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AGREEMENT

50AA 370694

This Agreement is made on this 29th day of June-2020 at
Bhubaneswar,

BETWEEN

Utkal Facility Services Pvt Ltd. Dist- Khordha, Odisha, (Hereinafter be referred to and called the **FIRST PARTY**), which expression unless repugnant to the subject or context, shall mean and include its agents, authorized representatives, heirs, successors in interest, executors, administrators and assignees of the **ONE PART**

AND

M/s COSMOPOLIS RESIDENTS' WELFARE ASSOCIATION(CRWA),
At/PO: Dumuduma, PS-Khandagiri, Bhubaneswar-751019, represented through its General Secretary, Cosmopolis Residents Welfare Association, Regd No-2445-10/07 2018-19, Bhubaneswar-751019, Dist- Khordha, Odisha, (Hereinafter be referred to and called the **SECOND PARTY**), which expression unless repugnant to the subject or context, shall mean and include its agents, authorized representatives, heirs, successors in interest, executors, administrators and assignees of the **OTHER PART**.

General Secretary
COSMOPOLIS RESIDENTS
WELFARE ASSOCIATION
29/6/20

Utkal Facility Services Pvt. Ltd.

Director

WHEREAS

The First Party is a License Holder of Govt.odisha (Pasra License No266/PSA/OISF) issued by the Commissionate Police, Bhubaneswar (Copy Attatched) to provide Security Services carrying on the services and has represented to Second party that it has the necessary, expertise and skills for offering the required security services to the CRWA. Based on the representations of the first party and assurances ,the second party accepted the offer made by the first party and the parties are hereby recording the terms and conditions mutually agreed upon as set out hereunder.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER: TERM & conditions

This agreement shall come into effect from the day of **01/07/2020** and shall, subject to the termination provisions here in is valid for a period of one year from i.e **01/07/2020 TO 30/06/2021**. Subject to the condition that the performance of the 1st party shall be monitored for the first three months w.e.f. 01.07.2020 to 30.09.2020.The agreement shall be terminated if the performance is found not satisfactory during this period of three months as per the SOP and guidelines mentioned separately.

CONSIDERATION

1. In consideration of the First Party providing services as set out in this agreement, the Second Party agrees to pay the 1st Party the sum stated in Annexure I hereof & the said sum will vary depending upon the number of security personnel deployed/ Present on duty in the premises.
2. The 1st party will raise invoice for the services rendered for a month and the same shall be paid by 2nd party within a period of

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15 days from the date of receipt of the invoice/bills from the 1st Party. However, all payments made will be subject to TDS.

3. Payment by the 2nd party for the services provided hereunder shall be the fundamental obligation under this agreement and the 2nd party shall make payment either by A/c. Payee Cheque or by NEFT to the first party.

OBLIGATIONS/SCOPE OF WORK OF UTKAL FACILITY SERVICES PVT LTD.

The 1st party shall provide guarding and security service of the premises of 2nd party as per the instructions of authorized persons of 2nd party from time to time.

1. Without prejudice to the generality of the foregoing, the First Party shall provide the Following Services.
 - a) Oversee the Security & Safety entire Premises and ensure the safety and security thereof at all times as per the instructions of 2nd party as set out in the assignment instructions.
 - b) Keep a vigil on all incoming and outgoing visitors/ persons including employees, its employees and labourers, visitors, guests etc. of the residents of 2nd party.
 - c) Check and inspect, as required, all incoming and outgoing articles, materials, vehicles, persons, so as to ensure that there is no unauthorized entry or exit for persons, materials and vehicles, to and from the premises of the 2nd party.
 - d) Keep the Premises and residents of the 2nd party secure and safe to prevent/enquire into any theft, pilferage, fire, disobedience, rowdism, indiscipline, unauthorized activities and all other criminal and unlawful activities inside the Premises and report the same to the authorized officer of the

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2nd party and if instructed by the 2nd party to lodge complaints with concerned police authorities.

- e) Provide necessary assistance to the 2nd party to maintain peace & order in case of theft, fire etc., in the Premises or on any other occasion as may be directed/required by the 2nd party.
- f) Deploy uniformed and trained security personnel at strategic points and arrange for zonal patrolling round the clock to check all security arrangements and locking devices in operation while on patrol;
- g) Provide necessary training to their security staff and monitor continuously the fire fighting system as per the check list provided by the 2nd parts. In case of fire their personnel should be adequate trained to handle the same situation and intimate the 2nd parts regarding the incident on priority basis.
- h) Verify the character and antecedents of all the employees to be deployed by them for the 2nd party at its premises.
- i) Manage the total system through walky-talkies and intercom facilities available. Avoid mobile phone while on duty at tower location specially.

