



पश्चिम बंगाल WEST BENGAL

AE 013242

### Security Service Agreement

This Agreement made at Kolkata on **1<sup>st</sup> day of November, 2020** between **LINDSTRÖM SERVICES INDIA PVT LTD**, a Company registered under the Companies Act, 1956 and having its Registered office at **A2/78, Safdarjung Enclave, New Delhi – 110029** and unit address at **JL No. 27, Village & Mouza Biprannapara, Domjur Andul Road, P.O. – Begri, P.S. Domjur, Dist – Howrah, West Bengal, Pin - 711411** (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof mean and include its Successors and Assigns) of the ONE PART

AND

**PREMIER VIGILANCE & SECURITY PVT. LTD.** a Company, having its Registered Office at **4B, Orient Row, Kolkata - 700017** (hereinafter referred to as the "Security Agency" which expression shall unless it be repugnant to the context or meaning thereof mean and include its Successors and Assigns) of the SECOND PART.

"Company" and "Security Agency" shall hereinafter be collectively referred to as "Parties" and individually as "Party".

WHEREAS

The Company wishes to avail the security guarding services of the Security Agency for securing the Company's Premises situated at **LINDSTRÖM SERVICES INDIA PVT LTD, JL No. 27, Village & Mouza Biprannapara, Domjur Andul Road, P.O. – Begri, P.S. Domjur, Dist – Howrah, West Bengal, Pin - 711411, India** and the Security Agency has approached the Company and expressed that they are having expertise in undertaking the contract job for performing and providing the security guarding services and other incidental and related jobs in respect of the concerned industry hereinafter referred to as "said job".



*Sandip Chandra*  
Director.



**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**I. ENTRUSTED:** The Company has offered to the Security Agency and the Security Agency has accepted the "said job" on a Principal to Principal basis, for a period of one calendar year commencing from **01<sup>st</sup> December 2020** and ending with **30<sup>th</sup> November 2021** on the terms and conditions more specifically set out hereinafter under the heading Scope of job.

**II. NUMERICAL STRENGTH OF PERSONNEL:** The number of Personnel to be deputed by the Contractor at the Company / and their maximum hours of work, days of work and shift schedule will be decided by the Security Agency, in consultation and after approval by the Company. However, the Security Agency shall ensure that at all times sufficient number of personnel are available for duty in the Company's premises.

**III. REPRESENTATIONS AND WARRANTIES BY PARTIES:**

The Parties warrant and represent that:

The Persons signing this agreement on behalf of the parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

They are fully authorized and have all capacity and power to enter and perform this Agreement in accordance with the terms and conditions stated herein.

The execution of this Agreement does not violate any covenant stipulation/condition of any agreement/deed entered by the Parties with any third party, and

The Parties shall comply with all statutes, bylaws, regulations and requirements of any government or other competent authority relating to them for conducting the matters, which are the subject matter of this agreement.

The Parties must obtain all statutory clearances necessary for carrying out the functions and has no legal impediments to perform the obligations hereunder.

**IV.COMPLAINE WITH LAW:** Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements regarding the services to be provided hereunder. If at any time during the term of this Agreement, a party informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction) that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

**V. COVENANT OF THE SECURITY AGENCY:** The Security Agency covenants as follows:

(i) **UNDERTAKING:** The security agency agrees and undertakes to carry on all the jobs as per the Scope of job mentioned hereinafter. Additional jobs or modifications in the job will be carried out by the Security Agency as per the instruction given by the Company.

For Premier Vigilance & Security Pvt. Ltd.

  
Director.



(ii) APPROVALS AND LICENSES: The responsibility to comply with the provisions of various labour laws shall be that of the Security Agency. The Security Agency further covenant that the Security Agency ~~is~~ will obtain license and is having the registrations / approvals under the following Acts and agree to submit to the Company the attested copies of proof of Registration certificates within a period of one month from the date of execution of this agreement.

