



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

AG 611321

PSA AGREEMENT FORMAT

FORMAT OF AGREEMENT TO BE EXECUTED WITH PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED SECURITY SERVICES

SERVICE AGREEMENT

THIS AGREEMENT, made as at Kolkata, on 5th day of October, 2021, with retrospective dated 1st October, 2021

By And Between

The South Indian Bank Limited, a company incorporated under the Companies Act, 1913 and having its registered office at SIB HOUSE, MISSION QUARTERS, THRISSUR 680001 having its branch/office-at Amtala, Baruipur Road, KE Carmel School, Amtala - 743 503 (address) represented by its attorney

Mr. Souvik Mondal (hereinafter referred to as the "Bank" / "SIB" which term shall so far as the context admits be deemed to mean and include its divisions, subsidiaries affiliates and their successors and assigns) of the **ONE PART**;

SOUTH INDIAN BANK LTD

Souvik Mondal
Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd.

T. N. D.
Sr. Vice President

AND

M/s Premier Vigilance & Security Pvt. Ltd. , a Private Security Agency, represented by its Sr. Vice President (designation) Mr/- Mr. T.K.Samaddar (name) and having its office at4B, Orient Row, (address)Kolkata – 700 017 hereinafter referred to as the “Service provider”/ “PSA” which expression shall wherever the context so admits, means and includes its legal representatives, successors & assignees.

Whereas the Bank requires the service of a Private security Agency for safe guarding its Branch(es)/ ATM(s)/Office.

Whereas the Service provider is engaged in providing security services has agreed to provide services of security guards to the Bank as per its requirements.

Whereas the service provider and the Bank have agreed to enter into a service contract for a period of three months w.e.f 01.10.2021 till 31.12.2021 for the purpose of providing security services on the terms and conditions as mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICES:

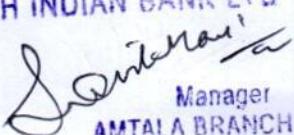
The Service Provider shall provide, upon request, to the Bank for and on behalf of its offices, which includes its divisions, subsidiaries or affiliates, such services as are described in this Agreement including those set forth in Charter of Duties attached as Annexure-1 and made a part hereof, from time to time during the subsistence of this agreement. The Bank may elect to add or amend the agreement of Schedule thereof, which addition or amendment shall be in writing/e-mail containing duly signed scanned copy of letter from authorized person of Bank. Schedules which have been superseded or amended shall remain attached to this Agreement for reference purposes only.

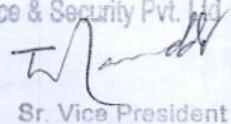
2. EFFECTIVE DATE:

2.1 This Agreement shall be effective from 1st October, 2021

3. TERMS

3.1 This Agreement shall remain in force for period of 3 months from 1st October, 2021, unless sooner terminated by either of the parties.

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

3.2 The parties to this agreement shall have a right to terminate this Agreement with or without assigning any reason thereto, on giving not less than 14 days prior written notice of the intention to do so, to the other party. Notwithstanding what is stated here in above, the Agreement shall, unless earlier terminated, continue to be operative in full force and effect, until renewed or terminated by fourteen (14) days prior notice in writing. During such continuation of the Agreement, the terms and conditions herein recorded and any changes made by the Bank in any clause (or any new clause introduced or any existing clause deleted) during the contract through official (writing/e-mail containing duly signed scanned copy of letter) correspondences shall be valid, subsisting and shall remain binding upon both parties.

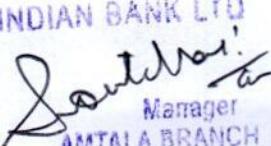
4. COMPENSATION AND BILLING

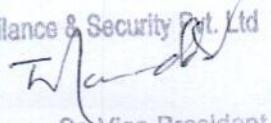
4.1 The Service provider agrees to provide security guards at rates/charges detailed as under:

Category	Number of persons	Number of shifts	Rate per month per person (Taxes Extra)
Armed Security guard	<u>One</u>	<u>One (General)</u>	<u>Rs. 26,701.88</u>

4.2 All Bills should be submitted on Companies own official letter head to the Bank after all type of dues are deposited for the services rendered during the preceding month. The Bank will not entertain bills for services provided for the periods prior to the preceding month. The Bank shall not be liable to pay any interest for the delayed period. Payment for a particular month shall be made directly to the Private Security Agency only after obtaining necessary documentary proof from the Private Security Agency in respect of previous month, confirming (1) Payment of minimum wages fixed by government to the security guards as per total no. of shifts for which they are engaged and (2) Remittance of EPF and ESI amount with the respective authorities.

4.3 Salary calculation and components of salary are given in Annexure-B (to be rounded off in whole rupee as per calculation). The rates stated are subject to change during the term of this agreement, as per Minimum Wages notified by the Govt. of India, Ministry of Labour from time to time. The rates for any new or additional service will be discussed and mutually agreed. Such rate will be fixed by exchange of official letters/email containing duly signed scanned copy of letters (both will be treated equally as official communications) and will form a part of this Agreement.

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Manager
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4.4 The Service Provider should submit all authorized person's details (related to security guarding service) including their official e-mail containing duly signed scanned copy of letter ID and mobile nos.

4.5 Whenever any clarification/communication is requested/asked via e-mail by the Bank, the Service Provider must send reply to that e-mail within 48 hours.

4.6 Monthly statement of EPF & ESIC and other statutory/mandatory dues remitted by the Service Provider should be submitted along with the monthly bill failing which the bill shall not be processed for payment.

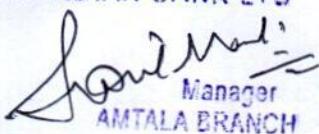
4.7 Any amount outstanding from the Bank against bills submitted in relation to services provided for more than ninety (90) days must be advised in writing to the Bank's Head Office, Security Cell.

4.8 The attendance sheet attached with bills should be signed by Branch Manager/Designated officer of the respective premises of the Bank.

