

DRAFT AGREEMENT

This Agreement is executed at New Delhi on this 9th day of Feb, 2018 between **KISS Delhi (A Joint venture between Govt. of NCT of Delhi and Kalinga Institute of Social Science, BBSR, Odisha), Vill: Issapur , Najafgarh , New Delhi-110073** through its CEO Ms. Kumkum Sharma (hereinafter referred to as “**First Party**”) which expression unless repugnant to the context shall also mean her attorneys/representatives, successors, executors, administrators and permitted assigns) of the ONE PART;

AND

M/s duly registered under Private Security Agencies (Regulation) Act -2009 (Delhi) and having its office at No....., New Delhi-..... acting through its Director/Proprietor/Partner (hereinafter referred to as the “**Second Party**”) which expression unless repugnant to the context shall wherever the context admits, mean and include his attorneys/representatives, successors, executors, administrators and permitted assigns), of the OTHER PART.

WHEREAS the Second Party is doing business of providing safety, surveillance and security services viz., providing well managed & trained guard force strictly adhering to safety standards & norms. The Second Party is committed to highest levels of ethics, honesty and integration and dedication for providing safe, reliable and efficient services for protecting person & property of School through watchman {hereinafter referred to as Security Personnel} through its own personnel and on the assurance given by them that they will be able to provide the required number of trained Security Personnel at the site/location as desired by First Party and as may be mutually agreed from time to time between the parties in accordance with the terms and conditions of this agreement in the manner hereinafter appearing.

1. The Second Party is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel with basic training, safety procedures, fire fighting practices and weapons handling etc for School duly verified by the local police Station as regards their antecedents and backgrounds and an undertaking in this regard to be submitted to the KISS Delhi concern department and department shall ensure that the second party complies with the provisions.

2. The Second Party shall ensure that, the Security Personnel deployed at the School shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other employees appointed at the said location.
3. The Second Party shall ensure that, the Security Personnel deployed at the School shall be entirely responsible for the stock of the commodities stored at the said location.
4. To ensure such safety, the Second Party shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a certificate from him certifying that the said employee is medically fit. It is further agreed that without such medical certificate, the First Party shall not permit any such Security Personnel to work in its premises. It is further agreed that the First Party may, from time to time, call upon the Second Party to have all or any of its Security Personnel examined.
5. All the security personnel deployed in the School premises by second party should have the following:
 - a) A good character certificate of security personnel from previous employer if any or a competent authority who know the personnel in person.
 - b) A police verification record.
 - c) Should be minimum class 10th pass.
 - d) Able to read and write in English & Hindi.
 - e) Should be above the min. age of 18 yrs. and the below the age of max. 50 yrs.
6. The security personnel are not allowed to speak/interrogate/confine any student of the School at any point or time of the day. If there is a need to speak to the student/child it has to be in the presence of class teacher/hostel warden of the child & Security In-charge of the school. If any security personnel is found/reported not following this rule disciplinary action will be taken against him/her with immediate termination of the staff. Depending on the seriousness of the offence strict action against the security agency will be taken including police complaint against the offending staff, security head and security agency.
7. The Second Party shall deploy his personnel only after obtaining the KISS Delhi approval duly submitting curriculum vitae (CV) of these personnel, the KISS Delhi shall be informed at least one week in advance and second party shall be required to obtain the KISS Delhi concern department's approval for all such changes along with their CVs.

8. The security personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Attendants/Visitors/ Parents and should project an image of utmost discipline. The School shall have right to have any person moved in case of parents/staff complaints or as decided by representative of the School if the person is not performing the job satisfactorily or otherwise. The Second Party shall have to arrange the suitable replacement in all such cases on immediate basis.
9. The Second Party shall provide uniforms, issue identity cards bearing the name of the Second Party to the Security Personnel. It is the duty of second party to provide good quality uniform to the security personnel. The uniform including socks, shoes, belt e.t.c should be clean and tidy. Security Personnel shall be equipped with complete uniform. All equipment's required for the security by the security staff to carry out their duties with full satisfaction of first party.
10. The Second Party shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams, whistle and other equipments to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
11. The Second Party shall be absolutely responsible for security of premises, property (moveable/immovable), and safety of the students and staff members of the School those who are in side School campus.
12. The Second Party shall evaluate School's existing security structure and accordingly perform its activities in most efficient manner. Second Party is also required to submit SOP (standard operating procedures) which will be followed by the security team for safe-guarding the staff, students and building to First party for approval.
13. During the course of the contract, if any, second party's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the KISS Delhi shall be entitled to terminate the contract forthwith duly forfeiting the second party's Security Deposit and security money deposit will be released once the loss shall be recovered from the second party.
14. The Second Party shall deploy such number of Security Personnel for each location as specified by the First Party according to their needs from time to time 1st Party will decide the strength and duties. The security personnel shall be performing their duties in 3 shifts of 8 hour each & not more than 3 shifts on all days including Sundays and Holidays. The eight hours shift generally will be from 06:00 hrs. to 14:00 hrs., 14:00 hrs. to 22:00 hrs. and 22:00

hrs. to 06:00 hrs. But the timings of the shift are changeable and shall be fixed by the School from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the 1st party for double duty, if any.