License under the Contract Labour (Regulation & Abolition) Act, 1970.  
Registration Code under the Employees Provident Fund Act, 1952.  
Registration Code under the Employees State Insurance Act, 1948.  
Registration under Professional Tax Act.  
Registration under the Service Tax

Power of Attorney / certified copy of the Board's Resolution in favour of the Authorized Signatory.

The Security Agency shall specifically ensure the compliance of various Laws / Acts, including but not limited to the above and their re-enactments / amendments / modifications now and thereafter imposed by the Appropriate Government Authorities. The Security Agency shall keep the Company indemnified against all losses, damages or liability arising out of or imposed in pursuance of any local laws / central laws.

(iii) PAY RATES AND WAGES AND OBSERVE HOURS OF WORK AND CONDITIONS OF EMPLOYMENT AS PER EXISTING RULES UNDER MINIMUM WAGES ACT, 1948:

The Security Agency covenants that it shall pay rates and wages and observe hours of work and conditions of employment as per existing Rules under Minimum Wages Act, 1948. Further it shall be responsible to ensure that the wages to its workmen are not lower than the minimum wages as prescribed from time to time by the Union Government / State Government.

(iv) RESPONSIBILITY FOR ALL CLAIMS OF ITS EMPLOYEES:

The Security Agency covenants that it shall be solely responsible for all the claims of its employees. It further covenants that its employees shall not make any claim whatsoever against the Company and it shall indemnify the Company for any such claim.

(v) UNIFORM:

The Security Agency at its own expenses shall provide its Employees with neat and clean uniforms, Torch, Lathi, Muster Register, scales, writing pads, staples, Whistles, Batons, and protective material like overcoats, umbrella, shoes etc. The Security Agency must also ensure that all its employees always wear proper identity cards issued to them by the Security Agency.

(vi) ATTENDANCE REGISTER

The Security Agency shall prepare a shift schedule & maintain a Register for marking the attendance by Security Personnel deployed by him, which shall be seen or verified by the Company's Officials, regularly.

The above list of covenants are only illustrative and not exhaustive and without prejudice to the general bearing of the term covenants.



Security Services India Pvt. Ltd.  
*Sandip Chandra*

Director.



## VI. SCOPE OF JOB - THE TERMS AND CONDITIONS:

### 1. JOB TO BE CARRIED OUT BY THE SECURITY AGENCY:

The Security Agency shall provide its own Staff / employees in the form of Security Supervisor, (Facility Supervisor), Security Guards and the lady Searcher, as may be required or the purposes of execution of the work as per the requirements of the Company.

### 2. THE SECURITY AGENCY TO COMPLY WITH ALL THE ALPPLICABLE LAWS, RULES AND REGULATIONS AND PAY STATUTORY PAYMENTS.

The Security Agency shall fully comply with all the applicable laws, rules and regulations relating to EPF Act including the payment of PF Contributions, payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract labour (Regulation and Abolition) Act; relating to license, relating to issue of employment card, and annual returns, and /or such other Acts or laws or regulations passed by the Central, State, Municipal and Local Government Agency or Authority, including TDS as per IT Act, and any other Act as may be relevant as applicable to him from time to time. The Security Agency shall get the security clearance by the State Government Authority, both for his security agency and the persons deployed by him. He shall pay the statutory payments such as PF, ESI, for the staff employed to provide the services to the Company, through a separate challan and the copy of the same shall be submitted along with the monthly bill.

### 3. MAINTENANCE OF REGISTERS, RECORDS AND ACCOUNTS:

The Security Agency shall be responsible for proper maintenance of all Registers, Record and Accounts so far as these relate to the compliance of any statutory provisions / obligations. The Security Agency shall be responsible for the maintaining the record pertaining to payment of wages Act and also for depositing the PF / ESI contributions with authorities concerned and providing pro to the Company.

