



Department of Labour

Government of National Capital Territory of Delhi

5- Shamnath Marg, Delhi-110054



Form C

Registration Certificate of Establishment

Certificate No. :2014009643

Date :8/3/2014

Name of the establishment :

Big Bazaar Inderlok (Future R

Name of the Occupier/Employer :

Akhilendra Singh S/o Veer Singh

Postal address of the establishment :

G-29 & F-28, Parsvanath Metro Mall Dmrc

Metro Station

New Delhi Delhi 110052

Registration No. :

2014009643

Category of Establishment :

Retail Trade or Business

Nature Of Business :

Others

It is hereby certified that the establishment as mentioned herein has been registered as a Retail Trade or Business under Delhi Shops & Establishment Act, 1954, on this 8 day of March ,2014.

Disclaimer

- The Certificate is based on the information provided by the Occupier/ Employer and has not been verified.

NOTE:

1. The Occupier/Employer is required to notify the Chief Inspector of any change in respect of information contained in the form.
2. This is computer generated certificate and does not require signature.

S. B. S.



Sr. No. Amt. 3444
Purpose 1000
13 JUL 2020
BABU LAL STAMP VENDOR
GURUGRAM (L.No. 13/SV/11/17)

SECURITY AGREEMENT

This SECURITY AGREEMENT (here-in-after referred to as the Agreement) is being executed on this 14th day of July 2020 between **M/s. Future Retail Limited**, having its Registered Office at Knowledge House, Shyam Nagar, Off Jogeshwari (E), Mumbai-400060, India, being represented through its Authorized Signatory **Mr. Manmeet Bakshi, Senior Manager Operation** (here-in-after referred to as the COMPANY), which term wherever the context means and include their successors – in – interest, assigns of the one part

And

M/S Platoon Securitas Pvt Ltd. Tower 2,305 Park View Residency, Palm Vihar, Gurgaon Haryana through **Mr. Gagan Gouri Managing Director** hereinafter referred as -SERVICE PROVIDER, which expression unless repugnant to the context shall mean and include its successor in interest and assigns of the other part Whereas the COMPANY is engaged in retail business at our,

- Big Bazaar Pacific Mall Dwarka, Sector 21 New Delhi
- Big Bazaar EDM Ghaziabad UP
- Big Bazaar Ambiance Mall Gurugram Haryana
- Big Bazaar Inderlok New Delhi
- Big Bazaar Mahagun Metro Mall Ghaziabad UP
- Big Bazaar Ambiance Mall Vasant Kunj New Delhi
- Big Bazaar Grand Venice Mall Greater Noida UP
- Big Bazaar Mall of India Noida UP
- Big Bazaar Omaxe Mall Sohna Road Gurugram Haryana
- Big Bazaar V3S Mall New Delhi
- Big Bazaar Janakpuri Orchard Mall, New Delhi.
- FBB Janakpuri New Delhi
- FBB Kamla Nagar

Whereas the SERVICE PROVIDER is engaged in providing the Security Services

Whereas the SERVICE PROVIDER has approached the COMPANY and offered to provide the Security Services at the above mentioned designated store and the COMPANY has accepted the said offer vide terms & conditions contained with this Agreement.

Whereas the Service Provider shall provide security services at the Company's above mentioned designated store.

The below mentioned terms and conditions shall form part of this Agreement

OBLIGATIONS OF SERVICE PROVIDER

1. The Service Provider agrees to provide security services at the Company's above designated store as specified in schedule for a period w.e.f. 01.07.2020 to 31.03.2021.
2. The Service Provider agrees to provide security personnel and for such hours and such time as specified in schedule.
3. The Service Provider shall use skill and care in providing the guarding services in accordance with the prerequisites specified in Annexure 2.
4. All the security persons shall be interviewed by the Company before their deployment by the Security Provider.
5. That it is agreed & undertaken by the Service Provider that it shall get the police verification of the manpower done before they are so deployed at the Designated Store and, further in case it fails to provide complete Police verification of its manpower done within 45 days of their joining/deployment at the Designated Store of the Company, in that event the Company shall deduct @ Rs. 200/- per person per day from the total amount due & payable by the Company to the Service Provider.
6. **It shall be the duty of the security personnel deployed by the Service Provider to keep a constant watch and to move around the premises of the designated store and to prevent any outsider from entering the company premises except with the permission of the Company's authorized officers.**
7. No person, without having an identity card or a pass issued by the Company or without the express permission of the officers nominated by the Company, shall be allowed to enter the premises of the Company's above mentioned designated store whether with or without any vehicle. If any security personnel arrives at the entry/exit gate without having an identity card or pass or written permission, then the name of such security personnel shall be communicated to authorized officer of the Company and only on such officer permitting him to enter that he will be allowed to do so.
8. The security personnel shall be entitled to examine in person of any incoming or outgoing visitor or other person, if he is suspected to carry with him any objectionable material.
9. The persons to be provided as security personnel shall be physically fit, neat and tidy and shall be supplied with uniform and a definite insignia by the Security Provider so as to be easily identified as its security personnel. Preferably such persons shall be ex- army men or ex-police constables. If the company through its authorized officer finds any security personnel physically unfit or weak



