



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 080349

**AGREEMENT FOR OUTSOURCING GENERAL HELPER/OFFICE  
ATTENDANT/SWEEPER/COFEE-BOY ETC.**

This agreement made at Kolkata on this day 23<sup>rd</sup> July, 2021 between The private security agency Premier Vigilance & Security Pvt Ltd, having its registered office at 4B orient Row, Kolkata-17 (hereinafter called "the Agency" which term shall unless repugnant to the context, include its legal heirs, executors, administrators, assigns, successors in interest, etc.) represented by its Sr. Vice President, Mr. T.K.Samaddar.

THE SOUTH INDIAN BANK LTD, a banking company within the meaning of the Companies Act, 1956 and having its Registered office at Thrissur, Kerala State and one of its branches at Amtala Baruipur Road, KE Carmel School, Amtala – 743 503 .(hereinafter called "Bank" which term shall unless excluded by or repugnant to the context, include its legal heirs, executors, administrators, assigns, successors in interest, etc.) represented by its Branch Manager Mr.Souvik Mondal s/o Sri Amulya Ratan Mondal, aged 27 years.

WHEREAS the Agency is engaged in the business of providing general-helper/office attendant/sweeper/coffee-boy etc.

**SOUTH INDIAN BANK LTD.**

*[Signature]*  
Manager  
AMTALA BRANCH

1 | Page  
For Premier Vigilance & Security Pvt. Ltd.

*[Signature]*  
Sr. Vice President



WHEREAS **Bank** is doing banking business as defined under the Banking Regulations Act, 1949 through various branches, Regional Offices, Departments etc., situated in different places spread all over India.

WHEREAS **Bank** is in requirement of office boy and **Agency** has come forward and expressed its willingness to provide such persons to the **Bank** as per its requirements.

WHEREAS **Bank** and **Agency** have agreed to enter into an agreement for the aforesaid purpose for a period of 24 months with effect from 1<sup>st</sup> August, 2021 to 31<sup>st</sup> July, 2023.

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

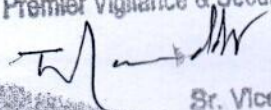
1. The **Agency** shall provide ~~general helper/office attendant/sweeper/coffee boy etc.~~ on all working days and on other days as per the requirements of the **Bank**.
2. The **Bank** shall pay the **Agency** an amount of **Rs.10,840.99** per month per person towards charges for engaging office attendant. In return for the said charges, the **Agency** shall at its own risk and cost provide services of ~~general helper/office attendant/sweeper/coffee boy etc.~~ on contractual basis. The amount to the **Agency** will be payable on the last working day of each calendar month and there will be no enhancement in rates/charges during the period of Agreement. No other charges shall be payable to the **Agency** except the agreed amount plus applicable GST. The **Agency** shall execute proper stamped receipt for the amount received.
3. Fee for a particular month will be paid directly to the **Agency** only after obtaining necessary documentary proof from the **Agency** in respect of previous month, confirming (1) payment of minimum wages fixed by government to the general helper/office attendant/sweeper/coffee boy etc. as per total number of shifts for which they are engaged and (2) Remittance of EPF and ESI amount with the respective authorities.
4. The **Agency** shall ensure the performance, code and conduct of ~~general helper/office attendant/sweeper/coffee boy~~ provided by them to the **Bank**. The **Agency** has to make sure that persons provided by them do not indulge in activities detrimental to the interest of the **Bank** including monetary transactions with customers of the **Bank**.
5. The **Agency** shall ensure that ~~general helper/office attendant/sweeper/coffee boy~~ provided by them to the **Bank** will report to the Branch Manager and function under his general directions.
6. The **Agency** shall maintain upto date record of general helper/ office attendant/sweeper/coffee boy etc. as per the Shops and Establishment Act and discharge all obligations under various Laws viz. the Minimum Wages Act, the Employees Provident Fund Act, the Employees State Insurance Act, ~~the Payment of~~

SOUTH INDIAN BANK LTD.

  
Manager  
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2 | Page

For Premier Vigilance & Security Pvt. Ltd

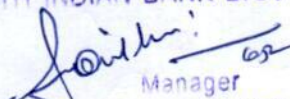
  
Sr. Vice President



Gratuity Act, Payment of Bonus Act, Workmen's Compensation Act, the Contract Labour (Regulation and Abolition) Act, etc. under any other State/Union Legislation in respect of general helper/office attendant/sweeper/coffee-boy etc. engaged by the **Agency**. The **Agency** shall submit proof of payment of all statutory obligations/maintenance of up to date records before the 15<sup>th</sup> of every month and for as and when determined by the Bank which the Bank will be entitled to withheld payment of service charges of subsequent months.

