

HOUSE KEEPING & CLEANING AGREEMENT

This Agreement made and entered into at _____ on this _ day of _____ 2020

BETWEEN

The Assam Society for Financial Management System (AS-CFMS) a society of Finance Department Govt. of Assam being the FIRST PART

AND

.....incorporated under the Companies Act, 1956 and having its registered office at

(hereinafter referred to as “**Service Provider**”), which expression shall unless repugnant to the meaning of context thereof be deemed to mean and include herein its successors in business and permitted assigns of the OTHER PART.

Whereas the Service Provider is engaged in providing Security Staff, Pantry Boy, and cleaning services and is an independent Service Provider.

Whereas the Service Provider has represented and warranted that it has the necessary manpower, machines and cleaning equipment to carry out the housekeeping services and further that it provides Housekeeping Services, Security and Pantry Services to various companies and that it has obtained all necessary permissions and authorizations.
(Presumption)

WHEREAS the Service Provider has approached and offered its services in its capacity as Service Provider to the Society (AS-CFMS).

On the basis of the aforesaid representations, the Society (AS-CFMS) has agreed to utilize the Services of Service Provider for providing Housekeeping Services a list whereof is provided in **Schedule A** attached hereto (hereinafter called “**Services**”) in respect of its

Premises situated at Kamakhya Tower, 8th Floor, G.S Road Christian Basti (hereinafter referred to as “**the said premises**”) on terms & conditions, set out hereinafter:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Duration:

It is agreed that the present contract shall be for a period from 01/01/2021 to 30/09/2022, unless otherwise terminated as provided herein below. This Agreement may be renewed thereafter as per mutual agreement between the parties hereto by exchange of letters.

2. It is further agreed that the Service Provider shall be responsible for good conduct of his employees and discipline and employee of Service Provider shall not cause any disturbance to the working of the Society (AS-CFMS). The Service Provider employees shall be subject to security check at the time of entry and exit every day at the main gate and while in the premises of the Society (AS-CFMS) as per rules applicable to the visitors of the Society (AS-CFMS).

3. Scope of Services

The services to be provided by the Service Provider details whereof shall be as mentioned in "**Schedule A**" annexed hereto.

4. Manpower :

The Service Provider agrees to employ sufficient number of personnel's in consultation with the Society (AS-CFMS) to satisfy the requirements of the The Society (AS-CFMS) and all payments to such personnel's be made in time as per the Law in the presence of a designated Officer of the Society (AS-CFMS). The personnel's employed by the Service Provider will be strictly under the supervision of the Service Provider and it will be responsibility of the Service Provider to get the work done through its personnel's.

5. Consideration :

It is agreed that the Society (AS-CFMS) shall pay and the Service Provider shall receive for providing all the Services including incidental services.

(Please provide the amount payable for each of the Services mentioned in Schedule A)

Sl No	Name of the Services	No of employees	Quotated rate including Tax	Quotated Rate excluding Tax
1	Security Services	2		
2	Cleaning Services	3		
3	Pantry	1		
4	Cleaning Item and other requirement for cleaning			

It is clearly understood that Service Provider is functioning as an independent business and rates referred to herein above are inclusive of its business expenses and statutory obligations.

AS-CFMS shall pay the amount to the Service Provider as agreed in this Contract at the rates mentioned in Annexure and upon receipt from the Service Provider of a bill for the Services rendered at the end of every month.

The said consideration would be subject to deduction of Tax at source as per the provisions of the Income Tax Act, 1961. The onus of paying the Service Tax or any other tax/levy, present or future, shall be on the Service Provider and under no circumstances shall such onus shift on to the Society (AS-CFMS).

The Service Provider shall obtain certification from concerned department of the The Society (AS-CFMS) as required from time to time.

6. Statutory Compliances:

The Service Provider shall observe and comply with all applicable provisions and requirements of the Contract Labour (Regulation and Abolition) Act, 1970. The

Employees Provident Fund and Family Pension Fund Act, 1952, the Payment of Wages Act, 1926, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, and all applicable statutes, regulations and provisions having the force of law as also all rules, by-laws and other provisions framed there under in pursuance thereof, in so far as they are attracted by reason of obligations and rights conferred on the Service Provider by this Agreement or by reason of duties or responsibilities imposed on the Service Provider by reason of this Agreement or by reason of the activities or functions discharged by the Service Provider in pursuance of this agreement and in particular, by reason of the employed or engaging by the Service Provider of the persons employed or engaged in or connection with rendering of various services at the said establishment. The service provider shall on demand produce the documents to the Society (AS-CFMS) for legal compliances.

7. It is hereby expressly agreed and understood between the parties hereto that the Service Provider is an independent Service Provider and shall be solely responsible as employer/master of the employees and/or persons engaged by it for the purpose of providing the Services. Further there is no master and servant relationship between the Society (AS-CFMS) and the Service Provider or between the Society (AS-CFMS) and the employees and/or persons engaged by the Service Provider.
8. On the termination of this Agreement, the Service Provider shall withdraw his personnel with immediate effect and forthwith deliver vacant and peaceful possession of the said establishment and handover fixtures, fitting, furniture, articles and other items if provided by the Society (AS-CFMS) under or in pursuance or for the purpose of this agreement in the same good order and condition in which they were at the time of commencement of this agreement or of handling over or installation thereof (reasonable wear and tear expected) and shall be liable to the Society (AS-CFMS) and make good any losses caused in this behalf on account of any damage, injury of otherwise however.
9. In case of non-observance and non-performance of any of the provisions of this agreement by the Service Provider, the Society (AS-CFMS) shall be at liberty

forthwith or at any time thereafter to terminate this Agreement without notice.