or not properly dressed up, the officer of the company shall be entitled to ask the Service Provider to have him replaced by any other proper and fit person.

10. That it is specifically agreed by the Service Provider that in event of any incident taking place in the store outlet of the company on account of any lapse(s)/negligence or otherwise on the part of the Service Provider resulting into a financial loss of the company, the Service Provider shall make good such losses in accordance with ANNEXURE 3 attached herein with this agreement.
11. The security personnel so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the premises of the Company's designated store above named.
12. If, as a result of negligence, careless, misbehavior and/or criminal act of the security personnel deployed by the Service Provider, the Company suffers any loss or damage, then the Service Provider shall be liable to make good the loss to the Company. However, Service Provider's total liability to compensate in respect of any loss or damage suffered by the Company as a result of breach by the Service Provider of its contractual obligations, then the same shall not exceed the amount equivalent to three month's billing amount, and that amount shall be deducted forthwith.
13. If any security personnel is found misbehaving or in a drunken state or otherwise creating any mischief or nuisance, then the Company shall be entitled to ask the Service Provider to replace him by another fit security personnel and the Service Provider shall do so forthwith without questioning the decision of the Company's officer.
14. The Company shall have the right, within reason, to have any person removed who is considered being undesirable or otherwise and similarly Service Provider reserves the right to remove the guard with prior intimation and approval of the Company, emergencies exempted.
15. The Service Provider has represented to the Company that it is duly registered under the provisions of the Provident Fund, Employees State Insurance Act and other relevant labour welfare Acts/Regulations and has obtained the necessary Code numbers under these Acts/regulations.
16. The responsibility and liability of payment of wages and other emoluments to the Security Personnel shall be that of the Service Provider only. Further, the matters of the earned leave, sick leave and other facility to be given to the security personnel shall be a matter between Service Provider and its security personnel and the Service Provider agrees to indemnify and keep indemnified the Company against any claim, loss, cost, charges, damages and expenses incurred or suffered by the Company on that account.
17. The Security Personnel shall not be treated as the employees of the Company but shall be the employees of the Service Provider and all the liabilities on account of the said employees shall be that of the Service Provider only.
18. The Service Provider shall cover its security personnel for personal accident and death whilst performing their duty at the Company's above mentioned designated store.



19. The Service Provider shall provide guarding services as per the Instructions given to it by the Company through its uniformed and trained personnel for the performance of its services hereunder and these security personnel deployed shall be the employees of SERVICE Provider and all statutory liabilities shall be paid for by the Service Provider such as ESI, PF etc. The Service Provider shall, at the time of start of this Agreement, provide a copy each of all the statutory compliances to the Company.
20. The Service Provider, while engaging employees for the services, shall observe the rules and regulations as may be applicable under the Labour Laws/Regulations made thereunder and shall be responsible for ensuring that there does not arise any compensatory claims under this Agreement, include the liabilities under the Provident Fund Act, E.S.I. Act, Workmen's Compensation Act, Minimum Wages Act and/or any other labour welfare Acts/Regulations. The Service Provider agrees to issue a certificate to this effect as and when required by the Company. In case the Company is held responsible to discharge a liability under any of the Labour Laws prevalent in the country on behalf of the Service Provider in accordance with the terms of this Agreement, then the Service Provider agrees to indemnify the Company against such laws and to compensate the Company for the same.
21. The Company shall be entitled to deduct from the payment to be made to the Service Provider, the losses which the Company may have to bear under Labour Laws etc. for claims arising out of this Agreement on account of acts of omission/commission on the part of the Service Provider.
22. The Service Provider shall maintain all the statutory registers and records in respect of its employees as prescribed in the concerned laws/rules/regulations and shall duly and regularly file all the forms, returns and other records with the various statutory authorities and shall provide a copy thereof to the Company.
23. The security personnel shall act according to the instruction of the Company's official authorized in this behalf by the company.
24. The Service Provider shall comply with the provisions of all the Labour Law statutes, ordinances, rules and regulations applicable to the employment of security personnel and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registrations, licenses, approvals, sanctions and file returns and maintain records etc. as required under Contract Labour (Regulation and Abolition) Act and Rules, Employees Provident Funds and (Miscellaneous Provisions) Act and rules made therein, Employees State Insurance Act and rules and regulations made therein, Equal Remuneration Act and rules made therein, Industrial Employment (Standing Orders) Act and rules and regulations made therein, Maternity Benefit Act and rules made therein, Minimum Wages Act and rules made therein, Payment of bonus act and rules made therein, payment of wages act and rules made therein, Workmen Compensation Act and rules made therein or as required by any other law, rules, regulations, notification etc.
25. The Service Provider shall prepare, in writing, in conjunction with the Company, the Assignment Instructions for the Company's above named designated store listed herein in the Schedule I to V. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance before the Start Date of the provision of the guarding services. The authorized representatives of both the parties prior to implementation thereof shall mutually agree to, that any future amendment to such Assignment Instructions shall be carried out in writing only. The Assignment