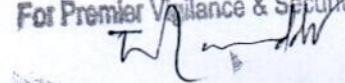
7. The **Agency** hereby undertakes compliance with statutory conditions or requirements applicable to them.
8. The **Agency** shall comply with all the provisions of laws of the land applicable while providing general helper/office attendant/sweeper/coffee-boy etc. to the **Bank**.
9. The **Agency** hereby undertakes full responsibility for all acts of commission and/or omissions general helper/office attendant/sweeper/coffee-boy etc. provided by them and shall compensate the **Bank** for any loss/damage caused to the **Bank** by their acts of commission and/or omissions or dereliction of duty or negligence. The **Agency** is also liable to indemnify the **Bank** against cost of any litigation incurred by the **Bank**.
10. In case any losses are caused to the **Bank** on account of non-fulfillment of any obligation by the **Agency**, the **Bank** shall have right to make adjustments against the losses from the charges payable to the **Agency**
11. The **Agency** agrees to change general helper/office attendant/sweeper/coffee-boy etc. engaged by them immediately on receiving instructions from the **Bank** and decision of the **Bank** is final in this regard.
12. The **Agency** shall be absolutely responsible for the payment of salary, all other statutory obligations for the general helper/office attendant/sweeper/coffee-boy etc. (or their dependent) employed on account of salary/wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the **Bank** has no connection in relation to such matters. The **Agency** shall furnish the proof of having paid the wages to the general helper/office attendant/sweeper/coffee-boy etc. engaged by them within one week of the disbursement of the wages to them.
13. The **Agency** hereby agree and declare that general—helper/office attendant/sweeper/coffee-boy etc. engaged are working purely at the instance of the **Agency** and that they shall not have any kind of legal right to claim absorption or any regularization of service or other working conditions of the **Bank**, there being no relationship of master and servant between them and the **Bank**.
14. The **Agency** shall ensure that the general helper/office attendant/sweeper/coffee-boy etc. engaged shall wear prescribed uniform of the **Agency** or that stipulated by the Bank with proper Photo Identity Card, name tab etc. The general helper/office attendant/sweeper/coffee boy etc. shall not take any alcohol or intoxicants and smoke during the duty hours.

SOUTH INDIAN BANK LTD.

  
Manager  
AMTALA BRANCH

3 | Page

For Premier Vigilance & Security Pvt. Ltd

  
Sr. Vice President



15. The ~~general helper/office attendant/sweeper/coffee boy~~ etc. provided by the **Agency** shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/major diseases.
16. In case of any mishap sustained by ~~general helper/office attendant/sweeper/coffee boy~~ etc. of whatsoever nature(minor major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the **Agency** and not of the **Bank**.
17. If for any reason, compensations, costs etc. are paid by the **Bank**, the same shall be reimbursed by the **Agency** to **Bank** without any demur, including interest at ruling rate till settlement.
18. In case of any property loss/injury to any one of the staff of the **Bank** due to negligence of or dereliction of duty or in-attentiveness of ~~general helper/office attendant/sweeper/coffee boy~~ etc., all liabilities arising out of such incident will be fully met by the **Agency**.
19. For verification of antecedents of the entire ~~general helper/office attendant/sweeper/coffee boy~~ etc., a system should be in place for which an undertaking should be forwarded by the **Agency** for the **Bank's** record.
20. The **Agency** should ensure the rotation of the ~~general helper/office attendant/sweeper/coffee boy~~ etc., at the particular post at least once in six months with the prior permission from the **Bank** or on receipt of such advice from the **Bank**.
21. The **Agency** shall furnish the names and permanent and local addresses of the ~~general helper/office attendant/sweeper/coffee boy~~ etc. being posted at the **Bank** along with their latest photographs, thumb impression and signatures.
22. This agreement is valid for a period of 24 months with option in favour of the **Bank** to discontinue the service of **Agency** by giving 24 hours notice without assigning any reasons. The **Agency** may also terminate the Agreement by giving 30 days prior notice to the **Bank**. The **Bank** shall have right to terminate this agreement at any time if the
23. **Bank** is of the opinion that the service of the **Agency** is unsatisfactory. A premature termination of the agreement at the behest of the **Bank** will not confer the **Agency** any right to any damages.
24. The **Agency** shall ensure that at no point of time during the prescribed duty hours, the ~~general helper/office attendant/sweeper/coffee boy~~ etc. will leave his/her place of duty.
25. The **Agency** and the persons engaged by them as general helper/office attendant/sweeper/coffee boy etc. shall hold all information, data, material, instructions, communications, the terms and conditions of business as strictly confidential, whether received in writing or oral form, from the **Bank**.

SOUTH INDIAN BANK LTD.

*[Signature]*  
Manager  
AMTALA BRANCH

4 | Page

For Premier Vigilance & Security Pvt. Ltd

*[Signature]*

Dr. Vice President



26. The parties hereto shall, in respect of any disputes and differences that may arise between them in respect of any matter stated in this Agreement, or in connection or arising out of this Agreement or with regard to interpretation thereof shall refer the same to arbitration of a sole arbitrator appointed by the **Bank**. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be at Kolkata and the language of the arbitration proceedings shall be English.


In witness whereof Mr Souvik Mondal, The South Indian Bank, Amtala on behalf of **the Bank** and Mr. T.K.Samaddar ( Sr. Vice President) on behalf of "**Agency**" hereinto set their hands on Third July two thousand twentyone.

**SOUTH INDIAN BANK LTD.**

  
Manager  
**AMTALA BRANCH**

For BANK (with seal)  
(First Party)

For Premier Vigilance & Security Pvt. L.

  
Sr. Vice President

For Private Security Agency  
(Second Party)

Witness :





**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 16<sup>TH</sup> 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.

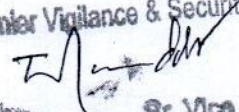
**Authority to sign Agreements, Contracts, Work Orders, Tenders etc.**

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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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 Pvt. Ltd.  
  
Sr. Vice President



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