4.9 All the statutory obligations as laid down with reference to the Service Provider or its employees should be fulfilled by the Service Provider, in terms of the relevant acts/rules/laws/guidelines laid down by the Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act i.e. Contract Labour (Regulation & Abolition) Act-1970, Bonus Act-1965, Minimum Wages Act-1948, Workmen's Compensation Act-1923, Payment of Wages Act-1936, EPF Act-1952, Employer's Liability Act-1938, Employment of Children Act-1938, Maternity Benefits Act, ESIC and any other relevant Rules/ Regulations/Acts/ Statutes etc. that may be applicable with regard to the security guards engaged by them. The above list is indicative and not exhaustive. It will be the responsibility of the Service Provider to provide details of manpower deployed by them to the Labour Department and the Bank.

4.10 The personnel deployed for security guarding should not above the age of 60 years under any circumstances and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Service Provider) the Service Provider and report should be submitted to the Bank prior to deployment without fail to avoid penalty.

SOUTH INDIAN BANK LTD


S. M. M.
Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

4.11 The personnel deployed for security guarding should be minimum Matriculate and should possess full knowledge of local language and minimum working knowledge on Hindi language.

4.12 Police Verification of Character and Antecedents of all the employees of the Service Provider engaged at the Bank's Premises, will have to be obtained by the Service Provider and submitted to the Bank on demand. A certificate in this regard shall be submitted by the agency while deploying a new guard.

4.13 An Identity Card, duly signed by the officials of the Service Provider, should be issued by the Service Provider to each personnel engaged at the Bank's Premises.

4.14 The place of accommodation of the personnel deployed should not be more than 20 K.M from the Bank's premise.

4.15 The payments to the Service Provider shall be on a monthly reimbursement basis, upon production of Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee as hereunder:

- (i) Invoice duly signed by the authorized representatives of the service provider.
- (ii) Salary Statements of all persons engaged at Bank's premises.
- (iv) Taxes, EPF & ESIC Receipt/token receipt of billing month.
- (v) EPF & ESIC contribution details.
- (vi) Original Attendance sheet duly certified by Branch officials/designated employee of the Bank

4.16 Bank will deduct TDS and all other taxes, duties as applicable from time to time from amount payable to the service provider.

4.17 Accessories like (as per requirement per site) lathi, whistle, torch with batteries, umbrella etc. will have to be provided by the Service Provider for employees engaged at the Banks Premises from their own resources once in a year.

5. WORK POLICY

5.1 The Service Provider agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.

5.2 The Service Provider shall not, knowingly or unknowingly, engage any person with criminal record/conviction or any person who participates in a

SOUTH INDIAN BANK LTD,
S. Venkateswaran
Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd
T. N. Rao - 08
Sr. Vice President

pre-trial diversion program, and any such person shall be barred from participating directly or indirectly in providing the services under the Agreement. Police verification of all the personnel engaged by the Service Provider should be arranged and confirmed to the Bank in writing. If it is later found that the Service Provider had employed any person with criminal record or prior conviction, the Banks shall have the option to terminate the contract, including claiming damages for losses suffered, if any.

5.3 The Service Provider and/or individual so assigned for the performance of the services under the Agreement agree to comply with all of the Bank's standards and procedures stipulated in this respect at the locations where the Service Provider is performing work to avoid penalty.

5.4 The Service Provider shall compensate the Bank for any loss and / or damage caused to the Bank as a consequence of non-compliance of all or any of the terms of the Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned for the performance of the services under the Agreement. In the event of such a claim for loss or damages being made by the Bank, the Bank shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Service Provider. Any such claim for loss and / or damage made by the Bank shall not amount to a waiver for the Bank's right to terminate this Agreement or any of the other rights available to the Bank either under the Agreement or otherwise.

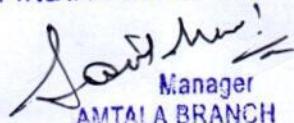
5.5 The Service Provider shall hold meeting with the Bank Personnel to discuss and review its performance on a monthly basis and shall implement any suggestion made by the Bank for the betterment of its services.

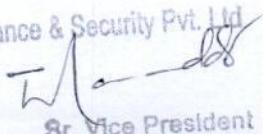
5.6 The Service provider shall not engage in any conduct or practice which violates any applicable local, state or union law, statute, order or regulation, which is in force or that may come in force during the tenure of this Agreement.

5.7 The Service Provider and any individual so assigned for the performance of the services under this Agreement agree that, they will not make or offer to make any payments to or confer, or offer to confer any benefit upon any employee agent or fiduciary of any third party, with the intent of influencing the conduct of such employer, agent or fiduciary in relation to the business of such third party.

5.8 The Service Provider and any individual so assigned for performance of the services under this Agreement agree, represent and warrant and declare that no Bank Officer, Director, employee or immediate family member thereof

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Manager
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Sr. Vice President

(collectively, "The Bank Personnel") has received or will receive any benefit directly or indirectly in connection with this Agreement and that no Bank Personnel has business relationship of any kind with the Service Provider or its officers or any individual so assigned for performance of services under this Agreement.

5.9 In the event this Agreement being terminated consequent to the non-compliance of terms of agreement, no further liabilities or obligations shall accrue to the Bank except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.

5.10 The Service Provider shall not engage any sub contract or transfer the contract to any other person in any manner. If the Service Provider transfers or assigns this contract to any other Service Provider/organization (third party) the current agreement will be treated as terminated automatically.

5.11 The Service Provider shall ensure and timely comply with all the required legal formalities such as obtention of a valid gun license from the competent authorities for the Armed Guard in the area of operation and also the gun & cartridges procured from an authorized dealer duly endorsed in the license. The Service Provider shall provide a copy of valid gun license to the Bank. The Bank shall not be responsible for the safe custody of the weapon, cartridge and gun license

5.12 The Service Provider shall ensure that the guard deployed must have 5 cartridges along with the gun. The Service Provider shall arrange the gun to be used by the Armed Guard and it should be inspected by a Govt. Authorised Gun Dealer once every six months and a copy of the serviceability certificate shall be submitted to the Branch Manager/ Designated officer of the Bank.