Instructions as mutually agreed between the Parties and as amended from time to time during the Contractual period shall always form part and parcel of this Agreement.

26. The Service Provider shall provide supervision to ensure correct performance of guarding services in accordance with assignment instructions.
27. Weekly visit of any senior person from the Service Provider's office shall be conducted to ensure adequate performance of guarding services and proper follow up of the checklist given by the Company to the Service Provider.
28. The Service Provider shall ensure that all the employees will be in neat and clean uniforms appropriate for their duties. 02 (Two) sets of new uniforms shall be provided by the Service Provider to its employees at the time of start of the Agreement.
29. The Service Provider shall ensure and maintain high standards of personal hygiene among its employees.
30. The Service Provider shall submit reports fortnightly related to performance of guarding services, actions taken for any incidence happening during the relevant period, completion of assignment given by the Company from time to time or any reports required by the Company.
31. The Service Provider shall provide communication equipment on chargeable basis to its security guards deployed at the Company's above named designated store. The quantity of such communication equipment's required shall be finalized after mutual agreement between the Company and Service Provider.
32. Subject to the provisions of Para 10 above, the Service Provider shall not be liable for any loss, injury, damage, cost or expense of any nature, directly or indirectly, caused by or resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks. The burden of proving the aforementioned loss, injury, damage, cost or expense shall be exclusively that of the Service Provider and the Service Provider shall be subjected to strict proof thereof. In case of any dispute the decision of the company shall be final & binding upon the Service Provider.
33. Subject to the provisions of Para 10 above, the Service Provider shall not be liable for any loss, injury, damage, cost or expense resulting from the events wherein the Company, its employees or agents, attributed to such loss, injury, damage, cost or expense. The burden of proving the aforementioned loss, injury, damage, cost or expense shall be exclusively that of the Service Provider and the Service Provider shall be subjected to strict proof thereof. In case of any dispute the decision of the company shall be final & binding upon the Service Provider.

COMPANY'S OBLIGATIONS

34. No employee of the Service Provider shall be contracted or employed by the Company within a period of six months of having left the services of the Service Provider. The Company may recruit them only after a clear gap of six months from the date of their leaving the services of the Service Provider. In case of breach of this clause, the Company agrees to pay to the Service Provider twelve months' salary for each and every such person so recruited by it.



35. Except as expressly otherwise provided, the Company shall, at its own expense, timely provide all the equipment and facilities to the Service Provider's employees at the above mentioned designated store of the Company where the guarding services are to be provided, enabling the Service Provider's employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, guard/s accommodation, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc
36. The Company may comply with and fulfill the security recommendations (if any) made to it in writing by the Service Provider in connection with the performance of the guarding services.
37. The Company shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the guarding services as soon as possible after the Company becomes aware of them and the Service Provider shall make the loss good to the Company on account of such acts.
38. The Company shall provide on a timely basis all information and materials required to enable the Service Provider to provide the guarding services. The Company warrants that all information disclosed or to be disclosed to Service Provider is or shall be true, accurate and not misleading in any material respect. The Service Provider shall rely on, and will not independently verify, the accuracy and completeness of any information supplied by the Company. The Company shall be responsible for informing the Service Provider of any changes to the information originally presented to it.
39. To enable the Service Provider to provide the guarding services, the Company shall ensure that their staff is available to provide such assistance as the Service Provider may reasonably require and that the Service Provider is given access to the senior management as well as to any members of the Company's staff. If any of the Company's staff fails to perform as required, the Company shall make suitable additional or alternative staff available.