15. The Security personnel will have to report to the KISS Delhi's security In-Charge at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the KISS Delhi.
16. The Second Party shall ensure to provide at least one female security guard on regular basis in each shift as approved by KISS Delhi.
17. In case any of Second Party's personnel(s) deployed under the contract is (are) absent, a substitute of the same shall be provided on urgent basis or a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the KISS Delhi and the same shall be deducted from the second party's bills.
18. In case any of Second Party's personnel deployed under the contract fails to report in time and the second party is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 17 shall be levied.
19. In case any public complaint is received attributable to misconduct/misbehavior of second party's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from second party's bill. Further the concerned second party's personnel shall be removed from the KISS Delhi immediately.
20. In case the Second Party fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, KISS Delhi reserves the right to impose the penalty as detailed below:-
 - I. 20% of cost of order/agreement per week, upto four weeks delays.
 - II. After four weeks delay Principal Employer (1st party) reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other party(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

21. The Second Party shall fully guide, train their staff from time to time, supervise and monitor the Security Personnel deployed in School Premises by its Security Supervisors. Security Supervisors will inspect every location at least once every day especially during night time to be exercised by Security Personnel. It is the duty of the security supervisor to keep the security personnel fit by indulging them in daily drill and exercise. Security supervisor should also monitor that the staff is neatly dressed during duty hours and maintains good hygiene and appearance. The Security Supervisors will take digital photographs of security personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to KISS Delhi along with their inspection report on weekly basis.
22. The Second Party agrees & undertakes to provide compensation to First Party for every dereliction of duty like unauthorised absence from duty, reporting to duty without uniform/lathi/whistle/name, cap, badge, sleeping during duty hours etc, reported by KISS Delhi staff and the Penalty amount shall be equivalent to the one day payment made to the Security Personnel concerned for every occurrence of such reporting. If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, KISS Delhi reserves the right to change the Security Personnel in that location and habitual offenders in this regard shall be removed from the KISS Delhi School. The penalty on this account shall be deducted from the Second Party's bills.
23. The security personnel provided shall be the employees of the Second Party and all statutory liabilities will be paid by the Second party such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the KISS Delhi in advance every time and if any change is required on part of the KISS Delhi fresh list of staff shall be made available by the second party after each and every change.
24. The Second Party shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by 2nd Party for works. It will be the responsibility of the second party to provide details of manpower deployed by him, in the KISS Delhi concern department and to the Labour department.
25. It shall be duty of the Second Party to enhance the wages of the employees subject to any statutory obligation/rise from time to time as instructed by authorities concerned in this behalf. However, such statutory enhancement shall be claimed by the Second Party on

furnishing the documentary proof of payment of such amount to its employees and this enhancement shall be deemed to be agreed upon between both parties.

26. As far as EPF is concerned, it shall be the duty of the Second Party to get PF code number allotted by RPFCL against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the School works, is required to be submitted to the KISS Delhi's concern department. In any eventuality, if the second party failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time KISS Delhi is entitled to recover the equal amount from any money due or accrued to the Second Party under this agreement or any other contract with RPFCL, with an advice to RPFCL, duly furnishing particulars of personnel engaged for the KISS Delhi.
27. The Second Party will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month.
28. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the KISS Delhi, such money shall be deemed to be payable by the second party to the KISS Delhi within seven days. The KISS Delhi shall be entitled to recover the amount from the second party by deduction from money due to the second party or from the Security Deposit.
29. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the second party and based on the documentary proof jointly signed by the AAO of the KISS Delhi and the second party/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the KISS Delhi.
30. The Second Party shall also provide necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to the First Party. Without such proof, the invoices will not be processed for payment.
31. The FIRST PARTY shall pay the Second Party invoices as per the Charges specified in Schedule I, within 7 working days after the date of receipt of the invoice by the First Party. Any objection by the First Party to any such invoice raised by the Second Party should be made within 5 working days from the date of receipt of the invoice.

