DGR SECURITY AGREEMENT WITH ARUNA ASIF ALI GOVT HOSPITAL

This Agreement is made and entered into at Delhi on this day, the 09th day of June 2015 to be operative from Morning duty on 12th April, 2015.

[Signature]
Proprietor

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at www.stamp24.com. Any discrepancy in the details on this Certificate and as available on the website 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.
BY AND BETWEEN

The President of India through the Medical Superintendent, Aruna Asif Ali Govt. Hospital (Name of Hospital), and having its office at (Address) S. Rajpara Road, New Delhi, hereinafter called the Hospital or First Party, which expression, unless repugnant to the context shall mean and include successors, assigns and nominee/nominees of the First Party.

AND

M/s 3360/ Badri Datt Security Agency (Security Agency empanelled & sponsored by Dr. General of Resettlement) through Col Badri Datt (Retd) (Name of Proprietor) and owner of agency, hereinafter called the Service Provider of Second Party, which expression, unless repugnant to the context, shall mean and include successors, assigns and nominee/nominees of the Second Party.

Now this agreement wittneseth as follows:-

That the First Party has agreed to engage Second Party for providing security services through security guards in the premises of the Aruna Asif Ali Govt. Hospital as well as its adjuncts and ...................................................... and that the Second Party has agreed to provide the said services, on the terms and conditions mutually agreed upon as set hereunder.

ARTICLE -1: DEFINITION AND INTERPRETATION:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in this Agreement and Schedules annexed, which from part of the Agreement;

ARTICLE -2: SCOPE OF SERVICE

2.1 The Hospital hereby engages the Service Provider, and the Service Provider hereby accepts the engagement to carry out the Security Services, also referred as Services, in accordance with the provisions of this Agreement, in consideration of the Hospital making payments to the Service Provider in accordance with the provision of this Agreement.

2.2 The Service Provider shall in accordance with the terms of this Agreement, perform and assume as part of its obligations under this Agreement, the selected Service Provider's obligations and risks.

2.3 The scope of work and the Services to be provided under this Agreement shall be in accordance with the Schedules of this Agreement and other terms and conditions of this contract.

2.4 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, quality, efficiency and economy, in accordance with generally accepted techniques and practices, and shall observe sound management practices and employ appropriate and safe and effective equipment materials and methods.

2.5 The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the personnel and agents of the Service Provider, comply with the Applicable Law.

2.6 The Service Provider shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the terms and conditions
of Agreement and in accordance with such directions, which the Hospital may issue from time to time and which have been mutually agreed upon between the two Parties.

2.7 That the Second Party shall provide the requisite number of Security Guard for guard duty as well as requisite number of Supervisory staff to supervise the working of the security guards.

2.8 That the Second Party shall be fully responsible for the Security / Watch & ward service in the premises of the First Party, as laid down in this Agreement.

2.9 That besides the normal Security Duty, the other Services required to be performed are:

a. To man security / check posts located at the various gates and any other sensitive points specified by the First Party or the Officer Authorized by First Party (Authorized Officer).

b. Security personnel deployed by the Second Party shall check the material / property/ member of the public / any other outsiders entering into or going out of the premises of the Hospital through the procedure of gate pass, etc. as laid down by the First Party or the Authorized Officer.

c. To perform watch & ward duties and functions including night patrol on and near the various points of their deployment.

d. To prevent the entry of stray dogs and cattle as also anti social elements as well as unauthorized persons and vehicles into the premises.

e. Guide the patients, attendants, visitors & other members of public in prompt and courteous manner.

ARTICLE -3: OBLIGATION OF SERVICE PROVIDER

3.1 LABOUR LAWS.- The security personnel deployed by the Service Provider in its contractual obligation to provide security services shall be the employees of the Service Provider. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements under Labour laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, ESI, Workman’s Compensation Act, 1923, Bonus and all other Applicable laws with regard to the contract personnel engaged. Further, for any lapse in this regard the Service Provider shall be solely responsible and held accountable. The Service Provider shall maintain registers required under the relevant Act for recording the names of the security personnel and their daily deployment which shall be made available to the statutory authorities & the Authority / Hospital / Departmental authorities on demand.

3.2 CONFIDENTIALITY:- The Service Provider shall ensure that its personnel shall not at any time divulge or make known any trade, accounts made or transaction undertaken or handled by the Authority / Hospital / Department and shall not disclose any information about the affairs of Authority / Hospital / Department.

a. The Service Provider shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services / contract and / or Authority / Hospital / Department’s business / operations, information, application / software, hardware, business data, designs and other information/ documents without the prior written consent of the Authority / Hospital / Department.

b. The Service Provider shall execute a Non Disclosure Agreement (NDA) in favor of the Authority / Hospital / Department.
c. The Service Provider shall be liable to compensate the Authority / Hospital / Department for any loss of revenue arising from breach of confidentiality. The Authority / Hospital / Department reserves the right to adopt legal proceeding, civil or criminal, against the Service Provider in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

d. Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider’s personnel shall be directly borne by the Service Provider including all expenses/fines. The Service Provider’s personnel shall attend the court as and when required.

3.3 TAX OBLIGATION:- The Service provider shall ensure full compliance with tax laws of Indian with regard to this contract and shall be solely responsible for the same such as income tax and service tax or any other applicable taxes. The Service Provider shall submit copies of acknowledgment evidencing filing of returns every year and shall keep the Authority / Hospital / Department fully indemnified against liability of tax, interest, penalty etc. of the Service provider in respect thereof, which may arise

a. Income tax shall be deducted at source by the Authority / Hospital / Department from all the payments made to Service Provider according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by Service Provider prior to release of payment. A certificate shall be provided by Authority / Hospital / Department to the Service Provider for any tax deducted at source.

b. The Service Provider shall bear all taxes and duties etc. levied or imposed on the Service Provider under the Contract including but not limited to Service Tax, VAT and / or Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Authority / Hospital / Department under the Contract. It shall be responsibility of the Service Provider to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

c. The Service Provider agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed / levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

d. Should the Service Provider fail to submit returns / pay tax in time as stipulated under applicable Indian / state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Service Provider shall pay the same. The Service Provider shall indemnify Authority / Hospital / Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the Service Provider.

3.4 That the Second Party shall comply, at its own cost and expense, with all the statutory provisions as laid down under various Labour and other Laws such as Delhi Shops & Establishments Act, Contract Labour (R & A) Act, 1970 as well as to all relevant Rules and Regulations pertaining to Minimum Wages, Provident Fund, ESI, Bonus and the like.

In the case of violation of such statutory provision by the Second Party, the First Party shall in no case be liable and the contract shall be liable to be terminated by the First Party forth with.

3.5 That without prejudice to the foregoing, the Second Party specifically stand informed that as per Government directives any agency engaged in the profession of employing manpower of 20 or more, or any other number is required under the law, is required to be covered under the Employees State Insurance Act, the Provident Fund Act and the Contract Labour Act; as also that as per existing
Government orders the proof of deposit of Employer’s contribution should be sent to the First Party monthly and to the DGR one month after commencement of the contract and further that EPF and ESI contributions should be deposited by the Second Party in respect of all the personnel provided by the Second Party and such personnel should be issued with EPF and ESI cards so that they may check their accounts whenever they wish to do so and also avail of the ESI facilities for themselves and their family members.

3.6 That the Second Party shall compensate in full any loss or losses sustained by the First Party on account of any theft, burglary and any other kind of intrusion in the building / area / premises given for security. The amount of loss to be compensated by the Second Party shall be determined by First Party or by the Authorized Officer or any other nominated / designated by the First Party for the purpose. The Decision of the First Party or the other Officer as stated above shall be final and shall be binding on the Second Party.

