

AGREEMENT FOR PROVIDING SECURITY SERVICES

THIS AGREEMENT is made at Mumbai on this _____ day of _____ Two Thousand _____;

Between

Maharashtra State Security Corporation, a Body Corporate constituted under The Maharashtra State Security Corporation Act, 2010, represented by its Superintendent of Police and General Manager of Maharashtra State Security Corporation Shri. M. P. Lohar having its registered office at 30 B/1, Ground Floor, World Trade Centre, Cuffe Parade, Mumbai 400 005, hereinafter for brevity referred to as “**MSSC**”, (which expression unless repugnant to the context or meaning thereof mean and include its successor or successors, administrators and assigns) of the **ONE PART**;

AND

_____, a Body Corporate Constituted under the _____, represented by _____, having its registered office at _____, hereinafter for brevity referred to as “**THE CLIENT**” (which expression unless repugnant to the context or meaning thereof shall mean and include its successor or successors, administrators and assigns) of the **OTHER PART**;

WHEREAS:-

- (a) MSSC is a Statutory Corporation of the Government of Maharashtra established under the Maharashtra State Security Corporation Act, 2010 (hereinafter referred to as “**the Act**”) by the State of Maharashtra for the purposes of raising a Force for providing better

protection and security to the State Government and Central Government offices, Undertakings, Public Sector Undertakings, employees of all such establishments, etc. as provided under the Act and accordingly MSSC holds Security Force;

- (b) The Client intends to engage MSSC for providing security personnel at its location(s) situated at _____.
- (c) The Client appointed its representative(s) to coordinate with the MSSC for conducting a Joint Security Audit by the officers of MSSC and the representative(s) of the Client at the Client's said location(s).
- (d) After conducting the said Joint Security Audit of the location(s) by the officers of the MSSC and the Client, the Security Audit Report of the said location(s) has been prepared, approved and signed by the said Joint Survey nominees for deployment of security personnel at the Client's said location(s).
- (e) Accordingly, MSSC has agreed to deploy _____ number of Security Personnel ("**the Security Personnel**") on a contractual basis for a period of _____ years commencing from _____ and expiring on _____ as per the aforesaid Joint Survey. The said period may be further extended by the parties for such period and terms as may be mutually agreed between MSSC and the Client. A chart of the Security Personnel to be deployed indicating the number, designation and description of the personnel are annexed as **Annexure "I"** hereto.
- (f) In consideration of the deployment of the aforesaid Security Personnel by MSSC, the Client has agreed to avail the Security Services of MSSC at the said location(s) and whereupon a financial proposal in the sum of Rs. _____/- (Rupees _____ only) per annum (which is exclusive of Service Tax at 14% or such other

applicable rate) is sent to the client on _____. A Statement indicating the said charges is annexed as **Annexure “II”** hereto. The aforesaid financial proposal is read, understood and accepted by the Client. All the Taxes as applicable from time to time will be charged on the said amount and shall accordingly be payable by the Client.

- (g) The said Security Services to be provided by MSSC are to be provided in accordance with the provisions of the said Act and Rules there under as may be amended from time to time and which provisions shall remain binding on the parties hereto. The provisions of the said Act and the Rules thereunder are read, understood and accepted by the Client.
- (h) The parties hereto have pursuant to the Agreement arrived at between them entered into this contract upon the terms and conditions mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH as under:-

1. MSSC agrees to deploy _____ number of Security Personnel on a contractual basis for the Client as per the Joint Survey and the financial proposal submitted by MSSC to the Client and accepted by the Client. A chart of deployment of the said Security Personnel indicating the number and description of the personnel is Annexure “I” hereto. The said financial proposal submitted and accepted by the Client is Annexure “II” hereto.
2. A re-survey shall be conducted of the said locations at the end of every year or as and when warranted and which re-survey may require changes/modifications in the existing strength of the Security Personnel due to any of the factors mentioned below but not limited to:-

- (a) Deficiency in manpower at duty points;
- (b) By reason of under assessment when the need based strength was determined;
- (c) Due to commissioning the new manpower;
- (d) Coming up of Pedestrian /vehicular/railway gates;
- (e) Erection of a Watch tower;
- (f) Eventualities which could not be anticipated earlier being new developments; and
- (g) Needs arising from re-calculation of the manpower requirements for various duties (due to revision of scales for manpower).

