



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

M 108917

For Premier Vigilance & Security Pvt Ltd
T. Manohar

Sr. Vice President

This Agreement ("Agreement") is made and entered into on this sixteenth day of September, 2021, by and between

Standard Contract Labour Agreement
V1.3
Date of release: December 27, 2019

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For Premier Vigilance & Security Pvt Ltd
T. Manohar
Sr. Vice President



For Premier Vigilance & Security Pvt Ltd
T. Manohar
Sr. Vice President

Kotak Mahindra Life Insurance Company Ltd., a company incorporated under the Companies Act, 1956 having its registered office at 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051. , India (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and permitted assigns), of the ONE PART;

AND

Vendor, as specified under Schedule 1 of this Agreement (which expression shall, unless repugnant or contrary to the context, includes its successors and permitted assigns) of the OTHER PART;

Company and the Vendor will hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS

1. The Company is registered with the Insurance Regulatory & Development Authority of India under the Insurance Act, 1938 (4 of 1938) (hereinafter referred to as the "Act") as a life insurer, and accordingly is engaged in the business of life insurance and related activities, providing a comprehensive range of life insurance products. In the course of its business, the Company appoints service providers to carry out certain activities to support the business activities of the Company on a commercial basis.
2. The Vendor is engaged interalia, in the business of providing the services as indicated in Schedule 2 ("Services").
3. The Vendor has understood the need of the Company and represented that it has requisite capabilities, skills, manpower, infrastructure, reach and full power and authority to address the need of the Company by providing the Services in an efficient and effective manner, including providing any ancillary services mutually agreed upon between the Parties in writing and signed by authorized signatory of both the Parties.
4. Based on the representations of Vendor, the Company is desirous of appointing the Vendor to provide the Services at its various premises (hereinafter referred to as the "Said Premises"), which locations may be notified to the Vendor from time to time;

It is therefore agreed to by and between the Parties hereto as follows:

1. Definitions:

For the purpose of this Agreement,



- a) "Associate(s)" shall mean and include, persons (semi-skilled and unskilled) engaged by the Vendor and employed by Vendor at the Company's Said Premises to fulfill Vendor's duties and obligations under this Agreement.
- b) ESI Act: shall mean Employee State Insurance Act.
- c) ESIC: shall mean Employee State Insurance Corporation.

2. Term:

This Agreement shall come into force on the Effective Date as mentioned under Schedule 1 and shall continue for the Term of Agreement as indicated in the said Schedule. The Parties may extend or renew this Agreement on the same terms and conditions for further specific period of time to be mutually agreed between the Parties.

3. Scope of Services:

- a) The Services to be provided hereunder by the Vendor are more particularly described in Schedule 2.
- b) The Vendor undertakes to comply with all the applicable IRDAI regulations, circular/guidelines as may be issued from time to time.
- c) The Vendor will provide the continuous and uninterrupted Services as to the satisfaction of the Company and the Vendor shall be responsible for any and all complaints arising out of unsatisfactory or non-performance or delays in deliverables as mutually agreed between the Parties.

4. Consideration:

- a) In consideration of the obligations, duties and responsibilities as contained in this Agreement, the Company shall pay to the Vendor an amount at the rate as specified in **Schedule 3** or as mutually agreed to between the Parties in writing from time to time ("Fee"). The Fee shall be inclusive of all taxes, levies except Goods and Services Tax ("GST") and cess (as applicable); unless otherwise indicated in Schedule 3 and shall be subject to deduction of various taxes, levies as per law.
- b) All Services should be rendered only after they have been duly approved in writing by the Company. The Vendor shall raise invoices only on the concerned branches of the Company where the Company has received the Services. The GST Identification Numbers of the Company for various states are mentioned in Schedule 4 of this Agreement.
- c) The Company shall, in accordance with the prevalent laws, make the payment towards the undisputed invoices in accordance with the Payment Terms



specified under Schedule 3. The Company shall not be liable to pay Vendor any charges over and above the Fee, for any reason, whatsoever.

- d) The Vendor understands and agrees that, payment of GST to the Government in respect of Services is the sole responsibility of Vendor. For this purpose, the Vendor shall provide the Company with a valid GST Identification Number and a valid GST invoice in original with original supporting documents wherever relevant, at the time of raising invoice for each payment. The Vendor shall also ensure that the details of the tax invoice are fully reported in the GST Returns filed by the Vendor and in the GST network such that the Company is able and fully entitled to claim input tax credit of the GST.
- e) The Company shall pay the GST to Vendor, only on receipt of GST registration details, original invoice and any other requisite documents.
- f) In case the payment is made by the Company and the eligible credit does not appear subsequently on the GST Network, the Company shall be entitled to set off an amount equivalent to such eligible credit or a part thereof from any amounts payable to the Vendor.
- g) The Vendor agrees to indemnify the Company from time to time and at all times hereafter, from and against any liability, demand, payment, interest, penalty, charges, fees, levies or any other similar payment or liability etc. arising due to any default on the part of the Vendor or mismatch report generated on account of non-compliance of filing of GST returns in respect of the Services and/or failure to report accurate details of outward supplies.
- h) The Company shall not pay any sourcing fees/absorption fees, unless mutually agreed otherwise in writing and signed by authorized signatory of both the Parties.
- i) Vendor shall, submit its invoice(s) to the Company and the Company shall pay the undisputed and valid invoices, as specified in Schedule 3.
- j) Vendor will attach ESIC challan along with ESIC codes of Associate(s) and submit the same to the Company every month. In absence of the same there will be a deduction from the total Fee payable under the invoice as per the ESI Act.
- k) In case the salary of an Associate is above the statutory limit and hence not eligible for ESIC coverage, Vendor shall provide an extract of wage register to the Company.
- l) In case Vendor has employee count less than statutory limit and hence not applicable for ESIC contribution, Vendor will share a copy of the entire wage register with the Company.



