

हरियाणा HARYANA

G 129789

HOUSEKEEPING AGREEMENT

This HOUSEKEEPING AGREEMENT (here-in-after referred to as the Agreement) is being executed between **M/s Future Retail Ltd**, having its Registered Office at Knowledge House, Shyam Nagar, Off Jogeshwari (E), Mumbai- 400060, India, being represented through **Mr. Rajiv Ohri, DGM Administration** (herein referred as the COMPANY), which term wherever the context means, includes its successors – in – interest, assigns of the one part;

And

**M/s Tecknomen & Co** having its registered office at Aadi Apartment, H.No. 20, Sec- 1, Packet 3, Dwarka, New Delhi 110075 being represented by **Mrs. Tripta Dutta, Partner** (herein after referred as **SERVICE PROVIDER**) which term wherever the context means includes his successors – in – interest assigns of the other part:

Whereas the COMPANY is engaged in retailing of products at our **Big Bazaar, Mayur Vihar, New Delhi** and has its North Zone office at Plot No. 82, Sector 32, Gurgaon, Haryana.

Whereas the SERVICE PROVIDER is engaged in providing Facility Management services.

Whereas the SERVICE PROVIDER has approached the COMPANY and offered to provide its Facility services in the designated store and the COMPANY has accepted the said offer;

Now this AGREEMENT WITNESSETH as under and it is hereby agreed by & between the parties hereto as follows:

1. That this Agreement shall be in force for a period w.e.f. **01.01.2018 to 31.12.2018**.
2. That the SERVICE PROVIDER shall arrange to provide manpower for schedule of works as detailed in **Annexure 1** attached herewith in such a manner so as to ensure effective housekeeping maintenance of the area pertaining to the designated store.
3. That in consideration of the services to be provided as per Annexure 1 above, the COMPANY agrees to pay to the SERVICE PROVIDER service charges as per the enclosed Service charge, listed as **Annexure 2** as mentioned against the designated store based upon the number of employees per month actually employed at the designated store by the Service Provider.

For **TECKNOMEN & CO.**  
*Tripta Dutta*


Authorized Signatory

For Future Retail Ltd.

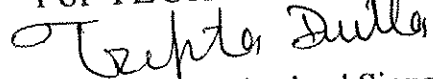
Authorized Signatory

4. That the SERVICE PROVIDER shall submit to the COMPANY the bill for the services rendered at the end of each calendar month, which shall be payable by the COMPANY within 30 to 45 days, subject to the statutory deductions like TDS, etc..
5. That the SERVICE PROVIDER will provide a copy each of all the Statutory Compliances made and/or expected to be made by the SERVICE PROVIDER to the COMPANY at the time of start of this Agreement.
6. That the COMPANY shall be entitled to deduct from the SERVICE PROVIDER's account the losses, which the COMPANY may have to bear under Labor Laws, etc for claims arising out of this Agreement on account of non-compliance thereof on the part of the Service Provider.
7. That the COMPANY will specify the number of attendants/supervisors required at the designated store. The number of Housekeepers so deployed can be increased or decreased after mutual discussion between the COMPANY and the SERVICE PROVIDER.
8. That the SERVICE PROVIDER alone shall be responsible for the payment of all salaries & wages and allowances payable to its workers and also to pay all other statutory benefits as the case may be to its employees by the 10<sup>th</sup> of subsequent month.
9. That the Workers of the SERVICE PROVIDER shall abide by all the rules/code of of conduct of the COMPANY and the SERVICE PROVIDER shall be solely responsible for the conduct and behavior of its workers.
10. That no person without having an identity card or a pass duly issued by the SERVICE PROVIDER or without the written permission of the SERVICE PROVIDER will be allowed to enter the COMPANY's designated store.
11. That the COMPANY shall have the right, within reason, to have any Housekeeper/ Office boy/ Pantry boy, who is considered being undesirable or unfit, removed with prior intimation to SERVICE PROVIDER; and similarly, the SERVICE PROVIDER reserves the right to remove any Housekeeper/ Office boy/ Pantry boy with prior intimation and approval of the COMPANY, emergencies exempted.
12. That the SERVICE PROVIDER shall be responsible for any loss or damage, theft, etc., arising out of commission or omission on the part of the Service Provider and/or its workers and shall make the loss good suffered by the Company on this account.
13. That the SERVICE PROVIDER shall ensure that its workers observe all the formalities pertaining to their safety and security and also the SERVICE PROVIDER shall be responsible for providing to its workers with the uniform, safety wears, equipment & instruments and guidance for proper handling of the house keeping of the designated store.
14. That the workers engaged for house keeping as per the requirements of the COMPANY by the SERVICE PROVIDER shall be the responsibility of the SERVICE PROVIDER only.
15. That the SERVICE PROVIDER shall obtain, at its own cost & expenses, all the necessary permits, licenses, approvals, etc., from various authorities to render the house keeping services to the COMPANY's designated store and shall give a copy of the same to the COMPANY at the commencement of this Agreement.
16. That the SERVICE PROVIDER shall be responsible for obtaining all the required licenses under relevant statutes as may be applicable for the Service Provider and the COMPANY shall not be responsible for any violation of any of the provisions of the statutes made on the part of the SERVICE PROVIDER.
17. That the SERVICE PROVIDER shall be responsible for providing First Aid, medical facilities, hospitalization etc., in the event of any of its workers sustaining any injury due to accident, falling ill, etc.,

For Future Retail Ltd.

