

CIG N.:

Ms. Vandita Bhatia General Manager-Sales Fireball Securitas & Consultants Pvt. Ltd. 1899, Uday Chand Marg, Kotla Mubarakpur South Ext. Part I, New Delhi-110 003

SERVICE AWARD AGREEMENT

Between the Embassy of Italy in New Delhi, represented by the Ambassador, Mr. Lorenzo Angeloni and Fireball Securitas & Consultants Pvt. Ltd., Represented by Ms. Vandita Bhatia, 1899, Uday Chand Marg, Kotla Mubarakpur, South Ext. Part I, New Delhi-33

Whereas

This Embassy requires annual security services at this Embassy's compound. The services will include: surveillance and protection of the movable property from burglars and surveillance of the buildings in the compound in 50E, Chandragupta Marg, Chanakyapuri, New Delhi, to protect the premises from the risk of destruction of the same. From burglary, we mean an unlawful raid in the premises covered by security of unauthorized persons with an intent to illegal action on goods and equipment protected by security. The security staff will have to check damages to goods, they will have to ascertain if the trouble maker is an outsider, i.e. not a staff of the Embassy. The verification that the trouble maker is an outsider must be done along with the authorized staff of the Embassy.

For the detailed description of the job of protection and the duties and the responsibilities of the staff of the Embassy its requested to refer to the "operating manual" prepared by the Embassy and approved by the Company, which constitute enclosure N. 1 and an integral part of the present contract.

The Company will carry out the described security services inside the Italian Embassy as per the offer dated December 2017 which has been examined and accepted by the Embassy.

The attached quote is an integral part of this contract (enclosure N. 2).

It is understood that the estimate amount of INR 535.844 (five lakh thirty-five thousand eight hundred forty-four only) per month includes taxes/GST, insurances and any present and future administrative charges. The annual charges being INR 6.430.128 (sixty-four lakh thirty thousand one hundred twenty-eight only).

This contract is valid for one year starting on 1st January 2018 and it will expire on 31st December 2018.

The following terms and conditions will apply:

 the Contractor will be the sole responsible for undertaking the abovementioned work, finishing it, fulfilling the obligations under the contract and observing and following all security and safety norms and in accordance with the regulations contained in the attached

- document N. 1. In the event of the Contractor not fulfilling the obligations of this contract, the Embassy of Italy at its own unquestionable judgment has the right of terminating the present contract on simple notification.
- In the event of failure to perform duties or negligence in the performance of the duties assigned, deriving from the present contract the Company shall be held responsible if found guilty.
- The Company during the period of the contract shall keep all documents pertaining to the proper execution of the job as per the instructions agreed with the Embassy.
- 4) The Company communicates to the Embassy the name of Security In-charge who represents the same Company in the contract and will take care of the correct application of the protocol and will be responsible for the conduct of its staff in the person of Ms. Vandita Bhatia, General Manager.
- The Company is responsible for the background verification of the selected staff including penal records.
- 6) External/out of office contacts among Embassy staff and security staff is not allowed.
- 7) The Security staff is not authorized to receive visitors, nor to watch tv inside the premises without explicit authorization of the Embassy.
- The Company accepts to finalize an insurance for civil responsibility, to cover all consequences for crimes deriving from breach of contract.
- The Embassy shall provide a security room with heating, AC and bathroom access in conformity with security, health and protection from fire hazards.
- 10) The security services have to be carried out round the clock and seven days per week at the compound of the Embassy of Italy in New Delhi. The main duties shall be the following: pedestrian and vehicles, regulating visitors

Gate; surveillance, regulating visitors Gate, surveillance, regulating visitors entrance patrol day and night) of the

Embassy premises, both internal and external.

All the duties will be performed under direction and supervision of Embassy security personnel. The Staff includes security personals: guards, head guards, supervisor, senior supervisor, all engaged for day.

In the performance of the duties assigned the Company shall comply with all present Indian laws and regulations;

- 11) the Contractor will be the sole responsible for any injuries or damages occurred to people or things belonging to the Embassy or a third party that may arise out of negligence in connection with the abovementioned security services;
- 12) the Contractor shall provide ESI medical cover and provident fund benefits for its personnel. The Contractor will be the sole responsible for death or any injuries occurred to his personnel while performing the abovementioned security services and the Embassy should not be held liable in case of those events. The safety rules shall be EU standard; in case of negligence, penalties and/or contract termination may apply;
- 13) the present contract does not result in any employment relationship between the Contractor and the Embassy or between the Contractor's employees and the Embassy. The present agreement will not be automatically renewed after December 31st 2018;
- 14) in case of delay for which the Contractor is responsible, a penalty fee equivalent to 5% of the amount due for every month will be applied for every day of delay;
- 15) details pertaining to the Contractor i.e. name, address, contact numbers, details of payment made to the Contractor, the beneficiary of the said payment, the amount paid, TIN number of the Contractor's Company, PDF version of the contract shall be posted on our web site.

16) During the period of contract the Company shall maintain its domiciliary address at New Delhi.

17) The payment shall be made on the last day of the month against presentation of regular invoice.

One dated and signed copy of this contract must be returned to this Embassy, indicating full and complete acceptance of the terms outlined herein.

New Delhi,

2 8 DEC 2017

Enzo Angeloni

Ambassador of Italy

Ms. Vandita Bhafia

Fireball Securitas & Consultants Pvt. Ltd.