CONFIDENTIALITY

40. The Parties hereto this Agreement undertakes to take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information on its security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Company. This obligation shall not apply to information, which is or becomes public knowledge through no fault of the parties as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority

PAYMENT TERMS

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains some illegible text around its perimeter.A handwritten signature in black ink is written over a blue circular stamp. The stamp contains some illegible text around its perimeter.

41. The charges are exclusive of any service tax or other applicable taxes, which will be charged in addition to the applicable rate. The rates for services are given in Annexure attached herewith.
42. The Service Provider shall raise an invoice for the guarding services to be rendered each month and the same shall be paid by the Company by the 5th day of the succeeding month.
43. The Company shall make the payment by account payee cheque or by demand draft.
44. As the rates charged are based on minimum wages announced by the government / salary paid by the service provider. Whenever the minimum wages / salary undergo an increase of Re1/-, the rates will be increased by Rs 1/-, corresponding change will be effected by mutual discussion.
45. In addition to the payment referred to as above, the Company shall pay for any additional services required by the Company, which are not specified in the Annexure attached. The Service Provider and the Company, prior to any such additional services being undertaken by Service Provider, shall agree in writing regarding the scope of all such additional services and the cost at which the same shall be provided.

FORCE MAJEURE

46. The Service Provider shall not be liable to the Company for any delay or failure to fulfill its obligations due to force majeure.

TERMINATION

47. This Agreement may be terminated forthwith by either party by giving written notice to the other without reason and also if:
 - i. The other party is in material breach of its obligations under this Agreement and, in the case of such breaches are capable of being remedied within thirty days, however the other party fails to rectify that breach within thirty days of receiving notice of such breach (such notice to specify that it is given under this Part); or
 - ii. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.

DURATION

50. The tenure of this agreement shall be for the period of 08-months starting from 1st July 2020 to 31 March 2021 (period of 09-months to be mentioned here as the case may be).

51. Subject to the provisions of the Para 45 relating to termination, this Agreement shall remain in force for the as stated in Clause 1 above and will continue thereafter unless or until terminated by either party giving the other party not less than one month' notice expiring at the end of the period as per Clause 1 or at any time thereafter. The Parties hereto this Agreement may renew the Agreement on the fresh term and conditions as may be mutually agreed upon after due consultations.



JURISDICTION

52. This Agreement is governed by the laws of India and shall be subject to the exclusive Jurisdiction of the courts in Delhi.

GENERAL

53. In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

'Agreement'	The word "Agreement" and "Contract" has been used interchangeably.
'Act of Terrorism'	shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
'Biological or Chemical Contamination'	shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.
'Computer Virus'	shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
'Confidential Information'	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of COMPANY/ SERVICE PROVIDER including the information having the commercial value.
'Electronic Data'	shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmers, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
'Nuclear Risks'	shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

54. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.

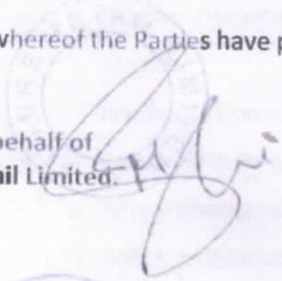


55. This Contract forms the entire agreement between the Company and the Service Provider relating to the provision of the guarding services. The present Agreement replaces and supercedes all / any previous proposals, correspondence, understandings or other communications- whether written or oral-between the Parties hereto this Agreement.

56. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified herein below: (or if the recipient has notified another address or fax number, then to that address or fax number).

In witness whereof the Parties have put their hands & seal on the day and year first herein before written.

Signed on behalf of
Future Retail Limited.



