

Kendriya Vihar-II Apartment Owners' Association
Community Centre-1, Kendriya Vihar-II, Plot No.3, Sector-82, Noida-201304, U.P.
(website: www.noidakv2.org ; E-mail: noidakv2@gmail.com ; Tel: 0120-2463700)

KV-II/Works/2022-23







Dated: 30th January, 2023

To

M/s Breachsafe Service Private Limited,
Regd. Add: Plot No.209 GF-1, Niti Khand
Ghaziabad,-201014

Subject: Extension of term of contract in respect of Housekeeping Services - reg

It is informed that BOM, AOA, KV-II has decided and approve the extension of the term of contract for housekeeping services in respect of your firm for a period of three months with effect from 01.03.2023 to 31.05.2023. Further to note that the terms & condition under existing agreement will remain unchanged.

 (Nagendra Singh) President, BOM	 (Dr. Sudha Yesetarao) Vice President, BOM	 (Dr. Mohd. Azeem Khan) Secretary, BOM
 (Kashi Nath Ram) Treasurer, BOM	 (A K Bhatia) Member, BOM	 (Nimisha Sharma) Member, BOM



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HOUSE K.
01-03-22 to 22

INDIA NON JUDICIAL

Government of Uttar Pradesh

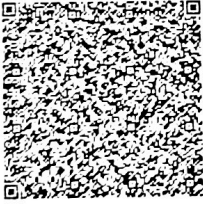
LICENCE No. 478
STAMP VENDOR NEETU AGARWAL, INDIRAPURAM
SIGN.

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e-Stamp

Certificate No.	: IN-UP32109591112674U
Certificate Issued Date	: 26-Feb-2022 05:49 PM
Account Reference	: NEWIMPACC (SV)/ up14076204/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1407620454996877685116U
Purchased by	: A O A KENDRIYA VIHAR II
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: A O A KENDRIYA VIHAR II
Second Party	: BREACHSAFE SERVICES PVT LTD
Stamp Duty Paid By	: A O A KENDRIYA VIHAR II
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)

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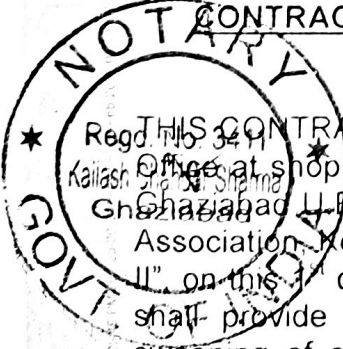
01 MAR 2022



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**CONTRACT AGREEMENT FOR PROVIDING HOUSEKEEPING SERVICES IN
KV-II, SECTOR-82, NOIDA**

THIS CONTRACT signed between M/s Breachsafe Services Pvt Ltd., with Registered Office at shop no 101 A, First Floor, Lotus Plaza Market, Bhairav Khand, Indirapuram Ghaziabad, UP, 201014, hereinafter called the "Contractor" and the Apartment Owners Association Kendriya Vihar-II, Sector-82, Noida (U.P.) hereinafter called the "AOA, KV-II" on this 01 day of March (month) 2022 (year) with the agreement that the contractor shall provide comprehensive service for cleaning & mopping of common areas, sweeping of streets, parking space & terraces, etc. (together called 'Housekeeping' hereinafter) in Kendriya Vihar – II, Sector-82, Noida (U.P) for a period of 12 Months with a



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Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App.
- Any discrepancy in the details on this certificate and available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the user of the certificate.
- In case of any discrepancy please inform the Competent Authority.

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contractual price of Rs. 2,35,410/- (Rupees Two lakh thirty-five thousand four hundred and ten only) (including GST and excluding Material Cost) per month. It includes an amount of Rs 1,99,500/- (Rupees One lakh ninety-nine thousand five hundred only) per month for employing 21 workers and a maximum amount of Rs. 10,000 (Rupees ten thousand only) per month for purchase of materials for housekeeping work. Any change in minimum wages, ESI, EPF, etc. during the period of contract will be subject to the revision of minimum wages as per notifications issued by the Government from time to time. The contractor will be responsible for such revisions.

The work of the contractor shall be watched for the first three months of the period of contract and will be continued for the rest of the period of contract subject to his performance being found satisfactory and up to the mark.

The Contractual price shall remain firm but for any change in the minimum wages that may be notified by the Government during the period of contract and shall be subject to actual attendance of workers and purchase of material.

