



मिजोरम MIZORAM

156083

AGREEMENT

PROVISION OF SECURITY SERVICES TO SOUTH INDIAN BANK FIRST PARTY
BRANCH/OFFICE /QUARTERS

This agreement entered on 15th June 2021 BETWEEN The South Indian Bank, having its branch at Aizawl Branch at F.Kapsanga Building, Opp. Assam Rifle Gate, Dawrpuii, Aizawl – 796001, Mizoram hereinafter referred to as the First Party (which expression shall wherever the context so admits means and includes administrators, assigns etc.)

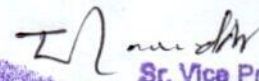
AND

M/s Premier Vigilance & Security Private Limited represented by its Director Mr T.K.Samaddar and having its Registered Office at 4B, Orient Row, Kolkata – 700 017 hereinafter referred to as the PSA which expression shall wherever the contexts so admits, means and includes the legal representatives, successors and assignees as the **Second Party**. Whereas the First Party requires the service of a Private Security Agency for safe guarding its Branches/ATMs/Office.

Whereas the Second Party is a Security Agency engaged in providing security services has agreed to provide security guards to the First Party as per its requirements.

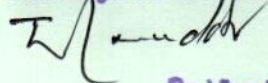
Whereas the PSA and the First Party have agreed to entered to enter into a service contract for a period of 12 months i.e. 1st April 2021 to 31st March 2022 till for the purpose of providing security services on the terms and conditions as mentioned hereunder.

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

14. The PSA shall provide a "Guard Checking Register" with the guard deployed at each site for the purpose of check carried out by the PSA /First Party authorities.
15. The PSA shall maintain upto date record of guards as per the Shops and Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act) etc. or under any other State/Union Legislation in respect of guards engaged by PSA. The PSA shall pay wages to the Guards which shall be not less than the minimum wages prescribed by the appropriate Government from time to time.
16. The PSA shall comply with all the provisions of laws of the land applicable while providing guards to the 1st Party.
17. The PSA will take full responsibility for all Acts of Commission and /or Omission by their Guards/employees posted at the Branch premises /ATMs and will meet all liabilities arising out of such situations.
18. The PSA will change the Guard immediately on instructions from the 1st Party if the performance of that particular Guard is not acceptable or found physically /medically unfit and decision of the 1st Party is final in this regard.
19. Wherever required by the First Party, the PSA will provide a literate guard to perform the assigned duty efficiently.
20. Neither the PSA NOR ANY OF THEIR Guards will have any claim against the Bank for any liability arising out of any commission/omissions caused by the Guard while on duty except the hiring charges payable to the PSA as stated under item No. 1 above.
21. The services of Guards provided by the PSA shall be at the risks and costs of the PSA and shall be purely on contractual basis at rates mentioned in Clause 1 above.
22. The PSA shall be absolutely responsible for the payment of salary , all other statutory obligations for the guards (or their dependent) employed on account of salary/wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the 1st Party has no connection in relation to such matters.
23. In case of any mishap sustained by guard of whatsoever nature (minor/major/fatal including death during the course of their duty) the PSA shall be solely liable to pay compensation to such guard. The First Party shall not have any liability whatsoever in this regard.
24. If for any reason, compensation, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to the First Party without any demur, including interest at prevailing rate till settlement.
25. The PSA shall ensure that the duties of the Guards at the First Party's premises are strictly adhered to as framed by the First Party's requirements. The PSA shall ensure that the Guards detailed at the particular post have read and understood their duties.

For Premier Vigilance & Security Pvt. Ltd



Sr. Vice President

Now therefore this agreement witnessed as under:

General:

1. The PSA agree to provide Armed Guard at the rates/charges detailed as under:

(a) (For Armed Guard): - Rs. 25,658.17/- (Rupees Twenty five thousand six hundred and fifty eight rupees and seventeen paisa Only) Plus GST extra

2. The rates mentioned above are inclusive of service charge & exclusive of GST, if applicable

3. The PSA shall ensure that the Guards shall be deployed at the Branch/ATMs as per the duty schedule given by the Branch Manager.

4. The PSA shall ensure that the Guard shall wear prescribed uniform of the PSA with proper Photo identity card, name, tab, baton, whistle etc. The Guard shall not take any alcohol or Intoxicants and smoke during the duty hours.

5. The First Party will provide Security lights at the Branch(es)/ATM(s)/Office.

6. The PSA shall ensure that the Guard shall be conversant with the use of Fire Extinguishers and Fire Hydrant System and shall take necessary action in case of activation of Fire Alarm System/Emergency.

7. In addition to their duty of providing security services, the PSA guards will also be requested to perform the following duties :

- a) Ensure cleanliness of the general area in and around the post of the duty.
- b) Ensure orderly marshalling and parking of both First Party and visitors vehicles around the First Party's premises.

8. The PSA shall ensure that no familiarity develops between the guards and the staff of the first party . Further, the PSA shall ensure that the guards do no indulge in any activities including money transactions which may tarnish the image of the First Party.

9. The PSA should ensure that the guard shall not accept any eatables, tea, coffee, tobacco etc. from the strangers.

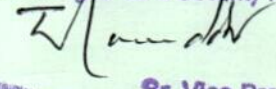
10. The Guard provided by the PSA shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/major diseases.

