

AGREEMENT
PROVIDING SECURITY SERVICES

This Agreement is entered at _____ (Place) on the _____ day of _____ between Principal, Army Public School (APS), Kamaraj Rd Bangalore separately hereinafter referred to as the 'FirstParty'.

AND

The Private Security Agency M/s. _____ (_____) represented by its _____ (designation), Mr./Mrs./Ms _____ (name) and having its office _____ (address) hereinafter referred to as the _____ which expression shall wherever the context so admits, means and includes his/ her legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Private Security agency for safeguarding its properties and assets.

Whereas _____ which is a Private Security body that provide physical & electronic guards has agreed to provide Comprehensive security cover to the First Party through '_____' Employees as per First Party's requirement.

Whereas _____ and First Party have agreed to enter into a service contract for a period of 11 months w.e.f. _____ till _____ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

1. _____ declares that it is in possession of a valid license issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the _____ further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. _____ shall ensure that Security Guards possessing the required skill and training shall be deployed at the premises of APS, K Kamaraj Rd, Bangalore. Its Employees shall not be more than 55 years of age for Security Guards at the time of deployment.
3. _____ hereby undertakes to abide by the requirements of eligibility criteria and physical standards for _____ employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. _____ shall ensure that all its Employees are subjected to basic Training & Refresher training program on regular basis at its cost.

5. _____ shall ensure that _____ and their employees deployed with the First Party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of _____ with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by _____ before deploying their employees with the First Party.
7. _____ shall ensure that its Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office in the premises of APS, Kamraj Road, Banaglore.
8. _____ shall provide the names of its Employees to APS, K Kamaraj Road, Bangalore before their deployment. _____ shall furnish the names, permanent & local address of its Employees deployed at First Party's premises from time to time along with their latest photographs thumb impression /signatures.
9. _____ shall ensure that its Employees function under general directions of Principal, APS, K Kamaraj Road, Bangalore / Authorised Official of APS, K Kamaraj Road and perform their tasks according to the duties given in the Annexure to this Agreement. _____ shall also ensure that its Employees deployed at APS, Kamaraj Road Campus have read & understood their duties.
10. _____ will provide its Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name-tab, baton, whistle etc) as and when required. Directions given by State / Central agencies on various measures on COVID-19 will also be adhered to. Use of mask, social distancing will be undertaken by the guards.
11. Before deployment of their employees, _____ shall arrange for verification of antecedents of all its Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of Security Guards or their relievers.
12. After deployment of employees, _____ will not change them before six months if found fit by APS, K Kamaraj Road Management. Any change in employees will be on written information given to Principal, APS Kamaraj Rd and after due approval.
13. _____ Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. They will follow all direction pertaining to COVID-19. Wherever required by the First Party, _____ will provide literate Employees to perform the assigned duty efficiently.
14. _____ will change its Employee immediately on instructions from the First Party if the performance of that particular _____ Employee is not acceptable or found physically / medically unfit and decision of the First Party will be final in this regard.

15. _____ shall ensure that its Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. Its Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during their duty hours.
16. Gratification of any kind will not be accepted.
17. **Control Room.** _____ shall establish a separate Control Room with monitors for monitoring various CCTV Cameras at APS Campus.
18. **Penalty.** APS, Kamaraj Rd will impose various degrees of penalty for lapses by the security guards like absenteeism, late arrival, doing double shifts, sleeping/missing from place of duty etc by levying salary to be deducted on pro-rata basis (photographic proof will be provided by the First Party).
19. **Salary.** Once the Agreement is finalised, the monthly salary of a security guard will not be changed or increased within the agreement period.
20. _____ shall ensure that no familiarity develops between its Employees and the First Party staff. Further, _____ shall ensure that its Employees do not indulge in any activity including money transactions, which may tarnish the image of the First Party.
21. The Security Supervisor from _____ shall report to Administration Supervisor of APS on daily basis and to the Staff Officer to Chairman of the APS Kamaraj Road once a week for the purpose of briefing/debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis. First Party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by _____.
22. _____ shall ensure that at no point of time during the prescribed duty hours, its Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents. If any _____ employee is found to be missing from duty hours the same will be reported. Pro-rata deduction will be made by the First Party.
23. _____ shall maintain duty register for each _____ Employee and get the register checked by Administrative Supervisor APS, Kamaraj Road Official, along with timings. In case a _____ Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to _____.
24. _____ shall maintain upto-date record of its Employees as per the Shops & Establishment act and will discharge all obligations under various Labour Laws viz, EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of _____ Employees and shall produce these records for verification as when demanded by the First Party.
25. _____ shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

26. _____ shall alone decide and be responsible for the leave or absence of its Employees and First party shall not in any way be responsible for sanction of leave, etc. to _____ Employees.

