

दिल्ली DELHI

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AGREEMENT

THIS AGREEMENT is made and entered into on this the ^{1st April-2009} 1st Day of ~~APRIL~~ 2009 at Delhi

BETWEEN

DELHI INTEGRATED MULTI-MODAL TRANSIT SYSTEM LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at 1st Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110006 (hereinafter referred to as "**First Party**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART,

AND

M/S LION SERVICES LIMITED, a company registered under the Companies Act, 1956 having its registered office at 7393, Sector-B, Vasant Kunj, New Delhi-110 070 (hereinafter referred to as "**Second Party**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.

WHEREAS the First Party is desirous of hiring professional services of an organization having sufficient experience in providing effective housekeeping services for housekeeping requirements at their Corporate Office at Maharana Pratap ISBT Building, Kashmire Gate, Delhi-110 006,

(I'S REKHI)
General Manager (Project)
Delhi Integrated Multi-Modal Transit System Ltd.
1st Floor, 1st Floor, 1st Floor and 1st Floor
1st Floor, 1st Floor, 1st Floor and 1st Floor

01/04/09

For LION SERVICES LTD.

MANAGING DIRECTOR

WHEARAS the Second Party is inter alias in the business of providing turnkey solutions in the area of housekeeping & facility management services.

WHEAREAS, the Second Party approached First Party and presented its case of provisioning of facility management services.

AND WHEAREAS, the First Party decided to give the assignment on a contract basis to the Second Party.

That the following Annexure form part of the agreement:-

Annexure – I: Manpower & Costing Sheet

Annexure – II: Terms & Condition for Payment

Annexure – III: Scope of Work

Annexure – IV: General Terms and Conditions

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. Object, Manpower and Costing of Contract

The object of the contract is to provide Housekeeping and Facility Management services.

- 1.1 The location of the assignment shall be the Corporate Office of DIMTS, the First Party, at Maharana Pratap ISBT Building, Kashmiri Gate, Delhi -110 006.
- 1.2 The parties to this Agreement jointly worked out manpower requirement for the assignment and negotiated rates etc. as per details given in **Annexure-I**.
- 1.3 The Second Party hereby covenants with the First Party that it will supply manpower which merit site requirements.
- 1.4 The time and work schedule shall be followed stringently by the Second Party.
- 1.5 The Second Party shall fully comply with the provision of Provident Fund, ESI, Minimum Wages Act, Workman Compensation Act and other laws, including rules and regulations made there under, as might be applicable to the Second Party in respect of persons employed by


(13 BEKH)
General Manager (Private)
Lion Services Ltd.
New Delhi


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For LION SERVICES LTD.

MANAGING DIRECTOR

- the Second Party for the purpose of this Agreement and/or in respect of the work undertaken by the Second Party or assigned by the Second party to the persons such employed for the purpose of this Agreement, and shall also maintain various registers/records, as may be required under the provisions of the said enactments and/or rules.
- 1.6 The Second Party shall ensure that all the personnel deployed at the site wear neat and clean uniform while on duty.
- 1.7 It is understood by both the parties that the Second Party alone shall have the right to take disciplinary action against any person engaged / employed by it and accordingly, the Second Party shall be solely and completely responsible for the outcome of any act of omission or commission of such persons.
- 1.8 First Party shall under no circumstances employ any person engaged by Second Party for any other purpose except on the assigned tasks.
- 1.9 First Party will award overtime payment on authorized closed holidays & national holidays, as admissible.
- 1.10 First party shall take all necessary steps for theft prevention at its site.
- 1.11 If an unfortunate event of theft occurs at the site, First Party will take legal course. Though the Second Party will extend all possible assistance in such matters, Second Party shall not be responsible for any loss taking place for such reasons.
- 1.12 The Second Party further covenants that it shall be at entire discretion of the First Party to remove any person from the site, whom the First Party does not deem fit for the purpose of this Agreement during the subsistence of this Agreement.
- 1.13 First Party shall not offer any kind of employment to any person employed by the Second Party directly or indirectly during the subsistence of this Agreement.
- 1.14 First Party will give detailed procedure in writing, before the commencement of work/services under this Agreement, for imposing any kind of penal deductions on poor performance, absenteeism etc.
- 1.15 Both the parties will share escalation matrix chart for reporting incidence & escalating the communication on site issues.