5.13 The Service Provider shall impart proper prior and intermediate training including training on handling & maintenance of arms and ammunition to their guards deployed in the bank for better performance of duty. The weapon and ammunition being used by the guard for protection of the branch, its staff, customers and property shall in no way hurt/injure/trouble them.

5.13 The service provider shall make sure that the gun license is renewed one month before the date of expiry.

5.14 The service provider shall make sure that the gun license is valid for the geographical area in which the armed guard is performing the duty.

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5.15. Use of Gun While on Duty

- (a) The guard shall always carry the gun with him while on duty.
- (b) The guard shall keep the gun loaded at all times while on duty with safety mechanism in activated status to avoid accidental fire.
- (c) The guard shall not fire on any person (s), unless he is fully convinced that the person/persons concerned is about to commit an act that can cause grievous injury including loss of life to persons inside the bank premises and the lack of offensive action will result in loss of valuables (cash and gold) kept in the bank.
- (d) The guard in the event of deciding to open fire on such persons as explained in para 5.15(c) above, shall not fire with an intention to kill but with an intention to incapacitate the person with a view to prevent the intended act of theft or injury. Therefore, the guard shall always aim to fire below waist level of such persons.

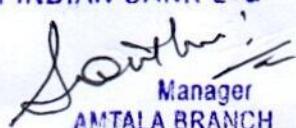
5.16 Deed of Indemnity shall be signed as per annexure III if the security guard deployed wants to keep the gun in the premises of the bank.

6. INDEPENDENT SERVICE PROVIDER

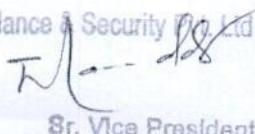
6.1 The Service Provider and / or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. The Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Service Provider agrees and confirms that the relationship between the Service Provider, its employees, agents, representatives is that of employer or employees. The Bank is the principal employer of such persons at all matter and times. It is further confirmed that such personnel/employees shall have no relationship with Bank as employee & employer nor any such claim is sustainable.

6.2 The Service Provider's personnel, employees, agents etc. have no authority / right to bind the Bank in any manner. It is also clarified that the personnel or employees being provided by the Service Provider are governed by terms of

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For Premier Vigilance & Security PVT LTD


Sr. Vice President

the Service Provider's employment and the Service Provider shall be solely responsible and liable in the event of any claims of whatsoever nature made on the Bank by the employees of the Service Provider.

7. INSPECTION AND RIGHT TO AUDIT

7.1 The Service Provider shall keep complete and accurate records of all the operations and expenses in connection with the services provided to the Bank. All such records shall be kept on file by the Service Provider for a period of seven (7) years from the date the record is made.

7.2 The Service Provider shall, upon reasonable notice, and by mutual consent, allow the Bank, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing the Service Provider's operations and business records which are directly relevant to the services and financial agreements, as set forth in this Agreement.

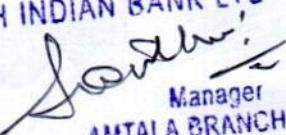
7.3 The Service Provider shall co-operate with the Bank's internal or external auditor to assure a prompt and accurate audit. The Service Provider shall also co-operate in good faith with the Bank to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Bank's audit report.

7.4 Such audits or reviews will be at the expense of the Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Service Provider shall be bound and liable to reimburse to the Bank such discrepancies or overcharges and for the cost of the audit.

7.5 In no event shall the Bank be liable for any indirect, special or consequential damages, which may arise under this Agreement.

8. CONFIDENTIALITY AND SECRECY

8.1 The Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with

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Sr. Vice President

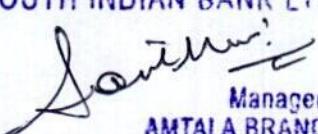
that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration or deletion thereof. Any violation of the same will be liable for action under the law.

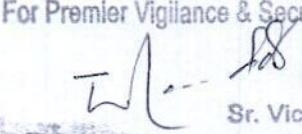
8.2 The Service Provider acknowledges that in the event of any breach or threatened breach of clause 8.1 above by the Service Provider and / or by any individual assigned by the Service Provider for the performance of the services under this Agreement, the Service Provider shall be liable to pay damages as may be quantified by the Bank. Apart from the above, the Bank shall have the right to proceed against the Service Provider and or its assigned person(s) under appropriate law.

8.3 The Service Provider acknowledges that in the event of any breach or threatened breach of this section by the Service Provider and / or by any individual(s) assigned by the Service Provider for the performance of the services under this Agreement, monetary damages, if any, will not be an adequate remedy. Therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider from any such breach, threatened or actual. In addition, the bank reserves the right to terminate this agreement even with a short notice of bank's intention to do so, besides initiating other legal action by the way of criminal/civil etc.

9. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION

If the Service Provider is directed by court order, or other legal or regulatory request or similar process to disclose information recorded on any document or any of the Bank Confidential Information, the Service Provider shall notify the Bank in writing, in sufficient detail, immediately upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Bank to make an application for an appropriate protection order (which the Bank may pursue at its own expense). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request or similar process.

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Manager
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Sr. Vice President

10. INSURANCE

10.1 The Service Provider shall maintain at its sole expense, throughout the tenure of this agreement and the extensions thereto, Insurance coverage, including but not restricted to:

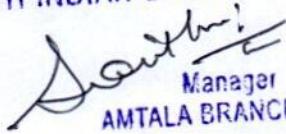
- (a) Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed / assigned by the Service Provider to perform the services required under this Agreement.
- (b) Fidelity Insurance protecting against employee's dishonesty, theft, robbery, forgery, altered documents, and / or other dishonest acts on the part of Service Provider's employees or representatives. Workmen compensation Insurance of all individuals employed / assigned by the Service Provider to perform the services required under this Agreement and / or such other insurance for loss or damage to property howsoever caused.
- (c) Professional Liability Insurance covering losses resulting from operating errors, omissions, negligence and misrepresentations, and breach of contract related to service provider obligations under this agreement.

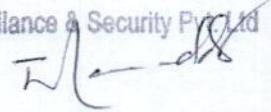
10.2 The Service Provider further undertakes at its sole expense to provide for insurance of all property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank up to such limits as may be specified by the Bank.