The Housekeeping service in Kendriya Vihar-II shall be provided by the contractor under the terms and conditions of this Agreement as stated hereunder:

Housekeeping Services in KV-II, Sector-82, NOIDA.

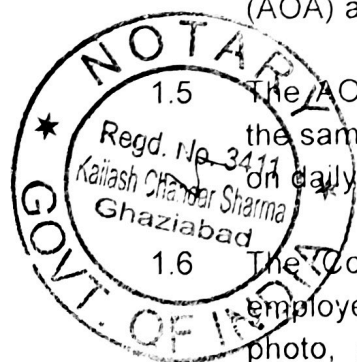
Term & Conditions of Contract:

1. Personnel

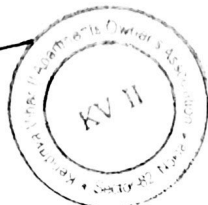
- 1.1 The Contractor shall provide comprehensive housekeeping services in the KV-II Schedule (as given hereunder) by employing 21 full time workers (cleaners/ safaiwala). Benefits of weekly off and holidays would be given as per rules and regulations of wages shall be abide by the contractor.
- 1.2 The personnel engaged for cleaning/sweeping/moping etc. shall work during normal working hours (8:00 AM to 4:00 PM).
- 1.3 The contractor shall ensure that leave reserve personnel are arranged quickly without any loss to housekeeping work.
- 1.4 The Contractor shall maintain regular liaison with the Housekeeping-In-charge (AOA) and be available in the KV-II premises whenever required.

1.5 The AOA Supervisor shall check attendance of employed persons and submit the same to the In-charge, Housekeeping Department at AOA office by 08.00 AM on daily basis.

1.6 The Contractor shall furnish to the AOA complete details of the personnel employed by him for housekeeping job in the KV-II complex including name, photo, residential and permanent address, Aadhar cards, along with police verification documents before actual commencement of the services.



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01 MAR 2022



- 1.7 The Supervisor and the personnel deployed for housekeeping job shall wear uniform or color jacket/vests as approved by the AOA and wear Photo ID card indicating name of the person, contractor's/firm's name & address, for identification purpose during duty hours and for ease of security purpose of the KV-II Complex. The cost of uniform or jacket/ Photo ID card shall be borne by the Contractor.
- 1.8 The Contractor shall ensure that all rules/regulations as stipulated under Payment of Wages Act, Employees State Insurance Scheme, Employees Provident Funds Act, Child Labour Prevention Act, Laws on prevention of Sexual harassment at workplace, etc., or other Statutory Rules, Regulations applicable with regard to performance of this work are fully adhered to and no infringement on this account is caused directly or indirectly.
- 1.9 The contractor shall submit a monthly report containing the details of EPF & ESI deducted and credited into individual's account with appropriate/concerned department as a Proof for release of their monthly payment. If it is noticed at any stage that EPF & ESI of any individual has not been credited properly, this Association will not take any responsibility for this lapse. The tenderer will bear all the consequences, whatsoever, of the same. TDS will be deducted as applicable.

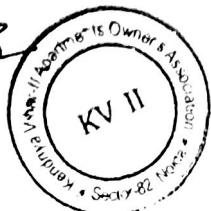
2. Materials

- 2.1 The Contractor shall purchase all materials required for cleaning/housekeeping job in KV-II including brooms, buckets, wipers, mopping clothes, phenyls, vim, detergent powder, liquid soap, disinfectants, pesticides, kerosene oil, etc. after prior approval of the Housekeeping In charge, AOA KV-II.
- 2.2. The cost of such materials procured for housekeeping services every month shall not exceed the total agreed amount of Rs 10,000/- meant for such materials. All materials so procured shall be the property of AOA, KV-II.
- 2.3. The Contractor shall maintain a Stock-Register of materials indicating date of their purchase, issue and use of consumables and wear & tear. The Stock-Register shall be verified by the Housekeeping Department from time to time.

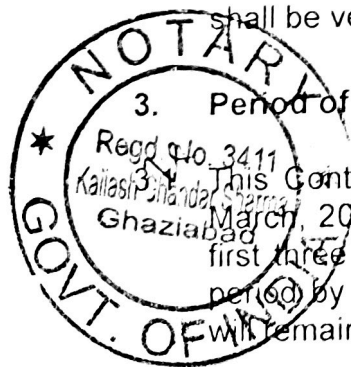
3. Period of Contract

This Contract with the AOA shall be valid for a period of one (1) year from 1st March, 2022 to 28th February, 2023 subject to satisfactory performance observed first three months by the BOM. The Contract period can be extended for further period by mutual consent based on satisfactory performance. The contract value will remain firm throughout the period of contract.