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For LION SERVICES LTD.


MANAGING DIRECTOR

- 1.16 The First Party shall provide to the Second Party a sufficiently big room for keeping stores & machines required to be used by the Second Party under this Agreement.
- 1.17 The First Party shall extend internal telephone facility at the pantry and to the supervisor deployed by the Second Party.
- 1.18 The Second Party shall inform the First Party about any lapse and/or shortage of material in writing or through e-mail at the earliest opportunity to help the First Party initiate corrective action.
- 1.19 Second Party will depute its audit team for carrying out site audit regularly. First Party will bring out any shortcoming/shortage or similar issue to the Audit team, for ensuring quality control.

2. Payment Conditions

- 2.1 First Party will release the payment within 07 days of receipt of invoice, raised by the Second Party.
- 2.2 It shall be mandatory for the Second Party to pay salary to its employees in time and to facilitate this, First Party shall ensure expeditious processing and settlement of the invoice/bill raised by the Second Party. First Party shall avoid any delay in releasing the payment against the bills, complete in all respects, submitted by the Second party. Both the parties shall try to reconcile trivial observations noticed during the scrutiny on telephone or through e-mail for prompt settlement of bills.
- 2.3 Monthly charges/rates shall be revised only if there is revision only of Service Tax, Minimum Wages, ESI Contribution and EPF Contribution as may be notified by Central Government and/or GNCTD from time to time. The revision of monthly charges/rates payable by the First Party to the Second Party in such cases shall take effect from the date on which the corresponding revision, as notified by Central Government and/or GNCTD comes into effect.
- 2.4 The contract amount will be revised only in case of a change in the scope of work and/or when the First Party places any additional requirement of material/machine/manpower on the Second Party. The financial implications in such cases will be worked out mutually.

For LION SERVICES LTD.
MANAGING DIRECTOR


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- 2.5 All the payments due to Second Party shall be made as per the details mentioned in **Annexure – I** after deduction of tax at source, wherever applicable, as per the provisions of the Income Tax Act, 1961.
- 2.6 The Parties shall not bear any cost, payment, expenses etc. which is not mentioned in this Agreement.

3. Scope of Work

- 3.1 The scope of works required shall be as per the schedule annexed hereto as **Annexure-III**.
- 3.2 *Amendments / Modifications*
- (a) Any addition to the scope of work under this Agreement at the behest of the First Party shall make the First Party liable for additional considerations over and above the mutually agreed considered amount under this Agreement.
- (b) That the corresponding Amendment(s)/Modification(s) shall be in writing duly signed by the authorized persons of both the parties and shall take effect from the date mentioned therein in this regard.
- 3.3 Both the parties will comply with General Term & Conditions contained in **Annexure -IV** to this Agreement.

4. Obligations of the First Party

- 4.1 First Party shall within 07 days of receipt of the invoice, complete in all respects, from the Second Party, release the payment due to the Second party for the services provided by the latter during the previous month.
- 4.2 First Party will issue Completion Certificate to the Second Party on successful completion of the term of this Agreement.
- 4.3 First Party will refund security money (if held any) to the Second Party as provided in this Agreement.

5. Obligations of the Second Party

- 5.1 Second Party shall with utmost diligence carry out the requisite assignment entrusted to it under this Agreement by the First Party.


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For LION SERVICES LTD.

MANAGING DIRECTOR

- 5.2 Second Party shall always retain a back-up system for the First Party, so as to manage the assignment in accordance with the spirit of the contract.

