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Certificate No. : IN-DL10594764876338S
Certificate Issued Date : 26-Nov-2020 11:34 AM
Account Reference : IMPACC (IV)/ dl1024403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL102440326168355236000S
Purchased by : WAVE HOSPITALITY PVT LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : WAVE HOSPITALITY PVT LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : WAVE HOSPITALITY PVT LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

Contract No: DELAP/2020/005

Agreement For Boiler operation Services

This agreement is made at **New Delhi** on this **26th Day of November 2020**, by and **between**

Statutory Alert:

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

M/s. Wave Hospitality Pvt Ltd (Holiday Inn New Delhi International Airport) a company incorporated under the companies Act 1956, situated at Asset Area 12, Hospitality District, Aerocity, New Delhi – 110 037, through it's General Manager Mr.Vikas Oswal , hereinafter referred to as "**Hotel**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the **First PART**.

AND

M/s Neptune Engineering (P) Ltd., a company incorporated under the companies Act 1956 ,having its office B-161,DDA Shed, 3rd Floor, Okhla Industrial Area, Phase-I, New Delhi-110 020 through it's duly authorized signatory Mr. Sasha Bose hereinafter referred to as "**Contractor**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the **Second PART**.

AND

Both the parts together, hereinafter referred to as "**Parties**".

WHEREAS; the **Contractor** has represented that they are engaged primarily in the business of providing Boiler operation arrangement through its own personnel and the client is desirous of availing the said services at Hotel.

AND WHEREAS on the aforesaid representation made by the Hotel to the Contractor, the parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 **SCOPE OF WORK:**

- Operation of two steam IBR Boilers 2 Tr. X 2 Gas & HSD Fired
 - Operation of hot water mixing tanks 2 No's
 - Operation of pumps of Boilers and Hot water mixing tanks
 - Maintaining of complete log of all dates as per agreement
 - Maintain checklist of Daily check, weekly check, monthly check and annual maintenance checks.
 - Boiler will be manned 12 hours per shift for two shifts 7 days a week.
1. Steam Boilers (IBR) 2 x 2 tr. Defined:
Two Steam Boilers (IBR) 'Forbes Marshal 2 Tr. each, Equipment: Two Boilers, Circulation and Return Pumps, Water Mixing Tank, PHE and PPRS.
2. The contractor will depute 2 second class boiler operators with license who are certified to operate IBR boilers as per Delhi Boiler Attendant Rules, 1953." to operate and maintain the Boilers on two shifts basis daily. Operators should have minimum three years 'of experience as boiler operator preferably five star hotels.

3. The contractor will be responsible to operate the Boilers and equipment as per the instruction in the operation manual and carry out routine-maintenance activities to keep the plant in healthy operational condition at all times.
4. The contractor will maintain proper record book/logbook as needed to verify the good health of the plant.
5. Contractor shall timely inform engineering department of the hotel for required spares, Chemicals, Consumables etc., giving enough time for procurement of the same.
6. The contractor shall be responsible for maintaining history cards for the plant and equipment.
7. The contractor operator shall be responsible for ensuring adequate Feed Water (R.O. water) level in the tank.
8. The contractor shall be responsible for regular chemical dosing of the Boilers.

2. **TENURE:**

This agreement will be valid for a period of **One Year starting from 01st January 2021 to 31st December 2021.**

3. **PAYMENT TERMS:**

- a) In consideration of the provision of the Services by the "Contractor" in accordance with the terms and conditions of this Agreement, "Hotel" shall pay to "Contractor" a mutually agreed amount which shall be paid as per **Annexure I**.
- b) That the "Contractor" will raise bills as per **Annexure-I** for the services rendered along with necessary proofs of previous month by the 27th of the month and the "Hotel" shall pay the same by the 30th of the succeeding month after due verification. The "Hotel" shall make the payment by Account Payee Cheque or NEFT/ RTGS Bank Transfer in the bank account as may be notified by the "Contractor".
- c) The due payment will be subject to deduction of mandatory government taxes as notified by the government from time to time.

During the contractual period, "Contractor" may revise the charges for providing the services only if there is revision in minimum wage, or revision in costs due to change in wage structure or changes in law after the start date." Contractor" to provide necessary proofs with documentation along with such notices and needs to notify the "Hotel" immediately about such revision. However revision of rates would increase from the effective date only after the mutual agreement between both the parties.