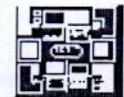
- m) Vendor will attach PF challan along with PF codes of Associate(s) and submit the same to KLI every month. However, in case Vendor is exempted from PF contribution- it shall provide a copy of exemption certificate and wage register.
- n) In case the Vendor has employee count less than the statutory limit prescribed for application of the Employees' Provident Funds And Miscellaneous Provisions Act, 1952, and hence has not made PF contribution, Vendor will share a copy of the entire wage register.
- o) In absence of any of the above submissions to KLI, there will be a deduction of an amount from the Fee payable under the invoice, as per Employees' Provident Funds And Miscellaneous Provisions Act, 1952.
- p) If the Vendor does not deduct and remit the statutory contributions in time, the Company reserves the right to deduct the amount due to the government under various labors laws from payments to be made to the Vendor and to deposit the same with government authorities under vendor's code number. Such Associate(s) and such deductions shall not be contested by Vendor.
- q) The Company shall have the right to withhold the payment of Fee due to Vendor in the event the Company has any amount outstanding against the Vendor in respect of the Associate/s employed at the Company's Said Premises or in the event the Company has to settle any amount which otherwise would have been borne by the Vendor. The Company reserves its right to adjust the amount which is sufficient to fully settle the liability of Vendor for which the Company had/has to make payment. If the amount due to Vendor is not sufficient to settle the liabilities / outstanding amounts of the Vendor, then the Vendor shall be liable to pay the same within two (2) days of receipt of written intimation (emails permitted) in this regard from the Company. The same shall be without prejudice to any other right that the Company may have in this regard against the Vendor under this Agreement and/or any law.

5. Obligations, representations and warranties of the Vendor:

- a) Vendor shall diligently carry out the duties and obligations undertaken by it under this Agreement.
- b) Vendor shall provide for deployment suitably qualified Associate(s) to the Company within the same day or one working day of receipt of requirement from the Company for appointing Associate(s). Vendor agrees to provide these candidates to the Company before any Associate is deployed with the Company.
- c) In the event of the Vendor Associates/s employed at the Said Premises of the Company leaving before the stipulated period of an assigned task, the Vendor agrees to arrange for replacement of such Associate(s) within a period of fifteen (15) days, failing which the Vendor shall be liable for a penalty equivalent to twice the daily wages of such Associate(s) for each day's delay



- starting from the 16th day of the employee leaving the Said Premises as aforesaid until the replacement of such Associate(s) joins the Said Premises.
- d) In case the Company is not satisfied with performance of any of the Associate/s, the Vendor agrees to replace such Associate / s.
 - e) Vendor shall provide seven days a week, 24 hours online/telephone service which is easily accessible to the Company and/or its Associate / s regarding any queries, information etc.
 - f) Vendor shall ensure that its Associate/s employed at the Said Premises are fit to carry on the work under this Agreement and shall obtain a declaration to that extent from the Associate/s in the form and manner required by the Company including that they are not suffering from any chronic or contagious disease. The Company shall be free to get the Vendor's Associate/s medically examined by the medical officer of its choice at its expense from time to time and the Vendor shall be bound to remove the Associate/s who is declared unfit by such medical officer.
 - g) Vendor shall, as the employer, have the exclusive right to terminate the service of any of its Associate/s to fulfill its obligations under this Agreement and to substitute the Associate(s) on the same day or by next day of termination of such Associate(s). Any changes in the Associate / s or their duties and responsibilities as agreed by the Parties, will be made only by mutual consent, in writing and signed by authorized signatory of both the Parties.
 - h) Vendor shall ensure that salaries are timely paid to the Associate/s. In the event that Vendor fails to make payment of salary or makes a short payment thereof, the Company shall have the right to make such payments to the Associate/s and to recover the same from amounts due to the Vendor and/or to recover the same as a debt due from Vendor.
 - i) The Vendor shall maintain all prescribed registers and/or records required to be maintained under applicable laws. All and any of such registers and or records shall be made available to the Company for scrutiny and/or for taking copies thereof.
 - j) The submission for perusal or scrutiny by the Company of records and/or registers maintained by Vendor shall in no way absolve Vendor of its duties and obligations under this Agreement.
 - k) The Vendor agrees that the Vendor's Associate/s shall remain the employees of Vendor and no liability in respect of all or any of them shall vest in, deem to vest in or be construed as vesting in the Company. Vendor shall alone be responsible in respect of employment, salary, discharge, punishment, disciplinary action etc. of Vendor's Associate/s and the Company shall have no responsibility or liability of control over them except for compliance of Said Premise rules of the Company.
 - l) Vendor and its Associate(s) shall ensure compliance with site rules of the Company during ingress, continuance and egress at the site of the Company.
 - m) Vendor shall intimate the Company, the names and other particulars of the Vendor Associate/s.
 - n) Prior to deputing the Vendor Associate/s at the Said Premises, the Vendor shall verify good character, conduct and behavior of each such Vendor's Associate/s.