10.3 The Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the services under this Agreement or otherwise, while in the Bank premises or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise, howsoever.

10.4 Upon the request of the Bank, the Service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its auditors or any other authorities.

10.5 The Service Provider will provide the Bank upon execution of this Agreement and upon request by the Bank or its auditors from time to time, with certificates of insurance or other satisfactory documentation as evidences required under this Agreement are in full force and effect.

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Sr. Vice President

11. LIMITATION OF LIABILITY

11.1 The Service Provider shall be liable to the Bank for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual assigned for the performance of the services under this Agreement and / or for any loss and / or damage caused to the property of the Bank, in particular to the Bank's documents, items etc. while in its possession.

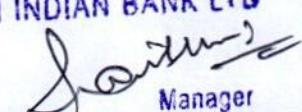
11.2 The Service Provider shall be liable for any indirect, special or consequential damages to the Bank that may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Agreement. In the event of any such damages occurring to the Bank, the Service Provider shall be liable to compensate the damages quantified by the Bank and the Bank shall be entitled to adjust the amount so claimed as damages against the future payments due by the Bank to the Service Provider, and Bank shall have the power to terminate the Agreement

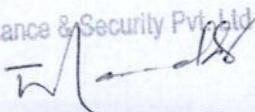
12. INDEMNITY

12.1 The Service Provider also hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees to which the Bank may be subjected by virtue of any findings related to the terms of this Agreement and / or to the services required to be provided under the terms of this Agreement, or by virtue of any contravention and / or non-compliance with any laws, ordinance, regulations and codes as may be applicable from time to time.

12.2 The Service Provider further warrants to the Bank that, during the terms of this Agreements, the materials and services to be delivered and or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.

12.3 Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Service Provider for loss of profits or revenues, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under his Agreement, or for any claim made by the Bank or the Service Provider.

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AMTALA BRANCH

For Premier Vigilance & Security Pvt Ltd

Sr. Vice President

12.4 The Service Provider agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any prejudice, claim or any loss arising or accruing to the improper handling of the Bank's documents or to the negligence of any person of the Service Provider, which has resulted whether on account of breach of any of the conditions of the Agreement by the Service Provider and / or its employees or an account of the Service Provider not complying with any specific requirements of this Agreement.

12.5 This Indemnity shall be without prejudice to any other rights available to the Bank. In this regard, the Bank's estimation of the claim or loss so caused would be final and binding on the Service Provider. The Service Provider further agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any loss arising or accruing to the Bank on account of any act of negligence, misfeasance or fraud on account of the Service Provider not complying with any specific requirements of this Agreement.

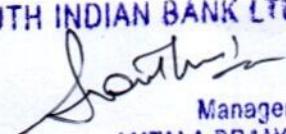
12.6 That the Service Provider shall be solely responsible for any violation of provision of labour laws or any other statutory provisions and shall further keep the Bank indemnified from all acts of omissions, faults, breaches and/ or any claim, demand, loss, injury and expense arising from the non-compliance of the aforesaid statutory provisions. The Service Provider's failure to fulfil any of the obligations herein under and/ or under the said Acts, Rules/ Regulations and/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Service Provider's Monthly Bill/ Security Deposit.

13. FINE AND PENALTY

13.1 In case of absenteeism/delay in reporting for duty Guards/Supervisors(s), a suitable replacement is to be provided. If there is no replacement, a penalty equal to double the wages of absentees on that particular day shall be levied by the Bank and the same shall be recovered from the Service Provider's Monthly Bill/ Security Deposit.

13.2 In case of a complaint against Guards/Supervisors, the Service Provider will be informed of the complaint and the Service Provider has to accept the decision of the Bank and shall replace the concerned Guards/Supervisors within 48 hours.

13.3 The Guards/Supervisors engaged by the Service Provider shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.400/- (Rs. Four Hundred Only) will be levied on each

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Manager
AMTALA BRANCH

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Sr. Vice President

occasions and habitual offenders in this regard shall be charged by the Service Provider. The penalty on this account shall be recovered from the Service Provider's Monthly Bill/ Security Deposit.

13.4 If any of the employees of the Service Provider is found in unshaven/soiled or without uniform/not wearing shoes/unkempt hair etc. a penalty of Rs.400/- (Rs. Four Hundred Only) for each such incident shall be levied and the same shall be recovered from the Service Provider's Monthly Bill/ Security Deposit. Further, the concerned Guards/Supervisors are to be charged on recurrence of the same issue.

13.5 If any of the Service Provider's Guards/Supervisors are found to be indulging in any corrupt practices causing any loss of revenue/image/reputation of the Bank, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the Service Provider's Performance Guarantee/Earnest Money Deposit, if any.

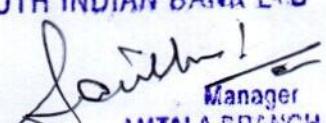
13.6 If any claim is filed in the office of Labour Authorities due to non-payment of wages of any employee deployed by the Service Provider, the bank may make such payment on behalf of Service Provider to the said Labour Authorities and any sum so paid shall be recovered by the Bank from the Service Provider's Monthly Bill/ Security Deposit.

13.7 If any money, as a result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Bank, such money shall be deemed to be payable by the Private Security Agency to the Bank within seven days. The Bank shall be entitled to recover the amount from the Private Security Agency and recover from money due to the Private Security Agency or from the Performance Guarantee.

13.8 In case the Service Provider fails to commence/execute the work as stipulated in the agreement/Terms and Conditions of empanelment, then the Bank reserves it's right to impose a penalty. Further, unsatisfactory performance or not meeting the statutory requirements of the contract, would also invite penalty. Terms of penalty imposition would be as under:

13.8.a After two weeks of delay in execution of work, the Bank reserves the right to cancel the agreement and get this job carried out from other empanelled security agencies.

13.8.b In addition to the above the Bank may forfeit the amount of EMD kept with the Bank, if any.

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd.

Sr. Vice President

13.8.c The Service Provider concerned shall also be black listed for a period of 5 years from participating in such type of empanelment.