4. **REPRESENTATION AND COVENANTS OF CONTRACTOR:**

- a) **Contractor** shall use its best skills and judgments and shall perform all services timely, diligently and to the satisfaction of the First Party.
- b) "Contractor" shall provide trained personnel as per the scope of the contract with photo Identity card, etc. and will ensure to provide the services diligently and in conformity with the applicable laws and regulations. Contractor shall provide personal protective equipment to the personnel deputed.
- c) "Contractor" will comply with the statutory laws and rules of Central and State Government requirements with regard to the provisions of the services under this agreement such as PF, ESIC, Bonus, Minimum Wages Act etc and shall furnish the proof of PF and ESIC challan on monthly, half yearly and annual returns submitted to the concerned authorities.
- d) **"Contractor" will follow all safety procedures and ensure that its as per the required standards.**
- e) **That the services to be provided by the Second part are detailed**
- f) "Contractor" shall ensure that its Personnel do not get involved in activities, which are considered as outside the scope of the services under this Agreement.
- g) "Contractor" and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hotel and shall not knowingly lend to any person or company any of the effects of the Hotel under their control.
- h) "Contractor" staff shall not accept any gratitude or reward in any shape or form.
- i) "Contractor" shall not sublet or assign this agreement or any of its obligations under this agreement to any other third party without prior permission in writing from "Hotel", in case of default, the agreement shall be liable to termination.
- j) The "Contractor" shall be responsible to the "Hotel" for the good behavior of the workmen deployed to the "Hotel" and while they are in the "Hotel's" premises. Workmen entering the "Hotel's" premises shall be subjected to Boiler operation checks and other rules framed by the "Hotel"
- k) "Contractor" will be fully responsible for ensuring that the workmen receive wages not below the rates prescribed under the Minimum wages Act/ Payment of Wages Act/ Notification issued by the government from time to time. The "Contractor" will also be responsible for fulfilling all obligations arising out of the relevant Labor legislation like the Shops and Commercial Establishment Act, PF Act, Payment of Wages Act, Contract Labor (Regulation and abolition) Act, Workmen's Compensation Act, Payment of Gratuity Act etc., or any other order or law that may be issued from time to time or brought into force subsequent to this agreement, applicable to "Contractor" including maintenance of necessary records and registers in the proper manner at own (Contractor's) cost, risk and responsibility, if applicable. The "Hotel" shall have the authority to check and satisfy themselves regarding compliance of the statutory/ legal obligations by the "Contractor" towards the Personnel deployed. In the event of the "Hotel" being required to meet the obligations arising out of the enactments applicable to "Contractor", the "Contractor" will be liable to reimburse the "Hotel" all amounts paid and expenditure incurred by the "Hotel" in this behalf.

- l) The workmen of the "Contractor" deputed at the "Hotel's" premise shall not be permitted to join, to form any union, with the staff or workers of the "Hotel" at the place of their duties.
- m) Workmen of "Contractor" shall not accept any gratuity or reward or gifts in any shape or form from the guests/ visitors of the Hotel.
- n) "Contractor" shall ensure that workmen deployed by them do not consume or be under the influence of Drugs/Alcohol while on duty and shall adhere to and should be well versed with all the safety regulations. They shall not indulge in violence, rudeness or use of abusive/offensive language against the workmen or any officer of the "Hotel".
- o) In case of any mishap, accident or such other unpleasant event with the workmen of "Contractor", the "Hotel" will not be held responsible and it is the responsibility of the "Contractor" to take care of such mishap, accident or other unpleasant event. "Contractor" shall make immediate arrangement to redress the grievance of such effected workmen and inform the "Hotel" about the action taken by the "Contractor".
- p) If any workmen deployed by "Contractor" during the tenure of his deployment, is found guilty of any misconduct in the "Hotel's" premise or in the vicinity of the "Hotel's" premise or found to be suffering from any infectious disease, the "Hotel" may require the "Contractor" forthwith to withdraw such workman from the "Hotel's" premise or otherwise in connection with the purposes of the contract and may forbid any such workmen to remain in or return to the "Hotel" and, if necessary, the "Contractor" shall not afterwards employ such workmen in connection with the work without the previous written consent of the "Hotel". The "Hotel" shall not be liable in any case under any liability whatsoever in respect of any claim made by such workmen for wages or damages and "Contractor" shall indemnify the "Hotel" against such claims, if any, borne by the "Hotel".
- q) The relationship between the "Hotel" and "Contractor" shall be that of principal and Contractor. The "Contractor" at all times during the Term will be an independent "Contractor" with full and complete responsibility for all the Personnel and its employees, agents, servants, etc. The "Contractor" has direct control to employ, discharge and deal with its workmen and will duly and properly compensate them at its sole cost.
- r) All personnel deputed/ provided by "Contractor", for service at the "Hotel's" premises shall be employees of the "Contractor" and shall follow the instruction of the "Hotel" with regard to reporting time, work to be carried out, nature of work etc.
- s) This agreement is for the engagement of the Contractor as per the terms and conditions of this agreement and the same shall not be construed as Human Resource advisor of the "Hotel" or appointment as employee of the "Hotel" under the law. Further the "Contractor" shall not advertise, portray or otherwise give or allow to be given the impression to the third party that the "Contractor" is a consultant exclusive for the "Hotel" and cannot use the name or Logo of the "Hotel" in any communication unless authorized by the "Hotel" in written.
- t) Engagement of the employees of the "Contractor" for the defined period does not amount to permanent employment of such workmen with the "Hotel", unless specified by the "Hotel" otherwise