ARTICLE -4: PERFORMANCE SECURITY

4.1 Performance Security:-

a. The Service Provider shall furnish performance security to the Authority / Hospital / Department, within the time given as stipulated under Clause 22 of the OM No. 22(3)/2012/D(Res-1) of GOI (MOD) Department of Ex-Servicemen Welfare dated 09 July 2012 i.e. Contract Performance Guarantee (CPG) / Bank Guarantee upto a maximum limit not exceeding 10% of One month’s wages bill. The Bank Guarantee form shall be from any Nationalized / Scheduled Bank in the proforma as per Nationalized / Scheduled Bank requirement. The said bank guarantee shall be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release.

b. The Authority / Hospital / Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

i. There is gross security breach or recurrence of security breach.

ii. There is considerable loss of property due to theft or damage or recurrence of theft.

iii. There are instances of exploitation / coercion of the Security Personnel like underpayment, duty hours beyond the prescribed limits in statute etc.

iv. There is material violation of any of the contract conditions as per this bid document.

v. There is an event of default.

vi. The Service Provider after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period.

4.2 That the Second Party, within three days of the award of this contract to the first party, shall submit the Performance Security.

4.3 That in case the Second Party fails to commence /execute the work in terms of this contract within seven days of the execution and signing of this contract, the performance security provided by the Second Party shall stand forfeited in favour of the First Party, this contract shall be deemed to have been terminated.

ARTICLE -5: TERMS & EXTENSION OF CONTRACT
5.1 The period of contract shall be for one year but if so required by the Authority / Hospital / Department it may be extended up-to maximum another one year subject for approval of Authority in spells of maximum six month at each time.

ARTICLE-6: DEVELOPMENT AND OPERATIONS

6.1 The Authority / Hospital / Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Service Provider reserves the right to change the staff as per the terms of the document, for improving services.

6.2 SERVICE COMMENCEMENT: - “NOTICE TO PROCEED” means the notice issued by the Authority / Hospital / Department to the Service Provider communicating the date on which the work/services under the contract are to be commenced.

6.3 CORRUPT PRACTICE:- During the course of contract, if any of the security personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Authority / Hospital / Department, the Authority / Hospital / Department shall be entitled to terminate the contract forthwith duly forfeiting the Service Provider’s Performance Security.

6.4 UNION ACTIVITIES: Security personnel engaged by the Service Provider shall not take part in any staff union and association activities while on duty in the premises of the Authority / Hospital / Department.

6.5 That it is mandatory for the Second Party to submit, within 45 days of the award of the contract, to the First Party as well as to the DGR complete nominal rolls of all the personnel provided to the first party with their respective PF codes.

6.6 That the Second Party shall maintain all the relevant records / registers and documents as required by the concerned Local and / or other Authorities including authorities under the various Labour Laws, such as the Regional Provident Fund Commissioner, the Employees State Insurance Corporation, the Employees Provident Fund and the like, or under the relevant Labour and other Laws, Rules and Regulations and / or as required / directed by the First Party.

6.7 That in case of any violation of any statutory provision or provisions under labour laws / or otherwise by or on behalf of the Second Party, the First Party shall not be liable in any case and / or to any extent.

6.8 That it is mandatory for the Second Party to ensure that a minimum of 90% of all Security Personnel are male ex-servicemen (ESM) as per DGR rules. Before the security personnel report for duty, necessary documents (Discharge Book, Ex-Servicemen Identity Card, Canteen Smart Card, ECHS Card etc), regarding their past Defence Duties, shall be produced before the First Party, to prove that the personnel in fact belong to the Ex-servicemen category.

6.9 The First Party shall accept only those personnel on duty in whose cases documentary proof has been rendered to the satisfaction of the First Party. Performance of satisfactory Security duty shall always be considered to be of paramount importance. Therefore, if the performance of any of the security personnel deployed is / are found to be unsatisfactory by the First Party, even through they are ex-servicemen he / they shall have to be withdrawn within 24 hours from the place of duty by the Second Party.
6.10 The Second Party is permitted by the First Party to recruit a maximum of 10% of guards from the Civilians category in order to meet the deployment of female security guards. The following documents shall be required to be submitted for the Civilian guards:

a. Proof of Residence i.e. Voter I Card, Aadhaar Card.
b. Educational Certificate (Minimum of 10th Std. Pass)
c. Three coloured Photographs.
d. Medical Fitness Certificate
e. In case of requirement of female security guards by the First Party, the same shall be taken within the above said quota of 10% of civilian guards.

6.11 That the upper age limits of the ESM Security Guards shall be as per DGR guidelines and for the civilian security guards (in the 10% quota) would be 50 years. The lower age limits shall be 18 years.

6.12 That all security personnel provided by the Second Party have to submit fresh Medical Certificate and all such Security personnel should be medically fit before being taken on security duty by the First Party.

6.13 That the Second Party shall employ only those ESM personnel who have SIAI heath records have done field duty during their employment in the Services and undergone combatant training. The Supervisors should have retired as Havildar or above and the Security guards should have retired as Sepoy or Lance Nayak.

6.14 That the First Party reserves the right to change the place of duty of any security personnel at any time. The First Party also has the right to ask for replacement of a particular Security Guard if in the opinion of the First Party or the Authorized Officer such Security personnel are not carrying out his duty satisfactorily.

6.15 That the First Party shall not be liable to provide any residential accommodation to the Security personnel. No lodging or cooking shall be allowed to them at the check posts and within the premises of the First Party.

6.16 That the Security Personnel shall not be ordinarily asked to work beyond the working hours. No overtime shall be borne by the First Party. The Second Party shall provide additional Security Personnel as and when asked for by the First Party in any emergent / urgent / special circumstances.

6.17 That the Second Party shall submit weekly duty chart of the Security Personnel to the First Party or any Officer authorized by the First Party prior to the commencement of the particular week. The Second Party shall also submit the daily attendance sheet of the Security Personnel for the previous day. Failure to do so would result in non-payment by the First Party for the days / days for which the attendance sheet is not so submitted.

6.18 That if any Security Personnel is/ are found not performing his / their duty properly by the Officer designated or authorized by the First Party for the purpose, in addition to any other appropriate action, the salary/ wages of the delinquent /s for that particular shift duty will be deducted by the First Party, under intimation to the Second Party. The First Party or the Authorized Officer of the First Party shall nominate some Officer / Officers as Nodal Officer/ Officers for different blocks to oversee, on behalf of the First Party, that the security duties are performed by the Security personnel satisfactorily.
6.19 That the Second Party shall not replace the Security Personnel at random. This shall be done with the prior knowledge of the First Party and full particulars of the Security Personnel so deployed shall be furnished by the Second Party to the First Party or to any authorized officer of the First Party. In case any of the security personnel is found to be posted without the previous knowledge of the First Party. In case any of the security personnel is found to be posted without the previous knowledge of the First Party or any of the authorized officers, the First Party shall not be liable to pay for such Security Personnel. No security personnel shall be allowed to perform duty without Identity Card issued by the Second party.

6.20 However, the duty hours, as enumerated above, are subject to change/ modification as determined by the First Party from time to time, with prior intimation to the Second Party.

6.21 No accommodation will be provided to any security personnel inside the hospital campus. If any security personnel found staying in the campus action will be taken against the Second Party as deemed fit. However, changing room for male as well as female guards will be provided by this hospital.

6.22 Agency will make sure that all the security personnel deployed by them in the hospital premises should be verified by the Police.

6.23 EMPLOYMENT / RESIDENCE: -

a. The Authority / Hospital / Department shall not be under any obligation for providing employment to any of the worker of the Service Provider at any time. Further, as the Contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Service Provider and the personnel engaged by it.

b. The Authority / Hospital / Department shall not be responsible for providing residential Accommodation or such other facilities to employees of the Service Provider.

ARTICLE -7: SECURITY & SAFETY REQUIREMENTS

7.1 The Service Provider and the personnel deputed by him shall be responsible to protect property and equipments of the Authority / Hospital / Department at the premises entrusted to it.

ARTICLE -8: PERFORMANCE MONITORING

8.1 MONITORING: - The Service Provider shall be responsible for the supervision of their staff through the Supervisors to ensure that they perform their duties / roles and responsibilities as defined in the Agreement without any fail. The hospital authorities will identify and notify responsible officials / officers who will monitor the performance of the Security Guards / Supervisors.

8.2 That the Second Party shall seek instructions from the First Party or any officer duly authorized for the purpose by the First Party, herein referred to as the ‘Authorized Officer’ in this agreement.