SECURITY Services

The 1st Party represents and warrants to the 2nd Party that:

- a) The deployed personnel are on the rolls of the 1st party and are under a valid contract of employment;
- b) The first party shall be solely and exclusively liable to pay the salaries, PF, ESI and other emoluments to the deployed personnel before 10th of every month for the period services. The

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1st party shall provide challan copies in support of ESI/PF deposit of the previous month. In case of non payment of statutory dues, the 2nd party may deduct the same from the bill of the 1st party and deposit with the Govt. Authorities.

- c) The 1st party shall replace immediately, free of cost any deployed personnel in the event the 2nd party is not satisfied with the conduct or performance of the personnel or if the personnel leaves the services of the 1st party during the period of this Agreement.
- d) The 1st party shall insure its security personnel for personal accident and death whilst performing the duty. Further it is agreed between the parties that it will be the sole responsibility of the 1st party for any accidents to any personnel during the validity of this contract.
- e) It is agreed between the parties that the 1st party will pay the minimum wages as prescribed by the Govt of Odisha and also deduct the ESI & PF contribution for manpower employed by them and remit the same to the concerned authority along with its contribution as Employer. It is also agreed between the parties that the 1st party shall have its own code number for the purpose of EPF & ESI dues.
- f) It is agreed between the parties that the liabilities arising on account of non-payment of statutory contributions under ESI and PF Act and Rules and Payment of compensation or benefits to the personnel as contemplated under those Act will be treated severally and the 1st party shall be responsible for the non-payment of salary and other dues and the 2nd party shall not be liable under any circumstances on this count

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- g) The 2nd party shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly the 1st party reserves the right to withdraw any guard/ security with prior intimation to the 2nd party for such emergency.
- h) The 1st party shall provide adequate supervision to reasonably ensure efficient performance of guarding the **COSMOPOLIS APARTMENT** in accordance with the assignment instructions.
- i) Prior permission from CRWA is necessary if any change in security personnels during the agreement period.
5. **COSMOPOLIS RESIDENTS' WELFARE ASSOCIATION OBLIGATIONS & REPRESENTATIONS:**
- a) It is agreed that the 2nd party will provide, chair, table, facilities of intercom, drinking water, toilet and electricity for the use of the security personnel.
- b) The 2nd party shall notify the 1st party of any dishonest, wrongful, negligent act or omissions of the employees or agents of the 1st party in connection with the guarding services as soon as possible after the 2nd party is aware of the same. However, the 1st party shall have a system of internal checks and balances to prevent such activities or identify them immediately upon its occurrence. Failure to notify by the 2nd party shall not absolve the 1st party any direct or consequent loss suffered by the 2nd party as a result of such acts by the security personnel.
6. **EMPLOYEES:**
- a) The 1st party agrees and undertakes to ensure full compliance to the provisions of all prevailing statutes and laws of the land while totally indemnifying the 2nd party, its employees and office-

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bearers, against any liability arising out of the commissions and omissions by the 1st party and by its employees or deployed personnel.

- b) It is clearly agreed that under no circumstances will the employees/ personnel of the 1st party be construed as having been employed by the 2nd party nor shall they be entitled to make any claim against the 2nd party either with regard to their employment, non-employment, dues, claims or payment and agrees and undertakes to fully indemnify the 2nd party from any claims made in this regard.
- c) The 1st Party shall ensure that its employees/ personnel deployed by it at the Premises of the second party as under this Agreement shall be well dressed with neat & smart uniforms, have good health conditions and shall not indulge in any act detrimental to the interests of the 2nd party.
- d) The 1st party shall either initiate legal action which may be required by the 2nd party or shall assist the 2nd party fully in any such legal action that may be initiated by the 2nd party against any person or employee of the 1st party to prevent access to the premises.
- e) The 1st party shall take all required steps to prevent any nuisance or disturbance of any kind from any outsider or from any of its employees/ personnel inside premises so as to fully protect the interests of the 2nd party.

7. Termination

- a) This agreement is liable to be terminated by either party by giving one months' notice and without assigning any reason in respect thereof.