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3.2 The AOA shall have the right to terminate the Contract with one month of prior notice if the performance of the contractor is not found up to the mark as per the contract agreement.

4. Payment Terms

4.1 The contractor shall generate bills on monthly basis by 7th date of every month, enclosing attendance sheet, bills of materials procured, and a work report vis-à-vis scope of work.

4.2 Payment to the Contractor shall be made through A/c payee cheque in favor of **M/s Breachsafe Services Pvt. Ltd.**, after proper verification of bills and ensuring satisfactory completion of work. Tax and surcharge as per the rules in force shall be deducted.

4.3 Proportionate deductions for shortage of attendance of manpower employed in a month shall be made. In case, more than 20% (4 persons) of the house keeping personnel are found absent on any day an additional amount equivalent to one day's salary for each absence will be deducted apart from nonpayment of salary for the said personnel from the monthly payment of the Housekeeping Agency as penalty. The contractor shall maintain a Daily Attendance Register to be verified by the AOA on daily basis.

4.4 The Contractor shall indicate the cost of materials separately and its payment shall be on actual basis subject to the maximum ceiling.

4.5 The AOA, KV-II, Sector-82, Noida shall have the right and be entitled to withhold payment to the contractor in the event of any breach of terms & conditions of the agreement. The opinion of the President or his authorized representative in this regard shall be final.

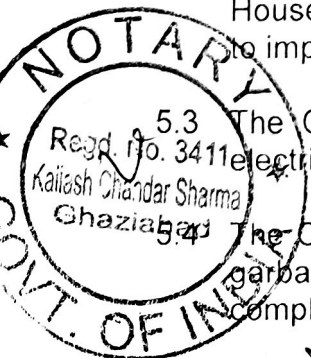
5. Other / General

5.1. The Contractor shall undertake cleaning of covered drains as and when required, preferably before the onset of monsoon to prevent water-logging, by employing additional labour for a limited period.

5.2. The Contractor shall prepare Block-wise duty roster of personnel employed by him in consultation with the Housekeeping Supervisor of AOA KV-II and ensure its implementation. He shall also periodically brief the AOA Supervisor / Housekeeping In-charge of AOA about the work being done by him and his plans to improve it further.

5.3 The Contractor/ Supervisor shall ensure that deliberate wastage of water and electricity and misuse of other facilities of AOA, KV-II by their personnel is avoided.

5.4 The Contractor shall arrange gloves and water proof bags to labour for collecting garbage/waste and ensure that these are not spilled anywhere in the KV-II complex.



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01 MAR 2022



5.5 The waste collected from the KV-II complex shall be taken away without any delay and disposed off suitably outside the periphery/campus to authorized dumping locations on daily basis. The contractor shall make necessary arrangements in this regard. In case any legal issues/ dispute while dumping the wastes, it will be sole responsibility of the Housekeeping Agency. The AOA KV-II will not be part in the matter.

5.6 The contractor shall maintain a register for complaints related to works assigned to him and shall attend to the complaints on the same day or within a reasonable time depending on the nature of the work to the best satisfaction of the AOA, KV-II/ residents.

6. Performance / Security Deposit

6.1 The Contractor shall furnish a **Performance / Security Deposit** of Rs. 50,000/- (Rupees Fifty Thousand only). This amount shall be refunded to the Contractor on satisfactory completion of contracted service or as and when the contract is terminated after settling any loss/damage of KV-II property. No interest shall be paid by the Association on the performance/security deposit for the above said period.

6.2 It will be obligatory on the part of the contractor to maintain the contract for a minimum period of one year at the quoted rates. Any termination of the contract on the part of the Contractor shall make him liable to forfeiture of Performance/ Security Deposit.

7. Penalty

Suitable financial penalty shall be imposed on the Contractor in case he fails to provide the services as per terms & conditions of the Contract. The penalty amount shall be decided by the AOA.