- u) **All contractual staff needs to follow all covid related safety guidelines i.e wearing of mask, social distancing etc and violation of the same may lead to termination of the agreement with immediate effects.**
- v) The Contractor will strictly adhere to and will timely fulfill the following statutory requirements relating to contract labor;
1. *As per Section 7 of the Contract Labour Act, **Contractor** will provide Contract Labour Registration Certificate to the Hotel.*
 2. *Rule 81 (1) (i) of Contract Labour Act specifies that the rate of wages, hours of work, wage period date of payment have to be displayed. Contractor would provide wage registers to justify the same.*
 3. *As per Payment of Bonus Act, 1965, Contractor is required to produce the Attendance and Payment of Wages register for the period of 2018-19 to the Hotel.*
 4. *As per ESI regulations & Act, all Contractor records with names, insurance number of all Contractor employees, their attendance/wage records along with all Account Books/copy of return of contributions are mandatory requirements. Without these documents no bills would be sent ahead to Finance for clearance (Both company contribution & employee contribution has to be spelt out clearly. Admin charges also needs to be mentioned)*
 5. *As per PF Act all Contractor records with names, PF number of all Contractor employees, their attendance/wage records along with all Account Books/copy of return of contributions are mandatory requirements. Without these documents no bills would be sent ahead to Finance for clearance (Both company contribution & employee contribution has to be spelt out clearly. Admin charges also needs to be mentioned)*
 6. *All workmen will have to be paid wages on a working day before the expiry of the seventh or the tenth day after the last day of the wage period in respect of which the wages are payable, according as the total number of workmen employed in the establishment does not or does exceed one thousand.*
 7. *There has to be a clearly spelt out process in case of workmen injury and accidental coverage policy.*
 8. *Overtime register in Form IV has to be submitted every month to HR.*
 9. *Wages slip in form XI has to be given to workmen as well as the same to be produced to HR every month.*
 10. *Leave record (Rule 22) has to be maintained and a copy of the same has to be submitted to HR every month along with submission of bills. HR would need at least 2 working days to check all documents before submission to Finance.*
 11. *Payment to contract workmen has to be by cheque or ECS (as per labor dept. order dated 16/12/11) and the Contractor has to open a zero balance account for each worker.*
 12. *Full compliance to rules and regulations put forth by authorities such as Delhi Police, DIAL, Airports Authority, BCAS, etc. at your cost.*

5. REPRESENTATION AND COVENANTS OF HOTEL:

- a) To pay for the services stipulated in the agreement at the agreed price at time as per **Annexure-I** (read with Para 3b above).
- b) The Boiler operation Services to be provided by "Contractor" under this Agreement are for the exclusive use of the "Hotel" at the Premises and cannot be subcontracted

to or used by third party or transferred to another premises without prior written consent of "Contractor".