27. _____ shall maintain proper records / details of its Employees deployed in various locations of First Party. It shall submit monthly bills to the branch/office giving details of its Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to _____ by the APS Kamaraj Road on a monthly basis by crossed cheque drawn in favour of _____ within seven days of receipt of the relevant bill from _____. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to _____ within four days from the date of resolving the discrepancy by _____. Pro-rata amount will be deducted by First Party for the period of leave / absence by the guards.

28. _____ shall be fully and absolutely responsible for the payment of salary and other statutory dues to its Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to its Employees and First Party will not undertake any liability in relation to such matters.

29. _____ Employees shall not claim any employment relationship with First Party under any circumstances. _____ shall obtain written undertaking from each of its employees deployed with the First Party that he is an employee of _____ and the written undertaking in original shall be given to the First Party's Office, where he is deployed.

30. _____ hereby undertakes to ensure payment of wages to its its Employees in compliance with Minimum Wages Act and other relevant statues in forces and modified/amended or revised from time to time as per enactment of Central/ State Governments.

31. _____ hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by _____ alone and the First Party shall not be liable to pay any excess amount.

32. _____ shall pay the monthly wages to its Employees deployed with the First Party by crediting in the Savings Bank Account of its Employees.

33. _____ shall submit printed receipts for all the payments received from First Party, and also shall furnish the proof of having paid the wages to its Employees engaged by them within one week of the disbursements of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by _____ to its employee deployed with First Party will make this contract null and void and will result in termination of the deployment of its employees with the First Party with immediate effect and the First Party will not be required to make any payment to _____ thereafter.

34. First Party shall not make any direct payment of whatsoever nature to the employees of _____. All payment payable by First Party in connection with or arising out of this agreement shall be made only to _____ and not to its Employees.

35. _____ shall also ensure that its Employees do have their own arrangements for their food and beverages.

36. In case of any mishap of whatsoever nature (minor/major/fatal including death during the course of their duty) sustained by the Employees of _____, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of _____ and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by _____ to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by _____ within one month from the date of Demand by the First Party and upon failure of _____ to do so, the First Party shall have the right to adjust the monthly bills payable to _____ towards the amount payable by the Second Party till the entire dues are wiped off.

37. In the event of theft, pilferage, damage of property of the First Party or any other loss, the First Party shall report the matter to the local police first. _____ agrees that in case of any loss of cash/materials/other properties of APS, Kamaraj Road, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of _____, such loss will be made good by _____ and all liabilities arising out of such incidents will be fully met by _____. If the inquiry reports of the First Party and the Second Party are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the Second Party shall be paid to First Party within a month of demand and upon failure of the Second Party to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the Second Party towards the amounts payable by _____ till the entire dues are wiped off.

38. Neither _____ nor any of its Employee will have any claim against the First Party for any liability arising out of any commission / omissions caused by the _____ Employees while on duty.

39. Its Employees deployed for the security of APS Campus, Bangalore as per terms of this Agreement shall always be treated as employees of _____ only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and _____ Employees. The Second Party shall also make it clear to its Employees that they shall not, under any circumstances, claim any right of employment from First Party and _____ shall continue to be their employer.

40. In return for fixed sum/rates, the Second Party shall at its own risk & cost provide services of the Employees of _____ as per the requirement of the First Party purely on Contractual basis.

41. _____ undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate on GST and other exemption, if any, from the State Government, for providing security guard services in premises of First Party before deploying their employees with the First Party.

42. _____ states and admits explicitly that the work assigned by the First Party to it is not perennial in nature and the First Party has the right to terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to _____ and, in turn, by _____ to Its Employees. The first party also reserves the right to terminate the contract forthwith if the employees of _____ are found to be engaged with any disciplinary activity / anti social activities.
43. _____ shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which the Second Party shall be solely responsible.
44. The Second Party hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by _____ or even otherwise.
45. The First Party shall have the right to access all books, records and information relevant to _____ employees deployed with the First Party and shall have the right to cause an inspection on _____ office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.
46. _____ shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.
47. _____ shall not sub-contract the security guards' services provided to the First Party to any third party without the prior approval of the First Party.
48. _____ shall be given two warnings for poor performance for compromising security of APS, Kamaraj Road Campus and thereafter action will be taken as deemed fit.
49. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the Second Party violating any of the terms of this agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of _____ or its Employees, the First Party shall not be required to give any notice, and the Agreement shall stand terminated on the date following the day on which _____ receives, from the First Party, the intimation about such violation or non- performance or negligence.
50. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs _____ for each Security Guard (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) and exemption on GST to _____ for each completed month after deducting penalty, if any, due to absence from duties etc.
51. We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

For APS, Kamaraj Rd, Bangalore
(with seal)

(FirstParty)

(SecondParty)