### 4. THE SECURITY AGENCY AT ALL TIMES WILL ENSURE THE FOLLOWING:

- i. The Personnel deputed at the work premises have adequate knowledge and experience of the work involved and is punctual and disciplined in all manners.
- ii. The personnel deputed should be physically and medically fit, free from all infections / diseases. The Security Agency shall get its employees medically examined before deployment at the Company and submit medical fitness certificate as and when instructed by the Company.
- iii. Adequate provision for replacement and Reliever.
- iv. None of its Personnel report on duty in drunken state or consume drugs, prohibited substances, smoke, etc. while on duty.

### 5. DUTIES OF THE GUARDS / SUPERVISOR / LADY SEARCHERS.

The Security Agency shall ensure round-the-clock high standard Security on a day basis to safeguard the entire premises and the Assets of the Company. The security Agency shall ensure that the service is provided round the clock. The Representative of the Security Agency should be present once in fortnight to supervise the security work invariably between the shifts. The security, watch and ward should extend to the entire premises, Gate, Car Parking Area etc. and to the areas specified by the Company. In the event of a Guard or Supervisor not reporting to duty, alternate arrangements shall be made by the Security Agency immediately. The shift timings may be changed, if deemed,



For Premier Vigilance & Security Pvt. Ltd.  
Sandeep Chaudhary



necessary, by the Company and all the Security Personnel agreed upon must be deployed without fail, every day. If any security service is not provided for any shift, or less number of Security Guards is provided, the consolidated amount payable to the Security Agency shall be proportionately deducted. The Security shall check all the Personnel, things and articles entering into and going out of the Company's premises and generally act according to the instruction issued by the Company's Representatives / Managers from time to time and shall also be required to maintain correct, complete and proper records of the Personnel, things and articles coming into and going out of the Company's premises. The Security Agency should ensure that this cycle should go continuously, properly and without any break. They have to verify all building after 6.00 p.m. daily and ensure as to the building is locked properly. They should be always alert and attentive and not give lenient or casual impressions. They should not allow anybody with vehicles inside the premises / without proper entry in the Visitors Register. The Security Personnel should follow strict attendance and alternative arrangements are to be made by the Security agency whenever the Supervisor / Guard or lady Searcher going on leave under intimation o the Company. Changing of security personnel to be intimated to the Company. Patrolling to the identified points to be carried out every half an hour. The Security Personnel should ensure that proper gate pass has been issued by the competent Officers for the items taken out of the compound. In case of any doubts, they should immediately contact Officer In charge.

6. EXERCISE OF UTMOST CARE:

The Security Agency shall exercise the greatest possible care and shall take adequate preventive measures against theft, fire, sabotage, pilferage or damage of the Company's property including material, cargo and machineries and equipments. The Security Agency shall ensure that no theft, pilferages or damages to property, Cargo, machineries and equipments etc take place during the tenancy of the service agreement. The Security Agency to ensure that no property of the Company is removed by any official / private person , without a proper Gate Pass issued by the Authorized Officials of the Company. In case any theft or damage occurs during the service agreement, the Security Agency shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Security Personnel. The Security Agency shall attend all the police cases from time during the agreement / contract period, if required and instructed by the Company. No report for any loss / damage to the property of the Company shall be lodged with the Police by the **Security Agency** without the written approval of the Company.

7. PENALTY FOR NON-COMPLIANCE OF INSTRUCTIONS:

The Security Agency shall ensure that all security Personnel posted at Company's premises shall scrupulously follow the laid down instructions and advices and at any stage any Security Supervisor or Guard are found shortage in deployment as prescribed by the Security Agency, or negligent towards their assigned duties or found sleeping or drunk on duty, the Security Agency shall withdraw the Supervisor / Guard forthwith and the Company shall have the right at its own discretion to impose a penalty of such an amount on the Security Agency which may not exceed Rs. 500/- for every such incident.