Signed on behalf of
M/S Platoon Securitas Pvt Ltd.
Mr. Gagan Gori



Prerequisites of Security Guards

Annexure 2

1. Basic Requirements

a) Basic Hiring

- ❖ Age lower and upper limit to be 21 and 40 respectively
- ❖ Should pass necessary Physical fitness tests
- ❖ Education preferably 12th Pass or equivalent; but not below 10th Standard
- ❖ Original Documents to be scrutinized and verified by the Security Guard Agency
- ❖ Preferably Domicile of the location deployed
- ❖ Following to be absolutely mandatory
 - Primary background check
 - Police verification
 - Experience of 2 yrs in field of security
 - Reference of at least two persons

b) Basic Training of

- ❖ Fire fighting
- ❖ Crowd Mgmt
- ❖ Disaster recovery
- ❖ Riot/Violence
- ❖ Read and write functional English
- ❖ Ability to read through retail related docs

c) Mandatory Guidelines for Security Agency

- ❖ Agency to be registered with security guard board
- ❖ Medical insurance in the form of ESICS
- ❖ PF – docs to be submitted along with monthly bills
- ❖ Legal issues related to SG's be taken care by the agency
- ❖ Area officers will not interfere with posting /transfer/rotation of SGs

d) Security Agency to Provide Security Guard with

- ❖ 2 sets of uniform (Yearly)
- ❖ 1 set of winter wear (1 in Two Years)
- ❖ 1 set of shoes (Yearly)
- ❖ Field officer to ensure that all necessary equipment are provided to guards
- ❖ Weekly/Monthly offs to be organised by field officer
- ❖ SGs availability for emergency, special duties within notice period of 12 hrs



- ❖ Area officer to visit all sites at least once in a week
- ❖ LPC team will handle security operationally

e) **Penalty/Fines**

- ❖ Please see annexure for penalty amounts for various omissions/commissions

f) **Uniform / Turn Out**

- ❖ Wearing of correct uniform of the agency
- ❖ Neat, Clean & smart uniform
- ❖ Shaved, hair cut done, wearing shoes
- ❖ Without bad body odor
- ❖ With no smoking/tobacco/pan habits

2. **Duty Timings**

- ❖ The timings of the Security Guard will be decided by the store team and store operations and will vary from store to store.
- ❖ The Security Guard's working overtime the same has to be approved by the Zonal Admin.
- ❖ Additional Security Guard's deployment will be notified to the agency with a minimum notice period of 12 hrs.

3. **Gist of Duties**

- ❖ Welcome customer as per Indian norms
- ❖ The footfall count to be done as per the customer's entry.
- ❖ Customer carrying their bags to be politely guided to the baggage counter. In case customer carrying important documents, Laptops and other valuables should be allowed to carry their bags inside after sealing. The same is subject to checking at the time of exit.
- ❖ Unescorted small children should not be allowed to Exit from the store.
- ❖ Customer exiting from the entry gate to be politely request to exit from the designated EXIT gate (Store Specific).
- ❖ Suspicious customers to be identified & the same to be informed to the store seniors.
- ❖ Staff should not be allowed to enter / exit from the customer area (Store Specific).
- ❖ Customer/Employee who is intoxicated, & entering the store, should be stopped and escorted out of the store premises.
- ❖ **Parking Management**
- ❖ **Police Liaison & Interaction**



- ❖ Surveillance in & around the store to prevent & detect untoward act against company assets
- ❖ Emergency Management at the site
- ❖ The duties will be explained in details at the site by the Store operations as per the charter.
- ❖ Any safety/security/loss prevention duty as assigned by PPC/LPC/Ops in charge at a site

4. Miscellaneous

- Copy of Security Guard's ID and other relevant document like local and permanent address, police verification form and reference details to be kept separately with the Store Manager in case of any emergencies.
- LPCO/Store Manager may ask the concerned Security Guard or Security Supervisor to leave the store and inform Agency supervisor/manager about action/event.
- Responsibility to cover specifically merchandize protection equipment in addition to the other items mentioned.
- Security Guards will have to adhere to the rotation policy.
- All Security Guards / Security Supervisors would be given a formal one day Security/SOP/People-Customer/Usage of LPC equipment training before posting. Subsequently a mock test would be conducted which will have to be cleared. In case of any failure the Security Agency will have to provide a replacement.
- Provision of equipment such as HHMD from Agency in special/emergency/statutory situations, on request from LPO/Store Manager/ Area Manager.
- Turn Over: The security guards will be turned over from one store to another between 5-6 months of duration and within the store rotation will be on fortnightly.
- No frequent change of security guards is permitted. It will be only with the approval of PPC/LPC/Ops team
- Selection of security guards will be responsibility of PPC/LPC/Ops team
- The security agency to handle all union related activities faced by the Future Group at its site.
- The security agency to assist lodging FIRs and all police related liaison work.