8. Confidentiality

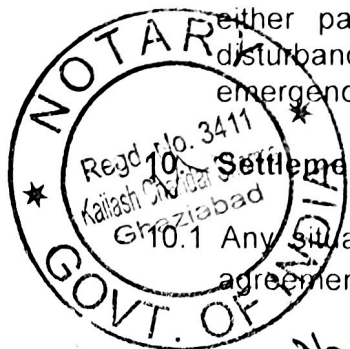
The contractor shall endeavor that its staff shall not at any time, without the consent of the AOA, KV-II in writing, divulge or make known any such information about infrastructure and the residents which may prove detrimental to the AOA.

9. Force Majeure

The obligation of the Contractor and the AOA, KV-II shall be suspended when either party is subjected to Force Majeure which can be termed as civil disturbance, riots, strikes, storm, tempest, acts of God beyond the control of man, emergency states etc.

10. Settlement of Disputes

10.1 Any situation which may arise and which is not specifically mentioned in this agreement may first be sorted out by mutual sittings of both the parties.



01 MAR 2022

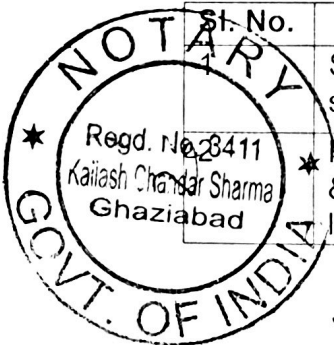


- 10.2 That the That the disputes between the parties to this agreement arising out of or touching up to this agreement shall be referred for arbitration. In this case, the President, BOM AOA KV-II will be the Sole Arbitrator and venue of proceedings will be KV-II, Sector-82, NOIDA. The arbitration proceedings shall be as per the provision of the Indian Arbitration Act and whose decision shall be final and binding on both the parties. Further jurisdiction of legal proceeding if arose, will be in District Court, Gautam Budh Nagar (UP)
- 10.3 The Contractor and the AOA, KV-II acknowledges that this agreement and these conditions contain the whole agreement amongst the parties and they have not relied upon any oral or written representation made to it by the Contractor or its employees or agents.
- 10.4 In Witness whereof the parties hereinto have set and subscribed their hands the day, month and year herein before mentioned and bind themselves, their heirs, successors, administrators and assigns.
- 10.5 The Agreement shall take effect from 01.03.2022 or from the assuming the services whichever shall be latter and the compliance will be submitted in writing to the AOA, KV-II stating therein that the area of responsibility has been understood and taken over in toto.

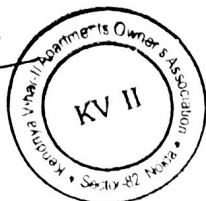
SCOPE OF WORK AND SCHEDULE

The Contractor shall plan and undertake housekeeping job to improve overall cleanliness of the KV-II complex by adhering to the following schedule:

Sl. No.	Type of Work	Frequency
1	Sweeping/cleaning of common floor areas, staircases & lift cars.	Daily
2	Mopping of common floor areas, staircases railings & lift cars; Removing bills & stickers cleaning of lighting fixtures & Accessories in common areas.	Every alternate day



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01 MAR 2022



3	Cleaning of dustbins, picking of garbage, polythene and other waste from streets, parks and other common areas using a cart/ rickshaw	Daily
4	Sweeping of colony roads, streets & parks and parking space/garages	Daily
5	Cleaning of terraces/roof tops	Once in two months
6	Cleaning of Open Drains	Thrice a Week
7	Cleaning of Covered Drains	Twice a year.
8	Spraying disinfectant/ pesticides in drains to stop mosquito breeding	Monthly
9	Garbage disposal at designated landfill area	Daily
10	Cleaning of office rooms, floors, corridors, community halls/guest rooms, common paces, cleaning of office equipments and furniture, lighting fixtures & Accessories, sweeping /mopping of floors and cleaning /washing of toilets and glazed tiles on walls, urinal pots, WC sinks and wash basins in the KV office and CCs I & II.	Daily

In witness where of the parties hereto have on 1st day of March, 2022 append their signature in token of their acceptance of the agreement aforesaid.

Signed on behalf of AOA, KV-II

Signed on behalf of M/s Breachsafe Services Pvt. Ltd.

Signature:

[Handwritten Signature]

Designation:



Place:

Witness 1:

Signature:

Designation:

Place:

Witness 1:

Witness2:

Witness2:



S.No. 2 Date 01 MAR 2022

ATTESTED

KLS Sharma
KAILASH CHANDAR SHARMA
Advocate & NOTARY
GHAZIABAD (U.P)