8.3 That the First Party or the Authorized officer has all the right to check the various Implements / torches etc; at all times. The Second Party shall maintain all the aforementioned items to the satisfaction of the First Party or the Authorized Officer.

8.4 That the Security personnel shall be bound to observe and follow all the directions issued by the First Party or the Authorized Officer concerning general discipline and behavior. In case any such personnel is found to be inefficient, quarrelsome, infirm, invalid and indulging in unlawful activity or the like, the Second Party shall, if so called upon to do by the First Party, replace such personnel with a
suitable substitute within 24 hours. It is emphasized that no Security Personnel shall accept from any person whosoever, whether member of general public or otherwise, any consideration (whether monetary or otherwise), any tip etc. Such acceptance is absolutely prohibited and shall be considered as a malpractice.

8.5 That recruitment and posting of Security Guard will be monitored personally by the First Party from time to time the Second Party agrees to follow the instructions given in this regard by the authorized officer.

ARTICLE 9: TARIF & WAGE DISBURSAL

9.1 WAGE DISBURSAL:

a. The Service Provider shall pay to the personnel deployed at such rates which should not be less than the minimum prescribed wage plus admissible EPF, ESI, Bonus etc. calculated at prevailing rates as per rules.

b. In order to safeguard against the possible underpayment to the personnel by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Service Provider shall disburse the wages to the security personnel every month through ECS (Electronic cash transfer) / Giro from the same account of the service provided in which the payment is made by the hospital. No exception in the mode of transfer of payment to the personnel shall be accepted.

9.2 That the wages and wage structure payable to the Security personnel provided by the Second Party shall be based on the minimum wages promulgated and/or amended from time to time by the appropriate Authority i.e. Dte. General of Resettlement, Min. of Defence, Govt of India. All personnel employed by the Second Party shall be provided by the Second Party with printed copies of their monthly entitlement of wages and annual statement of pay entitlement.

9.3 That, as per labour and other laws and regulations, payment of wages/salaries has to be made to the workmen/personnel concerned lasted by the 7th day of the month following the month in which duties are performed by them. It has been observed that the wages/salary bills are sometime delayed and are not passed before that date. Therefore, it has been specifically agreed to by the Second Party that the Second Party shall make arrangement, from its/ his own resources, to make payment of wages/salaries to the Security Personnel by the 7th day of the month in which duties are performed by them, even if concerned bill gets delayed payment from the First Party beyond that date.

9.4 That the Second Party shall bear all the expenses incurred for or in connection with the following:

a. Provision of lathis and other equipment/implements to the security personnel.

b. Provision of torches and battery cells to the Security Personnel on night patrol.

c. Stationery for writing duty charts and registers at the security check points and for making entries pertaining to visitors.

For 3360/BADRI DATT SECURITY AGENCY

[Signature] Proprietor
ARTICLE -10: BILLS & PAYMENTS

10.1 BILL AND ITS PAYMENT:

a. The Service Provider will raise month wise bill for the service provided at the rate as agreed and accepted by the Authority / Hospital / Department.
b. The Service Provider will serve the bill for every preceding month by 7th day of every month and the Authority / Hospital / Department will make the payment within next 15 days provided the bill is complete in all respect including account of the payments made for statutory compliance such as EPF etc. under applicable laws. The bill will show separately the Service Tax chargeable from the Authority / Hospital / Department. The Service Provider shall also submit the proof of having deposited service tax by way of presenting copy of challan receipt which should show such amount that must tally with the service tax collected from the Authority / Hospital / Department. For this purpose, the Service Provider will not mix up payment of service tax collected from this Authority / Hospital / Department were also the Service Provider might be providing services.
c. Disputed amount in the bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released by due date as mentioned above in Clause 4.2.
d. Payments to the Service Provider shall be made by Electronic Transfer to the Service Provider’s account for which purpose the Service Provider shall furnish the complete Bank account details.
e. Any damage or loss caused by Service Provider’s personnel to the Authority / Hospital / Department in whatever form or any penalties imposed on the Service Provider would be recovered from running bill or dues or against the performance guarantee.

10.2 That Service Tax if levied on services being provided by the Second Party will be paid by the First Party.

10.3 As per contract labour Act, in the event of the Second Party failing to make payment to the security guards, the matter will be reported by the First Party to DGIR with copy to the Second Party. In such cases the First Party would make payment excluding bonus to the Security personnel concerned and recover the same from the Bill of the Second Party. It is agreed by the Second Party that all payments to the Guard / Supervisor through will be made by ECS/ Cheque only.

ARTICLE -11: ACCOUNTS & AUDIT

11.1 OVERPAYMENT / UNDERPAYMENT:

a. If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Service Provider under the contract, the Service Provider shall pay back the overpayment and it shall be recovered by the Authority / Hospital / Department from him.
b. If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the Authority / Hospital / Department.

[Signature]
Proprietor
ARTICLE 12: FORCE MAJEURE

12.1 For the purposes of this Agreement “Force Majeure” means an event occurrence in Delhi of any or all of the Non-Political Force Majeure Event, Indirect Political Force Majeure Event and Political Force Majeure Event described hereinafter which prevents the Party claiming Force Majeure (the “Affected Party”) from performing its obligations under this Agreement and which act or event:

a. Is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder;

b. The Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care and

c. Has a materially adverse effect on the Facility Management Services.

12.2 Non-Political Force Majeure Events shall mean one or more of the following acts or events:

a. Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, earthquakes, landslides, floods, volcanic eruptions;

b. Strikes or boycotts (other than those involving the Service Provider, or their employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to Facility Management Services for a continuous period exceeding 7 (Seven) days in an Accounting Year, and not being an Indirect Political Event;

c. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for the reason other than failure of the Service Provider to comply with any Applicable Law or Clearances or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Hospital, or

d. Any other event or circumstance of a nature analogous to the foregoing, to the extent that insurance is available at a reasonable cost of cover the occurrence of any of the natural events. The Service Provider will ensure that it has insured itself against such risks.

12.3 Indirect Political Force Majeure Event shall mean one or more of the following acts or events by or on account of the Hospital, Govt. of NCT of Delhi (GNCTD), GOI or any other Competent Authority (Competent Authority means under this documents, any agency, authority, department, ministry, public or statutory Person of the Government of Delhi or Government of India, or any local authority, or any other sub-division thereof with authority over aspects of Facility Management Services and having jurisdiction over all or any part of the Facility Management Services and performance of all or any of the services or obligations of the service provider under or pursuant to this Agreement):

a. An act of war (Whether declared or undeclared), invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, rebellion, Riot, religious strife, Bombs or civil commotion, sabotage, terrorism which prevents functioning of the Facility Management Services established and run by the Service Provider under this tender for a period exceeding continuous period of 7 (seven) days in an Accounting Year.

b. Industry wide or state wide or India strikes or industrial action for a period exceeding a continuous period of 7 (Seven) days in an Account year; or
12.4 Political Force Majeure Event shall mean one or more of the following acts or events by or on account of the Hospital, GNCTD, GOI, or any other Competent Authority:

a. Any unlawful or unauthorized or without jurisdiction, revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider to perform their obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider inability or failure to comply with any condition relating to the grant, maintenance or renewal of such consents or permits.

12.5 Exceptions Applicable to the Service Provider

The Service Provider shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this tender documents other that the circumstances resulting from an event of Force Majeure:

a. Delay in performance by the Service Provider; or
b. Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the contract.

12.6 Exceptions Applicable to the Hospital

The Hospital shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under the Agreement:

a. The imposition of any blockade, embargo, import restrictions, retaining or allocation by the Hospital or any Competent Authority; or
b. Any delay or difficulty in handing over the space for Facility Management as a result of any intervention or directive of any Competent Authority.