PENALTY FOR SECURITY AGENCIES (Annex 3)

No	Nature of Administrative Failure / Breach of Contract by Security Agency	Extent of Debit Note
A. Minor cases to be decided on the spot		Decision by LPC/PPC/OPS
1	Late reporting of security guard for the shift	Rs 300/ per incident (agency to recover from salary of security guard)
2	Security guard is absent from the store	DN for Rs 300/ for per Guard
3	Security personnel not found alert / found sleeping / found missing from the duty post	DN for Rs 500/ for each incident
4	Security personnel found intoxicated on duty	DN to be raised @ Rs.2000/- for each such incident, termination
5	Security personnel indulging in any malpractice including accepting any tip/ illegal gratification for self	DN to be raised @ Rs.5000/- for each such incident, termination
B. Serious cases to be decided through investigation/ formal report by LPC/PPC/OPS		To be executed with prior approval of Head LPC
1	Malafide error in bills / attendance summary for wrongful gains to Agency	DN to be raised @ Amount of excess billing x 5, termination of contract
2	Dereliction in duty by security personnel resulting into theft / pilferage / loss to Future Group property	DN to be raised @ Value of theft / loss / damage x 5
3	Complicity of security personnel in theft, pilferage/ intentional damage or abetting such offences	DN to be raised @ Value of theft / loss / damage x 10
4	Security personnel indulging in acts of moral turpitude / unethical activities/misconduct with employees/customers/vendors	DN amount to be proposed by LPC/PPC/OPS depending upon the gravity of offence, its consequences and then ratified by LPC Head
C. Administrative failures / compliance issues by Security Agency		To be decided on the basis of documents/ investigation; with concurrence of Head LPC
1	Non compliance of any of the conditions laid down in work order like uniform items not given	Rs 1000/ for each violation brought to the notice of security Agency
2	Unable to provide required strength of security personnel as per work order in time	DN to be raised @ Rs. 1000/- per person shortfall per hour.
3	Unintentional error in Bills / Attendance summary	Warning in first month & thereafter if the mistake is repeated next month, DN to be raised @ Amount of incorrect billing x 2
4	Delay in submission of monthly bills from the given time schedule	Warning in first two months & thereafter DN to be raised @ Rs.1000 for each day of late submission
5	Non payment of monthly wages to security personnel up to 10th of the month (subject to timely processing of bills)	DN to be raised on first such failure @ 2% of the monthly bill amount irrespective of the fact that the bill is passed or not.
6	Making less payment to security personnel than the agreed 'Take Home' amount	DN to be raised @ total amount less paid to all the personnel x 2. Follow up by Show cause notice to the Agency, by LPC Head with info to all concerned and termination of contract if act repeated
7	Acts of indiscipline by security guards due to lack of proper supervision by the Agency	DN to be raised @ Rs.1000/- for each such incident
8	Failure to comply with any of the statutory provisions as per terms & conditions of the contract (Labor laws, PF, ESI, Service tax etc.)	DN amount to be raised @ total amount for which non compliance is reported x 2 followed by Show Cause Notice for deregistration of Agency. Follow up to be done by Corporate Communications.
9	Any other administrative failure / breach of contract incidents	DN amount to be proposed by LPC/PPC/OPS and ratified by LPC Head.

Annexure

Rates for M/S Platoon Securitas Pvt Ltd.

For BB Inderlok New Delhi.

Delhi		
Particulars	S. Guard	Supervisor
	(Rs.)	(Rs.)
Wages	17654	21443
Admin Charges	883	1072
Grand Total	18536	22516

The agreed rate for services is as above for 12 hours for all 7 days in a week.

The above charges are INCLUSIVE of Service Charges @ 5% on the agreed rates.

GST as per Govt. norms to be borne by the COMPANY.

Rates with respect to minimum wages are subject to change as per latest Govt. Notification.

The Service Provider shall ensure the followings: -

Payment of laid down minimum wages to its workers.

Payment of PF & ESI as per Government norms.

The above-mentioned documents as proof of payments made to concerned agencies in the form of challans etc will have to be submitted along with bills raised by the Service Provider to the Company every month.

Signed on behalf of

Future Retail Limited

Signed on behalf of

M/S Platoon Securitas Pvt Ltd.



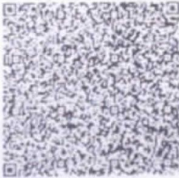
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL15135247964660S
Certificate Issued Date : 08-Dec-2020 10:08 AM
Account Reference : IMPACC (IV)/ dl787703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL78770334558324329983S
Purchased by : TECKNOMEN AND CO
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : FUTURE RETAIL LTD
Second Party : TECKNOMEN AND CO
Stamp Duty Paid By : TECKNOMEN AND CO
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.chdilestamp.com or using e-Stamp mobile App or Online Hosting. Any discrepancy in the details on this Certificate and as available on the website / Mobile App / online will be void.
2. The onus of checking the legitimacy lies on the users of the certificate.
3. In case of any discrepancy please inform the competent Authority.

