

DRAFT TERMS AND CONDITIONS OF SECURITY AGENCIES FOR
PROVIDING SECURITY SERVICES TO THE COMPANIES (IN
LIQUIDATION):

1. The Security Guards provided by the Security Agency will be for 24 hours consisting of the shift of eight hours for each shift for the protection of the said premises.
2. The Security Agency shall not refuse appointment offered by the Official Liquidator without valid reasons.
3. The Security Agency shall be paid minimum wage rate of the concerned State plus service charges (as decided by the Committee) plus Service Tax only as applicable from time to time towards watch and ward expenses. Further, the security Agency may build a temporary structure in the said premises at a place identified by the Official Liquidator of appropriate size and shape at its own cost for the security Guards deployed at the said premises from time to time, if required.
4. The Security Agency will prevent unauthorized carrying of any material in and out the premises. The Security Agency shall conduct frequent patrolling of the factory premises during night hours.
5. The Security Agency will maintain such registers and records for marking the presence of the Security Guards and also to keep record of vehicles and persons entering or leaving the said premises which shall be subjected to periodic inspection.
6. The Security Agency at its own expenses shall provide Security Guards with necessary uniforms, arms outfits etc., required for the effective discharge of security services to the Official Liquidator in respect of the said premises.
7. At the time of taking over the said property, for providing security, by the Security Agency, the conditions of the property shall be noted and an inventory of all properties in the said premises shall be prepared by the Panel Valuer of the Official Liquidator or his duly authorized representative, representative of the Security Agency, any of the Secured Creditors of the company (In Liquidation) and the representative of the company (In Liquidation), if available.
8. The Security Agency shall furnish a certificate in respect of every Security Guards in the said premises, stating that they have checked the antecedents of the Security Guards themselves and have verified their addresses, telephone numbers and such other references for their identification.
9. The Security Agency shall provide the names, addresses, Photographs and other particulars of all the Security Guards deployed at

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the said premises from time to time to the Official Liquidator, within one week of their deployment.

10. The Security Agency shall ensure that the Security Guard provided by it, while on duty will maintain perfect discipline and behavior and shall neither cause any damage to the property of the Company in liquidation and the said premises nor commit or permit any pilferage thereof and also not leave the premises of the Company (in liquidation) unguarded without permission of the Official Liquidator.

11. The Security Agency will have to comply with order of the Hon'ble High Court of Allahabad and ensure that the salary to the watch and ward staff is paid through Cheques and bank accounts only. Every Security Guards shall be required to maintain a bank account in a nationalized bank and photocopy of the statement of account(s) of each security guards shall be furnished along with the bills whenever raised by them.

12. The Security Agency shall furnish an affidavit that all the records furnished by them to the Official Liquidator is correct and genuine and no theft has taken place during their service tenure and that all security guards are performing their duties as per directions of the Official Liquidator. Further, the Official Liquidator shall also be entitled to summon the security guards, if so required, and ascertain as to whether or not the wages/ salary have been paid to them.

13. The Security Agency shall ensure that the security service provided by the Security Guards shall be to the entire satisfaction of the Official Liquidator and Security Agency shall make it clear to Security Guards that they are the employees of the Security Agency and they shall have no claim against the Official Liquidator/ Ministry of Corporate Affairs /Hon'ble High Court of Allahabad and the Official Liquidator shall have no liability to pay wages /Salaries/ compensation or any other benefit(s) to the security Guards under the Labour Laws and other legislation and only security Agency is responsible for meeting all the statutory requirements as per State/Central Government Rules.

14. The Security Agency shall ensure that it makes available, for inspection, to the Official Liquidator or his authorized representative, all the records with regard to payment of wages, salaries, compensation, any statutory benefits, facilities or amenities required to be provided to the Security Guards under any law, rules and regulations applicable to them.

15. The Security Agency shall forthwith inform the Official Liquidator in case of the removal of any of the Security Guards from its service and deploying of any other Security Guards (s) to replace him. In the case of latter, the Security Agency shall also supply the name, address and photograph of the Security Guard (s) so replaced along with all the aforesaid details as a replacement of the Security Guard(s).

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15. The Security Agency shall inform the Official Liquidator of any loss or damage/theft caused to the property of Company (in Liquidation) and the said premises without any delay and shall also lodge DDR/FIR in the concerned Police Station immediately.

16. The Security Agency shall furnish a security amount of Rs. 1,00,000/- (Rupees one Lac) only in favour of the Official Liquidator in the common Pool fund Account maintained by the office of the Official Liquidator and also to furnish a Bank Guarantee for Rs. 5,00,000/- (Rupees Five Lacs) only by the Director/Proprietor of the security agency for safeguarding the assets/properties of the Companies (in Liquidation). The Official Liquidator shall refund the security amount without any interest at the time of expiry of panel of Security Agency or when the Security Agency wants to leave the panel. Further, in case any of the terms and conditions are found to have been violated, the Official Liquidator shall be at liberty to invoke the said security amount and enforce the Bank Guarantee, subject to the approval of the Hon'ble High Court of Allahabad.

18. The Security Agency has to obtain license as required under the provisions of the Private Security Agencies (Regulations) Act, 2005 and any other license required under the local or central law for providing security service on behalf of the Official Liquidator and engaging the Security Guards.

19. The empanelment will be for a period of 5 years subject to the terms and conditions from the date of empanelment of security agencies. The Official Liquidator shall, in the event of the services provided by the Security Agency is generally considered to be unsatisfactory or for any other reason considered by Official Liquidator sufficient to terminate the security agency, then he may de-panel the security agency with the approval of the Hon'ble High Court of Allahabad.

20. In case where Official Liquidator is of the opinion that it would no longer be safe to continue with the services of Security Agency or has become incapable of rendering the service because of it being declared insolvent or bankrupt, cessation of its operations, dissolution and such other factors that may arise, the Official Liquidator may de-panel the security agency with the approval of the Hon'ble High Court of Allahabad. The Security Agency shall not be entitled to compensation in case of de-panelment of security agency for any of the said reasons. However, the dues that are legally due to the agency towards services already rendered would be ascertained and paid.

21. These terms and conditions or any of them can be modified, added or deleted by the Official Liquidator at any time on the direction of the Hon'ble High Court of Allahabad.

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22. The payment of the Security Agency shall be in accordance with the orders of the Hon'ble High Court of Allahabad.

23. On the expiry of 5 years of empanelment of Security Agency or its early termination, as the case may be, the Security Agency and the Security Guards deployed by it shall vacate the said premises without in any way causing damage to the said premises and the property lying therein and will peacefully vacate and give possession to the staff of the Official Liquidator.

24. The Security Agency shall keep the Official Liquidator informed of its address and name and addresses, telephone numbers and e-mail ID etc. of all of its key functionaries and any change thereof.

25. The Security Agency in addition to immediately informing the Official Liquidator, if any untoward incidents like theft, encroachment, alienation, Fire, damage etc. takes place should also send a notarized affidavit on monthly basis about the factual position of the Companies under liquidation (allotted to them) on the points mentioned in this para.

OFFICIAL LIQUIDATOR
HIGH COURT, UP ALLAHABAD