32. The FIRST PARTY will deduct Income Tax at source under Section 194-C of Income Tax Act from the Second Party at the prevailing rates of such sum as income tax on the income comprised therein.
33. The Second Party shall disburse the wages to its staff deployed in the KISS Delhi every month through ECS or by Cheque in the presence of representative of the KISS Delhi.
34. The Second Party shall be solely responsible for payment of wages and all other dues payable or amenities to be provided under various statutes to its personnel deployed at School Premises. The Security personnel deputed at School Premises shall not be considered as employees of KISS Delhi at any point of time and First Party cannot be held responsible for payment of any wages emoluments/benefits or other dues, if any, to the personnel of the Second Party. The Second Party shall maintain properly all record, registers and such other requirements as contemplated by the provisions of all the applicable statutes, Provident Fund Act, Employees State Insurance Act and Minimum Wages Act and all Rules framed under all the above statutes, and any other State and Local Act that might be applicable to the Second Party.
35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the second party for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the KISS Delhi may, failing payment of the said money by the contractor, make payment of such claim on behalf of the second party to the said Labour Authorities and any sums so paid shall be recoverable by the KISS Delhi from the contractor.
36. The Second Party shall not engage any sub-contractor or transfer the contract to any other person in any manner.
37. The KISS Delhi shall not be responsible for providing residential accommodation to any of the employee of the second party.
38. The Second Party shall be liable for all loss/ damage caused or occurred to the First Party at the location due to failure, negligence or slackness of the Security Personnel provided by the Second Party. The Second Party shall indemnify for any losses which First Party may suffer due to the action/inaction/negligence/slackness of any Security Personnel of the Second Party.

39. **Second Party** shall not be liable in any way whatsoever and the **First Party** hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- a) resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - b) consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever.
40. **Second Party** will be liable for the theft of inventory items, which are provided by the **First Party** and crossed checked by the **Second party**. To streamline and maintain such a process and discard any dispute at a later stage a separate inventory register will be maintained and signed by both the **Parties**.
41. **Second Party's** liability under this Agreement is subject to the **First Party** being up-to-date with its payments in accordance of this Agreement. **SECOND PARTY** shall not be liable under this Agreement for any loss or damage howsoever caused, except for death or personal injury caused by its gross negligence or willful misconduct or loss or damage caused as a direct result of any wrongful act.
42. The parties agree that any legal action or legal proceeding arising out of or pertaining to this Agreement shall be adopted or instituted only in the competent Courts at Delhi,
43. The duration of the agreement will be for a period of 12 months w.e.f. 10th Feb, 2018.
44. Parties to this agreement shall be at liberty to terminate this contract by giving one month notice in writing and in any event, the said contract shall come to an end on the expiry of the term as mutually agreed upon by the parties unless expressly renewed.
45. **First Party** shall be at liberty to terminate this contract forthwith on the **Second Party** or its Security Personnel committing breach of the terms and conditions of this agreement or where, the **Second Party** is, in the opinion of the **First Party** incapable of complying with the terms and conditions of this agreement. **FIRST PARTY** upon finding any breach of the terms and conditions of this agreement shall serve a notice in writing to the **Second Party** for terminating this agreement and upon receipt of such notice; the **Second Party** shall forthwith remove all its Security Personnel from the **SCHOOL PREMISES**.
46. The **FIRST PARTY** shall pay the **Second Party** invoices as per the Charges specified in Schedule I, within 7 working days after the date of receipt of the invoice by the **First Party**. Any objection

by the First Party to any such invoice raised by the Second Party should be made within 5 working days from the date of receipt of the invoice.

47. Payment by the First party for the Guarding Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond thirty days (unless the subject of a notified bona fide dispute), shall entitle SECOND PARTY (at its discretion) to suspend or terminate this Agreement. The FIRST PARTY shall make the payment either by Account Payee Cheque, by Demand Draft or Bank Transfer to the bank account of SECOND PARTY .

48. In the event that any of the payments due to SECOND PARTY pursuant to this Contract are overdue (unless the subject of a notified bona fide dispute) beyond 30 days, SECOND PARTY shall be entitled to claim interest on the outstanding amount at the rate of 2% per month as from the date the sum is due until the date payment is received.

49. The First Party shall pay the Second Party 'service charges' as per following schedule which shall be inclusive of all taxes if applicable.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

50. The Security Supervisor will be responsible for overall security arrangement of the KISS Delhi residential school.

51. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.

52. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the KISS Delhi.

53. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the KISS Delhi for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers (Approved by competent authority of the school) will be available with the Security personnel.

54. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

55. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.

56. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.

57. Security personnel shall also ensure door keeping duties.

SCHEDULE I (Services at KISS Delhi ,Issapur)

Type of Security Personnel	Rate for each/8 Hr. shift/ Per Month (including tax) per person
1. Security Guard (Man)	
2. Security Guard (Woman)	

In WITNESS WHEREOF the parties here to have signed this Agreement in two originals constituting one instrument on the day, month and year first above written.

SIGNED AND DELIVERED by the Within named FIRST PARTY

WITNESSES

1.

SIGNED AND DELIVERED by the Within named SECOND PARTY

2.