13.9 Any liability arising out of any litigation (including those in consumer courts) due to any act of their Guards/Supervisors shall be directly borne by the Service Provider including all expenses/fines.

13.10 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency under this contract, it shall be recovered by the Bank from the Service Provider.

13.11 In case any of the terms and conditions or instructions as mentioned in the agreement is not followed/observed/maintained by the Service Provider, it will be treated as deficiency of service and a penalty of Rs 1000/- (unless penalty amount is already specified) per day/per shift per person/Bank's premise (as applicable/suitable) will be levied from the succeeding months bills or bank Guarantee. Other than visit reports/complaints, any digital documents (photo, video, email etc) will be acceptable as proof in case of deciding the deficiency of service for penalty/further necessary action.

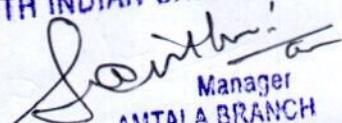
14. DEFAULT AND TERMINATION

Notwithstanding anything herein contained, the Bank may, by giving fourteen (14) days' notice in writing to the Service Provider, terminate this Agreement under any one or more of the following conditions.

14.1 In the event of any default by the Service Provider, if in the reasonable opinion of the Bank, performance of any of the services under this agreement by the Service Provider is not acceptable as being in contravention of any law as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service or for any reason Bank decides to discontinue and/or dispense with service for any administrative reasons or otherwise

14.2 If the Service Provider fails to perform the services under this Agreement or to observe any obligations or breaches all or any of the terms of this Agreement or the Service Provider is adjudged insolvent by any court of law or the Service Provider's service is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.

14.3 If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.

SOUTH INDIAN BANK LTD

Manager
ANTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

14.4 It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursing such further and other legal actions, against the Service Provider for any breach or non-compliance of the terms of the Agreement.

14.5 Nothing contained in this agreement shall affect the right of the Bank to terminate the agreement with immediate effect in the event of the happening of all or any of the cause stated in this clause.

14.6 Notwithstanding the above, if the Service Provider discontinues its business at any point of time due to any reason whatsoever, the Service Provider shall give notice in writing, 30 (Thirty) days prior to the closure /discontinuing the business with the Bank and shall give all assistance to the Bank till the services hereto handled by the Service Provider is suitably transferred to other Companies and/ or taken over by the Bank. The closure/discontinuing shall not discharge the Service Provider from providing such information and maintaining the records as stated hereinbefore.

15. PUBLICITY

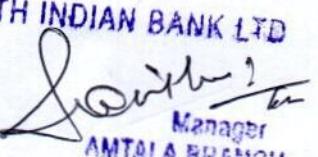
The Service Provider or its employees and representatives shall not use the name and / or trademark/ logo of The South Indian Bank Ltd in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank.

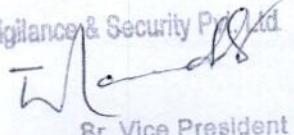
16. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "the Service Provider" wherever used in this Agreement shall mean and include its employees, agents and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents and representatives.

17. ASSIGNMENTS

17.1 In the event of a reorganization, merger or acquisition or related activity in which the Service Provider passes management or control to other owners its rights under this Agreement, the Bank retains the right to terminate this Agreement.

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd.

Sr. Vice President

17.2 The Service Provider shall not transfer, or enter in to any Agreement or any right or obligation under it to any other person, firm; Service Provider or entity without the Bank's prior written consent and any such assignment shall be void and shall not bind the Bank. If such assignment is as a result of operation of any laws, then the Bank shall have the option on such assignment to terminate this Agreement and the Service Provider shall be liable to compensate the Bank for damages suffered by the Bank for what would otherwise have been the remainder of the agreed tenure of this Agreement.

17.3 Nothing contained herein shall prevent the Bank from the assignment of this Agreement by the Bank to its parent body or to any of its subsidiaries or affiliates, or to its successors and assigns by way of merger and or acquisitions.

18. HOURS OF DUTY

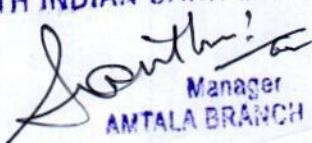
The security guarding service will be provided in _____ shift(s) on all days during the following timings:

Category	Number of persons	Number of shifts	Timing of shift
Armed Security guard.	One	One (General)	9.30am to 5.30pm

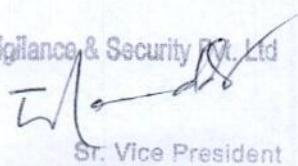
19. FORCE MAJEURE

If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by cause, circumstances or events caused due to flood, fire, accident, earthquake, riot, explosion, war, hostilities, acts of God, custom barriers, or other causes of like character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any of its obligations hereunder by reason thereof, despite due diligence and reasonable efforts to do so notwithstanding such cause, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

SOUTH INDIAN BANK LTD


Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

20. ARBITRATION

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise is relation hereto, the parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to an Arbitrator to be appointed by the Bank and resolved as per the verdict/direction of the Arbitrator so appointed.

21. GOVERNING LAW/ JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Thrissur.

21.2 All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Fifteen (15) days after the same shall have been delivered to the Post Office properly addressed to the parties at their above mentioned respective address either registered post with AD or speed post with AD, as otherwise intimated by the parties through official Letter/E-mail containing duly signed scanned copy of letter or if delivered to the parties against acknowledgement, such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery or communications.

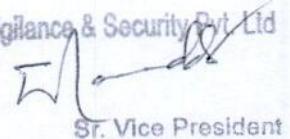
22. FORBEARANCE

The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges but the same will continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

SOUTH INDIAN BANK LTD


Manager
AMALA BRANCH

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

23. SURVIVAL OF PROVISIONS

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

24. RIGHTS AND REMEDIES

All rights and remedies conferred under this Agreement shall be binding on all the parties to this agreement.

