

AGREEMENT BETWEEN A COMPANY AND SECURITY SERVICE COMPANY FOR PROVIDING SECURITY SERVICES TO THE COMPANY'S PROPERTY

THIS AGREEMENT made at on this day of 2000, between ABC Co. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART and XYZ Security Guards (P) Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as "the Company" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the employer is having its factory at hereinafter referred to as "the said factory" and it wants to employ security guards to provide security services to the said factory.

AND WHEREAS The company, who is experienced in providing security services to the industrial units and other organisations has offered to provide security services to the Employer at the said factory and the employer has agreed to avail the said services being provided by the company.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The company shall provide security guards to keep ward and watch and protection of the said factory as per the employer's requirement. The security guards provided by the company will be for twenty-four hours in the shift of 8 hours and shall provide complete security arrangement and protection of the said factory round the clock.
2. The employer shall give the watchmen's hut constructed on the gate of the said factory to the security guards and the said guards shall check all the vehicles and personnel entering into and going out of the said factory as per the instructions issued by the employer's representative from time to time and shall maintain proper record of the vehicles and personnel coming and going out of the factory.
3. The company at its own expenses shall provide its security guards with necessary uniform, arms, outfit, etc. required for the effective discharge of security services to the employer.
4. The company shall ensure that the security guards provided by it maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the employer or its business or work or its officers/ employees/other contractors.
5. The company agrees and undertakes that the security services provided by the security guards shall be to the entire satisfaction of the employer and the company will make it clear to the security guards that the latter are employees of the company and they shall have no claims against the employer and the employer shall not be liable to wages, salary, compensation and any statutory benefits due to the security guards under the labour law and other legislation and the company shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions.

6. The company will indemnify the employer against any claim, loss, damage occurred, or caused to the employer due to willful acts or omissions or carelessness or negligence of the security guards employed by the company, while on duty.
7. The employer shall pay a sum of Rs. (Rupees..... only) per security guard per month and a sum of Rs. per security guard for three national holidays for the services provided by the company on submission of the bill by the company by 10th day of the following month. The employer shall not make any payment to the security guards and payment will be made to the company only.
8. The company will obtain licence, if any, required under the local or central laws for providing security services to the employer.
9. The employer shall be entitled to supervise the services provided by the company and if it finds that the conduct, behavior and performance of work of any of its security guard is unsatisfactory, it may issue directions to the company to immediately recall the particular person and substitute him by another and the company shall comply with such directions issued by the employer forthwith.
10. This agreement will be for a period of one year from the date of execution of these presents. The employer shall, in the event of the company committing any breach of any of the terms and conditions of this agreement or if the services provided by the company is considered to be unsatisfactory by the employer or for any other reason considered by the employer as sufficient, be entitled to terminate this agreement by giving one month's notice in writing and the company shall not be entitled to any compensation in case of such termination. The company may also terminate this Agreement by giving one month's notice in writing to the employer.
11. On expiry or earlier determination of this agreement, the company and the security guards shall vacate the factory premises, without in any way causing any damage to the said premises and the factory's property therein.
12. In case of any dispute or difference arising between the parties under this agreement, the decision of will be final and binding and the company will not be entitled to lodge any claim against the decision of the said Shri
13. The stamp duty on this agreement and duplicate thereof shall be borne by the company. The original shall be retained by the employer and the company shall retain the duplicate.
14. Unless otherwise agreed upon, the respective addresses for communication in respect of any matter relating to this agreement shall be as under:-

For the Employer

For the Company

IN WITNESS WHEREOF, the parties have caused their common seal to be affixed to these presents and the duplicate, the day and year first hereinabove written.

The common seal of ABC Co. Ltd., the within named employer is hereunto affixed pursuant to the resolution of its Board of Directors passed at the meeting held on

The common seal of A B Security Guards (P) Ltd.,
the within named company is hereunto affixed pursuant
to the resolution of its Board of Directors passed at the
meeting held on

WITNESSES;

1.

2.