HOUSEKEEPING AGREEMENT

This HOUSEKEEPING AGREEMENT (here-in-after referred to as the Agreement) is being executed between M/s Future Retail Ltd, having its Registered Office at Knowledge House, Shyam Nagar, Off Jogeshwari (E), Mumbai- 400060, India, being represented through Mr. Manmeet Bakshi Senior Manager Operation (herein referred as the COMPANY), which term wherever the context means, includes its successors – in – interest, assigns of the one part,

And

M/S Tecknomen & Company 202 DDA, Building np.2 District Center, Janak Puri West Delhi, Delhi 11058 being represented by Mr. Sanjeev Arora, (herein after referred as SERVICE PROVIDER) which term wherever the context means includes his successors – in – interest assigns of the other part:

Whereas the COMPANY is engaged in retailing of products at its outlet namely,

Big Bazaar Inderlok New Delhi (Annexure)

And has its North Zone office at Plot No. 82, Sector 32, Gurgaon, Haryana

Whereas the SERVICE PROVIDER is engaged in providing Facility Management services

Whereas the SERVICE PROVIDER has approached the COMPANY and offered to provide its Facility services in the designated store and the COMPANY has accepted the said offer:

Now this AGREEMENT WITNESSETH as under and it is hereby agreed by & between the parties hereto as follows:

1. That this Agreement shall be in force for a period w.e.f 01.07. 2020 to 31.03.2021.
2. That the SERVICE PROVIDER shall arrange to provide manpower for schedule of works as detailed in **Annexure 1** attached herewith in such a manner so as to ensure effective housekeeping maintenance of the area pertaining to the designated store.
3. That in consideration of the services to be provided as per Annexure 1 above, the COMPANY agrees to pay to the SERVICE PROVIDER service charges as per the enclosed Service charge, listed as **Annexure 2**, as mentioned against the designated store based upon the number of housekeepers per month actually deployed at the designated store by the Service Provider.
4. That the SERVICE PROVIDER shall submit to the COMPANY the bill for the services rendered at the end of each calendar month, which shall be payable by the COMPANY within 30 to 45 days, subject to the statutory deductions like TDS, etc..
5. That the SERVICE PROVIDER will provide a copy each of all the Statutory Compliances made and/or expected to be made by the SERVICE PROVIDER to the COMPANY at the time of start of this Agreement.
6. That the COMPANY shall be entitled to deduct from the SERVICE PROVIDER's account the losses, which the COMPANY may have to bear under Labor Laws, etc for claims arising out of this Agreement on account of non-compliance thereof on the part of the Service Provider.
7. That the COMPANY will specify the number of attendants/supervisors required at the designated store. The number of Housekeepers so deployed can be increased or decreased after mutual discussion between the COMPANY and the SERVICE PROVIDER.


M/s Future Retail Ltd
Inderlok


M/s Future Retail Ltd
Inderlok


M/S Tecknomen & Company

8. That the SERVICE PROVIDER alone shall be responsible for the payment of all salaries & wages and allowances payable to its workers and also to pay all other statutory benefits as the case may be to its employees by the 10th of subsequent month.

9. That the Workers of the SERVICE PROVIDER shall abide by all the rules/code of conduct of the COMPANY and the SERVICE PROVIDER shall be solely responsible for the conduct and behavior of its workers.

10. That no person without having an identity card or a pass duly issued by the SERVICE PROVIDER or without the written permission of the SERVICE PROVIDER will be allowed to enter the COMPANY's designated store.

11. That the COMPANY shall have the right, within reason, to have any Housekeeper/ Office boy/ Pantry boy, who is considered being undesirable or unfit, removed with prior intimation to SERVICE PROVIDER; and similarly, the SERVICE PROVIDER reserves the right to remove any Housekeeper/ Office boy/ Pantry boy with prior intimation and approval of the COMPANY, emergencies exempted.

12. That the SERVICE PROVIDER shall be responsible for any loss or damage, theft, etc., arising out of commission or omission on the part of the Service Provider and/or its workers and shall make the loss good suffered by the Company on this account.