- o) Vendor's Associate(s) shall be the exclusive employees of Vendor taken by issuance of proper appointment letters and shall in no event be deemed to be in the employment of the Company. Vendor alone shall be liable to supervise, control and manage its Associate/s. Vendor shall issue identity cards to its Associate/s and each of such Associate/s shall display and wear their identity cards all throughout their presence at the Said Premise of the Company.
- p) Vendor shall be responsible for consequences and liabilities arising from all statutory compliances that are to be ensured by Vendor under this Agreement and hence the Company shall not be responsible for the same. The Vendor agrees to promptly reimburse any expenses incurred by the Company with respect to compliance with labour laws pertaining to the Vendor's Associate(s).
- q) Vendor will not make any promises, representations, warranties or guarantees on behalf of the Company without the prior consent in writing of the Company.
- r) On the expiration of this Agreement or any earlier termination thereof, Vendor shall remove its Associate/s and agents from the Said Premises and every part thereof. On such expiry or earlier termination of this Agreement, Vendor, its Associate/s, agents, servants, etc. shall be deemed to be trespassers and the Company shall be entitled to remove them from the Said Premises and also to prevent them from entering into the Said Premises.

6. Confidentiality:

- a) The Vendor shall treat this arrangement as strictly confidential and shall not disclose, divulge or distribute any Confidential Information or documents given to it and/or to which it may be given access to, pursuant to this arrangement, to any person whomsoever.
- b) Without prejudice to the generality of the foregoing, the Vendor shall ensure that the obligations arising out of this clause shall be adhered to by all its partners, directors, managers, servants, employees, agents and representatives during the subsistence of this Agreement and thereafter.
- c) All the material supplied and the Confidential Information provided to the Vendor under this Agreement shall be the sole property of the Company and will not be shared or disclosed to any third party. Upon termination of this arrangement, or as may be requested by the Company, the Vendor shall forthwith deliver to the Company all Confidential Information including materials, records, correspondence, cheques, forms and applications and other documents, material relating to or pertaining to the business of the Company in possession of the Vendor.
- d) For the purpose of this Agreement, "Confidential Information" shall mean all communications and all information whether written, visual or otherwise and all other material supplied by the Company to the Vendor and shall include such information and material supplied by any of the affiliates of the Company in pursuance of this Agreement. Vendor agrees that any of the Company's



technical or business information that Vendor's Associate/s acquire while on the Said Premise, or through access to the Company's computer systems or databases while on or off the Said Premises or any information pertaining to the Company, known to the Associate(s), shall also be deemed as Confidential Information. As per the directions given by IRDAI from time to time, Vendor is required to take reasonable efforts to maintain the confidentiality of the Confidential Information and results or outputs of the same. The Vendor agrees and understands that all such Confidential Information has been provided to the Vendor in fiduciary capacity and the Company remains the owner of all the Confidential Information.

- e) In case the Vendor is required to disclose the Confidential Information pursuant to any requirement, of any court or any government agency requesting the same by a written order, the Vendor shall immediately notify the Company of such a requirement in writing prior to such disclosure and shall only disclose such portion of Confidential Information as is required to comply with the aforesaid requirement. Any Confidential Information (or part thereof) disclosed pursuant to this clause shall continue to remain confidential for all other purposes.
- f) This obligation shall survive the expiration or earlier termination of the Agreement, unless otherwise specified in Schedule 1.

7. Corporate Authority:

The Parties represent that they have taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

8. Audits:

- a) The Vendor undertakes to maintain and preserve the records pertaining to the activities carried out by it in furtherance to this Agreement.
- b) The Vendor shall neither prevent nor impede the Company from meeting its regulatory obligations, nor the IRDAI or any other regulatory or law enforcement authority from exercising its powers for conducting inspection, investigation, obtaining information from either the Company or Vendor. The authorized representatives of IRDAI/such other authority will have the right to examine the books, records, information, systems and the internal control environment of the Vendor (or sub-contractor as applicable), to the extent that they relate to the Services being performed. IRDAI/such other authority shall also have access to any internal audit reports or external audit findings of the Vendor in connection with the Services. The Company shall also be entitled to conduct audit and also inspect the premises of the Vendor where the Services are carried out by providing a prior notice of a reasonable period.



9. Performance Monitoring:

The Vendor hereby agrees to render the Services to the satisfaction of the Company and the Company shall have the right to monitor and review, on a periodic basis, the performance and progress of Vendor in terms of quality, quantity, timeliness and to meet legal and regulatory obligations.

10. Security Control Processes/Disaster Recovery:

The Vendor shall ensure that it, or any of its assignees/sub-contractors/agents etc. performing the Services at any stage of the supply chain, shall maintain, sufficient security practices, control processes and checks in respect of the Services. The Vendor shall maintain a business continuity plan and shall monitor on regular basis and disclose any breach in the security practices / processes and controls to the Company. The Vendor hereby represents and warrants to the Company that it has established and maintains contingency plans including plan for disaster recovery and periodic testing of back up facilities to ensure business continuity, safeguard and retrieve the documents and records.