8. LIST OF SECURITY PERSONNEL TO BE PRVOVIDED:

The Security Agency shall employ their own staff, furnish a list of security Guards, Lady Searchers and Supervisory Staff deputed by the Security Agency in the Company's premises detailing the name, age, qualification, permanent and present address and photographs etc. The Security Agency shall provide the name of an officer or a Nominee who ensure his presence at a short notice when required by the Company.



For Premier Vigilance & Security Pvt. Ltd.  
*Sudip Khandhar*  
Director



9. PHYSICALLY FIT AND PERSONS WITH INTEGRITY:

The Security Personnel who is having experience of having worked satisfactorily in the post and are physically fit and are of proven integrity shall only be posted. The Security Agency shall ensure that the security Personnel deputed are of sound character and integrity and are qualified and competent to carry out the duties assigned to them.

10. DAILY LIST OF SECURITY SUPERVISOR / GUARD / LADY SEARCHER

Daily list of Security Supervisor, Guard and the Lady searcher should be provided to the Company.

11. CONSIDERATION:

The Security Agency shall render the services on the job contract basis at the rate as agreed per month which includes PF contribution, ESI contribution, taxes, levies, minimum wages declared by the Government from time to time, contributions to be paid to the various Government organizations, and any other statutory provisions and liabilities to be discharged by the Security Agency.

The Security Agencies' rates shall remain constant throughout the year except where minimum rates / wages are revised by the Government. The amount aforesaid will be paid to the Security Agency in the succeeding month only on his submitting to the Company his Invoice / Bill along with the proof of salaries / wages and payments made by him to the Provident Fund Authorities, ESIC authorities etc., in respect of the remuneration paid to its Security Personnel deployed by it on the Company's premises and compliance with all statutory requirements prescribed by the Government. It will be the responsibility of the Security Agency to obtain separate code (identification number) for deposit of PF dues, with the concerned PF Authority. The Onus of deposit of PF dues shall be on the Security Agency. Payment against Security Agency's bill will be released only when the relevant challans, PF Registration / Code No. along with attendance and payment registers are provided. The Security Agency undertakes to indemnify the Company towards any costs and consequences in respect of any complaint lodged or suits instituted against it by any authority for the Security Agency not paying the wages as per the minimum wages act or not depositing the liability of Provident fund and ESI contribution in respect of the Personnel employed at the Company to the credit of the Government on time.

12. NO EMPLOYER – EMPLOYEE OR MASTER SERVANT RELATIONSHIP:

It is clearly understood by the parties that the Security Agency's employees shall not have any Employer-employee or master servant relationship with the Company. The Security Agency is solely responsible for the payment of wages and / or dues to its employees. Under no circumstances, the Staff Member and / or the workmen / Employees of the Security Agency shall be treated, regarded or considered or deemed to be the employees of the Company and the Security Agency alone shall be responsible for the remuneration, wages, other benefits and service conditions of all the employees deployed by the Security Agency and shall indemnify and keep indemnified the Company against any claim that may have to meet towards the employees of the Security Agency.

13. PAYMENTS TO THE SECURITY AGENCY:

All payment towards the Security Agency's invoice are to be made vide NEFT / RTGS favoring of Agency. Payments would be made within 15 days of submission of



Premier Vigilance & Security Pvt. Ltd.

Satish Chandra

Director

electronic invoices subject to submission by the last date of the month in discussion.

**14. DEDUCTIONS:**

The Company will not for any reason whatsoever deduct any amount from the Security Agency's monthly invoice except TDS & the Security Agency will not accept any arbitrary deduction unless agreed in writing by the Authorized Representative of the Security Agency. The Income tax / other taxes, charges levied from time to time by the Government shall be deducted at source by the Company from the monthly bills of the Security Agency.

**15. NO PAYMENT TO GUARDING PERSONNEL:**

The Company or its Representatives will not offer any payments in cash or kind or any other incentive whatsoever to the Security Agency's Guarding Personnel deployed at the Company's Locations for whatsoever reasons and if the Company do so the Security Agency will be entitled to terminate this agreement and claim damages from the Company as the Security Agency shall be entitled to in law.