25. GENERAL PROVISIONS

Severability: If any terms or provision or this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

26. THIRD PARTY BENEFICIARIES

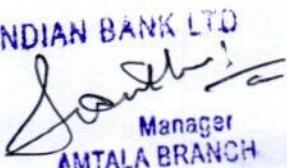
Except as specially set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than of the Service Provider and the Bank.

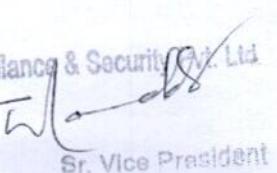
27. COMPLETE AGREEMENT

27.1 This Agreement supersedes any and all agreements, contracts or addenda relating to the Service Provider. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties.

27.2 This Agreement expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by both the parties. In the event of any conflict or inconsistency between this Agreement, the schedules and addenda, the order of precedence to use in resolving such conflict inconsistency shall be this Agreement, the Schedules and the Addenda.

27.3 By executing the duplicate of this Agreement and Annexure, the Service Provider shall be deemed to acknowledge having understood the terms hereof

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd.

Sr. Vice President

and the procedure set out in and terminology used in the Annexure and to accept and agree to the terms hereof and the Service Provider shall be bound to comply with the same.

28. CORPORATE AUTHORITY

The Service Provider represents that it has taken all necessary corporate action and / or has the necessary power and authority to authorize the execution and consumption of this Agreement and will furnish satisfactory evidence of same upon request. A list of the Officers of the Service Provider who are authorized to sign and / or execute this Agreement and / or other documents and writings shall be provided to the Bank, duly authenticated by the Service Provider.

29. NOTICES

Notices, if any, to be given pursuant to the provisions of this Agreement shall be sent to the parties at the following address:

Bank: South Indian Bank

(Address including PIN code) Baruipur Road, KE Carmel School
Amtala – 743 503

Service Provider Premier Vigilance & Security Pvt. Ltd.

(Address including PIN code) 4B, Orient Row, Kolkata – 700 017

30. SEXUAL HARRASMENT

The PSA shall comply with the provisions of "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of Sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the PSA and the PSA shall ensure appropriate action under the said act in respect to the complaint.

SOUTH INDIAN BANK LTD
South
Manager
AMTALA BRANCH

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

We, the above mentioned parties have signed this deed of agreement after duly understanding the contents of this deed on the date and place mentioned above.

SOUTH INDIAN BANK LTD

For BANK (with seal) 
(First Party)

Manager

AMTALA BRANCH

For Premier Vigilance & Security Pvt Ltd



Sr. Vice President

For Service Provider

Witnesses:

1.

2.

Annexure 1 DUTIES AND RESPONSIBILITES

This document is an Annexure to the agreement, which serves to clarify the responsibilities with regard to the security guarding services that the Service Provider will provide to The South Indian Bank Ltd (The Bank). The Service Provider will provide and the Bank will avail the security guarding services as may be advised by the Bank in writing/official e-mail containing duly signed scanned copy of letter from time to time.

1. DEFINITIONS

As used in this Annexure, the following terms will have the following meanings and applied to the agreement.

“Branch” means branch/(es) of the Bank.

“Security guard/ Security guarding personnel” means the employee of the Service Provider providing security guarding Services at the premises of the bank.

"Security guarding Service Provider/contractor/vendor/service provider/PSA" means the Service Provider engaged by the Bank to provide security guarding services to the bank pursuant to this Annexure.

"Security guarding services" means the services to be provided by Service Provider at the premises of the Bank and more specifically covered in clause 2 of this Annexure.

"Customer/Visitor" means the customer of the Bank or other Banks, vendors, staff and relative of staff and visitor.

2. SCOPE

The Service Provider will provide security guarding Services to the premises of the Bank where the security guarding personnel shall be based at the Premises advised by the Branch Manager/ Designated officer of the Bank. The Service Provider shall be responsible for managing the security guarding Service and ensuring the presence and performance of duties of the security guarding personnel at the premises of the Bank. The Service Provider may transfer/rotate/remove/replace all or any of the security guarding personnel from the Bank's locations at any point of time with prior intimation & permission of the Branch manager/ designated staff of the Bank after ensuring that replacement is provided. The Bank also may, advice the Service Provider to transfer/rotate/remove/replace all or any of the security guarding personnel from the SIB Site locations at any point of time. The Service Provider must submit the detailed Bio-data & consolidated details of all the security guarding personnel (inclusive of Passport Size Photo and KYC documents duly signed by the security guarding personnel and verified by the authorized official of the Service Provider) at least one week before deployment/rotation of the security guarding personnel to avoid penalty. The Service Provider should not expect or wait for any intimation/reminder from Bank for rotation/submission of documents, to avoid penalty. It should be noted that the security guarding personnel and reliever should always be treated equally. The Service Provider should also ensure the security guarding personnel maintain a savings bank a/c in his name or jointly with the spouse at any bank (preferably South Indian Bank) for crediting their wages & allowances if any prior to deployment.

SOUTH INDIAN BANK LTD
South
Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt Ltd

T. Venkateswaran
Sr. Vice President

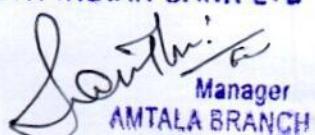
3. EMPLOYEES OF SERVICE PROVIDER

The security guarding personnel engaged by the Service Provider shall be the employees of the Service Provider, and in no event the said security guarding personnel shall be deemed to be the employee of the bank. The Bank is not responsible / liable to the said security guarding personnel and payment of salary, allowances and any other amount to the security guarding personnel shall be the responsibility of the Service Provider. The Service Provider shall ensure that the requisite payment including Salary, Provident Fund, Bonus and any other statutory dues, if any, will be paid by the Service Provider and no liability of any kind whatsoever towards the said security guarding personnel shall devolve upon the Bank. The Service Provider hereby indemnifies the Bank and agrees to keep the Bank indemnified against all losses, damages, expenses and claims including non-payment of any statutory dues to its employees by the Service Provider.

