**HSS/HQ/HR-27/2023/ 30thJune 2024**

Contract Agreement

**This Contract Agreement of Security Services is drawn on30th June 2024**

**BETWEEN**

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| --- | --- |
| **Name: *Heruka Security Services***  **P.O.BOX. No.-2066,**  **Phone No.:17854873/ 17541433**  ***Head office: Hongkong Market, Thimphu***  ***Training Centre: Pemi-thang, Wangdue***    **(Here after called as HSS)** | **Name: Bhutan Postal Corporation Limited**  ***Location:\_Changlam, Thimphu - 11001***  ***Phone No.: 02322281***  **(Hereafter called as Client)** |

The HSS herein referred to as contractor for provision of security services and the Client herein referred to as employer of the security services shall enter into the following terms and conditions:

1. **General**
2. The terms “HSS” and the “Client” shall be used whenever required as legally agreed among

the parties.

1. Both the parties legally entered into this agreement guided by terms and conditions.
2. HSS shall provide the security services as per terms and conditions laid down in the

subsequent provisions.

1. The **Client** shall pay **HSS** the monthly security services charges within the first week of

the subsequent month.

1. **Obligation of HSS**

a) Subject to the **Limit of Liability,** HSS shall indemnify and hold harmless the **Client** and

its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by HSS or any of its employees engaged in the provision of the Guarding Services to the **Client**.

or

1. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss,
2. damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of HSS’ security personnel, or   resulting from events caused by the acts of the **Client**, its employees or agents; or
3. **Client`s Obligation**

a) No employee of HSS shall be contracted or employed by the **Client** within a period of 6

months after such employee ceases to be employed by HSS (each a “**Restricted Employee**”). The **Client** may recruit an employee of HSS only after a clear gap of ***six months***from the date of his ceasing to be employed by HSS.

b) The Guarding Services to be provided by HSS under this Agreement are for the exclusive use of the **Client** at the Premises and cannot be subcontracted to or used by third party or transferred to an-other premises without prior written consent of HSS.

c) Except as expressly otherwise provided, the **Client** will take all actions required to be taken by the Client under applicable law to avoid any damage, loss or injury to HSS’s security personnel and equipment at the Premises and will, at its own expense, provide in a timely manner all equipment and facilities at the Premises as reasonably required by HSS to enable its employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, security officers’ office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, and registers.

d) The **Client** shall comply with and fulfill all reasonable instructions and security recommendations, if any, made in writing by HSS in connection with the performance of the Guarding Services.

e) The **Client** shall provide on a timely basis all information and materials reasonably required to enable HSS to provide the Guarding Services. HSS will rely on, and will not independently verify, the accuracy and completeness of any information supplied by the **Client**. The **Client** shall be responsible for informing HSS of any changes to the information originally presented to it.

f) To enable HSS to provide the Guarding Services, the **Client** shall ensure that its employees are available, during the **Client’s** ordinary business hours, to provide such assistance, as HSS reasonably requires and that HSS is given reasonable access to the members of the **Client**’s staff as specified in **Schedule II Assignment Instructions**. If any of the **Client**’s staff fails or is unable to perform as required, the **Client** shall make suitable additional or alternative staff available.

1. **Confidentiality**

The **Parties** shall ensure that its employees and agents do not disclose, divulge or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This

obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

1. **Payment**
2. The **Client** shall pay HSS’s invoices as per the Charges specified in **Schedule I,** within **10 working days after the date of receipt of the invoice** by the **Client**.  Any objection by the **Client** to any such invoice raised by HSS should be made within 10 working days from the dates of the invoice, failing which the invoice shall be deemed to have been accepted by the Client without dispute.
3. Payment shall be deducted if Heruka Security Service fails to replace the guard drying

official service.

**Duration of Contract**

The Contract shall remain in force for the period of 1**year from**the Start Date unless or until terminated by either party giving the other party not less than one months’ written notice at any time (“the “**Contractual Period**”)**.** Thereafter, the Contract will be automatically renewed for like terms unless terminated by either party giving the other party not less than one month’s written notice of termination at any time

**7. Additional Services**

a) If HSS agrees to provide any security services requested by the **Client** in addition to the Guarding Services (the “**Additional Services**”), such Additional Services shall be subject to the terms and conditions of this Contract.  Additional Services shall be provided at the rates shown in Schedule 1 under Additional Services. Where the Client requires Additional Services on a long-term basis then a further Schedule 1 specifying such Additional Services shall be appended to the Contract and shall form part of the Contract from date of signature by both Parties.

b) Such Additional Services shall be supplied on receipt of a signed instruction, signed by an authorized representative of the **Client** that shall form part of the Contract.

c) HSS will raise invoices for any Additional Services monthly in arrears and the **Client** shall pay such invoices within 30 days after the date of receipt of such invoices. The provisions of Part VI shall apply to such invoices.

**8. Termination**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

a) The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);

b) This Contract may be terminated by either party without cause by giving the other party one month’s prior written notice thereof.

c) This contract may be terminated if in case there is any failure in performing duty from the part of our security personnel.

**9. Governing Laws and Settlement of Disputes**

Any dispute arising out of interpretation or implementation of this contract agreement in the first instance shall be taken up for amicable settlement, failing which dispute will be dealt with applicable law of the Kingdom of Bhutan.

**IN WITNESS WHEREOF *the Parties hereto have affixed their signatures on the day and year first hereinabove mentioned at Thimphu, and executed this Agreement in Two Originals and retained a copy each.***

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| --- | --- |
| **Seal and Sign on behalf of the Clients:**    Name:  Position:  Phone Number:  Date: | **Seal and Sign on behalf of the HSS:**    Name: **Passang Jigme**  Position:**HR Manager**  Phone Number:**77601976/17854873**  Date:**29th June 2023** |
| **Witness from Client:**  Name:  CID No.:  Village:  Gewog:  Dzongkhag:  Contact**#** | **Witness from HSS:**  Name**: Jamyang Loday**  Position **:Asst HRO**  CID No.**:11602002424**  Village:**Yup**  Gewog:**Jamkhar**  Dzongkhag:Trashi Yangtse  Contact**#77622398/17774621** |

**Annex I**

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

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| --- | --- | --- | --- | --- | --- |
| **No. of**  **Guards** | **Position** | **Shift Hours** | **Rate per Guard(per month)** | **Total Cost**  ***Per Month*** | **Remarks** |
| **3** | Security Guards | 12 hours | 15,500.00 | 46,500.00 | **Day duty 2 Guards**  **Night duty 1 Guard** |
| **Total** | | | | **46,500.00** |  |

**Guarding Services**

The total amount payable for the Guarding Services for the period of **12 months days/months/years**commencing from **01/07/2024  to 30/06/2025**.

**Additional Services:**  Additional /ad-hoc Services shall be provided by **HSS** and will be charged in accordance with the rates for Additional Services set out in this Schedule I.

**Mode of Payment:** Account Payee Cheque / Demand Draft / Bank Transfer

**Annex II ASSIGNMENT INSTRUCTIONS**

(In this Schedule HSS shall detail the Guarding Services to be provided and also other information, instructions of the **Client** and instructions to the **HSS** employees posted at the **Client**s’ site. All such other aspects of the Contracts are to be mentioned.

**(Passang Jigme**

**HR Manager**

**Heruka Security Services**