**16. ROTATION OF GUARDING PERSONNEL OF THE SECURITY AGENCY:**

The Security Agency retains its right to transfer / rotate / remove all or any of its Guarding Personnel from the Company's location(s) at any point of time during the pendency of the contract under intimation to the Company without assigning any reason to the Company.

**17. REVISION OF CONTRACT RATES:**

Whenever the minimum wages and allowances payable to the guarding Personnel are increased by a notification from the Andhra Pradesh State Government, or from any semi Government authority, as applicable, the amount equivalent to the increased wages, allowances, agency cost and service tax as applicable on those rates will have to be borne by the Company. The Security Agency will bill the Company as per the revised rates w.e.f. the effective date of the notification. The Company being the Principal Employer will abide by this and accept the invoices rise as per the new notification. A copy of the gazette notification will be made available to the Company by the Security Agency on request.

**18. INDEMNIFICATION:**

Since the Company is the Principal Employer of all the Security Agency, for the personnel deployed at its premises, it is imperative that the Company reimburses the Security Agency as per the prevailing minimum wages and allowances payable to the Security Agency's Personnel.

**19. PAID HOLIDAYS:**

As per the statutory rules, the Security Agency will charge the Company extra on a pro-rata basis for duties, if any, performed by the Security Agency's Guarding Personnel on the four national holidays namely Republic Day, Independence Day, May Day and Gandhi Jayanti.

**20. RELIEVING CHARGES:**

As per the Bombay Shops and Establishment Act, 1948, the Security Agency has to provide one mandatory off per week per individual. Hence the Security Agency will be charging the Company 1/6<sup>th</sup> of the total value amount as relieving charges. It is the duty



For Premier Vigilance & Security Pvt. Ltd.  
*Sandhya Bandhu*  
Director.



of the Security Agency to ensure that weekly offs / holidays are provided to its workmen as per all laws but it will be his responsibility to ensure uninterrupted services on all days on a 24 X 7 basis.

21. ENTRY TO THE PREMISES:

Entry in the Premises is restricted. The security on duty at the Gates shall ensure that only the Authorized Persons enter the Premises after proper verification and intimation from the Company.

The Security Agency will not allow unauthorized entry to the persons to roam about, damage any civil or electrical work / fittings or to scale or damage the boundary wall from in / out side of the premises.

22. DISCIPLINE AND BEHAVIOR:

The Security Agency shall ensure that the security guards provided by it maintains perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the Company or its business or work or its officers / employees / other Security Agencies. The Official in-charge of the Company, shall be at liberty to object to and require the Security Agency to remove forthwith from the premises any person employed by the Security Agency if in the opinion of the In-Charge, such Person misconducts himself, is incompetent or negligent in proper performance of his duties or his employment is otherwise considered undesirable. The decision of the In charge shall be unquestionable and final and the Security Agency shall be under obligation to replace such a Person. No Guard shall leave the premises unless properly relieved by the next Guard. The above place shall not be left unmanned at any time during the period of the Contract.

23. OBTAINING REQUISITE LICENSES

The Security Agency shall obtain license, if any, required under the local or central laws for providing security services of the Company.

24. INDIVIDUAL ITEM RESPONSIBILITY:

The Security Agency will not be responsible for the Company's assets such as Vehicles, Laptops, Cellular Phones, Projectors, Radio Trunking Sets, Computer CD's, pen Drives, Tape Drives, any spares of computer / Printer / scanner, pagers, digital diaries, repair kits, data in any kind of soft form, and personal belongings etc. that are given to their executives for their individual use in or outside the secured premises. Such individual items remain in responsibility of the authorized User/s.