  
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during the tenure or after the expiry of this agreement and the COMPANY shall not be obliged to render any of the facilities in the above circumstances.

18. That the SERVICE PROVIDER shall ensure that its workers shall not have any relationships, transactions, understanding etc., with the COMPANY/its employees.

19. That notwithstanding the stipulated period contained in Clause 1above, this Agreement may be extended by mutual consent or may be terminated by either party after serving a month's notice, in writing, at any point of time. In the event of such termination, the service charges shall become due & payable by the COMPANY to the Service Provider for the period of time till such services are rendered by the SERVICE PROVIDER..

20. That the SERVICE PROVIDER hereby agrees and undertakes to indemnify the COMPANY against all costs, expenses, loss or damages, theft, liquidated damages, etc., which the COMPANY may incur/pay for the default of the SERVICE PROVIDER / employees of the SERVICE PROVIDER as per the Workers Compensation Act.

21. That the COMPANY shall have no right to direct or instruct persons employed or hired by the SERVICE PROVIDER in the performance of services beyond those specified in this Agreement.

22. That all the supplies, equipments and property(s) brought on to the designated store by the SERVICE PROVIDER shall remain the property of the SERVICE PROVIDER and the same shall not be subject to any lien or encumbrance resulting from any action of or against the COMPANY. List of Supplies and Equipments is as given in **Annexure 3**.

23. That any modifications to this Agreement may be made by mutual consent of the parties hereto, which consent must be in writing and signed by both the parties.

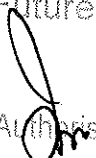
24. That the COMPANY may at its option, request SERVICE PROVIDER to perform additional services beyond those listed in the attached contract work schedule i.e. **Annexure 1**. However, COMPANY agrees, that any additional work shall be performed at a price mutually agreed upon by the parties at the time of performance. Such additional services shall be performed in accordance with this Agreement.

25. That during the course of this Agreement or in the event of its termination for any cause, the COMPANY shall not solicit employment of any employees or sub- SERVICE PROVIDERs of the SERVICE PROVIDER for a period of 12- months post the above period.

26. IN WITNESS WHEREOF the parties to this Agreement have set their hands on the day month and year first above written.

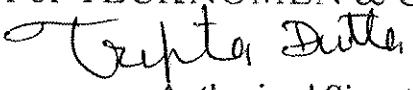
27. The rates will change subject to the change in the Minimum Wages.

For  
For Future Retail Ltd.

  
Authorized Signatory

**Future Retail Ltd**

For  
For TECKNOMEN & CO.

  
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**M/s Tecknomen & Co**

**Annexure-1**

**SERVICE CHARGES FOR HOUSEKEEPERS & SUPERVISORS**  
**At Big Bazaar, Mayur Vihar, New Delhi**

<b>DELHI HK wef 1-1-18)</b>			
<b>Particulars</b>	<b>Staff</b>	<b>Supervisor</b>	<b>Staff</b>
Wage	12134	19208	14894
Uniform Charges	150	150	150
<b>Total</b>	<b>12284</b>	<b>19358</b>	<b>15044</b>
Service charge	614	968	752
<b>Grand Total</b>	<b>12898</b>	<b>20326</b>	<b>15796</b>

The agreed rate for housekeepers is Rs 12898/- per person per month.

The agreed rate for housekeepers (extended hours if required) is Rs 15796/- per person per month.

The agreed rate for Supervisors is Rs 20326/- per person per month.

Housekeeping material costs will be Rs. 8500/- only (without any service charges)

Machinery and other cleaning equipment cost will be 7500/- per month without service charges.

Service Tax as per Govt. norms

\* Rates are subject to change as per latest Govt. Notification with respect to minimum wages.

The Service Provider shall ensure the followings: -

Payment of laid down minimum wages to its workers / housekeepers.

Payment of PF @ 13.36% (Subject to changes as per govt. notification)

Payment of ESI @ 4.75% (Subject to changes as per govt. notification)

The above-mentioned documents as proof of payments made to concerned agencies in the form of challans etc will have to be submitted along with your bills every month.

For Future Retail Ltd.

Authorized Signatory

Future Retail Ltd

For  
For **TECKNOMEN & CO.**

*Tripta Dutta*

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