6. Settlement of Disputes

6.1

- (a) Any claims, disputes and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or in relation to this Agreement including interpretation of any of its terms, will be resolved through mutual discussion. . However, if the parties hereto fail in resolving the dispute through mutual discussion within a period 30 days, the matter will be referred for adjudication to the Arbitration of a person appointed by the First Party in accordance with the Arbitration and Conciliation Act 1996 including any modification, amendment thereto. The decision of the Arbitrator thus appointed would be final and binding on the parties.

- (b) The venue for the Arbitration will be New Delhi.

- 6.2 This Agreement is governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

- 6.3 Both the parties will share the information of exchanging names of competent persons, who are authorized for any serious discussion on site issues.

7 Tenure

This Agreement shall remain valid for a period of **ONE YEAR** from **1st April, 2009 (1st April, 2009 to 31st March, 2010)** It can be extended for a period of another one year with mutual consent of both the parties, in writing and on mutually agreed terms and conditions.

8 Termination / Cancellation of assignment

- 8.1 Either party can terminate this agreement before the expiry of its term by giving **one month** written notice to the other party without any compensation.


01/04/09

(I/S REKHI)
General Manager (Project)
Delhi Integrated Multi-Modal Transit System Ltd.
(A Joint Venture of Govt of Delhi and IDFC Ltd.)
ISRT Building, Kirti Nagar Gate, Delhi-110006

For LION SERVICES LTD.

MANAGING DIRECTOR

- 8.2 This Agreement may be terminated forthwith if any party hereto becomes insolvent, ceases its operation, dissolves, files for bankruptcy or bankruptcy protection against receivers, other party shall have the right to immediately terminate this Agreement.
- 8.3 That in case of breach of any term or condition as stated in this Agreement and/or an Annexure hereto by either party, the other party shall have the right to terminate this Agreement forthwith, after affording an opportunity to the defaulting party to explain the conduct by serving giving 7 days notice.
- 8.4 All notices which are required to be given under this Agreement shall be in writing and shall be sent at the address of the recipient set out in this Agreement. It may be delivered personally or through courier or facsimile transmission or by registered post.
- 8.5 Termination of this Agreement, on its expiry or otherwise, shall not affect any accrued rights or liabilities of either party under this Agreement.
- 8.6 That on termination of this Agreement, on its expiry or otherwise, the Second Party shall be entitled to take back machines, equipments etc. installed by it at the place of work forthwith.

9 Force Majeure

- I. In this contract, force majeure shall be deemed to be any cause beyond the reasonable control and not arising out of the fault of the affected party which the affected party has been unable to overcome by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and has a Material Adverse Effect on the due performance of obligations of either party under this Agreement. Force majeure may include, but shall not be limited to, any one or more of the following.
- II. Acts of terrorism, war, invasion, rebellion, hostilities, riots, military action, civil commotion, sabotage.
- III. Any earthquake, epidemic, flood, tempest, lightening, unusually extreme weather or other natural physical disaster;
- IV. Any accident, fire or explosion caused by reasons not attributable to the Second Party or its employees.
- V. Strikes, dharna, bandh or any other unforeseen stoppage of work.
- VI. Any ordinance of the government such as emergency etc. which might prevent the Second Party from carrying out its obligations under this



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For LION SERVICES LTD.

MANAGING DIRECTOR

Agreement and the effect of which the Second Party is not able to control with reasonable and diligent effort.

VII. Any other conditions beyond the control of the service provider.

10 Confidentiality

The parties shall treat the information about each other as confidential and limit its use to efficient working of this Agreement.


IN WITNESS WHERE THE PARTIES HAVE SIGNED THIS AGREEMENT ON 1st DAY OF APRIL, 2009.

FIRST PARTY

For M/s Delhi Integrated Multi-Modal Transit System Limited

Witness

Authorized signatory


21/04/09

SECOND PARTY
For M/s Lion Services Ltd.