25. SECURITY AGENCY'S INDEMNITY:

The Security Agency shall indemnify the Company against any claim, loss or damage occurred, or caused to the Company due to willful acts, or omission or carelessness or negligence of the security officers / Supervisor / Guards / Lady Searcher employed by the Security Agency, while on duty and undertake to protect the assets entrusted by the Company and placed in the custody and care of the Security Agency

26. SERVICES TO BE TO THE SATISFACTION OF THE COMPANY:

The Security Agency agrees and undertakes that the security services provided by the security personnel or guards shall be to the entire satisfaction of the Company and the Security Agency will make it clear to the security personnel or guards that they are employees of the Security Agency and shall not claim wages, salary, compensation and other benefits under any legislation from the Company.



For Premier Vigilance & Security Pvt. Ltd.  
*Sandip Kumar*

Director



27. APPRAISAL / EVALUATION BY THE COMPANY:

The Company by its representatives / employees shall be entitled to appraise the services provided by the Security Agency and if it finds that the conduct, behavior or performance of the work of any of its personnel / supervisor or security guard is unsatisfactory, it may require the Security Agency to immediately recall the particular person and substitute him/ her by another. The Security Agency shall comply with such requirement made by the Company within 24 hours.

28. ARBITRATION:

This Agreement shall be governed and construed in accordance with the laws of India. All disputes or claims arising out of or in connection with or relating to this Agreement, or the breach, termination or invalidity hereof, shall be primarily and amicably negotiated between the Parties, failing which the dispute shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. For the purpose of such arbitration, there shall be one arbitrator appointed by parties. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be in Kolkata, West Bengal. Subject to the above, the Parties shall, for obtaining interim relief, submit to the jurisdiction of the courts at Kolkata, West Bengal to the exclusion of all other court

29. JURISDICTION:

This Agreement and the rights and obligations of the Parties hereunder shall, be construed in accordance with and be governed by the laws of India. Any disputes arising out of or in anyway connected with the subject matter of this is agreement shall be deemed to have arisen in Kolkata and only the Courts in Kolkata shall have the exclusive jurisdiction to determine the same.

30. TERMINATION:

Either party is entitled to terminate this agreement by giving one month's notice may be terminated by giving one month's notice to the other party. In addition to and notwithstanding anything contained herein, it is expressly agreed and understood that the Company at its sole discretion will terminate the agreement without notice and without payment of any compensation, in case of the following contingencies.

If the Security Agency or any of the officers, personnel or guards /supervisor engaged by it is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude, or

If the Security Agency or any of its personnel or guards / supervisors engaged by it if found to be negligent, (by the officers / personnel of the Company) in the performance of his / their duties, or

If the Security Agency or any of its officers, personnel or guards / Supervisor engaged by it if found to be guilty of any misconduct or of any dereliction of their duties, by the officers / personnel / supervisors / guards of the Company, or

If the Security Agent fails to execute the work entrusted to the satisfaction of the Company, or

If the security Agency fails to discharge its legal obligations towards the employees security personnel employed at the Company, or



For Premier Vigilance & Security Pvt. Ltd.  
*Sudip Chandra*  
Director.



If for any reason, whatsoever, the Security Agency is not able to perform their part under this agreement for continuous period of ten days, or

If the Security Agency commits breach of any of the clauses of the agreement.

If the Company is required to pay any damages and / or compensation and / or any payment to their customers / visitors on account of any negligent action and / or misbehavior on part of the security agency.

31. The Security Agency shall inform the Company immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under Regulation of Employment and Welfare Act, 1981. The Security agency shall obtain the license under section 12 of the Contract Labour (Regulation and abolition) Act, 1970. In default of these the agreement will be liable to be terminated.

32. To ensure that guards can act safely and know about the basics of dealing with a pandemic, security agency have provided additional training Security Agency can provide the training either at Company's office or remotely. The type of training given should focus on current events and its impact on how guards are to carry out their duties, so that there is a general awareness and understand of threats and risks.

### 33. VACATING THE PREMISES:

On expiry or earlier termination of this agreement for any reason whatsoever the Security Agency and the security guards shall vacate the said premises of the Company without any disruption /hindrance/problem of any nature and without causing any damage to the premises / property or to the employees / officers / personnel therein and the Company shall tender all dues of Bills on reconciling the accounts of Security Agency, submit cheques after mutual discussion. Security agency will be paid as full and final settlement with 48 hrs, after handing over of charge. Any dispute may be resolved by mutual discussion.