12.7 The Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event.

12.8 Termination for Force Majeure Event

a. If the Force Majeure Event subsists for a period of 2 weeks or more within a continuous period of 365 (Three Hundred Sixty Five) days, either party may in its sole discretion terminate the Agreement by giving 30 (Thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever.

b. Termination Payments for Force Majeure Event: Upon Termination of the Agreement under this clause, No Termination Payment to the Service Provider shall be made by the Hospital and the Service Provider will vacate the premises as per the terms and condition of this agreement.

c. Notwithstanding the provisions of this agreement, the service provider shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the
extent that, its delay in performance or other failure to perform its obligations under the Agreement is the results of an event of Force Majeure.

d. Notwithstanding the provisions of this Agreement, it is clarified that all such events of the nature of Force Majeure shall be considered relevant for the above clauses and its subsequent impact only if such events have been excluded under ESMA (Essential Service Maintenance Act, 1968 and its subsequent amendments from time to time). Any such event(s) which falls under nature of Force Majeure events for which ESMA has been invoked shall immediately fall out of consideration of the Force Majeure event as far as interpretation and proceedings under this Agreement is concerned and no claims shall be entertained in such cases at any time during the subsistence of this agreement.

ARTICLE 13: DEFAULT

13.1 Service Provider's Event of Defaults: Each of the following events or circumstances, to the extent not caused by Force Majeure Event, shall be considered, as Service Provider's Event of Default which, if not remedied within the Cure Period upon receipt of Notice of Intention to Terminate from Authority, shall provide Authority the right to terminate this Agreement:

a. The Service Provider becomes bankrupt or insolvent;
b. The Service Provider is under liquidation;
c. The Service Provider assigns the Agreement or any part thereof;
d. The Service Provider abandons the Agreement;
e. The Service Provider persistently disregards the instructions of the Authority, or contravenes any provision of the Agreement.
f. The Service Provider does not meet the service level specifications and performance requirements as specified in the Agreement and there is an event of default in respect of same;
g. The Service Provider does or permits to do any act, matter, deed or thing in violation of Applicable Law;
h. The Service Provider fails to maintain insurance(s) as required under the Agreement;
i. The Service Provider uses or permits or causes the use of the Project premises for purposes other than those specified in the Agreement;
j. The Service Provider sets up or claims an interest in the Project Facilities and Project Assets contrary to the rights granted to the Service Provider though the Agreement and such right is adverse to the interest of the Authority;

For 3560/BADRIDATT SECURITY AGENCY

Proprietor
13.2 Hospital may, without prejudice to any other contractual rights and remedies available to it, immediately terminate the Agreement in whole or in part if the Service Provider fails to deliver any data to the NAT Labs/NAT Services at the time specified in the contract agreement or fails to perform any other contractual obligation(s) within the time period specified in the Agreement or any extensions thereof granted by the Authority.

ARTICLE 14 - PENALTIES

14.1 In case of underperformance/non-conformance as prescribed in the agreement and schedules thereto shall be levied and deducted from monthly bills/performance security. The Service Provider shall replenish the Performance Security to its original value within one week in case penalties are incurred from performance security.

ARTICLE 15 - TERMINATION

15.1 The Authority/Hospital/Department may terminate this Contract in whole or in part by giving the Service Provider a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to the following circumstances only:*

a. Where the Authority/Hospital/Department is of the opinion that there has been such event of default on the part of the Service Provider that it is necessary to terminate this Contract and may include failure on the part of the Service Provider to rectify any of its commitments. Where in relation to any part of its obligations under this Contract.

b. Where it comes to the Authority/Hospital/Department’s attention that the Service Provider is in a position of actual conflict of interest with the interests of the Authority/Hospital/Department, in relation to any of its terms under this Contract.

c. Where the Authority/Hospital/Department is of the opinion that the Service Provider furnished incorrect or false information at any time.

d. Termination for insolvency: the Authority/Hospital/Department may at any time terminate the Contract by giving written notice to the Service Provider, without compensation, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice any rights of action or remedy which has accrued or will accrue thereafter to the Authority/Hospital/Department.

e. The Service Provider may, subject to approval by the Authority/Hospital/Department, terminate this Contract before the expiry of the term by giving the Authority/Hospital/Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

f. The Service Provider’s events of defaults shall also include the following:

i. The Service Provider fails to maintain Performance Security or replenish in event of partial/full appropriation.

ii. The service level specifications as laid down in the agreement are not met by the Service Provider.

15.2 That this contract is also liable to be terminated by the Authority/Hospital giving 90 days notice to the other party.
ARTICLE-16- CONSEQUENCES OF TERMINATION:

16.1 In the event that the Authority / Hospital / Department terminate the Service Provider's contract, compensation shall be decided by the Authority / Hospital / Department in the event of default, compensation shall be decided by the Authority / Hospital / Department based on the services provided by the Service Provider that have been accepted by the Authority / Hospital / Department. In case of termination of contract due to default on the part of the Service Provider, the Authority / Hospital / Department reserves the right to enforce the performance security of the Service Provider by encashing it in the Authority / Hospital / Department's favour.

ARTICLE-17- LIABILITY & INDEMNITY

17.1 ACCIDENT:- All liabilities in respect of an accident or death occurring on the job and in course of work shall be borne by the Service Provider. The Service Provider shall ensure that personnel employed by them are covered under insurance / statutory schemes in this regard.

17.2 CLAIM SETTLEMENT:-
   a. Any liability arising out of any litigation (including those in higher courts) due to any act or omission of the personnel of the Service Provider shall be directly borne by the Service Provider including all expenses/losses. The Authority / Hospital / Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Service Provider shall indemnify the Authority / Hospital / Department in this regard.

17.3 LIABILITY:-
   a. If the Service Provider is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall indemnify and severally be liable to the Authority / Hospital / Department on the satisfaction of the terms of the contract. Such persons shall designate one of them as the authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Authority / Hospital / Department.

17.4 INDEMNITY:-
   a. The Service Provider shall indemnify and hold the Authority / Hospital / Department harmless from and against all claims, claims, losses and expenses arising out of, or resulting from the services/services connected to the contract provided by the Service Provider. The Service Provider shall indemnify the Authority / Hospital for any work related accidents / deaths of their personnel engaged by the Service Provider.

17.5 That the Second Party shall indemnify the First Party against all losses, damages, charges, expenses, and the like, which the First Party may be liable to, by reason of negligence of the Second Party or the Guard or any other person, servant, provided by the Second Party and/or under the control of the Second Party or in respect of any accident, injury to any person whether member of the staff or otherwise and/or damage to any public property or the property of any member of staff in the discharge of Guard Duty or otherwise, and also against all claims arising therefrom.

17.6 That the First Party shall not be responsible or liable otherwise for any injury to the Security personnel in the course of performing their official functions.
ARTICLE 18 - DISPUTE RESOLUTION

18.1 JURISDICTION OF COURT:-
   a. The Courts in Delhi shall have exclusive jurisdiction over all disputes, if any, arising out of this agreement between the parties.
   b. That in case of any dispute between the First Party and the Second Party, the person appointed by the Secretary (H&FW), Department of Health & Family Welfare, GNCT of Delhi shall be the arbitrator and cost of arbitration shall be borne by both parties equally.
   c. That any subject or matter not covered by or under this agreement shall be taken up and decided by both the Parties with the written consent of both the Parties

ARTICLE 19 - MISCELLANEOUS

19.1 SUBCONTRACT DISALLOWED:
   a. The Service Provider shall not engage any Service Provider or transfer the contract to any other person in any manner.

19.2 RISK PURCHASE
   b. In the event of the Service Provider failing to provide the required services as per the contract the Authority / Hospital / Department reserves the right to procure the services from any other source at the cost of the Service Provider. The Authority / Hospital / Department shall retain the cost of forfeiture of the performance security and the outstanding claims of any other actions as deemed fit.

19.3 That the Second Party shall not be permitted to transfer or assign their rights and obligations under this contract to any other person, body or association, by whatever name called, or even otherwise.

19.4 IN WITNESS WHEREOF both the First Party and the Second Party have on the day, date and year as also the place mentioned hereinafore. Appended their respective Signatures hereunto, in the presence of two Witnesses.