Name: Dr. J.P.S. Bakshi

Title: Managing Director



(S. P. DASH)
General Manager (Project)
Delhi Integrated Multi-Modal Transit System Ltd.
(Joint Venture of Govt. of Delhi and IOFC Ltd.)
Block Building, Kashmere Gate, Delhi-110006

ANNEXURE – I

Staff Details					Remarks
S. No.	Designation	Staff (Numbers)	Rate/ Staff/Month (Rs.)	Total Cost/Month (Rs.)	
1	Supervisor	1	7154	7,154/-	Each person to work "8 Hours X 6 Days" a week
2	House Boys & Pantry Boys	8	5411	43,292/-	
3	Washroom Boys	3	5516	16,549/-	
4	Washroom Lady	1	5516	5,516/-	
5	Dispatch Rider	1	7304	7,304/-	
6	Gardener (Part Time)	1	3000	3,000/-	
SUB TOTAL				82,814/-	

SERVICE CHARGES				
Rate			Total	
@ 10 %			8,281/-	
SUB TOTAL			8,281/-	

GRAND TOTAL			91,096/-	
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For LION SERVICES LTD.


MANAGING DIRECTOR

Notes:

1. Service tax @ 10.30 %, or as amended from time to time, will be charged in addition on the total billing.
2. The above charges do not include material (consumables) to be used by the above staff for performance of their duties which shall be charged as per actual consumption.
3. All the boys are covered under ESI & PF.
4. In addition all boys are covered under LIC Policy for Rs. 62000/-; its complete cost is borne by company.
5. The above rates are based on minimum wages Rs.3953 p.m..

Labor License:

1. If the number of persons provided by the Second Party to the First Party for the purpose of this Agreement is more than 20, Second Party shall procure labor license for the same for which the First Party shall issue 'Form-V' to the Second Party.
2. ii). One time charges (approx Rs 8,000/-) towards obtaining labor license, shall be borne by the First Party.


a/m/08

(15 REK44)
General Manager (Project)
Subsidiary/Project/Asset/Trade System Ltd
and its branches/units of India and abroad
C/o. 1000


For LION SERVICE LTD.

MANAGING DIRECTOR


ANNEXURE – II

Terms & Conditions for Payment

1. Second Party shall submit its monthly bills along with all relevant supporting documents (such as Challans signifying deposit of ESI & EPF contributions, Service Tax and Undertaking regarding compliance towards all statutory deposits) on or before the 5th day of every month and the First Party shall release the payment against the bills within seven (07) working days thereafter.
2. First Party shall not make any payment directly to the staff deployed by the First party under this Agreement and any payment becoming due under this Agreement shall be made to the Second Party only.
3. Second Party is liable to distribute wages to its employees deployed at the Premises of the First party on or before 7th day of the every month.
4. Total value of the contract is **Rs. 91,096/- (Rupees Ninety One Thousand Ninety Six Only)**. Service Tax as applicable will be charged in addition on the total billing.
5. The First Party shall be liable to pay to the Second Party the difference in case of any increase in the contract value due to change in any statutory levy or minimum wages by the government during the subsistence of this Agreement.
6. Consumables required for the performance of this Agreement, if the First Party desires so, will be supplied by the Second Party & charged as per actual. The service tax then will be charged on total billing.
7. If any of the payments due to Second Party pursuant to this Agreement are overdue beyond 30 days; the Second Party shall be entitled to claim interest on the outstanding amount at the rate of 18% (eighteen percent) per month, as from the date the sum becomes due until the date payment is received.


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(S. REKHI)
General Manager (Project)
Omni-Modal Multi-Modal Transit System Ltd.
(A Joint Venture of Govt. of Delhi and IDFC Ltd.)
ISHT Building, Kashmiri Gate, Delhi-110006

For LION SERVICES LTD.

MANAGING DIRECTOR


Scope of Work

The employees deployed by the Second Party in the office of the First Party under this Agreement:

- i) Should have sufficient knowledge of read, written and spoken English.
- ii) Should preferably be able to make entries in the Computer.
- iii) Should be conversant with different parts of Delhi, more specifically the areas in the vicinity of the office of the First Party.