11. Proprietary Rights:

- a) Vendor hereby acknowledges, agrees and confirms the Company's title, interest and sole ownership over the entire intellectual property rights in respect of the Services, Work and other material, at any time created by Vendor and paid for by the Company for the duration of the contract. This includes any and all products that may be generated as a result of the Services and obligations in all form, format and media, in all the languages existing in the world, for the entire term of the copyright and the entire territory of the world ("Rights"). Further, Vendor will also execute, acknowledge and deliver to the Company any and all documents the Company may deem necessary to evidence and effectuate all or any of the rights of the Company under this Agreement.
- b) As between the Vendor and the Company, all rights and title in all trade names, service marks, logos, materials of the Company and its products which the Company represents (collectively, the "Intellectual Property") shall belong exclusively to the Company. The Vendor shall not claim adversely to or challenge the rights of the Company, its affiliates with respect to any Intellectual Property thereof. The Vendor shall be permitted to use any material containing any of the Intellectual Property of the Company only and only in accordance with the instructions of the Company. The Vendor shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark, which is the same or deceptively similar, which contains or which, in the opinion of the Company resembles any of the Intellectual Property.



- c) Vendor agrees that all the materials supplied by the Company and or materials prepared by Vendor pursuant to or connected with this Agreement at all times shall remain the exclusive property of the Company and Vendor shall not in any manner use the same or dispose the same without prior clear written consent of the Company.

12. Termination:

- a) The Vendor shall not be entitled to terminate this Agreement during the 'Lock-in-period' as mentioned under Schedule 1. After the expiry of Lock-in-period, the Vendor may terminate the Agreement with or without assigning reasons by giving prior notice to the Company in writing as per the 'Notice Period for Vendor' mentioned under Schedule 1. During the said notice period, the Vendor shall continue to provide Services as per terms & conditions of this Agreement.
- b) The Company shall have the right to terminate this Agreement without assigning any reason, by providing a prior written notice to the Vendor as per the 'Notice Period for the Company' mentioned under Schedule 1 (emails permitted).
- c) The Company at its sole discretion may terminate this Agreement immediately and without giving any written notice to the Vendor on occurrence of one or more of following event:
- i. Any representations of the Vendor being proved erroneous or incorrect; or
 - ii. Any breach by Vendor of any terms of this Agreement; or
 - iii. The Vendor becoming insolvent or bankrupt or any material change to corporate form or is wound up or a trustee or a liquidator or a receiver is appointed for the Vendor or a substantial part on Vendor's property or any winding up proceedings are initiated against the Vendor voluntary or otherwise, the Company is convinced of the inability of the Vendor to meet its obligations under this Agreement; or
 - iv. Vendor doing any act, deed or thing which in the opinion of the Company prejudices the rights of the Company under this Agreement, Vendor having execution or sequestration levied against its estate or any of its properties are seized under any distress, execution or any other process; or
 - v. If the continuance of Vendor under this Agreement is likely to result in loss of goodwill or reputation of the Company or any of its directors or officers: or
 - vi. Failure to conform to or breach by Vendor of any applicable law; or
 - vii. The Vendor not adhering to the provisions of Insurance Act, 1938 and IRDAI regulations and Guidelines issued from time to time.
- d) Where the Company has asked any of the Associate/s referred to in this Agreement to leave before the end of the specified task duration, the Company shall pay the proportionate payment due for such Associate till the date of



termination of such Associate(s) and upon such payment to the Vendor, the Company shall not be liable to pay any additional amount whatsoever. However, the Company shall not be liable to make any payment as aforesaid, if it relates to any of the reasons mentioned in clause 15 (c) above.

- e) Upon expiry or early termination of this Agreement, Vendor shall immediately stop using all Confidential Information and shall transfer the same to the Company including materials, records, documents etc. created by and/or made available to the Vendor under this Agreement. Further, Vendor shall provide a written confirmation certified by the authorized signatory of Vendor that Vendor has returned the aforesaid material/data and does not hold a copy /back-up of the same in any form and format whatsoever.
- f) It is hereby agreed and understood by the Vendor that the provisions of this clause shall not limit or restrict nor shall the Company be precluded from pursuing such further and other legal actions, against the Vendor for any breach or non-compliance of the terms and conditions of this Agreement.

13. Indemnity:

- a) Vendor agrees and undertakes to indemnify the Company against any loss/fine/penalty or any other liability imposed upon the Company on account of default/irregularity in payment of any/all statutory dues and/or employee benefits of the Associate(s). Reference to "Vendor" shall include Vendor and its officers employees, agents, representatives, consultants and/or other authorized persons.
- b) The Vendor agrees and undertakes to indemnify, save, keep harmless and at all times keep the Company and/or its directors and employees indemnified from and/or against all claims, demands, actions, proceedings, fines and penalties brought against the Company and/or its directors and employees by any statutory authorities/government authorities arising out of default of Vendor with regards compliance mandated by applicable laws. The Vendor also agrees and undertakes to indemnify, save, keep harmless and at all times keep the Company and/or its directors and employees indemnified from and/or against any cost incurred, or loss suffered, by the Company on account of breach of terms and conditions of this Agreement by the Vendor or for the acts and omissions of the Associate(s).