For 3360/BADRI DATT SECURITY AGENCY

First Party

1st Witness

Proprietor
SCHEDULES

1. SITE DETAILS:
   1.1. (Authority / Hospital / Department) has its premises located at address. The Service Provider will be required to provide security services to the premises at this location.
   1.2. The details of the buildings / campus for providing services are as under:

2. SCOPE OF SERVICES

2.1. Security have a direct patient/attendant contact, they will also play a supporting role to those who render care. They will assist in the following ways:
   a. The Service Provider will provide "ROUND THE CLOCK Security arrangements by supplying trained guards as per the direction of _____management.
   b. Conduct fire fighting drills and carry out Fire safety inspections.
   c. Courtesey service (assist VIP and special guest).
   d. Ensure Access control in restricted areas.
   e. Education and training on current security and Fire incidents trends.
   f. Checking at entrance and access points as per the directions of the Authority/Hospital/Department.
   g. Internal Traffic control at parking and proper parking of vehicles as per Client policy.
   h. To provide information regarding any pilferage/unsual activity.
   i. To maintain regular contact with the management with regard to security arrangement and improvement.
   j. To be fully prepared in dealing with any fire/security exigency.

2.2. Providing a safe and secure Campus: Physically securing the campus is the most obvious function of security. Authority / Hospital / Department, there are other activities attached to this aspect which is:
   a. To prevent all thefts, pilferage, damage, encroachment etc from the guarded boundary wall and to report the management and concerned police authority wherever necessary under information to the Authority / Hospital / Department.
   b. They must maintain liaison with the local police and fire services Authority / Hospital / Department.
   c. Maintaining Peace and enforcing the law: Although service and administrative functions take up most of the officers time, the security Authority / Hospital / Department can have an edge, when it comes to maintain peace and performing law enforcement functions. Some of the policies the security officer must enforce on daily basis are parking/traffic control, administrative inspections, access control, and fire prevention standards.
   d. The area in which their professionalism will be tested are "mediating in potentially hostile situations", "conducting small investigations in the times of theft or any small robbery" and voluntary action for crime prevention as per Client policy.
   e. Fire Fighting: The security personnel should be adequately trained to perform in any disastrous situation including fire fighting operations and operate all fire related equipments.
   f. Control Room: The Service Provider should have round the clock control room service located in Delhi along with quick response teams to deal with emergent situations.

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3.1. The Authority / Hospital / Department will have the right to know (and assess the suitability) of the states of the personnel to be deployed by the Service Provider, in pursuit of its obligation of providing security services and it shall be mandatory for the Service Provider to provide such list with necessary details.

3.2. The Service Provider shall issue appointment letter to the Security Guards/Supervisors who have been found suitable for the job and approved so by the hospital authorities. Before Appointment Service Provider and Hospital authorities shall ensure that the Guard / Supervisor is trained as per the provisions of the Applicable law. The Service Provider shall prior to issue of appointment letter to any security guard/supervisor inform the hospital authorities and submit the detailed resume of the persons identified for initial deployment & replacement for review, comments and approval.

3.3. A copy of all appointment letters will be provided to the hospital authorities. The Service Provider shall also maintain an approved panel of reserve security guards / supervisors who shall be used as substitutes in case of exigencies or as leave reserve. Under no circumstance any person who has not been duly appointed by the Service Provider and approved by the Hospital authorities shall be allowed to perform duty (Regular or as a Substitute) in the premises of the hospital.

3.4. The Service Provider shall get Security personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

3.5. Antecedent Verification: Before actually deploying the Security Personnel, the Service Provider shall inform the Authority / Hospital / Department in writing that the antecedents of the security personnel to be deployed have been duly verified and further the copies of the police verification will be submitted. The Service Provider shall also provide to the Authority / Hospital / Department curriculum vitae (CV) of the personnel to be deployed. The CV shall contain such information as name, age, parentage, permanent / present residential address, marital status and next of kin, UIDAI number etc.

3.6. The guards deployed by Service Provider will be trained young, smart and well mannered with proper uniform and as per the qualifications, experience and age.

3.7. The Service Provider shall ensure that 90% of the total security guards are ex-servicemen. These will be deployed on the most vulnerable access points across all shifts in consultation with the hospital authorities. These ex-servicemen guards will do equal number of shifts as those done on an average by non ex-servicemen guards.

3.8. The Service Provider shall keep an adequate reserve manpower as leave reserve.

3.9. The Service Provider shall provide a minimum of one supervisor, who shall necessarily be an ex-servicemen, for every twenty five security guards or part thereof in each shift. These supervisors will be deployed across the shifts and moving/patrolling in such a manner that they are able to supervise all the access points effectively.

3.10. The Service Provider will issue duty cards (in a suitable format) to the supervisors/security guards for the purpose of authorization and authentication of the concerned persons. It may please be carefully noted that the purpose of such duty card is authorization and authentication of the security personnel and is in no way concerned with or related to the employment.

4. ROLES & RESPONSIBILITIES, QUALIFICATION OF STAFF

4.1. The duties and responsibilities of the Security Supervisor shall be as under:

a. The Supervisor shall be responsible for the overall Security arrangements of the Hospital premises, as covered in the contract.

b. He will ensure that all the instructions of the Administration of the First Party are strictly followed by the Security personnel and that there are no lapses of any kind.
c. He shall conduct and maintain liaison with the Medical Officer-in-Charge of the First Party and shall act as Liaison Official between the concerned Security personnel and the First Party.
d. He shall maintain and Incidents register which shall be required to be countersigned daily by Medical Officer-in-Charge (Security) of the First Party as well as by the representative of the Second Party.
e. In addition to the foregoing, he shall perform any other duties/responsibilities assigned by the First Party or the Authorized Officer of the First Party.
f. During the course of his duty: he will take rounds of the premises. His whereabouts, while on his rounds, must be known to the Security personnel at the main gate as in case of need he shall have to be available within 10 minutes at the designated office.
g. In addition to the foregoing, he shall perform any other duties/responsibilities assigned by the First Party or the Authorized Officer of the First Party.

4.2. The Duties and responsibilities of the Security Guard shall be as follows:

a. The Security Guard shall ensure that entry of all vehicles entering in the premises is made in the register if the Authority wants. Entry of all outsiders bringing vehicles for unauthorised parking in day or night shall not be allowed.
b. He shall ensure that no items are allowed to be taken out of the premises without proper gate passes issued by the competent Officials as per rules /guidelines issued by the First Party for in /out movement of stores etc. Specimen signature of the Officers so authorized will be available to the Security personnel posted along with their Telephone Number of the Office/Residences of such Officers.
c. The Guard shall also take round of the back side of all the important sensitive points as specified by the First Party or by the authorized officer.
d. The Guard on duty will take care of all stores mentioned /lying within the premises as also of the cycle stand, vehicle/car parking, etc. run by the First Party.
e. He shall prevent entry of street/stay dogs and cattle etc. into the premises covered under the contract. He shall ensure that not a single head of such dog or cattle is seen in the premises. If by chance any such dog/cattle do enter the premises, he will immediately drive such an animal out of the premises.
f. The Security Guards on patrol duty shall take care of all the water taps, valves and water hydrants installed in the open all over the premises for horticultural purposes.
g. He shall ensure that flowers, plants, trees and grassy lawns are not damaged either by the staff or by outsiders.
h. The Security Guards will also help the Fire fighting staff in extinguishing any fire or fires or any other natural or other calamities.
i. In addition to the foregoing, The Security Guards shall perform any other duties /responsibilities assigned to them by the First Party or the Authorized Officer of the First Party.

5. TRAINING & EQUIPMENT, UNIFORM

5.1. It will be mandatory that induction training is given by the Service Provider to the personnel to be deployed and the Security personnel are trained as required under DFSAR rules 2009.

5.2. DUTY FAMILIARISATION- The Service Provider in consultation with Authority / Hospital / Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the security guards and their desirable behavior with the public and the patients in particular and this period of 2-3 days will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract

5.3. That the Second Party shall arrange to provide dress/uniforms for summer and winter season and kit including 'fali', torch, etc., to all the security personnel on duty.

5.4. The dress/uniform shall be of uniform colour for all Security personnel.

5.5. The Second Party shall also ensure that the Security personnel present a smart and neat appearance at all times. The Security personnel shall not be permitted to wear any odd apparel.