- c) The "Hotel" shall provide subsidized Canteen to "Contractor" employees at an agreed rate of Rs 1000/- per employee per month. The number of employees using this facility has to be declared by "Contractor" & the "Hotel" issue necessary passes/Coupons towards the same.
- d) That in case of any theft / pilferage or any other incidents the "Hotel" will inform the "Contractor" forthwith and based on joint enquiry the "Hotel" shall lodge the complaint to the concerned police station. Action /recovery will be taken on the basis of joint inquiry.
- e) In the event of any loss, or damage to the Hotel property or life of the employee, officers, agents, guest, visitor, assigns, representatives etc. of the hotel, due to the Contractor or its staff without prejudice to other legal remedies available to "The Hotel", shall be liable to pay the "Hotel", compensation of the damage/claim/penalty, fee etc. estimated by the General Manager/any court/authority, whose decision shall be final and binding upon the "Contractor". The same have to be brought to notice of the "Contractor" within 48 hrs.
- f) That the "Hotel" shall provide on a timely basis all information and materials reasonably required to enable "Contractor" to provide the Services. "Contractor" will rely on, and will not independently verify, the accuracy and completeness of any information supplied by the "Hotel". The "Hotel" shall be responsible for informing "Contractor" of any changes to the information originally presented to it.

6. **Representations & Warranties:** The "Contractor" agrees and acknowledges that "Hotel" is entering in to this Agreement in reliance on the representation, warranties, undertakings and covenants made by the "Contractor".

Contractor shall observe and comply with all applicable statutory Acts, Rules and Regulations of the Central/State Government or the provision of any law including Cyber Laws, all labour Laws i.e. Employees Provident Fund, Employees State Insurance, Bonus, Minimum Wages etc. and the rules and regulations made there under, of any local authority in force from time to time which may be applicable for providing Services as contemplated herein and shall at all times comply with all the requirements and obtain and keep valid licenses, approvals, permissions and authorizations under all Statutory laws. Contractor shall ensure that it and its Resources/manpower working at WHPL perform its duties/services in conformity to the prevalent Laws and any modifications to it made from time to time.

The "Contractor" hereby indemnifies and keeps indemnified and holds harmless, "Hotel", its directors, employees, representatives and agents against all liabilities, demands and/or claims whatsoever, including third party claims, demands, liability etc. for damages, losses including which have been incurred for not being in compliance with applicable laws, rules and regulations and also against any losses, damages, fines, penalty or expenses suffered or incurred or that may be suffered or incurred by WHPL and/or Hotel for any reason whatsoever including as a result of or in relation to, any breach or non-fulfillment by the "Contractor", of any of his representations, warranties, undertakings and covenants set out in this Agreements.

7. **Conflict of Interest:** The "Contractor" is bound to the "Hotel's" best interests during the term of this Agreement. Contractor shall notify the Hotel of any possible or potential conflict of interest which may either result from this contract or his other

activities, and shall commence such other activities only after written approval of the "Hotel" which may not be unreasonably withheld. By signing this agreement "Contractor" further warrants that he does not have any direct or indirect interest in the Holiday Inn New Delhi International Airport, IHG and wave Hospitality Pvt Ltd, including but not limited to their subsidiaries and associates, and also does not have any direct or indirect relationship with the Employees and Directors of the company which may result in conflict of interest and hinder discharge of duties of both the parties under this agreement. The contract will be terminated with immediate effect if it is found that there is any conflict of interest developed beyond correction, or pre-existed without knowledge of the "Hotel".

8. **Code of Ethics:** "Contractor" will not give or try to give any gifts in cash or kind to any of "Hotel" employees. "Contractor" will not bribe or cause to bribe the "Hotel's" employees or will not cause to influence by unfair means the delivery and discharge of this agreement in his undue favor. If "Contractor" is found to be indulging in such activities this contract is liable for termination and all dues towards this contract will be put on hold. "Hotel" puts utmost importance to the fair business practices and expects same degree of transparency and fairness from the "Contractor" and employees of the "Hotel". During the term of this agreement if "Contractor" comes across to any situation wherein he is demanded undue favors in kind or in money he should bring the matter to immediate notice of the General Manager of the "Hotel" by phone or E.Mail at vikas.oswal@ihg.com

9. **Confidentiality:** With respect to these arrangements and any information supplied in connection with this engagement, the Contractor shall;

- i. Protect the confidential information or data relating to the business (including but not limited to software, trade secrets and information ascertainable by the inspection or analysis of files, papers, document) disclosed whether in writing, orally or by any other mean, after the date of this agreement, in a reasonable and appropriate manner, to ensure adequate protection against unauthorized disclosure, copying or use.
- ii. Use confidential information only to perform obligation under this engagement.
- iii. Not reproduce copies except to the extent reasonably necessary for the purpose of business and all copies made shall be property of the Hotel.
- iv. Not make commercial use of the same or any part thereof.
- v. Not disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any trade secrets or confidential information relating to the business, affairs or finances of the Hotel.
- vi. Maintain complete confidentiality throughout. Information exchange concerning each other's respective organizations, including bills etc. shall deem to be a trade secret