13. That the SERVICE PROVIDER shall ensure that its workers observe all the formalities pertaining to their safety and security and also the SERVICE PROVIDER shall be responsible for providing to its workers with the uniform, safety wears, equipment & instruments and guidance for proper handling of the house keeping of the designated store.

14. That the workers engaged for house keeping as per the requirements of the COMPANY by the SERVICE PROVIDER shall be the responsibility of the SERVICE PROVIDER only.

15. That the SERVICE PROVIDER shall obtain, at its own cost & expenses, all the necessary permits, licenses, approvals, etc., from various authorities to render the house keeping services to the COMPANY's designated store and shall give a copy of the same to the COMPANY at the commencement of this Agreement.

16. That the SERVICE PROVIDER shall be responsible for obtaining all the required licenses under relevant statutes as may be applicable for the Service Provider and the COMPANY shall not be responsible for any violation of any of the provisions of the statutes made on the part of the SERVICE PROVIDER.

17. That the SERVICE PROVIDER shall be responsible for providing First Aid, medical facilities, hospitalization etc., in the event of any of its workers sustaining any injury due to accident, falling ill, etc., during the tenure or after the expiry of this agreement and the COMPANY shall not be obliged to render any of the facilities in the above circumstances.

18. That the SERVICE PROVIDER shall ensure that its workers shall not have any relationships, transactions, understanding etc., with the COMPANY/its employees.

19. That notwithstanding the stipulated period contained in Clause 1 above, this Agreement may be extended by mutual consent or may be terminated by either party after serving a month's notice, in writing, at any point of time. In the event of such termination, the service charges shall become due & payable by the COMPANY to the Service Provider for the period of time till such services are rendered by the SERVICE PROVIDER.

20. That the SERVICE PROVIDER hereby agrees and undertakes to indemnify the COMPANY against all costs, expenses, loss or damages, theft, liquidated damages, etc., which the COMPANY may incur/pay for the default of the SERVICE PROVIDER / employees of the SERVICE PROVIDER as per the Workers Compensation Act.

21. That the COMPANY shall have no right to direct or instruct persons employed or hired by the SERVICE PROVIDER in the performance of services beyond those specified in this Agreement.



22. That all the supplies, equipments and property(s) brought on to the designated store by the SERVICE PROVIDER shall remain the property of the SERVICE PROVIDER and the same shall not be subject to any lien or encumbrance resulting from any action of or against the COMPANY. List of Supplies and Equipments is as given in Annexure 3.

23. That any modifications to this Agreement may be made by mutual consent of the parties hereto, which consent must be in writing and signed by both the parties.

24. That the COMPANY may at its option, request SERVICE PROVIDER to perform additional services beyond those listed in the attached contract work schedule i.e. Annexure 1. However, COMPANY agrees, that any additional work shall be performed at a price mutually agreed upon by the parties at the time of performance. Such additional services shall be performed in accordance with this Agreement.

25. That during the course of this Agreement or in the event of its termination for any cause, the COMPANY shall not solicit employment of any employees or sub- SERVICE PROVIDERS of the SERVICE PROVIDER for a period of 12- months post the above period.

26. IN WITNESS WHEREOF the parties to this Agreement have set their hands on the day month and year first above written.

27. The rates will change subject to the change in the Minimum Wages.

For



Future Retail Ltd

For



M/s Tecknomen & Company



Annexure

SERVICE CHARGES FOR HOUSEKEEPERS & SUPERVISORS
At BB Inderlok New Delhi

Delhi		
Particulars	Staff (9 h)	Supervisor
	(Rs.)	(Rs.)
Wages	16159	23349
Admin Charges @5%	808	1167
Grand Total	16967	24516

The agreed rate for housekeepers for 9 hours is Rs 16967/- per person per month.

The agreed rate for Supervisors for 12 hours is Rs 24516/- per person per month.

Housekeeping material costs will be Rs.6500/- only (without any service charges)

Machinery and other cleaning equipment costs is 5500/- per month (without any service charges)

The above charges are INCLUSIVE of Service Charges @ 5% on the agreed rates.

GST as per Govt. norms

* Rates are subject to change as per latest Govt. Notification with respect to minimum wages.

The Service Provider shall ensure the followings: -

Payment of laid down minimum wages to its workers / housekeepers.

Payment of PF & ESI as per Government norms.

The above-mentioned documents as proof of payments made to concerned agencies in the form of Challans etc will have to be submitted along with the bills every month raised by the Service Provider.

For

Future Retail Limited



For

M/s Tecknomen & Company

