

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT made at _____ on this _____ day of _____, 2012 (hereinafter referred to as the 'Agreement')

BETWEEN

_____, a Company registered under the Companies Act, 1956, having its Registered Office at _____, through its representative Shri. _____, age about _____, occupation _____, residing at _____ duly authorised by resolution dated _____. Hereinafter referred to as the COMPANY [Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the company, its executors, administrators and assigns]
PARTY OF THE FIRST PART.

AND

_____ a Company registered under the Companies Act, 1956, having its Registered Office at _____ office _____ through its representative Shri. _____, age about _____, occupation _____, residing

at _____ duly authorised by resolution dated _____.

Hereinafter referred to as the SERVICE PROVIDER [Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the company, its executors, administrators and assigns] **PARTY OF THE SECOND PART.**

(Company and Service Provider shall hereinafter individually be referred to as 'Party' and collectively as 'Parties')

WHEREAS the Company is engaged in the business of _____;

AND WHEREAS the Company is desirous of engaging the Service Provider to provide services as described hereinafter, at its factory premises at Gate No. _____ (hereinafter referred to as 'the Site'); on the terms and conditions stated herein below;

AND WHEREAS the Service Provider is engaged in the business of providing security services;

AND WHEREAS the Service Provider has expressed their keen desire to provide security services to the Company more appropriately as described hereinafter.

The Service Provider has also represented that they have necessary infrastructure, manpower and experience in providing security to manufacturing units and the Service Provider has represented that that he holds a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules made there under and other necessary registrations required under applicable

laws and is competent to provide the required services as envisaged under this Agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Company, the Parties hereby enter into this Agreement to provide such services on the terms and conditions appearing hereinafter.

(Company and Service Provider shall hereinafter individually be referred to as

NOW, THEREFORE, THIS SECURITY SERVICES AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Service Provider agrees to perform the work as assigned by the Company Management in the factory of the Company at the abovementioned Site, or at such locations as may be required by the Company. The Service Provider specifically agrees to provide such number of security personnel as required for the following functions:

- a. The Service Provider shall provide ____ Supervisor, ____ Security Guards per shift of 8 hours for round-the-clock deployment on 3 shifts basis, throughout the year.
- b. The above-mentioned Security Guards and Supervisor shall be deployed in the following manner;

Sr. No.	Staff Type	Deployment	Remarks	No. of

		Post		Staff

2. The Service Provider agrees to deposit with the Company a Security Deposit amounting to Rs. _____/- (Rupees _ (Amount in words)_ Only) prior to the commencement of the work under the Agreement and it shall be refundable on the termination of or earlier determination of this Agreement.
3. The Service Provider shall deploy such Security Guards and Supervisors below the age of 45 years.
4. The Service Provider shall ensure round-the-clock high standard security on all the seven days of the week to safeguard the premises and assets of the Company.
5. The Security Guards and Security Supervisors deployed by the Service Provider for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
6. The Service Provider will provide all material(s) / equipment(s) required for day to day security including but not limited to Torch, Whistles, Batons and

neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.

7. Entry in the said factory is restricted. The Security Guards on duty at the gates/reception will ensure that only the authorised persons enter the said factory after proper verification and intimation from the Company.
8. The Service Provider will not allow grazing of any type of animals; allow unauthorised entry to persons to roam about; cut trees /grass /firewood or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the factory premises.
9. In case of any damage, while performing the job due to negligence of the Service Provider or its employees, the cost of such damage shall be deducted at the discretion of the Company, from the amount payable to the Service Provider against his bills and / or security deposit.
10. The Service Provider agrees not to transfer or assign his rights under this agreement to any other party without prior written permission of the Company.
11. The Service Provider shall make all payments to such workers as per the applicable Law in force and shall ensure that such payments are disbursed by the seventh working day of every month in the presence of the designated Officer of the Company. The Security Guards employed by the Service Provider will be strictly under the supervision of the Supervisor appointed by

the Service Provider in that behalf and the responsibility to get the work done through the said employees will totally rest with the Service Provider.

12. (A) The Service Provider agrees to pay all the duties, fees and taxes under law in respect of the said work assigned to him and shall allow representatives of the Company at all reasonable times to inspect the related records and documents.

(B) The Parties agree that, every month the Service Provider shall raise bill as per the number of personnel serving as Security Guards, Supervisors and the same would be paid by Cheque by the Company within 10 days of receipt of the bill, subject to deductions such as TDS as applicable.