14. Compliance with Laws:

- a) This Agreement shall always be subject to the provisions of the Insurance Act, 1938 and the regulations and guidelines of the Insurance Regulatory and Development Authority of India, in force and as may be amended from time to time. Vendor shall ensure compliance with all applicable union, state and local laws, ordinance, regulations, as amended from time-to-time, with respect to the subject matter of this Agreement concerning the Vendor. Without prejudice to the generality of the foregoing sentence, the Vendor shall strictly



observe and comply with the provisions of labour laws, including but not limited to, the laws relating to minimum wages, provident fund, employees state insurance, non-engagement of minors in respect of the Associate/s, Contract Labour (Regulation and Abolition) Act, 1970 and its rules, regulations and notifications issued thereunder from time to time. The Vendor shall also maintain and renew all registrations and licenses in respect thereof, any cost arising from thereunder to be borne by the Vendor.

- b) Vendor shall when called for by the Company make available documentary evidence of valid license, registrations and permissions that may be required under the laws prevalent from time to time. The Vendor shall ensure that all such licenses, registrations and permission where required to be renewed shall be kept valid and subsisting throughout the term of this Agreement.

15. Force Majeure:

Neither Party shall be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. For the purpose of this clause, "Force Majeure" means fire, explosion, flood, Act of God, act of terrorism, war, rebellion, riots, or sabotage or events or circumstances which are wholly outside the control of the Party affected thereby. Where, such event continues to exist for a continuous period of 3 months or more, the Parties hereby agree that the Agreement shall stand terminated.

16. Relationship between Parties:

This Agreement is on a principal-to-principal basis and the Company does not hold any responsibility of Vendor Associate/s and there will not be any relationship of master and servant between the Company and Associate/s.

17. Sub-Contractors:

The Vendor shall not sub-contract the whole or a substantial portion of the Outsourced activity. The Vendor may appoint a sub-contractor for providing assistance to the Vendor in rendering the Services under this Agreement only after obtaining a prior written consent of the Company. Further, the Vendor shall be solely responsible for all acts and omissions of such sub-contractors.

18. Assignment:

The Vendor shall not, without the prior written consent of the Company, assign its rights or obligations or benefits under this Agreement to any person whatsoever. The Company shall be entitled to freely assign this Agreement, and/or its rights and/or obligations herein to any person, including but not limited to its affiliate/group companies.



19. Governing Law and Jurisdiction:

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India and the courts of Mumbai shall have sole jurisdiction in respect of any dispute or difference arising between the Parties under this Agreement.

20. Miscellaneous:

a) Amendment and Waiver

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by both the Parties, and in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

b) Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five days after being dispatched by post and if sent by courier, three days after being dispatched by courier.

The addresses referred to hereinabove are:

If to the Vendor:

The address as mentioned under Schedule 1

If to the Company:

Kotak Mahindra Life Insurance Company Ltd,
7th Floor, Kotak Infinity Building No. 21, Infinity Park,
Off Western Express Highway, General A.K Vaidya Marg,
Malad (E), Mumbai - 400097

c) Survival

The clauses 6- Confidentiality, 8- Audits, 12(d)- Return of Confidential Information and 13- Indemnity will survive the expiration or earlier termination of the Agreement.



d) Severability

If any clause or any part of this Agreement or the application of the same to any Party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, the terms of which shall remain in full force and effect.

e) Entire Understanding

This Agreement signifies the entire understanding of the parties and supersedes all prior agreements, written or oral. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

f) Further Assurance

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents.

g) Headings

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

h) Schedules, Part of Agreement

This Agreement together with all Schedules hereto forms a single Agreement between the Parties hereto. However, in case of contradiction between the terms mentioned herein and the terms of the schedules, the terms mentioned herein shall prevail.

i) Counterparts

This Agreement may be signed in duplicate, the original shall remain with the Company and the duplicate shall be with the Vendor.

j) Stamp Duty

The Stamp Duty in respect of the present Agreement shall be solely borne by Vendor and if the Stamp Duty is paid by the Company then the same shall be deducted from the payment to be made to Vendor.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first above written.

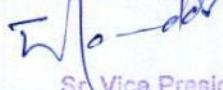
SIGNED AND DELIVERED
BY THE WITHIN NAMED
Kotak Mahindra Life Insurance
Company Limited

Name:
Designation:

Witness:
Name & Signature

SIGNED AND DELIVERED
BY THE WITHIN NAMED
[Vendor]

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

Name:
Designation:

Witness:
Name & Signature



Schedule 1
(Agreement Details)

1.	Vendor:	Premier Vigilance & Security Pvt. Ltd.
2.	Status of Vendor:	Housekeeping service
3.	Registered Office/Principal place of business of Vendor:	4B, Orient Row, Kolkatta - 700 017.
4.	Effective Date:	01-11-2021
5.	Term of the Agreement:	Five years (60 months)
6.	Confidentiality obligation of Vendor [(read with Clause 6 (f)]:	NA
7.	Lock-In-Period [(read with Clause 12 (a)]:	Nil
8.	TAT:	As mentioned in scope of services
9.	Notice Period for Vendor [(read with Clause 12 (a)]:	30 days
10.	Notice Period for Company [(read with Clause 12 (b)]:	15 days
11.	Address for service of notice on Vendor	4B, Orient Row, Kolkatta - 700 017.