11. The PSA shall ensure that the Guard will report to the Branch Manager and function under his general directions.

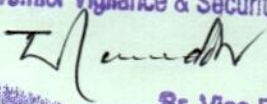
12. The Security Supervisor from PSA shall report to concerned reporting official at least twice a week for the purpose of briefing/debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by reporting official.

13. The PSA shall ensure that at no point of time during the prescribed duty hours, the guard will leave his place of duty. The PSA shall arrange to send a relief wherever the regular guard(s) is (are) absent or on leave.

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

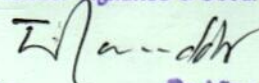
26. In the event of theft, robbery, dacoity or pilferage of the First Party's property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/collusion of guards are established, such loss due to theft etc. is to be made good by the PSA.
27. In case of any property loss/injury to any one of First Party staff due to negligence of the Guard employed by the PSA or due to dereliction of duty or in-attentiveness of the Guard, all liabilities arising out of such incident will be fully met by the PSA.
28. For verification of antecedent of all the guards, a system should be in place for which an undertaking should be forwarded by the PSA for the First Party's record.
29. Police verification of Security Guard alongwith his bio data will be submitted at the Time of deployment. (If the same is not available, at least the submission of request letter of the Police Verification duly acknowledged by the concerned Police Station will be submitted and within one month the Police Verification Report should be submitted)
30. The PSA shall ensure the rotation of the guards at the particular post at least once in six months with the prior permission from the First Party or on receipt of such advice from the First Party.
31. The PSA shall furnish the names and permanent & local addresses of the security guards being posted at First Party's premises from time to time alongwith their latest photographs thumb impression & signatures.
32. The PSA shall furnish the proof of having paid the wages to the security guards engaged By them within one week of the of the disbursement of the wages to them.
33. This Agreement with the PSA can be terminated at the discretion of the First Party at one month's notice without stating any reason.
34. Duty Register shall be maintained by the PSA for each guard and got verified by the First Party daily, alongwith timings. In case the guard is found absent from the place of his duty, proportionate amount will be deducted from the bill payable to the PSA.
35. The PSA shall ensure that all the Guards are subjected to Basic Training & Refresher Training Programme on regular basis, at its cost.
36. PSA will ensure that the security guards are changed after 8 hours duty. Security guards will not be engaged beyond 8 hours duty. A penalty of Rs. 400/- will be charged to the Private Security Agency for engaging a security guard beyond 8 hrs. duty.
37. Fee for a particular month will be paid directly to the PSA only after obtaining necessary Documentary proof from the PSA 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.

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

For Armed Guards

38. A double/single barrel gun/pump action gun shall be provided by PSA to the Armed Guard posted at the Branch. The Armed Guard to be instructed by PSA regarding proper handling of gun to avoid any accidental firing.
39. The PSA to ensure that the Armed Guard should always be in possession of a valid arms licence in his personal name which should be renewed on or before due dates. The PSA should ensure that the Armed Guard registers his license in the area Police Station of the Branch.
40. The PSA should ensure that the gun used by the guard should be in working condition and cost of any repairs, cartridges etc. shall be borne by the PSA and the First Party shall not be responsible for its maintenance and repairs.
41. The PSA should ensure that the gun shall be kept in personal custody of the guard and shall not be handed over to anyone. It shall not be kept overnight at the Branch and the responsibility for safety of the gun and ammunition rests with the PSA and not with the First Party.
42. The PSA should ensure that the gun shall be kept loaded and the safety catch is kept position while on duty and adequate extra cartridges shall be carried by the guard. Expired & over dated cartridges should not be used.
43. The PSA shall ensure that the guard carries out loading/unloading in a safe place ensuring that the barrel is pointing towards the sky/ceiling and no person is nearby.
44. The PSA should instruct the Armed Guard that any use of weapon should be only as per Indian Penal Code for defending the property of the First Party and the property and lives of the employees and customers of the First Party or for his self-defence during the duty.
45. The PSA should ensure that if required, the Armed Guard shall accompany cash remittances to guard against any robbery/way laying enroute and instruct the guard to keep such movement absolutely confidential.
46. The PSA shall ensure that all the Armed Guards are subjected to Firing Practice at least once in a year, at its costs and confirmation to the effect forwarded to the First Party.
47. The PSA is entirely liable for any mishap/accidental firing deliberate or otherwise occasioned by PSA Armed Guard posted at branches, and is responsible for all criminal, civil, monetary liability arising out of such incident/mishap against claims made against First Party either by its own staff, customer or outsiders.

For Premier Vigilance & Security Pvt. Ltd


Br. Vice President

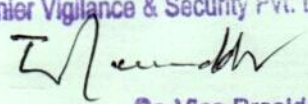
We the above noted parties have signed this Deed of Agreement after duly understanding the contents of this deed on the date and place mentioned above.

For First Party
The South Indian Bank Ltd
Aizawl Branch
F Kapsanga Building
Dawrpuii, Aizawl - 796001

For M/s. Premier Vigilance & Security Pvt. Ltd.
4B Orient Row
Kolkata - 700 017

Manager
With Seal
(First Party)

Director
(With Seal)
(Second Party)

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President



**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.”

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President



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& SECURITY PVT. LTD.**
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Phone : +91-033-4070 1142 / 43 Fax : 033-4000 2604
E-mail : admin@pvsindia.in
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

For Premier Vigilance & Security

Sr. Vice President