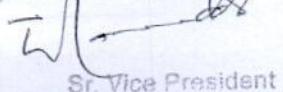
4. DUTIES OF THE SECURITY GUARD

- I. The Security guard will be responsible for overall security arrangement of the site of the Bank covered in the contract.
- II. The Security guard will ensure that all the instructions of the Bank are strictly followed and there is no lapse of any kind.
- III. The security guard shall wear the prescribed uniform smartly and carry necessary equipment viz. Baton, whistle, torchlight, umbrella and shall always wear the identity card while on duty.
- IV. The Security Guard on duty shall not leave the premises until his reliever (if any) reports for duty.
- V. The Security Guard on duty shall be fully conversant with the instructions about his duties and responsibilities, layout of the building, telephone numbers of Branch Manager/ Designated officer of the bank, Security Officer, Central alarm/CCTV command centre of the Bank, Fire Brigade and the local Police to enable him to inform these officials in case of an eventuality. The Security Guard on duty shall be vigilant and alert on duty and will not be under the influence of drugs/liquor etc.
- VI. The Security Guard on duty shall be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked. The guards shall give due respect to all and display maturity and decency in behaviour.
- VII. Ensure proper access control as per instructions on the subject to prevent unauthorized entry.
- VIII. Not to allow any visitor effecting ingress in the Banks premises with unauthorized weapon/firearms, explosives, etc.

SOUTH INDIAN BANK LTD


Manager
AMTALA BRANCH

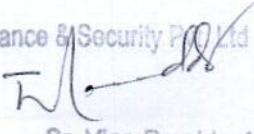
For Premier Vigilance & Security Pvt Ltd


Sr. Vice President

- IX. The Security Guard on duty shall keep a close watch inside and outside the premises and in case of any anticipated/existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to Branch Manager/ Designated officer of the bank.
- X. No items are allowed to be taken out from the Bank's premises without proper Gate Pass issued by the competent authority as laid down in the contract or authorized by the Bank for in-out movement of such items. The specimen signatures and telephone numbers of the above mentioned competent authority will be available with the Security Guards/Supervisors.
- XI. Deployment of Security Guards/Security Supervisors will be as per the instructions of the authorities of the Bank and the same will be reviewed by the concerned authorities from time to time.
- XII. The Security Guard on duty shall be thoroughly conversant with the security standing orders, firefighting orders and other orders issued from time to time on matters covering security need of the Bank.
- XIII. The Security Guard on duty shall be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the Branch Manager/ Designated officer of the bank in case of any eventuality.
- XIV. The services of the Guard shall be utilized as armed escort for protection of cash movement of the branch (inward and outward).
- XV. The guard shall not accept any eatables, tea, coffee, tobacco etc., from strangers/visitors.
- XVI. In case of security alarm being activated, he shall close the gate and investigate the causes and take tactical position in case of any eventuality.
- XVII. He/she shall not permit movement/ loitering of any unauthorized person in the close proximity of the strong room/branch.
- XVIII. When remittance is being received/ dispatched, the guard must be more vigilant and observant. He/she must keep a careful watch on all persons in the banking hall and outside as far as possible
- XIX. He/she shall make note of any suspicious movement in the vicinity of the strong room and apprise the Branch Head/ Security officer.
- XX. The security guard shall wear ceremonial uniform as per instructions received from Branch Head/ Security officer.
- XXI. The Security Supervisors/Guards will carry out patrolling of all the important and sensitive points of the premises as specified by the Bank. Guards/Supervisors shall perform the following duties during patrolling:
 - a. Inspect the premises thoroughly.
 - b. Prevent misuse of premises by any squatter, hawker or any unauthorized persons.
 - c. Prevent misuse of premises for unsocial activities by public or Bank staff.

SOUTH INDIAN BANK LTD

 Manager
 AMTALA BRANCH

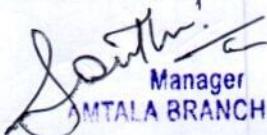
For Premier Vigilance & Security PVT Ltd

 Sr. Vice President

- d. Check the points and stretches not visible from the duty guard's post.
- e. Keep a close watch on bank buildings/branches/ATMs against fire and take appropriate action as per the Bank's firefighting instructions.
- f. Collect security information and convey the same to branch manager/ designated officer of the bank.
- g. Check the terrace and basement daily, if any, to avoid any security and safety breach/hazard.
- h. The Guards on patrolling duty should take care of all the water taps, valves, water hydrants, etc. installed in open all over the premises.
- i. The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Bank/residential quarters.
- j. Entry of the street-dogs and stray cattle into the premises is to be prevented.
- k. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishers and other firefighting materials/equipments available on the spot/nearby places. They will also help the firefighting staff in extinguishing the fire and any other natural calamities.
- l. In emergent situations, Security Guards/Supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.
- m. Daily check of security guards will be carried out by the Service Provider at their own cost, about the duty being performed by their personnel. The deputed site supervisors will endorse their comments in the Daily report register.
- n. The security guard should be trained in First Aid, Emergency Responses and functionality of other modern equipments i.e. Lift operations, X-Ray baggage scanner & Access Control System etc.
- o. In case of any recovery of suspicious item / Cash, he will report matter to the Branch Manager/ Designated officer of the bank and act as per their instructions

4.1 DUTIES OF THE SECURITY GUARD POSTED IN ATM

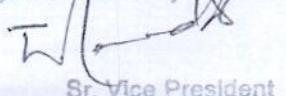
- a. Security Guard on duty should allow access to ATM card holders only.
- b. He/she shall permit one ATM card holder inside the counter at a time.
- c. He/she shall not permit any Arms and Ammunition to be carried inside the ATM Cabin by the customers.