10. Any relaxation or indulgence granted by the Society (AS-CFMS) to the Service Provider shall not in any way prejudice any of the rights of the Society (AS-CFMS).
11. The Service Provider obligations and liabilities contained in this clause shall continue to remain in force after the expiry of this Agreement or any earlier termination thereof. It is hereby expressly declared that the provisions of this clause shall be binding on the Agency's heirs, executors, administrators or other legal or personal representatives of the Agency.
12. During the tenure of this Agreement, the AS-CFMS reserves its right to terminate the Agreement, without any obligation monetary or otherwise, and / or without assigning any reason thereof, by giving one month's notice. If the Service Provider wants to terminate the Agreement, the Service Provider will have to give one month's notice to AS-CFMS.
13. The Service Provider hereby undertakes to perform its obligations and indemnifies and agrees to keep the Society (AS-CFMS), its Directors, employees harmless and indemnified against any loss or damage caused to the Society (AS-CFMS) in any event and make good any loss, damage, suffered or incurred by the Society (AS-CFMS) due to any theft, pilferage by the employees of the Service Provider in the performance of their duties in the premises of the Society (AS-CFMS). The AS-CFMS further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by the Society (AS-CFMS) due to any theft, pilferage by the employees of the Service Provider. The Society (AS-CFMS) further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by the Society (AS-CFMS) due to any theft, pilferage by the employees of the Service Provider.

14. The Service Provider agrees to indemnify and keep indemnified the Society (AS-CFMS) from time to time and at all times against any loss, damage, claim and liability that may arise as a result of any act or omission or commission, error on the part of Service Provider in respect of non-payment or non-observance of any statutory dues, third party liability or statutory compliances of any nature whatsoever in respect of its employees or any claims made by, through or under its employees against the Society (AS-CFMS) or any of its officers, directors, employees, Service Providers, agents etc. during the continuance of this agreement or after termination hereof.. The Service Provider undertakes to take care of any such legal action initiated against the Society (AS-CFMS) or otherwise and shall defend the same at its own cost and expense. Without prejudice to any other rights and remedies, the Society (AS-CFMS) further retains the right to claim liquidated damages from the Service Provider.

15. That this agreement does not give any right of license to the Service Provider, save and in respect, to enter the premises of the Society (AS-CFMS) for the purpose of this agreement as long as this agreement subsists and also subject to the rules and security procedures of the Society (AS-CFMS).

16. In the event of any dispute arises between the parties, the same shall first be attempted to be resolved by Conciliation. The Conciliator shall be a person appointed by the Society (AS-CFMS). In case of failure to resolve the dispute amicably by way of Conciliation within 30 days from the date of occurrence of the dispute, the dispute shall be referred to arbitration before a single arbitrator. The Society (AS-CFMS) shall nominate such arbitrator. The venue of the Conciliation and Arbitration shall be in Guwahati. The language of the Conciliation and Arbitration proceedings shall be English. The Arbitration and Conciliation Act, 1996 shall govern the Conciliation and Arbitration proceedings.

17. Performance of the Agency/Firm will be appraised every quarter and if found unsatisfactory the contract may be foreclosed/terminated after due process as per the project Operations Manual.(or by the Review Committee for Contracts under the project)

18. The Agency should submit their bill in each month. However the bill will be processed after completion of each quarter.(i.e. 1st, 2nd, 3rd and 4th)

19. For any additional requirement of staff the Agency bound to provide the same at the quoted value for each of the services.

The Courts will have exclusive jurisdiction otherwise.

IN WITNESS WHEREOF, the Society (AS-CFMS) and the Service Provider have set their respective hands and seals today i.e. _____.

For . The Assam Society for Financial Management System (AS-CFMS).

Witness

1) _____

2) _____

For

Proprietor

Witness

1) _____

2) _____

SCHEDULE A

List of Services to be provided by the Service Provider for cleaning Staff.

- Floor Moping (Round the clock)
- Cleaning of wall (Once in a week.)
- Cleaning of Tables, Chairs etc.(Every day)
- Cleaning of Windows, Doors & Windows jail (Two times in a week)
- Electrical Tubes, fans & all cables (Once in a week).
- Panels (Twice in a month)
- Cleaning of trusses & Roofs (Once in a month).
- Offices cleaning (Store, Training, Sample office & Engg. Office, Admin. Office).
- Up keeping of Toilet/s.(After each 2 hrs. during the service hours)
- Toilet smell eliminator should be used in each of the toilet(should be Replaced Once in a week)

List of Services to be provided by the Service Provider for Pantry Boy.

- Prepare tea for all the officials between 10-12 hrs and 3:30 to 5:30 hrs.
- Serving tea to all the officials at their workspaces.
- Serving LUNCH for all the officials and Guest (when necessary)
- Clean the entire pantry area including tables, chair, dining tables etc.
- Clean/Sterilize all the kitchen equipment at the end of the shift

Security Guard:

- Secures premises and **personnel** by patrolling property.

- Monitoring surveillance equipment; inspecting office area, equipment, and access point.
- Permitting entry
- Prevents losses and damage by reporting irregularities
- Informing violators of policy and procedures, restraining trespassers

All Staffs should wear proper uniform with Agency Logo and Name plate during the service hours.