. 00









CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

Management Charges		550.00	550.00
Total Charges Per Month			11550. 00

III. LIST OF MATERIAL TO BE SUPPLIED EVERY MONTH:

The client will provide the material.

Please note that materials like Garbage Bin, Brush Set, Wiper set, duster and bucket will be billed on actuals as when purchased. Purchase would be done post getting cost and quantity approval.

IV. PERIOD: The Service Agreement shall commence from 1st June 2022 and valid till 30th April 2023. It shall be in-force for a period of one year with effect from date of commencement and shall additionally remain in force between the parties until such time as the persons engaged by the **Service Provider in terms of this Agreement** remain on the location of the **Client** providing services as contemplated herein.

V. DUTY HOURS: The daily working hours of the Personnel deployed by the **Service Provider at the Client's Site Location** shall be of Nine hours per working day.

VI. HOLIDAY: The Personnel deployed by the Service Provider shall be entitled to have 1 day weekly off.

VII. BILLING AND PAYMENTS: The **Service Provider** will invoice the **Client** on or before the 7th day of bill submission every month and any less / extra duties actually performed will be adjusted in the subsequent month's invoice. For ensuring timely payments to the **Service Provider's** Personnel, the **Client** shall pay Invoice amount by 7th day of the subsequent month. Any Discrepancy in the invoice has to be resolved between client & contractor before payment is released.

VIII. The Service Provider shall do payment to all the staff before 7th of every month as per attendance sheet approved by Client. Any dispute in attendance sheet will be adjusted in upcoming invoice with mutual confirmation.

IX. All payments towards Contractor's invoice are to be made by RTGS/NEFT/Cheques favoring **Varad Facilities Management Solution** only.

X. In any case or claim involving the **Service Provider's** employees or outsourced employees for any allegedly negligent act, fraud, any direct / indirect act that leads to loss of property, information, etc. at the **Client's** facility, the **Service Provider** will use reasonable endeavors to assist the **Client** to process the claim based on the FIR lodged.



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IC Principal



CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

XI. SCOPE OF WORK & TRAINING: For House Keeping

Activity	Frequency
Waste Management	
Garbage Collection, Wet & Dry Waste Management	Daily
Sweeping & Mopping	
Main Reception Lobby	Daily
Designed Floor Lobbies Staircases, Railings	Daily

Kindly note, with reference to above mentioned scope of work, the client hereby states it clear that Sweep clean of all floor area includes -

- o Floors being free from dirt, mud, sand, footprints, liquid spills and other debris at all the times.
- o Chair, trash receptacles, and easily moveable items shall be moved to clean underneath.

XII. Manpower Deployment and Selection

- o Established standards and measurement parameters are to be applied as a means of ensuring, to the greatest degree possible, high quality, reputable, cost-effective services.
- o People/Staff/Personnel provided by the Service Provider for working / managing the services within the scope of work should be in a good health and free from any infectious diseases.
- o A medical certificate from a clinic/hospital as prescribed by Client for each employee working/operating in the said premises would have to be submitted at the time of the employee joining duty in these premises. The medical examination will have to be conducted periodically or as specified by client, by the Service Provider at his own cost.
- o The facility staff appointed on the premises by the Service Provider shall be changed only on the sole discretion of client or requirements from time to time.
- o Communication skills – The Personnel should be able to communicate efficiently in Hindi and Local Languages.

XIII. **TERMINATION OF SERVICE AGREEMENT:** The Parties agreed for termination of the SERVICE AGREEMENT by serving a clear 'One month's advance written notice to the other Party. The Service Provider at the end of the notice period or till such extended time will withdraw the Personnel from the Client's location. If the Service Provider does not receive the Service Agreement Termination letter from the Client at least a Month prior to the contract expiry date, the contract will automatically stand renewed for a further period of one year.

XIV. **FORCE MAJEURE:** The obligations of the Service Provider will be suspended when the services under the said contract are subject to Force Majeure which can be termed as civil disturbance, riots, strikes, earthquake, storm, tempest, acts of God, emergency, such other acts as are beyond the control of the Service Provider, etc.