Schedule 2 (Services)

Scope of Services

The scope of work will include but not limited to providing Comprehensive Housekeeping, Janitorial and Waste Management services at the above mentioned premises.

- Deployed associate for Housekeeping and Caretaker services should perform minimum of 8 and 12 hours of duty respectively.
- To ensure thorough cleanliness of complete flooring of the premises all the time including the work/office/production floor, service rooms, passages, lobbies, restrooms and toilets etc. consisting of the following activities:
- Thorough cleaning, dusting, wet and dry sweeping of all floors areas.
- Removal of garbage from the premises including its collection at one place and arrangement for its disposal away from the said premises as per the statutory norms and as per Company's directions.
- Periodic deep cleaning works including scrubbing, polishing, buffing of floors/walls etc.
- Weekly cleaning of carpets including dry vacuuming, spot cleaning, removal of cobwebs, false ceiling, AC grills, M & E equipment's (under the supervision of technical staff).
- Monthly cleaning, scrubbing and buffing of all Vinyl/other floors & skirting areas within the said premises.
- Regular cleaning of fittings and fixtures including luminaries, handrails, special features, signage and graphics, blinds, wood panelling, glass partitions, computers, telephones, office equipment's, cigarette disposal units, potted plants, etc.
- The contract value includes equipment's, trained manpower, uniforms and accessories, supervision and administrative expenses. Only approved eco-friendly cleaning consumables / equipment's manufactured by reputed companies shall be used.
- Maintenance of the material inventory including its storage and usage details at the said premises.
- The duty supervisor must be provided with suitable communication equipment to facilitate easy accessibility at all times.
- The Vendor should ensure to rotate the personnel deployed by him at Company premises every 180 days in the same city or at any other feasible location. But rotation should not be done within Company branches.

Any other specific service not listed above, but which is forming part of the category of service as may be required in due course.

Schedule 3

(Payment Terms)

Contract Number:- 2021-22/HK/009

A. Fee Details

Amount of Fee payable by Company to the Vendor:

Sr. No	State	House-keeping (Unit rate per month in Rs.)
1	Assam	Rs. 13989/-

B. Other Payment Terms

S. No.	Item	Details
1.	Fees are inclusive or exclusive of Goods and Services Tax and cess as applicable	Inclusive/Exclusive
2.	Frequency of raising of invoices by the Vendor	
3.	No. of days within which Company is required to make the payment	<u>30</u> working days from the date of receipt of the correct and valid invoice

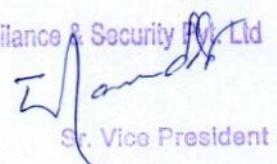
SCHEDULE 4

S. No	Name of the State	GST Number	Address of principal place of business in the state as per GST registration		
			Address	City	PINCODE
1	Assam	18AAACO3983 B1ZJ	Jain Complex,2nd & 3rd floor,GS Road, Opp. Mizoram House,Guwahati-781 005	Guwahati	781005
2	Bihar	10AAACO3983 B1ZZ	"Grand Plaza", Unit no. 4006, 4th floor, Municipal Survey Plot no. - 94, Circle no - 6, Ward no. 18,Frazer Road, PO-GPO, PS- Kotwali, Patna, Bihar - 800001.	Patna	800001
3	Chattisgarh	22AAACO3983 B1ZU	"Lal Ganga Shopping Mall", Shop No. 138 to 147, 1st floor, GE Road, Raipur-492001.	Raipur	492001
4	Goa	30AAACO3983 B1ZX	Shop No. 503 and 504, 5th floor, "Gera Imperium - 2", Situated at Patto Plaza, Panaji, Goa - 403001	Panjim	403001
5	Gujarat	24AAACO3983 B1ZQ	502-503,5th floor,Rembrandt building,Opp Associated petrol pump,C.G.Road,Ellisbridge, Ahmedabad-380006	Ahmedabad	380006
6	Jammu and Kashmir	01AAACO3983 B1ZY	First floor, 102(B-1), Bahu Plaza, Rail Head Complex, Jammu-180004.	Jammu	180004
7	Jharkhand	20AAACO3983 B1ZY	4th & 5th Floor,Roshan Tower,Main Road,Bistupur,Beside Sachdeva Cycle mart, Jamshedpur-831001(Jharkhand)	Jamshedpur	831001
8	Karnataka	29AAACO3983 B1ZG	2nd Floor, Site No. 2013, Situated at Hal II stage, Indira Nagar, 100 Feet Road, Bangalore-560038.	Bangalore	560038
9	Madhya Pradesh	23AAACO3983 B1ZS	Office No.3 & 4, Ranjeet Towers, First Floor, Plot No. 8, M.P.Nagar Zone - II, Bhopal (M.P.) - 462011	Bhopal	462011
10	Maharashtra	27AAACO3983 B1ZK	Kotak Towers, 7th Floor, Building No. 21, Infinity Park, Off Western Express Highway, Goregaon-Mulund Link Road, Malad(E), Mumbai-400097.	Mumbai	400097
11	Odisha	21AAACO3983 B1ZW	3rd Floor, Radhika Complex, Cuttack Road, Jharpada, Post Budheswari, Bhubaneswar 751 006	Bhubaneswar	751006