10. **Whole Agreement:** Agreement means this Agreement including all Annexure and schedules hereto and represents the entire understanding between the parties with respect to the subject matter herein

11. **Indemnity:** "Contractor" shall indemnify the "Hotel" for all cost and expenses, regarding the responsibility for its supplied services under any law, policy, notification, guidelines, circular or any requirement in respect of rendering services in force in India. All proceedings, civil or criminal, arising out of non-compliance with such statutory obligations shall be defended by the Contractor.

Contractor shall also indemnifies and keeps indemnified WHPL and/or Hotel from all costs, loss, damages, liabilities, proceedings initiated by any competent, Statutory Authorities or any adverse consequences arising due to Contractor or its Resources/ manpower violating, abusing, contravening any laws and any modifications thereto or indulging in any misuse of the information of WHPL or its systems, process, procedures, data, documents and other facilities or indulging in other illegal activities etc.

"Contractor" will indemnify "Hotel" against any claim, loss, damage occurred, or caused to the "Hotel" due to willful acts or omissions or carelessness or negligence of the "Contractor".

12. Amendment: No amendment or modification in the terms and conditions of this contract shall be effective unless agreed to in writing with the mutual consent of the "Hotel" and the "Contractor".

13. FORCE MAJURE

Contractor on Failure or omission to carry out or observe any of the stipulations or conditions of the agreement shall give rise to any claim or deemed breach of contract if the same shall arise from any of the following causes viz: acts of God, War declared, Insurrection, strike, lock-outs, Fire etc.

14. Termination Clause:

- A. Either party will have a right to terminate this agreement after giving 30 days' notice in writing to the other party.
- B. The "Hotel" may terminate this engagement at any time, with immediate effect, without notice in case of following circumstances:
 - i. If the Contractor contravene any of the obligation/s or other terms and conditions of this engagement.
 - ii. If the Contractor is found to be inefficient or grossly negligent in carrying out the duties under this agreement or is found guilty of any act of misconduct or any other activities, which adversely affect the interest of the "Hotel".
- C. If for any reason, the "Contractor" commits breach of any of the conditions of this agreement or The General Manager (of the Hotel) is not satisfied with services and quality, The General Manager (of the Hotel) shall be entitled to terminate this agreements forthwith, and on such termination or otherwise if the "Hotel" incurs any loss in making any alternative agreements through any other agency the same will be recovered from the "Contractor".

15. ARBITRATION

All disputes or differences arising between the parties here to in interpreting the term and conditions and subject matter of this agreement or the respective rights, duties under those present except those the decision where of is here in before specifically provided for, shall be referred to the sole arbitration of the General Manager of the Hotel, whose decision there on shall be final and binding on both parties.

The competent courts at Delhi have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this agreement between the Hotel and the Contractor.

16. GOVERNING LAW/ JURISDICTION

In case any dispute is not resolved through arbitration, the applicable law governing this agreement shall be the laws of India and the courts of **New Delhi** shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

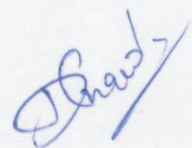
IN WITNESS WHEREOF the parties have put their hands on the 26th day of November 2020 written hereinabove.

**For & On behalf of
Holiday Inn New Delhi International Airport
A Unit of Wave Hospitality Pvt. Ltd.**

**for & on behalf of
Neptune Engineering Pvt. Ltd**

Holiday Inn New Delhi International Airport
Vikas Oswal
General Manager
Authorized Signatory

Sasha Bose



Annexure-I			
S.No	Particular	Rate	Amount
	Basic		17,991
	HRA	13%	2,339
	ESIC	3.25%	585
	Leave Encashment	8.65%	1,556
	Insurance	2.07%	372
	Gratuity	4.80%	864
	National Holiday	1.92%	345
	Total Cost		24,052
	Additional Allowance		9,288
	Reliever Cost		5,557
	Office Overhead		2,194
	Total Cost Per Person		41,090
Note:			
Bonus would be disburse as and when due or after client approval, and same would be billed to client.			
Any changes by the Statutory Authorities will be applicable from the effective dates.			

1 Person