The scope of work to be performed by the Second Party through such employees shall be as under:

1. Cleaning of hard floor in the office with special attention to space hidden under the furniture and elsewhere.
2. Mopping of all office floors with appropriately diluted disinfectant cleaner.
3. Dusting of all fixtures and furniture with damp as well as dry duster.
4. Cleaning of all WCs with toilet bowl cleaner.
5. Washing of outer of soap dispensers and wiping dry all chrome-plated fixtures after scrubbing of toilets.
6. Cobwebs removal.
7. Cleaning of planters.
8. Dusting of wooden skirting with feather duster.
9. Dusting of all doorframes and glasses with wet as well as dry duster.
10. Cleaning of ash trays, waste paper baskets and sanitary bins.
11. Cleaning of all picture frames and paintings.
12. Dusting of PCs with soft cloth.
13. Brushing of all upholstered furniture.
14. Cleaning of Hot & Cold water dispensers.
15. Cleaning of grills.
16. Cleaning of all Venetian blinds.
17. Removing marks from laminated partitions.
18. Disinfecting and cleaning of telephones.
19. Vacuum cleaning of Carpets.
20. Scrubbing and washing of open areas.


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(S. REKHI)
General Manager (Project)
Central Information Mail (Central Transit System Ltd.)
an information system for the Ministry of Information and Public Relations
New Delhi


For LION SERVICES LTD.


MANAGING DIRECTOR

21. Ensuring that everything has a place and every thing is in its place by giving necessary feedback to the management.
22. Carpet Shampooing.
23. Chair Shampooing.
24. Sofa Shampooing.
25. Granite Polishing.
26. Cleaning of all vending machines.
27. Updating material stock on day-to-day basis.
28. Raising material requisition for material required in the pantry.
29. Receiving of materials from stores.
30. Maintaining stock register.
31. Serving of tea /coffee on work stations & in the conference halls.
32. Lunch service to staff in lunch hours.
33. Clearance of dirty/used crockery from work stations & conference hall.
34. Washing of all crockery used for pantry service.
35. Keep the First Party informed about any breakdown of vending machine(s) etc. for their timely repairs.
36. Ensure proper handling of vending machines.
37. Cleaning of pantry area.
38. Check the stock of Xerox machine & fax machine before starting work.
39. Keep Telephone number of machine technician for emergency.
40. Assist in photocopying with responsibility.
41. Keep all cupboard shelves neatly stacked with stocks.
42. Filing of documents and similar tasks.
43. Banking related basic activities such as depositing cheque etc.
44. Answer telephone calls politely & immediately.
45. Outdoor tasks such as going to bank to deposit cheques.
46. Keep records updated (dispatch register).



01/04/29

(S. REKHI)
General Manager (Project)
Joint Integrated Metro-Mumbai Transit System Ltd.
(A Joint Venture of Govt. of Delhi and IDPL Ltd.)
15RT Building 2, 2nd Floor, Phase 1, Delhi-110008

For LION SERVICES LTD.