12	Punjab	03AAACO3983 B1ZU	Sco 35, 2nd floor, Above Diwan Sahib Ranjit avenue, Distt. Shopping Complex, Amritsar-143001	Amritsar	143001
13	Tamil Nadu	33AAACO3983 B1ZR	Kotak Life Insurance , Neeladri Building, 2nd Floor, No. 9, Cenatoph Road, Teynampet, chennai-18.	Chennai	18
14	Tripura	16AAACO3983 B1ZN	1st Floor, Jagannath Bari Road, Agartala-799001, Tripura. (West Tripura)	Agartala	799001
15	West Bengal	19AAACO3983 B1ZH	190 B Manicktala Main Road, Kakurgachi, Kolkata-700054	Kolkatta	700054
16	Delhi	07AAACO3983 B1ZM	1st floor, Situated at 33, Community Centre, New Friends Colony, New Delhi -110 065	Delhi	110065
17	Haryana	06AAACO3983 B1ZO	Unit no. 204 to 206, 2nd Floor, 'JMD Regent Square', Situated on Gurgaon Mehrauli Road, Village Sarhaul, Distt. Gurgaon - 122 001.	Gurgaon	122001
18	Rajasthan	08AAACO3983 B1ZK	First Floor (front portion), "Solitaire" Situated at 115/3, SPS Road, PWD Colony, Jodhpur, Rajasthan - 342 001	Jodhpur	342001
19	Uttar Pradesh	09AAACO3983 B1ZI	11, Halwasiya's Commerce House, 6th Floor, Unit no. 8 to 15, Mahatma Gandhi Marg, Lucknow, Uttar Pradesh -226001.	Lucknow	226001
20	Puducherry	34AAACO3983 B1ZP	"SJ Modern Tower" 2nd Floor, Situated at No: 13, Vallalar Salai, Kamaraj Nagar, Puducherry - 605001	Pondicherry	605001
21	Andhra Pradesh	37AAACO3983 B1ZJ	Unit No. 2B, 2nd floor, ISNAR PLAZA Situated at Main road, Dwarakanagar Visakhapatnam - 530 016	Visakhapatnam	530016
22	Chandigarh	04AAACO3983 B2ZR	S.C.O 141 / 42, 2nd floor, Sector 9-C, Chandigarh-160 009	Chandigarh	160009
23	Dadra and Nagar Haveli	26AAACO3983 B2ZL	Unit No. 101, 102 & 103, 1st Floor, Roshan Avenue - A, Silvassa Vapi Main Road, Silvassa, Dadra & Nagar Haveli - 396230	Silvassa	396230
24	Himachal Pradesh	02AAACO3983 B2ZV	1st Floor, "Hameer House", Situated at Khata No. 1735/1534/817, Mauja Kareru, Lower Chakker, Shimla, Himachal Pradesh-171005	Shimla	171005

25	Kerala	32AAACO3983 B1ZT	Daraa Tower, 2nd floor, Pazhaya Road, Medical College, Trivandrum, Kerala - 695 011,	Trivandrum	695011
26	Meghalaya	17AAACO3983 B2ZK	2nd floor, "Park Side", Situated at Barik, D. P. I. Compound, Near BSNL Office, Shillong, Meghalaya - 793001	Shillong	793011
27	Telangana	36AAACO3983 B1ZL	Al Samad Complex, 3-6-12 & 13, 3rd floor, Liberty Road, Opp. TTD Bhavan, Himayatnagar, Hyderabad-500029	Hyderabad	500029
28	Uttarakhand	05AAACO3983 B1ZQ	2nd floor, Shree Krishna Tower, Plot No. 159/129/96, Ballupur Road, Block 1, Chakrata Road, Dehradun, Uttarakhand-248001	Dehradun	248001