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For 3380/BADRI DATT SECURITY AGENCY

[Signature]
Proprietor
5.6 The second Party shall also ensure good behaviour on the part of the Security personnel towards the staff of the First Party as also towards all others at all times.
5.7 During winter duty guards will be equipped with woollen overcoats, boots, gloves, and sweaters as per need.
5.8 The security shall be adequately equipped with torches, walkie-talkies, HHMD and other necessary communication and frisking devices for personnel and vehicle etc. wherever needed.

6. STANDARD OPERATING PROCEDURES/PROTOCOLS & GUIDELINES:

6.1 STANDARD OPERATING PROCEDURE: Upon signing of the Agreement the Service Provider shall prepare SOP and submit the same within 7 days and for every day of delay in submission of the SOP penalty of Rs. 1000/- will be imposed. The SOP will necessarily contain:
   a. Complete Deployment Plan of the Security Personnel
   b. Timings of shift duties
   c. Ways & means of supervision
   d. Activity Log for various types of activities
   e. Response in case of emergency & security breach
   f. Training manual

6.2 Up-gradation of SOP: Once in every three months the Authority / Hospital / Department representatives and the Service Provider shall meet to review the entire SOP, consider all cases of security breach, theft, loss/damage, under-deployment/non-deployment of security personnel, non-fulfilment of service level etc. and accordingly the SOP shall be upgraded by the Service Provider after incorporating the suggestions of the Authority / Hospital / Department.

7. DEPLOYMENT PLAN

7.1 In order to provide fool proof security, the Service Provider will physically deploy the Security Personnel in such adequate number on all access points/vulnerable locations which will meet the requirement as per this document.

7.2 The Service Provider shall deploy on the Authority / Hospital / Department's premises round the clock security supervisors to oversee the security arrangement, protocol & deployment.

7.3 A monthly duty roster of the security guards and supervisors will be submitted to the authorities at least a week prior.

7.4 The supervisory plan will indicate the names of the supervisors and the access points they would supervise on day to day basis.

7.5 The security supervisors will be responsible to liaison with the Authority / Hospital / Department for day to day operation of the security arrangements.

7.6 Following areas/passage/access points, for each of the shifts indicated therein will be mandatorily required to be manned by at least one Security Personnel. In addition the service Provider will make its own assessment about the number of personnel that will be required for each of these locations / Access points in order to meet the scope of service and service level. In addition to these mandatory locations, the Service Provider will identify any other locations also which in its assessment are required to be manned adequately.

7.7 The Service Provider shall finalise deployment plan of Security Guards and Supervisors in consultation with the Authority / Hospital / Department.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Area / Passage / Access Point</th>
<th>Frequency (on working days) i.e whether round the clock or in the morning time or evening time or both morning and evening time (i.e. day time) or in the night time etc.</th>
<th>Frequency (on holidays) i.e whether round the clock or in the day time or in the night time etc.</th>
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</table>
a. The Service Provider may be required to provide one security guard for round the clock manning of CCTV Control Room which will be treated as one access point.

b. One Supervisor shall be deployed to supervise maximum of 25 security guards or a part thereof in a shift. The deployment plan will ensure that all the access points are manned as per the shift requirements.

c. The Service Provider shall deploy a minimum of one supervisor for every twenty-five security guards or part thereof, who shall necessarily be ex-serviceeman. These supervisors will be deployed across the shifts in such a manner that they are able to supervise all the access points effectively.

d. The Service Provider will ensure following points related to deployment:
   i. As far as practicable, the list shall not be frequently changed so that continuity in operation is maintained in overall interest of security.
   ii. The shift of the guards would be rotated periodically for operational & efficiency point of view.

8. SERVICE LEVEL SPECIFICATION

8.1 That the first party and second party shall mutually decide the duty hours of the Security personnel for three shifts such that it should comply labour laws.

8.2 Duty Roster
   a. Only those security guards / supervisors carrying the valid duty card will be allowed to enter the premises of the hospitals and do duty at their allocated access points.
   b. All Guards will report for duty in time and their attendance will be marked through Electronic Identification Machine installed by the respective Security Agency.
   c. The Service Provider shall ensure that the security guards / supervisors are present on duty as per the duty roster. In the event of any security guard / supervisor found to be not reporting for duty, the Service Provider shall immediately provide a substitute from the panel of approved reserved personnel.

8.3 That the Second Party shall man all the security check points and other locations as specified on all days. No short leave or meal relief shall be permitted to the Security personnel unless Second Party provides suitable substitutes without liability of any extra payment being made by the First Party. The Second Party shall keep sufficient number reserves for such and similar purposes.

8.4 That the Second Party shall ensure that at no time any security point is unattended. A register shall be maintained by the Second Party at every gate where round the clock duty is performed. If during surprise check any Security Personnel is found missing from duty area without intimation and making alternate arrangement, the Security Personnel shall be marked absent and his salary for that duty shall be deducted. For any shortage/ Absenteeism of Security Personnel in any shift, without prejudice to the foregoing and in addition thereto a penalty of Rs. 750/- per duty of Security Personnel shall be imposed, by the First Party on the Second Party, besides non payment for that duty and the Second Party hereby expressly and specifically agrees upon this Penalty. In case the total number of absenteeism and double duties exceeds five percent of the total duties required to be performed by the Second Party in one month, this shall be considered to be a malpractice and this malpractice shall entitle the First Party to terminate the contract with immediate effect without any notice to the Second Party.
   a. Further the Service Provider shall ensure that no security guard / Supervisor is made to work in two continuous shifts or in alternate shifts.
   b. The Service Provider shall ensure that no guard is made to work in two continuous shifts or in alternate shifts. In case it is found that the Security Guards are made to work either in two continuous shifts or in any two alternate shifts then a penalty of Rs. 500/- for such instance will be levied.
Taking double duty from any personnel shall be considered as malpractice. It is a self-evident assumption that any guard who performs double duty cannot perform his duty effectively. Both Parties agree and accept that double duties shall not be resumed to and shall not be allowed except in very exceptional circumstances in which case the Second Party shall take prior permission in writing from the First Party or in the very rare cases where taking of prior permission would not be possible or feasible, the Second Party shall, on the very next day, intimate in writing to the First Party the reasons for taking double duty from any personnel and the reasons why prior permission could not be obtained. The First Party may, take into consideration the facts and circumstances of each individual instance, condone the performance of a maximum of two double duties in a day. Otherwise, however, double duty would be considered to be a malpractice. Any incidence of such or similar malpractice, including sub-leasing of the agency or the contract to another person, agency or organization, by whatever name called, shall result in immediate cancellation of the contract by the First Party, without any notice to the Second Party.

d. Without prejudice, and in addition to foregoing, a penalty of Rs. 500/- (Five hundred only) will be imposed by the First Party on the Second Party for each double duty which is not condoned by the First Party and the penalty will be recoverable from the monthly wage bill or from the earnest money. The Second Party hereby expressly and specifically agrees upon imposition of this Penalty by the First Party.

e. The Security Guards / Supervisors as far as possible be deployed to man/supervise the allocated access points and will not be shifted to other access points during the month. In such cases where substitution of any Security Guard by another Security Guard at any access point in any of the Shift shall be required prior written approval of the authority may be required.

f. That the Service Provider shall ensure that the Guards/Supervisors are not replaced very frequently and in no case replacement shall be allowed during the currency of the month except for valid reasons. The Service Provider shall, prior to issuing of appointment letter to a new security guard/supervisor, inform the hospital authorities and submit the detailed resume of the persons identified in replacement for comments and review. Such replacement shall however be governed by the ceilings prescribed in the Agreement.

g. That the Service Provider shall ensure that the Guards/Supervisors are not replaced and in no case replacement shall be allowed during the currency of the month except for valid reasons.

h. Replacement shall however be governed by the ceilings prescribed in the Agreement i.e. replacement of staff should not be more than the tolerable limit of more than 5% of the total staff deployed in any hospital in any given month.