XV. During the course of employment, if any personnel employment meets with an



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FC Principal



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accident at the client Institute premises resulting to partial or permanent physical/ mental damage, it shall be the duty of the service provider to provide consolidated compensation.

- XVI.** During the course of employment, if there arises any dispute between/ by Employees, the Client nowhere shall be held liable for any issue whatsoever.
- XVII.** All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the trustees/ MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India. However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.
- XVIII. DISPUTE RESOLUTION & JURISDICTION:**
All disputes should be resolved mutually between parties by referring to a Conciliation Committee consisting of 2 members from each side, referred by the trustees/ MD/ Director / CEO's both Parties through a negotiation process for amicable settlement. The Committee upon such discussions record their Minutes of Meetings and provide a copy to each party. In failure of a consensus settlement between the Parties, the Parties may seek appropriate remedy from judicial authority at the exclusive Jurisdiction of Mumbai ONLY as per Laws of India.
- However, if a dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Mumbai.
- XIX. ENTIRE AGREEMENT:** The terms and provisions, annexure, enclosures, attachments contained herein constitute the entire agreement between the parties, and this Agreement shall supersede any and all previous agreements, whether verbal or written, which have been entered into by and between the parties with respect to the subject matter hereof.
- XX. NOTICES:** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party at the address as



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FC Principal



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mentioned hereinabove or facsimile number(s), or such as have been notified in writing by such Party to the other no less than 15 days in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery, upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested) postage prepaid.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written:

SIGNED AND DELIVERED for and on behalf of }
Varad Facilities Management Solution }
By its authorized Signatory }

Name: }
Designation: }

[Signature]
[Signature]


SIGNED AND DELIVERED for and on behalf of }
Nirmala Niketan Institute }
By its authorized signatory. }

Name: }
Designation: }

[Signature]
[Signature]


WITNESS:



[Signature]
Dr. Azuradha J. Bakshi
FC Principal



CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities

(5) CONTRACT OF OTIS ELEVATOR SERVICES

OTIS

Otis Elevator Company (India) Limited
(Western Region)
9th Floor, Magnus Towers
MindSpace, Link Road
Malad (West), Mumbai 400 064
Tel: (91-22) 2844 9700 / 6679 5151
Fax: (91-22) 2844 9792
www.otis.com

ME1975/TMA/YADA
JULY 27, 2022

~~NI, NIRMALA NIKETAN POLYTECHNIC,~~
INSTITUTE
NEW MARINE LINES,
CHURCHGATE,
MUMBAI-400020.
MAHARASHTRA.

GOLD

Dear Sir,

Sub: AMC Proposal for Otis Elevator at your esteemed premises, M/C No. E1975/6
We thank your society for choosing OTIS as the service provider for routine requirements of the lifts. This is in reference to maintenance contract due from **01 AUGUST, 2022**. As discussed, the proposal for the long-term AMC contract details is given below.

Contract- No	Period	AMC payable for next three years	
ME1975/6	August 01, 2022 to July 31, 2023	Rs 1,51,324	1,35,000
ME1975/6	August 01, 2023 to July 31, 2024	Rs 1,58,890	1,40,000
ME1975/6	August 01, 2024 to July 31, 2025	Rs 1,66,835	1,45,000

The above rates are only basic amount; **GST @ 18%** is applicable. Kindly release the payment at the earliest to update our book of accounts and avail of our uninterrupted services.

Thanking and assuring you of our best services at all times.

Yours truly,
OTIS ELEVATOR CO. (I) LTD.