For Premier Vigilance & Security Pvt. Ltd



S. Vice President

Vendor Empanelment Form

New/Renewal	RENEWAL	
Name of the Vendor:	M/S Premier Vigilance & Security Pvt. Ltd.	
Department/ Services	ADMINISTRATION / Housekeeping	
Presence In State	Assam	
Brief Profile of the Vendor:	Providing Integrated Facility Management which involves House Keeping, Manpower Outsourcing.	
ESIC (Yes/No)	Yes	
P.F. (Yes/No)	Yes	
Vendor background		
In Business Since	1985	
Working with KLI Since	2010	
Employee strength	Overall 4500 employee in PAN India basis	
Infrastructure	PAN India	
Entity Type	PAN India	
Promoter / Key Man background		
Promoter Name	Ranajit Aditya Chaudhuri-Managing Director, Pinakpani Aditya Chaudhuri - Director Sandip Aditya Chaudhuri - Director	
Promoter Stake		
Promoter Experience	1985	
Vendor Evaluation		
Financial performance: Whether vendor's financial performance has been steady over the period of time. Has vendor incurred heavy losses or saddled with debt or having negative net worth which might impact deliveries adversely	Not applicable	
Past Experience and Competence: The area of expertise of the vendor and its experience/competencies in making timely and complete delivery of assignment	Yes , within stipulated time	
Key Customers	Coal India Limited, Zoological Survey of India, National Aluminium Company Limited, Punjab National Bank, Bank of Baroda, State Bank of India, National Institute of Technology, Durgapur, Institute of Neuroscience, Kolkata	
Capacity Evaluation: Does the vendor have the capacity to timely deliver the assignment in terms of volume considering its branches/workstations/employee strength. Is the vendor properly managing its manpower in terms of their optimum utilization	Yes , within stipulated time	
Complaints : Instances of complaints against the vendor Complaints redressal framework prevalent at the vendor	No	
Due Diligence of Employees: Is there a process in place with the vendor to carry out employee's Due Diligence while recruiting them	Yes	
Rates: Monthly cost to the company excluding Taxes	Rs. 13,989/- excluding taxes per head per month	
Presence in KLI: No.of branches covered	Bongaigaon, Silchar and Jorhat	
Group Tie-up: Is the vendor providing services to Kotak Group Companies and their contracted rates.	Kotak Mahindra Bank in West Bengal, Bihar, Odisha, UP, MP, UK, Haryana, Chandigarh, HP, AP, Assam, Chattishgarh, Jharkhand, Meghalaya, Tripura . In West Bengal there is Central Rate and other state follow state rate	
Group Rates		
Any KLI Employee Relative	Not applicable	
Recommendation:		
Prepared: Jitendra Mahadik	Reviewed: Nitesh Chirawawala	Head of Department: Deepak Kavlekar

For Premier Vigilance & Security Pvt. Ltd



Sr. Vice President



MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PREMIER VIGILANCE & SECURITY PRIVATE LIMITED HELD ON 16TH AUGUST, 2019 AT THE REGISTERED OFFICE OF THE COMPANY AT 4B, ORIENT ROW, KOLKATA – 700017 AT 10.00 A.M.

DIRECTORS PRESENT

1. Mr. Ranajit Aditya Chaudhuri
2. Mr. Pinakpani Aditya Chaudhuri
3. Mr. Sandip Aditya Chaudhuri

Mr. Ranajit Aditya Chaudhuri took the Chair and presided over the meeting.

Notice calling the meeting was read by the Chairman.

Minutes

Minutes of the previous meeting was read, signed and confirmed by the Chairman.

Authority to sign Agreements, Contracts, Work Orders, Tenders etc.

The Chairman informed in the Board Meeting that it is necessary to sign Agreements, contracts, work orders, tenders and other documents related to all the clients of the Company for providing security and facility services. It is also informed by him that the Board of Directors should give sanction to sign these papers so that the Company may also renew the contract with the clients for providing security and facility services. The Chairman further informed that Board has decided to empower Mr. Ranajit Aditya Chaudhuri, Mr. Pinakpani Aditya Chaudhuri, Mr. Sandip Aditya Chaudhuri, Directors of the Company severally to sign all service agreements, documents, contracts, Work Orders, Tenders etc for providing services to its clients.

The Board has further decided to authorize severally Mr. Tushar Kanti Samaddar- Senior Vice President (Human Resource), Mr. Rajatava Bagchi- Senior Vice President (Operations & Training) and Capt. Pranjal Das (General Manager-Operation) to execute agreements, contracts, work orders, tenders and other documents necessary on behalf of the Company for providing services to its clients.

After discussion the following resolution was passed:

"Resolved That Mr. Ranajit Aditya Chaudhuri, Mr. Pinakpani Aditya Chaudhuri, Mr. Sandip Aditya Chaudhuri, Directors of the Company be and is hereby severally authorized to execute necessary agreements, contracts, work orders, tenders and other documents for carrying out security and facility services to the clients."

For Premier Vigilance & Security Pvt. Ltd.

Tushar Kanti Samaddar
Sr. Vice President



PREMIER VIGILANCE
& SECURITY PVT. LTD.
AN ISO 9001 : 2015 COMPANY
Investigation, Security, Property & Cash Management Experts

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Adm. Office : 100B, Park Street, Kolkata - 700 017
Phone : +91-033-4070 1142 / 43 Fax : 033-4000 2604
E-mail : admin@pvsindia.in
CIN No. : U74920WB1985PTC038489

"Resolved Further That Mr. Tushar Kanti Samaddar- Senior Vice President (Human Resource), Mr. Rajatava Bagchi- Senior Vice President (Operations & Training), Capt. Pranjal Das (General Manager-Operation) be and is hereby severally authorized to sign Agreements, Contracts, Work Orders, Tenders and other documents with its clients for providing services for and on behalf of the Company."

There being no other business to transact the meeting terminated with a vote of thanks to the Chair.

Certified True Extract
For and on behalf of the Board

Ranajit Aditya Chaudhuri
Director

Pinakpani Aditya Chaudhuri
Director

Sandip Aditya Chaudhuri
Director

Signature of Authorised Signatories :

Mr. Tushar Kanti Samaddar
Senior Vice President
(Human Resource)

Capt. Pranjal Das
General Manager
(Operations)

Mr. Rajatava Bagchi
Senior Vice President
(Operations & Training)

Signature Attested By :

Ranajit Aditya Chaudhuri
Director

Pinakpani Aditya Chaudhuri
Director

Sandip Aditya Chaudhuri
Director



For Premier Vigilance & Security Pvt. Ltd.

Tushar Kanti Samaddar
Sr. Vice President