MANAGING DIRECTOR

General Terms & Conditions

- The First Party will have to procure a 'Principal Employer' Registration at their end from the local labor department in case the deployment of persons/staff under this Agreement is 20 persons or more.
- Necessary shortcomings, if found during the initial joint inspection will have to be undertaken by the First Party at its cost.
- The deficiencies related to critical equipments reported to the First Party shall have to be attended to/rectified by the Second Party at its cost.
- Only suitably trained and skilled staff shall be provided by the Second Party to man the facilities.
- Second Party shall be completely and solely responsible for ensuring compliance of all statutory obligations (viz. ESIC, PF, and Medical & Accident Insurance etc.) in respect of the staff engaged by it for the purpose(s) of this Agreement.
- Second Party shall ensure that the staff provided/deployed by it under this Agreement carries proper Photo Identify Cards and is neatly dressed in prescribed uniform.
- Second Party shall also ensure that key staff deployed by it under this Agreement is equipped with functional mobile phones for easy connectivity & availability to the First Party.
- Second Party will not be responsible for any loss/damage/destruction of any part or parts of the infrastructure/furniture, which may occur during the process of handling unless it has occurred due to negligence/wrongful act on the part of the staff of the Second Party.
- Service Tax / any other tax or levy, if applicable, will be charged on actual.
- Second Party shall not be liable for delay(s) in adherence to time schedules or performance of duties in case of forces majeure conditions as defined in this Agreement.
- In the event of strike/bandhs declared in advance, the Second Party shall take necessary measures to operate and maintain the services/facilities required under this Agreement.
- Any/all disputes and differences arising out of or in any way touching or concerning this Agreement shall be referred to the sole arbitration of the Managing Director/CEO of DIMTS or any other person appointed/nominated by him. The venue of Arbitration shall be Delhi and the proceedings shall be held in English under the Arbitration and Conciliation Act 1996. All expenses arising out of Arbitration Proceedings shall be borne equally by the parties hereto. The decision of the Arbitrator shall be binding on both the parties hereto.


For LION SERVICES LTD.
MANAGING DIRECTOR

General Manager (Project)
City Migration Multi-Model Transit System Ltd
16, Connaught Place, New Delhi-110008
(S&T Building, Connaught Place, Delhi-110008)

Pending such submission of and/or decision on a dispute, Second Party shall continue to perform its obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

- This Agreement shall be governed by the laws of India and the Courts at Delhi shall have exclusive jurisdiction.
- The salary of the above staff may increase with the increase in Minimum wages from time to time & the same would be revised forthwith & billed accordingly by the Second party to the First Party.
- In case of any increase manpower requested by the First Party on account of any reason whatsoever, the billing amount will be revised accordingly.
- Overtime payment will be given to staff for extra time, in accordance with Statutory requirements.
- Extra one day wages will be given to boys for working on 03 National & 06 Closed * holidays, in accordance with Statutory Compliances. ✓
- Second Party LSL shall make it clear to the staff deployed by it that the latter are employees of the Second Party and that no employer-employee relationship exists or shall ever exist between the employees/staff of the Second Party and DIMTS (First Party) and that they shall have no claims against the First Party in case of any dispute pertaining to any aspect directly or remotely related to their service conditions, which might come up between them and the Second Party in the process of performance of their duties, and that the First Party shall not be liable pay to them any wages, salaries, compensation and/or statutory benefits due to them under the labour Laws and/or any other applicable legislation and that the Second Party shall be solely and completely responsible for providing all such amenities to its such employees.
- Second Party will indemnify the First Party against any claim, loss, damage occurred, or caused due to willful acts, omissions, carelessness or negligence of the staff/employees employed/deployed by the Second Party for the purpose(s) of this Agreement.
- Second Party shall be fully and solely responsible and answerable for compliance of all legislations applicable / pertaining to its staff deployed for the purpose(s) of this Agreement including, but not limited to, the Industrial Disputes Act, 1947; Employees State Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisions Act 1952; Payment of Wages Act, 1936; Payment of Gratuity Act, 1972; The Factories Act, 1948; Professional Tax Act; Contract Labour (Abolition & Regulation) Act 1970; Workman Compensation Act and/or any other Act or Statute which may be brought into force from time to time either by the Govt. of India and/or GNCTD. Any non-compliance thereof shall be the sole responsibility of the Second Party. Second Party shall furnish a monthly certificate to the First party signifying its compliance with all statutory requirements. Second Party shall also furnish ESIC and

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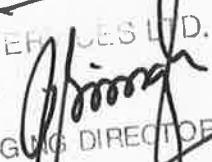
For LION SERVICES LTD.