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- b) In the event of the 1st party commits a breach of the provisions of this agreement, the 2nd party is entitled to terminate this agreement giving the 1st party written notice of 30 (thirty) days of such breach. The termination of the agreement shall be effective upon the expiry of the notice period of 30 days, if the 1st party does not remedy the breach within the said notice period.
- c) Payment by the 2nd party for the services provided hereunder shall be fundamental obligation under this agreement.
- d) That, upon expiry of this agreement or on the termination under the foregoing clause, the 1st party shall immediately withdraw all its employees/personnel from the premises, without any liability on the part of the 2nd party whatsoever.
- e) If any provision of this agreement is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of the agreement for its validity and enforceability.
- f) This agreement replaces and supercedes any previous agreement executed between the parties.

8. **NOTICE**

Any notice required to be given under this agreement shall be in writing and must be sent to the address of the party to whom it is addressed (recipient), and be sent by registered post or by courier to the address of the recipient, or sent to the registered email address of the recipient (or to alternate address or email address if it has been provided)

9. **MISCELLANEOUS**

a) **Independent Service Provider:**

The 1st party shall be an independent service provider and the relationship between the parties shall be on a principal to principal basis. Further, under no circumstances, shall the

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deployed personnel of the 1st Party shall be considered as employees of the 2nd Party.

b) No Waiver:

Failure by either party on any occasion to insist upon observance or performance by the other party of any covenant or obligation herein contained shall not amount to a waiver of such breach or acceptance or such variation by a party. Furthermore, no waiver by either party of any breach of any covenant, obligation or provision in this agreement express or implied shall operate as a waiver of another breach of the same or of any covenant, obligation or provision of this agreement express or implied.

c) Severability:

The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder thereof.

d) Penalty Provision:

Notwithstanding anything stated hereinabove, it is incumbent upon the 1st party to provide complaint free services to the 2nd party during the tenure of the agreement. However, if the 1st party fails to take corrective measures as suggested by the 2nd party in writing from time to time about observed deficiencies in services of the 1st party, the 2nd party reserves the right to impose penalty by mutual discussion, which would be deducted from the bills/invoices submitted by the 1st party after informing the 1st party about the penalty in writing.

f) EPF deposit and issuance of ESI cards to security staff

The 1st party will deposit employer and employee contribution of the Provident Fund into the UAN account with EPFO of the security staff within the stipulated time and submit evidence to the 2nd party. 2nd party reserves the

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[Signature]

Utkal Facility Services Pvt. Ltd.

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[Signature]

right to withhold payment of monthly bills if the UAN accounts of security staff does not reflect deducted and deposited PF amount for more than a period of one/two salary months.

The 1st party will issue ESI cards/letters to all security staff within a period of 2 months from the date of engagement of the security staff.

g)Counterparts

This agreement is executed in two original sets each of which when executed and delivered shall be an original but both the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused its common seal to be affixed to these presents to be signed on their behalf through their duly authorized signatories on the day, month and year first above written.

For and on behalf of

For and on behalf of

**M/s. Cosmopolis Residents'
Welfare Association**

2nd Party

First Party

In Presence of:

1.Name & Address


2. Name & Address

Signature

Signature
Utkal Facility Services Pvt. Ltd.

Director

SCHEDULE -1

**General Secretary
COSMOPOLIS RESIDENTS
WELFARE ASSOCIATION**


[This Schedule is to describe in detail, the premises and locations where such services are to be delivered and the facilities (if any) to be provided by the client].

W.E.F : 01/07/2020 TO 30/06/2021.

Deployment of Security Personnels and Payment Details.

SI No	Particular	Nos	Rate	Amount
1	Security Officer	1	23908	23908
2	Supervisor	2	16406	32812
3	Head Gaurd	3	14219	42657
4	Security Gaurd	46	12377	569388
5	Lady searcher	2	10709	21418
	Total	54		690183

- GSTN as applicable shall be levied on the total invoice value

Initial period : One years.

Mode of payment : Cheque / NEFT.

Signed on behalf of 1st party Signed on behalf of the 2nd Party

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Utkal Facility Services Pvt. Ltd.

Director

SCHEDULE-2

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Approved manpower rates payable by the second party to First party

1. **Grand Total Security Bill : Rs. 6,90,183/- per 08 hrs. (30 Days) + Applicable GST (18%).**

Term & conditions

1. Accommodation will be provided by M/s. Utkal Facility Services Pvt. Ltd
2. Above amount of payment shall remain valid for a period of one year of till further notice.
3. The above rates are liable for change in accordance with the minimum wages revision by the Government of Odisha .

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Signed on behalf of 1st party

Signed on behalf of the 2nd Party

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**General Secretary
COSMOPOLIS RESIDENTS
WELFARE ASSOCIATION**

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Utkal Facility Services Pvt. Ltd.



Director