

## STATE OF ASSAM

### AGREEMENT

#### PROVIDING/OBTAINING SECURITY GUARD (ARMED/UNARMED) SERVICES

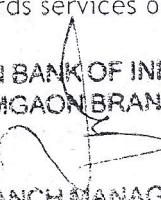
This Agreement is entered at Guwahati (Place) on the 02 day of August 2021 between Union Bank of India, Maidamgaon Branch/Office at Maidamgaon, Barpeta, Guwahati - 781028 (Address) represented by its attorney Shri Joydeep Talukdar hereinafter referred to as the First Party

AND  
The Private Security Agency(PSA) M/s. Pvt. Pvt. Ltd represented by its Sr. M.P. NER (designation), Mr./Mrs./Ms. Col. Robin Das, Retd. (name) and having its office at 176, Rajash Road, Guwahati - 7 (address) hereinafter referred to as the PSA which expression shall wherever the context so admits, means and includes his legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Second Party for safeguarding its properties and assets.

Whereas the PSA, providing security guards(armed/unarmed) services has agreed to provide Security Guards (armed/unarmed) (Strike out whichever is not applicable), hereinafter referred to as "PSA's Employees" to the First Party as per the First Party's requirements and terms & conditions of the RFP.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of 36 months w.e.f. 02.08.2021 till 01.08.2026 which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

For UNION BANK OF INDIA  
MAIDAMGAON BRANCH  
  
BRANCH MANAGER

For Premier Vigilance & Security Pvt. Ltd.  
  
Authorized Person

Now therefore this agreement witnessed as under:

1. The PSA declares that the PSA is in possession of the valid license issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. PSA shall ensure that 01 No. of Security Guards possessing the required skill and training shall be deployed at the ATM. The PSA's Employees shall not be more than 55 years of age at the time of first deployment.
3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005, the Rules framed there under and the amendments thereto.
4. The PSA shall ensure that all the PSA's Employees are subjected to basic security and weapon handling training & periodic refresher training programme on regular basis at its own cost.
5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, completion of such registration shall be ensured by the PSA before deploying their employees with the first party.
7. The PSA agrees that the duty of the deployed security guard (unarmed) is to keep a watch over persons visiting the ATM for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized person AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the Bank. The PSA further undertakes that he has briefed the Security Guard in writing that the guard shall use his right to private defense as provided U/s 96 to 106 of the Indian Penal Code.
8. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
9. PSA shall provide the names of PSA's Employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression, signatures & Aadhaar Identify Proofs.
10. The PSA shall ensure that the PSA's Employees function under general directions of Branch Manager / Authorized Official and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA's Employees deployed at ATM have read & understood their duties.
11. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc) initially and replace the same periodically as and when required. At no point of time the uniform or its liveries should be faded/untidy/torn.
12. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such Police verification Certificates

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13. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such Police verification Certificates shall be submitted to the First Party before deployment of Security Guards or their subsequent relievers.

14. PSA's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases. Wherever required by the First Party, the PSA will provide literate PSA's Employees to perform the assigned duty efficiently.

15. The PSA will change the PSA's Employee immediately on instructions from the First Party if the performance/ behavior of that particular PSA's Employee is not acceptable or if found physically/medically unfit and the decision of the First Party will be final in this regard.

16. The PSA shall ensure that the PSA's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not consume tobacco, alcohol or other intoxicants or be found in an inebriated state or smoking during the duty hours.

17. A PSA shall ensure that no familiarity develops between the PSA's Employees and the First Party staff. Further, the PSA shall ensure that the PSA's Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.

18. A Security Supervisor will be detailed by the PSA. Such security supervisor shall report to the concerned branch/officer in-charge/official at least once 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 Branch/Office. First party will not be liable for any separate payments for this arrangement and the cost of such supervisory arrangement shall be borne entirely by the PSA at its own end.

19. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and any other untoward incidents.

20. PSA shall maintain duty register for each PSA's Employees and get the register checked by the Bank's branch/office daily, along with timings. In case a PSA's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.

21. The PSA shall maintain up to-date record of PSA's Employees as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation &

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Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.

22. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

23. PSA shall alone plan, relieve, decide and be responsible for the leave or absence of the PSA's Employees on any grounds and First party shall not in any way be responsible for sanction of leave, etc. to the PSA's Employees.

24. PSA shall maintain proper records / details of the PSA's Employees deployed in the branch/office/ATM of First Party. It shall submit monthly bills to the branch/office by 5<sup>th</sup> of each month giving details of the PSA's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the Bank's branch/office, where the PSA's Employees are deployed on a monthly basis by a crossed cheque/online credit in favour of PSA within four working days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within four working days from the date of resolving the discrepancy by the PSA.

25. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues for/to PSA's Employees like salary/wages, bonus, arrears, overtime, EPF & ESI contributions employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.

26. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.

27. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statutes in force and modified/amended or revised from time to time as per enactments of Central/State Governments.

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

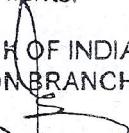
29. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings Bank Account of the PSA's Employees with any bank.

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

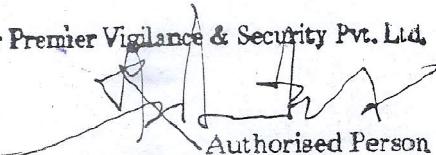
31. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.

32. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food, beverages and refreshments.

For, UNION BANK OF INDIA  
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33. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSA's Employees for any reason, PSA shall be liable to pay compensation as deemed necessary and become payable to the injured/deceased or their legal claimants. All legal proceedings and expenses towards such incidents/accidents will be borne by the PSA without involving the First party at any stage.

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

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

36. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.

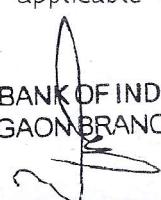
37. The PSA's Employees deployed for the security of the branch/office/ATM a. per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.

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

39. PSA undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in offices/ATMs of First Party before deploying their employees with the First Party.

40. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.

41. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.

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42. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/ pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.

43. The First Party as well as the Reserve Bank of India shall have the right to access all books, records and information relevant to the PSA's employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.

44. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if and when demanded.

45. The PSA shall not sub-contract the security guards'/armed guards' services provided to the First Party to any third party without the prior approval of the First party.

46. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.

47. In continuation of the Clause 46 above, if any of the terms / clauses of this agreement remains violated or non-rectified or not adhered to by the PSA for more than one month even after due notice of such violation or non-adherence, the PSA agrees that apart from terminating the Contract, the First Party will have the right to blacklist the PSA for the next five years and to invoke the Performance Bank Guarantee and forfeit the entire amount covered by the Performance Bank Guarantee as penalty for non-adherence to this agreement / contract.

48. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. \_\_\_\_\_ for each Armed Guard / Rs. \_\_\_\_\_ for each Security Guard (excluding taxes) and after deducting TDS (if applicable) to the PSA for each completed month of services or pro-rata thereof.

We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

(Signature)  
Authorised Signatory  
For BANK (with seal)  
  
(First Party)

For, UNION BANK OF INDIA  
MAIDAMGAON BRANCH

BRANCH MANAGER

(Signature)  
Authorised Signatory  
For Private Security Agency (with seal)  
  
(Second Party)

For Premier Vigilance & Security Pvt. Ltd.

Authorised Person