### 34. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings both oral and written between the Parties with respect to such subject matter.

### 35. NO AMMENDMENT WAIVER

No modification or amendment of this Agreement or the Annexure(s) shall be valid or binding unless made in writing and agreed to by the Parties. No failure or delay of the Bank to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall be construed as a waiver or relinquishment of future compliance therewith nor shall any single or partial exercise thereof include any other or further exercise thereof or the exercise of any other right, power or privilege and the terms, conditions and provisions of this Agreement shall remain in full force and effect unless and until waived in writing by the Bank.



For Premier Vigilance & Security Pvt. Ltd.  
*Sanjay Chandra*  
Director



### 36. SEVERABILITY

If any portion of this agreement shall be rendered illegal or unenforceable, in whole or in part, by the laws, regulations or public policy of any jurisdiction, including without limitation by a requirement, directive or guidance of the concerned Regulatory Authority in India, such provision shall to that extent be deemed not to form part of this agreement but the validity or the enforceability of any other provision of this agreement shall not be affected.

### 37. SERVICE CHARGES:

In consideration of the services performed by the Security agency under this Agreement, the Company agrees to pay the contractor Service Charges specified in Annexure to this Agreement.

### 38. NOTICES

i. All notices and other communications between the Company and the Security Agency shall be deemed to have effectively served if it is in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile, transmission, or registered or certified mail (return receipt requested), postage prepaid to the relevant party, at the address as mentioned hereinabove or facsimile numbers or such as have been notified in writing by such party to the other not less than 15 days in advance.

ii. Any change in the above address of either of the Party shall be intimated to the other Party in writing within fifteen (15) days of change either by regd. Post or by personal delivery. If no such change is intimated, service at the above address will be deemed as proper service.

### 39. CAPTIONS

The Captions and headings contained in this agreement are included only for convenience of reference and do not affect the construction of this agreement.



For Premier Vigilance & Security Pvt. Ltd.  
*Sanjay M. Chaudhary*  
Director.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal at the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED

By the within named

Lindstrom Services India Pvt Ltd



Through its Authorised Signatory

Witness

SIGNED, SEALED AND DELIVERED

By the within named

Premier Vigilance & Security Pvt Ltd

**Premier Vigilance & Security Pvt. Ltd.**

A handwritten signature in black ink, appearing to read "S. G. Anand", written over the company name. Below the signature, the word "Director" is printed in blue ink.

Through its Authorized Signatory

Witness



Premier Vigilance & Security Pvt Ltd

4 B, Orient Row, Kolkata- 700017

Phone No:- 033-403897-13/12

Email:-admin@pvspl.net / Web:- www.pvspl.net



Components	Security Guard (Amounts Rs) (For 30 Days)
Basic MW	7,594.00
HRA@5%	379.70
Conveyance Allowances	950.00
<b>Gross</b>	<b>8,923.70</b>
PF @ 13%	1,110.72
ESIC @ 3.25%	290.02
Bonus @ 8.33% on MW	632.58
Uniform	150.00
LWF	2.50
<b>Total 2</b>	<b>11,109.52</b>
Reliever Charges@16.67%	1,851.96
<b>Total 3</b>	<b>12,961.48</b>
Service Charges @ 6%	777.69
<b>Total 4</b>	<b>13,739.17</b>
No of Manpower	3
<b>Total 5</b>	<b>41,217.50</b>

Please Note:-

> As and when the minimum wages are revised by the Sate Govt., the same will be implemented in the above rates accordingly.

> GST as applicable will be charged on the total billing.

Gratuity will be reimbursed as per the Govt rule.



For Premier Vigilance & Security Pvt, Ltd.

*Sandip A Chandra*  
Director.