13. The Service Provider will be required to pay wages to its employees as per the requirements of the Minimum Wages Act and other applicable Laws as applicable from time to time and also comply with all other legal requirements such as payment of contribution to Employees State Insurance Scheme, Provident Fund Act (as per application), the provisions of Contract Labour Act, 1970 etc. and maintaining all the records etc. The Service Provider shall be responsible for such payment. If the Company is required to pay any amount due to failure on the part of the Service Provider, the Service Provider agrees to reimburse the same with all incidental cost.

14. The Service Provider shall be responsible for proper maintenance of all Registers, Records and Accounts as per the applicable laws so far as these relate to the compliance of any statutory provisions/obligations.
15. The Security Guards employed by the Service Provider shall be its employees and the Company shall be in no way responsible for any liability arising out of their employment with the Service Provider or for disbursement of any wages or statutory dues if any. The Service Provider shall indemnify the Company and keep the Company indemnified in respect of the labour employed by the Service Provider at all times.
16. All the security guards in the employment of the Service Provider who are required to work in the premises of the Company shall abide by all the instructions, rules and regulations laid down by the Company. The working hours of the Service Provider's employee's will be as per the timings notified by the Company. Any change in these working hours, as well as any holidays will be notified by the Company to the Service Provider in advance.
17. The Service Provider or his employees shall not use the premises of the said factory allotted to him for any purpose other than the purposes herein defined and shall not act in any manner as to cause any nuisance or annoyance to the Company or the personnel at the Company.
18. The Service Provider or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under this Agreement.

19. The Service Provider and the persons employed by him shall not divulge to outsiders any information about the equipment(s) installed in the said factory, divulge information about the employees of Company as well as the activities of the Company.
20. The contractual remuneration is subject to engagement of the requisite number of security guards every day in the required number of shifts during the period of this Agreement. In addition ___ security guard will also be provided to cater for weekly off. If the strength decreases than the above-required strength, in such event the proportionate amount will be deducted from the remuneration in that month.
21. The Service Provider or his employees shall not enter the premises of the Company under the influence of alcohol or any other intoxicant. If the Service Provider fails to ensure the same, then as per the Company's directions, actions shall be taken by the Service Provider against such employees and the Service Provider shall also be liable to pay to the Company any damages arising out of any unbecoming conduct of such employees which the Company may suffer.
22. The Service Provider as per applicable rules is required to pay Service Tax. The Service Provider shall submit copies of the receipts of valid Service Tax payments to the Company, and the Company shall reimburse amounts to the Service Provider only on eligible heads.

23. In case of non-observance and non-performance of any of the provisions of this agreement by the Service Provider, the Company shall be at liberty forthwith or at any time thereafter to terminate this Agreement without notice and recover the damages if any caused to the Company.

24. (A) It is agreed that either party can terminate the agreement during the said term on giving 30 days notice in writing to the other party or paying Rs. _____/- (Rupees _____ Only) in lieu of notice.

(B) It is agreed that the period of Agreement may be further extended mutually by one year beyond _____ by issuing a letter Company to the Service Provider.

(C) The Service Provider hereby agrees that if the Agreement is terminated from its side, it will continue to do the job which it has been performing as a Service Provider till the time the Company makes alternative arrangements for execution of the work being performed by the Service Provider.

25. Any relaxation or indulgence granted by the Company to the Service Provider shall not in any way prejudice any of the rights of the Company.

26. It is agreed by and between the parties that this contract does not create any relationship of Employer - Employee between the Service Provider and the Company or between the Employees employed by him and the Company.

27. All approvals, consents and notices to be given or served hereunder by either of the Parties shall be deemed to have been duly given or served if delivered

personally or sent by Registered Post to the concerned Party's address mentioned in this Agreement.

28. In the event of there being any dispute between the Parties hereto over the interpretation of this Agreement, or arising out of, in relation to or as a result of, this Agreement, the Parties shall try to resolve the same amicably by mutual consultation and negotiation. If the dispute cannot be resolved amicably, then the same shall be referred to Arbitration by a sole Arbitrator to be mutually agreed upon by the Parties. The Arbitration shall be carried on as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Pune, Maharashtra, and the language of Arbitration shall be English. The Parties agree that the costs of Arbitration shall be shared equally by the Parties. The Parties agree that the courts of Pune shall have exclusive jurisdiction as regards this Agreement.

29. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes any prior written understanding between the Parties as to the subject matter hereof.

IN WITNESS WHEREOF PARTIES HERE TO HAVE SET THEIR RESPECTIVE HANDS AND SEAL ON THE DATE MENTIONED UNDER THEIR SIGNATURE.

SIGNATURE OF PARTIES

1. _____

2. _____

WITNESS

1. _____



2.

DRAFT