MANAGING DIRECTOR

EPF challans (duly stamped by the Bank concerned), EPF & ESIC inspection report issued by RPFC & ESIC authorities and Bank statement showing EPF & ESIC cheque amount along with the relevant bill(s) on quarterly basis to prove compliance regarding deposit of its employees' statutory dues with the concerned regulatory authorities. These challans shall have to be furnished along with monthly bills.

- Any tax/levy applicable to Second Party but not paid by it, on receipt of the notice thereof from the Authority/Government Department concerned, shall be deducted from the bill/s of Second Party and deposited with the Department/Authority concerned by First Party.
- This Agreement will be for a period of ONE YEAR from the date of execution of these presents. First Party shall in the event of Second Party committing any breach of any of the terms and conditions of this Agreement, or if the services provided by Second Party are considered to be unsatisfactory by First Party, or for any other reason considered by First Party as sufficient in this regard, be entitled to terminate this agreement by giving one month's notice in writing to Second Party without assigning any reason therefor and Second Party shall not be entitled to any compensation in case of such termination. Second Party may also terminate this Agreement by giving one month's notice in writing to First Party. First Party shall have the right to extend, pursuant to mutual agreement between the parties, the duration of this Agreement on the same terms and conditions as herein contained or as may be mutually agreed to by and between the parties hereto. However, in case of termination by either side, Second Party shall continue to provide the services envisaged under this Agreement until such time a suitable substitute is selected and the new Service Provider is put in place.
- In case of death of or injury to any of the staff deployed by Second Party under this Agreement during the performance of their duty, Second Party shall be solely and completely responsible under Workman Compensation Act and/or any other statute as may be applicable and shall continue to be solely responsible and liable there under. Any compensation under the Workmen Compensation Act or any amendment thereof, or any liabilities arising under any other law for the time being in force, including existing or future/subsequent legislation, shall be the sole responsibility of Second Party. However, under the extreme circumstance of any such claim resulting in money being paid by First Party, the same shall be recovered, either through deduction(s) from the running account bills or recourse to any other remedy as may be available to First Party under law for such recovery from Second Party.
- Second Party shall ensure Police verification of staff deployed by it, before their deployment, under this Agreement and shall at all times be responsible for their credentials, conduct and performance of duty.
- Any replacement of the staff deployed for the purpose(s) of this Agreement shall be done only on request or with prior approval/consent of the First Party.


01/04/21

For LION SERVICES LTD.

MANAGING DIRECTOR

(S. R. K. S.)
General Manager (Project)
Lion Services Ltd. (Pvt.) Ltd.
10/10/2020

- Any assignment of the rights and/or obligations under this Agreement by either of the parties, whether in whole or in part, shall not be made except with prior written consent of the other party.
- Any amendments to this Agreement shall be in writing and executed by the signatories to this contract or their duly authorized representative.
- Any notice, consent, document or other communication required or permitted to be given under this Agreement shall be deemed to have been validly served if it is:
 - a. Signed by an officer authorized by the party giving notice;
 - b. In writing; and
 - c. Delivered or sent by registered post or by facsimile transmission to the address of the parties set out herein or such other address as may be notified by respective parties as appropriate from time to time for the purpose of this Agreement.
- A notice served under this Agreement shall be deemed to have been received:
 - a. When sent by registered post, on the date of its actual delivery;
 - b. In case of delivery by hand, at the time of such delivery / receipt duly signed and stamped under receiving party's Company seal; and
 - c. In case of facsimile transmission, provided the facsimile received is legible,
 - i) On the date of receipt of facsimile transmission, if sent before 4 pm.
 - ii) In other cases, on the working day following the day of transmission. In case of the next day happens to be a holiday, then the next working day.

IN WITNESS HEREOF, the parties have caused this contract to be signed by their duly authorized representatives on the date first above written.

Authorized Signatory

Authorized Signatory

For Delhi Integrated Multi-Modal Transit System Ltd.

For Lion Services Limited

WITNESS:

1.


01/04/21

2.

For LION SERVICES LTD.

MANAGING DIRECTOR