T. M. Arunan,
ASST. MANAGER SERVICE,
Mob. No- 9967574042.

Arun
6/8/2022

Naras
08/08/2022



Amalika
Dr. Azuradha J. Bakshi
EC Principal

4.4.2 - Maintenance of Infrastructure and Facilities

(6) CONTRACT OF RENTOKIL PCI PEST CONTROL SERVICES



Global Expertise in Pest Control

Service Order

Date: 01/12/2022
Sr No: 11496

For Office Use Only

Booking / Contract Number _____

Renewal New Additional

Contract Period

Start Date 01/12/2022
End Date 30/11/2023

Auto-renewal Yes No
Hike _____%

Customer Tel. No. _____
Customer E-mail _____

Customer Unavailability Day _____ Time _____
days _____

PCIPCPL Contact Kalbadani
PCIPCPL Tel. No. 22011233
PCIPCPL E-Mail _____

Invoice Details

Customer Name (registered name) Nirmala Niketan
Invoice Address Institute
6th floor 38 Nirmala Niketan
New Marine Lines, Sir V. T.
Mang chuehgate Mumbai
Postcode 400020

Premise/Service Details

Service Address (if different)
For Our Entire Bldg Common
area, Stairways, lobby, passage
1, 2nd floor library, Toilets Room
only.
Postcode _____

Total Area Covered _____ (sq. ft) Rate per sq. ft _____

Service Covered

GSS IAM PPS IMM IFM

Others IFM → 24-Service Service Frequency: _____

Pricing

Annual Value 42373/- + GST as applicable @ 18 % = Total Value 50000/-

HSN Code _____ GST No. 27AAATNO09IN1ZC

Payment Terms 100% Advance Payment Mode Cheque Cash

Mode of payment: Cheque or cash payment is acceptable. All cheque payments to be made in favour of "PCI PEST CONTROL PRIVATE LIMITED" only. The customer is liable to pay bank charges arising as a result of bounced cheque and the charges will be accepted in cash only.

Customer Signature _____
Name in BLOCK LETTERS _____
Date _____

Signed for PCIPCPL _____
Name in BLOCK LETTERS Deepak Jha
Employee Code 11190


Customer Care Contact: 1800 212 212 5 | solutions@rentokil-pci.com



Dr. Azurilha J. Bakshi
PC Principal

CRITERION 4 (AQAR 2022-23)

4.4.2 - Maintenance of Infrastructure and Facilities



Rentokil PCI[®]
Global Expertise in Pest Control

Service Order

27AABCI9086F1ZA
GST. NO.

Date: 01/12/2022
Sr No: 11497

For Office Use Only

Booking / Contract Number _____

Renewal New Additional

Invoice Details

Customer Name (registered name) Nirmala Niketan Institute

Invoice Address 6th floor 38 Nirmala Niketan New Marine Lines Sir V.T. Mang Churchgate Mumbai Postcode 400020

Contract Period

Start Date 01/12/2022
End Date 30/11/2023

Auto-renewal Yes No
Hike %

Premise/Service Details

Service Address (if different)
For Our entire Bldg. Compound area. 2 blocks over at above Add

Postcode _____

Total Area Covered _____ (sq. ft) Rate per sq. ft _____

Customer Tel. No. _____

Customer E-mail _____

Customer Unavailability Day _____ Time _____

PCIPCPL Contact Kalbadini

PCIPCPL Tel. No. 22011233

PCIPCPL E-Mail _____

Service Covered

GSS IAM PPS IMM IFM

Others PPS (Rate) → 24-Service Service Frequency: _____

Pricing

Annual Value 211861 + GST as applicable @ 18 % = Total Value 250001

HSN Code _____ GST No. 27AABATN0091N12C

Payment Terms 100% Advance Payment Mode Cheque Cash

Mode of payment: Cheque or cash payment is acceptable. All cheque payments to be made in favour of "PCI PEST CONTROL PRIVATE LIMITED" only. The customer is liable to pay bank charges arising as a result of bounced cheque and the charges will be accepted in cash only.

Customer Signature [Signature]

Name in BLOCK LETTERS _____

Date _____

Signed for PCIPCPL [Signature]

Name in BLOCK LETTERS Deepak Jindal

Employee Code 11490

Customer Care Contact: 1800 212 212 5 | solutions@rentokil-pci.com



Azuradha J. Bakshi
Dr. Azuradha J. Bakshi
IC Principal