

CONTRACT FOR SECURITY SERVICE ARRANGEMENT

Year 20__

This Contract is made on _____, between:

(i) M/s. Walsons Services Private Limited, a company incorporated under the Companies Act, 1956, having its corporate office at 461, Udyog Vihar, Phase-V, Gurgaon, Haryana (a group company of Securitas AB, Sweden, hereinafter referred to as "Securitas India") of the First Part; AND

(ii) _____, [a company incorporated under the Companies Act, 1956,] having its office / premises at _____ (hereinafter referred to as "_____") of the Second Part.

Page 1 of 4

Securitas India and _____ agree to the following TERMS & CONDITIONS:

- Securitas India will provide Security Service arrangements at the offices/premises of _____ State in terms of Appendix A.
- The Contract shall commence from _____.

Securitas India undertakes to:

1. Arrange deployment of trained and uniformed personnel with best endeavors to conduct the offered services and assist in protection of legitimate interests and items at the office/premises of _____
2. The Security personnel deployed at _____ establishment will be employees of Securitas India and the necessary statutory requirements such as minimum wages, ESI, PF etc. shall be the responsibility of Securitas India, who is registered with PF and ESI in the name of Walsons Services Pvt. Ltd only to the extent paid by the client.
3. Securitas India will provide necessary supervision to ensure suitable performance of the offered security service in accordance with the existing assignment brief agreed upon between the parties to the Contract.
4. Securitas India will perform the offered Security service, acts and matters connected with the administration, superintendence, and conduct of security arrangements on the basis of the terms defined herein and in accordance with such amended directions that _____ may from time to time desire, as are earlier mutually agreed between the parties to the Contract.
5. Securitas India will raise the monthly bills to _____ at the mutually agreed prices, for the services on or about the first working day of each month for the service provided for the pervious month. _____ will make the total payment of the bills within five working days from the presentation of bills by Securitas India, each month, by way of cheque/Demand Draft/ Bank Transfer issued in the name of "Walsons Services Private Limited", to enable Securitas India to pay all the deployed and deputed work force by seven of the month as applicable by laws. The parties agree that the payout under the contract is contingent upon timely payments by _____ to the Securitas India. This is done to protect the principal employer's interest.

Securitas India
(Walsons Services Pvt. Ltd.)

Corporate Office
Walsons House
461, Udyog Vihar, Phase V
Gurgaon-122016, Haryana
India

Telephone
+91-124-4718888
Facsimile
+91-124-4423821
www.securitas.in

6. Securitas India will not be held responsible for any damages / sabotage and other acts caused to the premises of _____ due to activities of trade unions / riots etc. or any other events of "force majeure", acts of God / Nature etc. which are considered as beyond the direct control of Securitas India.
7. Securitas India will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure, timely payments of invoices and the report of a joint committee represented equally. In case of any theft or negligence the Client will inform the Service Provider of the incident within the shortest possible time and provide a copy of the FIR filed and any other document which is required by the Service Provider to realize the insurance claim.
8. The liability of Securitas India shall be restricted upto a maximum amount equivalent to the Service Margins of three months.
9. Securitas India terms of employment do not permit Securitas India personnel to do any professional or other work for rewards or otherwise directly or indirectly except for Securitas India only.
10. Securitas India and its staff will not involve in activities at _____ premises, which are considered as outside the scope of the offered Security arrangements of this Contract. If found guilty of the same, the contract is terminable at the instant.

_____ undertakes to:

1. Pay to Securitas India an amount based on unit rates as agreed (Appendix "A & B")
2. _____ for the security arrangement would, however, vary with the changes in the number of security personnel and arrangement, as may amend the amount of charges.
3. Make timely payments after presentation of bills within five clear working days.
4. Make payments by way of cheque/Demand Draft/ Bank Transfer issued in the name of "Walsons Services Private Limited" payable at New Delhi. In the event that any of the payments due to Securitas India pursuant to this Agreement are overdue beyond 30 days, Securitas India shall be entitled to claim interest on the outstanding amount at the rate of 1.5% per month, from the date on which the sum became due until the date on which payment is received.
5. Not make any short payments or apply deductions except the statutory deductions without prior formal acceptance by both parties. _____. If any deductions are agreed after mutual discussions, such deductions would be adjusted in the bills in the following month.
6. Separately pay extra for any additional services requested that are beyond and is in addition to the security service arrangement referred in this Contract.
7. _____ would, at its sole cost, arrange complete valid insurance cover for their entire premises, property and all belongings at the subject premises.
8. To immediately inform Securitas India of any changes that in the opinion of _____ could impact the security arrangements of the premises or that necessitate a change in the assignment supervision / instructions.



9. The security service arrangement stipulated in this Contract is for the captive use of _____ and will not be sub-contracted or used by or for any third party.
10. To not Contract or employ any employee/s of Securitas India within a period of twelve months of having left the services of Securitas India or within twelve months from the date of termination of this Contract, for security services or any other employment.
11. _____ will be carrying out a monthly appraisal of services provided during the month and report critical incidents if any to Securitas India.

Securitas India AND _____ BOTH AGREE THAT:

1. _____ will pay Services Tax under Notification issued by Government of India, Ministry of Finance, on the total billing per month. Any revisions / increases in statutory levies would be payable by _____.
2. _____ shall have the right to recommend, within reason, the change of any security personnel, within 24 Hours. Similarly, Securitas India reserves the rights to change / rotate the Security personnel, with prior intimation of 2 days to _____.
3. The rates charged under this contract are governed by the applicable minimum wages and other statutory costs at that time of deployment of services by Securitas India, for the relevant State / Central Government and any increase in statutory obligations including minimum wages by such govt. will attract pro-rata increase in the price. Securitas India will raise invoices incorporating such revisions / amendments in it and the _____ will remit payment accordingly.
4. _____ will deduct TDS, as per applicable tax laws and applicable Government rules and will issue the appropriate TDS certificate to Securitas India, required to be issued under applicable tax laws, in the name of "Walsons Services Private Limited".
5. In case of any negligence on part of the security personnel deployed at the office/premises which cause loss/damage to the Client, an investigation will be conducted by a Joint Investigation Committee comprising of equal number of members of both the parties and will submit its report, fixing responsibility of such negligence, to both the Management.

TERM OF CONTRACT

1. This Contract is valid for one year from the date of commencement and will be automatically renewable for equal periods on mutually agreed revised terms unless either party terminates the same by giving one month's notice in writing before the end of the Contract period or payment in lieu of the notice period.
2. In case of termination of the contract between the Client and the Service Provider, for any reasons whatsoever, or without any reasons for convenience, it shall be the obligation of the Client to settle the dues of the Service Provider in full before the actual withdrawal of service. Any delay in remitting the full and final payment will result in the Service Provider continuing to occupy the site and billing the Client for the period on full rates but with no obligations.



SETTLEMENT OF DISPUTE AND JURISDICTION

1. Any claim, dispute, or controversy arising out of, or in relation to, this Contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, be satisfactorily resolved by mutual understanding between the parties, shall be finally settled through arbitration.
2. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator, who shall be mutually appointed by the parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The parties mutually agree that the arbitration award shall be final and binding on the parties.
3. The Parties submit to the exclusive jurisdiction of the Courts of Delhi.

Page 4 of 4

For Securitas India

For _____

Authorized Signatory

Authorized Signatory

Name:

Name:

Date:

Date:

Company Seal:

Company Seal