8.5 UNIFORM AND DRESS
a. The personnel engaged by the Service Provider shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs.500/- for each occasion per person will be imposed on the Service Provider. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Service Provider’s bill. (The red portion not required)

8.6 DISCIPLINE AND COURTESY
a. The personnel engaged to be courteous with pleasant mannerism in dealing with the Authority /Hospital / Department officials, patients and members of public and should project an image of utmost discipline.

b. The Authority / Hospital / Department shall have right to have any person removed in case of staff complaints or as decided by representative of the Authority / Hospital / Department, if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.
c. That drinking of alcohol by the Security personnel, whether on or off duty, or even within the premises of the Hospital shall in all cases be considered to be a malpractice and, without prejudice to the other action as detailed herein below, the Second Party shall pay a fine of Rs. 1000/- for each such incident to the First Party and such Security Personnel shall be withdrawn forever from the duty roster by the Second Party immediately. Further, such practice being misconduct, if noted the second time, this would entitle the First Party to terminate the contract with immediate effect, without notice to the Second Party. Intimation of termination of the Contract in such a situation would be given to the Second Party, with a copy to the DGR.

d. That smoking and sleeping on duty within the premises of the Hospital by the Security personnel is prohibited and the violator would be liable to punitive action, including imposition of fine, by the First Party. The fine, if any, imposed on the violator would be recovered from the Second Party.

8.7 Security and Safety

a. The Service Provider must have daily provision for day and night checking of alertness of their guards deployed and the same to be recorded in writing.
b. The Service Provider and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them and shall not lend to any person or company any of the areas of the Authority / Hospital / Department under its control.
c. That in the event of any loss that occur to the Authority / Hospital / Department, as a result of any lapse on the part of the Service Provider or personnel deputed by him which will be established after an enquiry is conducted by the Authority / Hospital / Department, the said loss shall be claimed from the Service Provider.
d. That the Second Party ensures that no unauthorized entry is permitted and the Security personnel at the entry points will be able to categorize the legitimate visitors without causing any embarrassment to them.

8.8 Training

a. The Service Provider shall be responsible to provide manpower trained in basic fire fighting and security.
b. The personnel should be fully trained to handle and operate all the fire and security equipments installed in the Authority / Hospital / Department.
c. Monthly training of all the personnel deployed must be organized as per training programme and intimated to the Authority / Hospital / Department.

8.9

a. That the First Party wherever it feels so required shall arrange to provide lockers/seats for stores, godowns and offices, etc, in the satisfaction of the Second Party. The First party shall also show or cause to be shown pillerable items lying in the open to the Second Party. Suitable records of the same shall be maintained duly signed by the representative/s of both the Parties, that is to say, the First Party and the Second Party.

b. That the main premise, building and any other portions of the premises as may be specified by the First Party shall be closed after working hours and locked in the presence of the representatives of both the parties i.e. First Party and the Second Party. Such premises etc in locked condition shall be taken over the next day in the morning in the presence of the representatives of the First Party and the Second Party.
That spotless reports shall be prepared both at the time of locking the premises and at the time of their opening. The reports shall be signed each time by the representatives of the First Party and the Second Party. The Second Party shall be fully and solely responsible if any of the locks / seals are found broken or tampered with and also for any loss of damage suffered by the First Party on this account or on account of any theft, burglary etc. The Second Party hereby agrees to compensate in full the First Party in the event of any such eventuality. This will be without prejudice to any other or further legal and legal action that may be taken by the First Party against the Second Party or any other person or persons as may be required in the facts and circumstances of the case / situation.

8.10 Supervision

a. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be required to be stationed for this purpose.

b. The supervisor who has been deployed by the Service Provider in each shift will be the contact person with whom the Authority / Hospital / Department will interact on daily security matters. The supervisor shall be responsible for the supervision and overall performance of the security guards. The designated hospital officers / staff may assess the performance of the guards and inform Supervisor for corrective actions wherever required.

9. PERFORMANCE METRICS & REPORTING REQUIREMENTS

9.1 The Service Provider shall maintain biometric attendance system for better checks and controls. In the event of the Service Provider failing to maintain the system in accordance with the agreement, the Service Provider will be required to maintain the same. If the Service Provider is found to be reluctantly not introducing the biometric attendance system within the aforesaid one month, the Service Provider shall pay Rs. 1000/- per day for period of delay in starting the biometric attendance system. The data of biometric attendance will be submitted to the Hospital as may be required by the Hospital.

9.2 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Authority / Hospital / Department.

9.3 OBLIGATION (newly added heading) The Service Provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Authority / Hospital / Department etc.

9.4 KEY PERFORMANCE PARAMETERS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Security Services</th>
<th>Frequency</th>
<th>KPI (Indicators)</th>
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<td>1</td>
<td>Manning the hospital’s Premises</td>
<td>24 hours - limited</td>
<td>Physical deployment, inspection, error log,</td>
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<td>manpower at night</td>
<td>event logs</td>
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<td>Staff presence - OT lobby, private VIP, Single rooms lobby, ward areas, LAB areas, Radiology areas etc.</td>
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<td>24 hours - limited</td>
<td>Physical deployment, inspection, error log,</td>
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<td>manpower at night</td>
<td>event logs</td>
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<td>times</td>
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<td>iv</td>
<td>24 hours - limited</td>
<td>Physical deployment, inspection, error log,</td>
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<td></td>
<td></td>
<td>manpower at night</td>
<td>event logs</td>
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<td>times</td>
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<td>v</td>
<td>24 hours</td>
<td>Physical deployment</td>
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</tr>
</tbody>
</table>

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For 3360/BADRI DATT SECURITY AGENCY

Proprietor
<table>
<thead>
<tr>
<th>Report Name</th>
<th>Report contents &amp; format</th>
<th>Report frequency</th>
<th>Report submission to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Safety Inspection report</td>
<td>As mutually agreed</td>
<td>Weekly at 10:00 AM</td>
<td>MO Incharge, Fire Safety</td>
</tr>
<tr>
<td>Training log book</td>
<td>As mutually agreed</td>
<td>Monthly</td>
<td>MO Incharge, Security</td>
</tr>
<tr>
<td>Fire Safety Drill</td>
<td>As mutually agreed</td>
<td>Fortnightly</td>
<td>MO Incharge, Fire Safety</td>
</tr>
<tr>
<td>Accident report</td>
<td>As mutually agreed</td>
<td>At the earliest and reasonably possible soon after the incident</td>
<td>MO Incharge, Fire Safety</td>
</tr>
<tr>
<td>Campus inspection report</td>
<td>Identification of any vulnerable/risk areas</td>
<td>Weekly</td>
<td>MO Incharge, Security</td>
</tr>
<tr>
<td>CTV Control Room report</td>
<td>Any suspicious persons or unauthorized persons (i.e., neither patients nor their attendants) trespassing the campus. Any instances of crowd gathering or unruly behavior or conflict with the staff or security breach or theft or pilferage or any untoward event/occurrence</td>
<td>Daily</td>
<td>MO Incharge, Security, Penalty of Rs.500/- if default in report submission</td>
</tr>
</tbody>
</table>
11. SERVICE LEVEL SPECIFICATION & PENALTY FOR NON-CONFORMANCE / NON-PERFORMANCE

<table>
<thead>
<tr>
<th>Process</th>
<th>Service Level Specifications</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Providing adequate number of Security Guards/Supervisors at every point/area of deployment identified for manning</td>
<td>The Service Provider will provide adequate number of Security Guards/Supervisors to man the areas as per the deployment schedule given in Annexure...</td>
<td>Rs. 1000/- for every instance of under-deployment or deployment area found not manned. Or Supervisor is not found on duty.</td>
</tr>
<tr>
<td>2. The unsuitable guards</td>
<td>Service Provider will promptly replace unsuitable security guards on instructions of the Authority.</td>
<td>In case such guard is not promptly removed and replaced then the penalty of 500/- per duty assigned in unsuitable security guard.</td>
</tr>
<tr>
<td>3. Security Guards/Supervisors to report in uniform.</td>
<td>Approved uniform design with the name badge.</td>
<td>Rs. 500/- for every number of Security Guards/Supervisors not found in prescribed uniform.</td>
</tr>
</tbody>
</table>
 b) They should not smoke and spit on the walls/floors etc. | Rs. 200/- for every instance of misconduct/misbehavior/Indiscipline. |
| 5. Security Breach | The Service Provider shall ensure that within the restricted and prohibited areas no unauthorized person enters. | Rs. 1000/- for every instance of security breach. |
| 6. Protection of properties such as furniture, firefighting equipment, accessories, vehicles, machinery etc. | Service Provider will protect all the properties of the Authority / Hospital / Department from theft, damage etc. | Recovery of the 20% higher amount then that of loss caused due to theft of items or damage of items due to vandalism etc. |
| 7. Un-attended access points/duty post | The Service Provider shall ensure that the security personnel posted at access points do not leave the same unattended. The Service Provider shall ensure that suitable provisions of reserve security personnel are made so as to provide cover to the access points in the event that any security guard posted at any of the access point leaves the post for short time on account of nature's call or personal reasons or any emergency. | Rs. 200/- for every instance of security guard leaving the post without suitable substitute. |
| 8. Un-authorized parking | The Service Provider shall ensure that no vehicle is parked in the 'no parking zone'. Service Provider shall be held responsible if any unauthorized vehicle is parked. | Rs. 100/- per vehicle per instance of unauthorized parking of vehicle in no parking zone or unauthorized vehicles in hospital. |