SOUTH INDIAN BANK LTD



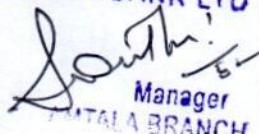
Manager
AMTALA BRANCH

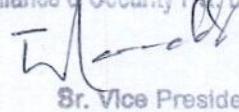
For Premier Vigilance & Security P. Ltd



Sr. Vice President

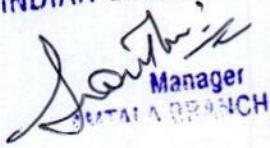
- d. If any bag, or suspicious item etc., is found inside the ATM cabin, the Security Guard on duty, shall immediately inform the same to the Branch Manager/ Designated officer of the bank and act as per their instructions.
 - e. Security Guard, on duty, shall not operate the ATM on behalf of the customer for any reason what so ever.
 - f. In case of any unrest in the area, Security Guard should lower down the Rolling Shutter and inform the Branch Manager/ Designated officer of the bank and act as per their instructions.
 - g. He/she should ensure that the ATM site is not obscured / blocked by parking heavy vehicles etc.
 - h. In case any defect arises in ATM or AC 's etc, Security Guard should inform Branch Manager/ Designated officer of the bank immediately.
 - i. Any other duties that may be assigned to him by Branch Manager/ Designated officer of the bank from time to time.
5. The Annexures appended to this Agreement shall be part and parcel of this Agreement.

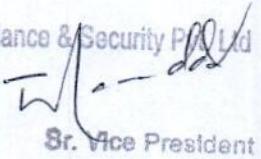
SOUTH INDIAN BANK LTD

Manager
MATALE BRANCH

For Premier Vigilance & Security Pvt Ltd

Sr. Vice President

Annexure 2
Breakup of wages

	PARTICULARS	Armed Guard
Earnings	Basic + DA	20,384.00
	Bonus @ 8.33% (Basic + DA) Ceiling 21000/- on Basic + DA	1,697.99
	National Holiday Allowance (NHA) @ 1% (Basic+ DA)	203.84
	Gross Salary (Sum of the above)	22,285.83
Employer Contribution	ESI - 3.25% (Basic + DA+ NHA+ Extra Allowances)	669.10
	EPF -13% (Basic + DA)	1,950.00
	Total Contribution	2,619.10
	Sub Total (Gross Salary + Total Contribution)	24,904.93
	Service charge @6% (Sub Total)	1,494.30
	Labour Welfare fund	2.50
	Uniform	300.00
	Net Total (Subtotal +Service charges + Uniform)	26,701.73

SOUTH INDIAN BANK LTD

 Manager
 SETHAI BRANCH

For Premier Vigilance & Security PVT LTD

 Sr. Vice President

Annexure 3
Deed of indemnity

THIS DEED OF INDEMNITY made on this, the day of, 2021 by Mr. Nakul Adhikari (Name of the Guard), S/o Panchuram Adhikari aged 41 years residing at 12, Dongajora, Kultali, Dongajora, South 24 Parganas, West Bengal – 743 329 and M/s. Premier Vigilance & Security Pvt. Ltd. , a Private Security Agency / a Company incorporated under the Companies Act, 1956 and engaged in providing security services, having its Regd. office/ office address at 4B, Orient Row, Kolkata – 700 017, represented herein by Mr. T.K.Samaddar, its Sr. Vice President (hereinafter individually referred as Armed Guard and –Service Provider respectively and collectively referred to as –Indemnifiers which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include their legal representatives, successors and assigns) of the FIRST PART

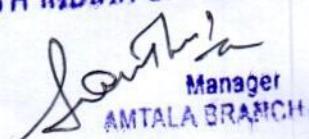
IN FAVOUR OF THE SOUTH INDIAN BANK LIMITED, a Banking Company registered under the Companies Act 1913, and having its Head Office at Mission Quarters, Thrissur, Kerala. (hereinafter referred to as the Bank' which expression shall include its successors and assigns) of the OTHER PART.

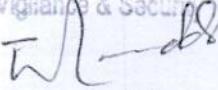
WHEREAS, Mr. Nakul Adhikari (Name of the Guard) is the holder of firearm No. 97406(mention details if available) covered by License No. 13983 S issued under Section 3 of the Arms Act. He has been engaged by the Agency for providing services of Armed Guard to its clients.

AND WHEREAS the Agency has vide Agreement dated 1st October, 2021 agreed to provide services of Armed Guard to Branch of the Bank on terms and conditions contained therein. Pursuant to the agreement hereinabove mentioned, Mr. Nripendra nath Mondal (Name of the Guard) has been engaged by the Security Agency at the Branch/Office of the Bank.

AND WHEREAS the parties of the first part have requested the Bank to allow the Guard appointed by the Service Provider to keep his Gun along with the Original Gun License at the said Branch/Office of the Bank overnight.

AND WHEREAS the Bank has agreed to permit the Guard appointed by the Service Provider to keep the Gun along with the Original License at the Bank overnight subject to the condition that the parties of the first part execute a Deed of Indemnity in favour of the Bank undertaking to indemnify the Bank against all losses incurred on account of Bank allowing the Guard appointed

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

by the agency to keep the Gun along with the Original License at the Bank overnight.

NOW THIS DEED WITNESSETH that in consideration of the Bank having agreed to permit the Guard appointed by the Service Provider to keep his Gun along with the Original License at the Bank overnight, the parties of the first part hereby irrevocably undertake to indemnify the Bank against any loss, damages, action, claims, demands, expenses and liabilities whatsoever which may be sustained or incurred by the Bank by reason of the Bank having permitted the Guard appointed by the Service Provider to keep his Gun along with the Original License at the Bank overnight.

IN WITNESS WHEREOF the Indemnifiers have executed these presents on the day, month and year first hereinabove mentioned. *For Premier Vigilance & Security Pvt. Ltd*

T. N. Sankar
Sr. Vice President

For BANK (with seal)
(First Party)

SOUTH INDIAN BANK LTD
S. M. S.
Manager
MATALE BRANCH

For Service Provider

Witnesses:

- 1.
- 2.



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

Regd. Office : 4B, Orient Row, Kolkata - 700 017
Phone : +91-033-4038 9705, 9712, 9707 Fax : 033-4000 2604
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

**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."

SOUTH INDIAN BANK LTD

S. Arivu
Manager
AMTAIA BRANCH

For Premier Vigilance & Security Pvt. Ltd

T. J. Mohanty
Br. Vice President



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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

SOUTH INDIAN BANK LTD

Manager
AMTALA BRANCH



For Premier Vigilance & Security Pvt. Ltd.

Sr. Vice President