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Proprietor
10. CCTV Control Room Surveillance (to be maintained by Service Provider)

The Service Provider shall ensure that the CCTV Control Room is manned by a Security Guard and any activities requiring immediate safety/security response (like trespassing by unauthorized persons, unruly behavior of the staff/visitors, conflicts, gathering of persons otherwise not supposed to gather) are immediately noted down in the register along with time and location of such suspicious activity. These suspicious activities will be reported immediately with immediate and appropriate response under the guidance and control of the Supervisor (s).

11. Shift Duties

The Service Provider shall ensure that no Security Guard is made to work in two continuous shifts or in alternate shifts.

12. Replacement of Guards / Supervisors

The Service Provider shall ensure that the Guards/Supervisors are not replaced very frequently and in no case. replacement shall be allowed during the currency of the month except for valid reasons.

13. The Service Provider shall ensure that no shift is done by the on-duty service main guards as per agreement.

<table>
<thead>
<tr>
<th>Vehicles are parked anywhere in the hospital premises.</th>
<th>The instances of such substitution shall not be more than 5% of total personnel deployed. In case it exceeds 5% than a penalty of Rs. 5000/- per instance of replacement will be levied.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Security Guards/Supervisors will be deployed to man/supervise the allocated access points and will not be shifted to other access points during that month.</td>
<td>In case it is found that the Security Guards are made to work in two continuous shifts in any two alternate shifts then a penalty of Rs. 500/- for each such instance will be levied. In case such instances exceed 10 in any given month then the penalty will be escalated to Rs. 1000/- per instance and in case such instances are more than 10 per month for any continuous period of two months then in that case it will be Service Provider's event of default.</td>
</tr>
<tr>
<td>The instances of such substitution shall not be more than 20 per month across all shifts. In case it exceeds 20 then a penalty of Rs. 200/- per instance of substitution will be levied. In case such substitutions are more than twenty per month for a continuous period of two months then in that case it will be treated as Service Provider's event of default.</td>
<td></td>
</tr>
<tr>
<td>Rs. 1000/- per instance of such activity not noticed or reported &amp; it is not acted upon.</td>
<td></td>
</tr>
<tr>
<td>In case the shifts which are to be done by the on-duty service main guards</td>
<td></td>
</tr>
</tbody>
</table>

For 3060/BADRI DATTA SECURITY AGENCY

Proprietor
In case of substitution or replacement, the ex-service men guard will be substituted / replaced by the Ex-service men Security guard.

The Service Provider shall provide extra supervisors that are ex-service men. These supervisors will be deployed across the shifts in such a manner that they are able to supervise all the access points effectively.

The Service Provider shall deploy supervisors that are ex-service men. The Service Provider shall ensure that the supervisors are present on duty as per the duty roster. In the event of any supervisor not reporting for duty, the Service Provider shall immediately provide a substitute from the panel of approved reserved supervisors.

The Service Provider shall issue appointment letter to the Security Guards/ Supervisors who have been found suitable for the job and approved so by the hospital authorities. A copy of all the appointment letter will be provided to the hospital authorities.

It shall be ensured that unauthorized persons do not enter the access controlled areas identified as per the access control policy laid down by the hospital authorities.

The on duty security guard / supervisor shall carry and promptly show the duty card to the designated

| Substitution or Replacement of Supervisors | As per the monthly roster are done by non-ex-service men guards then a penalty of Rs.1000/- per such shift shall be levied. In case such instances are more than five in the month then a penalty will be escalated to Rs.2000/- per such instance. Further, in the event that there are more than five such instances every month for any continuous period of three months then it will be Service Provider's event of default.

| Appointment and approval of Service Provider staff | In case in any of the shift the Supervisor is substituted or replaced by a non-ex-service man than a penalty of Rs.5000/- per such replacement / substitution will be levied.

| Unauthorized Persons entering the premise | In case it is found that a person is on duty as security guard who is not properly appointed then a penalty of Rs.5000/- for each such instance will be levied. In case such instances are more than five in a month then the Contract is liable to terminated with forfeiture of performance security. In case such circumstances are more than five per month & for continuous period of two months then in that case it will be treated as Service Provider's event of default.

| Duty Card | A penalty of Rs.100/- per person per instance will be levied.

| A penalty of Rs.200/- per instance of Security guard / supervisor not carrying or not promptly showing duty card to the designated person.

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Proprietor
<table>
<thead>
<tr>
<th>Number of Shifts done by ex-service men guards</th>
<th>These ex-service men guards will do equal number of shifts as those done on an average by non ex-service men guards</th>
<th>In case they are not given equal number of Shifts than a penalty of Rs. 500 per shortfall in number of shift will be levied.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider shall ensure the Service Provider shall ensure the System shall be of good fidelity for System shall be of good fidelity for proper unstrained communication and proper unstrained communication and maintain uptime of 95% maintain uptime of 95%</td>
<td>In case the system is not working at all or the voice transmission is poor and incomprehensible then Rs. 200/- per hour till such time the system is rectified.</td>
<td>In case the system is not working at all or the voice transmission is poor and incomprehensible then Rs. 200/- per hour till such time the system is rectified.</td>
</tr>
<tr>
<td>Training of Guards / Supervisors</td>
<td>Service Provider shall ensure that the Service Provider shall ensure that the guards / supervisors placed on duty are trained as per the provisions of the guards / supervisors placed on duty are trained as per the provisions of the PSAR act 2009 and DPSAR Rules 2009 PSAR act 2009 and DPSAR Rules 2009 there-under</td>
<td>In case any guard / supervisor on duty is assessed by hospital or authorized person of concerned government department to be not trained as per provisions of the government department to be not trained as per provisions of the PSAR Act and DPSAR Rules 2009 PSAR Act and DPSAR Rules 2009 then a penalty of Rs. 5000/- per such untrained guard / supervisor shall be levied and further such guard / supervisor shall not be taken on duty till he / she is trained and assessed to be suitable.</td>
</tr>
</tbody>
</table>

All the penalties will be imposed on the Service Provider and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments or against the performance guarantee. All penalties will be calculated and levied independent of each other.

12. **PENALTY:**
   a. In addition to the penalty mentioned in Clause 5 above, the following penalties may also be imposed on the Service Provider.
   b. In case the Service Provider fails:
      i. to commence / execute the work as stipulated in the agreement, or
      ii. if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
      iii. if the Service Provider does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements.
   c. Authority / Hospital / Department reserves the right to impose the penalty for providing as detailed below:
      i. For delay up to 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period up to maximum 4 weeks time for any of the defaults mentioned above.
      ii. For delay beyond 4 weeks, the Authority / Hospital / Department in addition to imposing penalties at the rate as mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any. may be recovered from the defaulting Service Provider. The Service Provider may also be black listed for a period up to maximum 4 years and his earnest money / security deposit may be forfeited, if so warranted.
The Authority / Hospital / Department may forfeit the performance security of the Service Provider in case of any of the defaults.

For 3380/BADRI BATT SECURITY AGENCY

[Signature]

Proprietor

[Signature]

MEDICAL SUPDT.

[Signature]