In such an event, the deployment of Security Personnel and the financial obligations shall stand revised accordingly.

3. The initial period of this contract will be for 12 calendar months with effect from _____ to _____ which contract may be further extended by the parties for such period(s) as may be mutually agreed between MSSC and the Client.
4. The rates offered by MSSC and accepted by the Client are given at Annexure "II" hereto. The Rates of Security Charges would also be made applicable to you, if raised by Board of Directors of MSSC. However, in addition thereto, all applicable taxes and payable to the Government and Statutory Authorities shall be borne and paid by the Client. Further, the rates will be governed by various laws then applicable.
5. The deployment of Security Personnel shall be from the security personnel of MSSC and MSSC shall not sub-contract such deployment of Security Personnel to any other third party.
6. (a) The Client shall make and provide suitable arrangements for

guard cabins wherever required, along with necessary furniture like table(s), chair(s), fan(s), light(s), electricity and common washroom/toilet etc. to enable the Security personnel to perform and discharge their duties efficiently. Such arrangements shall be made at the sole behest of the client only for which no reimbursement shall be made by MSSC to the client.

- (b) Accommodation and transportation to Security Personnel shall be provided by the client.
7. (a) MSSC shall ensure that its security personnel so deployed shall perform their duties with due care and attention.
- (b) The Client shall authorize and shall vest the security personnel and officers with the requisite powers and authority for the effective discharge of their duties at the said location(s) of deployment.
- (c) The issues like discipline, conduct etc. is the sole jurisdiction of MSSC & MSSC shall take immediate and suitable steps to ensure that lapses in discharge of security functions, if any, when brought to its notice, are immediately corrected/removed.
8. MSSC will ensure that the personnel deployed by MSSC under this agreement will perform its duty to safeguard the property and security of the client diligently with utmost diligence and care.
9. The personnel deployed by MSSC being deemed to be Special police officer shall be bound to perform duties as special police officer as defined under section 21 of Bombay police Act.
10. Security threats are to be taken care by State Government. MSSC personnel are Security Guards who are providing the basic security. While dealing with threats emanating terrorist activity, anti social

elements and underworld criminals and other matters connected there with, the clients have to take immediate assistance of Local Police, Q.R.T., or A.T.S. team.

11. MSSC agrees that it shall be responsible to ensure that the security personnel deployed by it shall be suitably attired in the uniform provided to them and that they shall abide by all the conventional rules of discipline and good behavior.
12. In the event that any security personnel are involved in any act which is detrimental to the interest of the Client, the Client reserves the right to require MSSC to withdraw such security personnel from the said location(s) with immediate effect with reasonable advance notice to MSSC in that regard. In case of any emergency, MSSC shall act expeditiously.
13. MSSC shall make its best efforts to ensure that its security personnel shall comply with all safety rules and regulations in accordance with the laws applicable to them.
14. **LOSSES DUE TO THEFT/PILFERAGE/ DAMAGE:**

In case of loss due to theft/pilferage/damage to the property of the Client, a First Information Report (FIR) shall be lodged by the Client's personnel or whosoever notices such theft/pilferage/damage first at the earliest opportunity. At the same time, a joint enquiry shall be carried out by nominated representatives of the Client and MSSC which if concluded by the joint enquiry that the loss/damage/pilferage/theft is caused due to negligence of the security personnel appointed by MSSC; such losses shall be recovered from MSSC in the form of a token fine which shall be limited to a maximum of one month's salary of the security personnel(s) held responsible for such loss. Further, necessary

and suitable disciplinary action shall be taken against the defaulting security personnel by MSSC.

15. **The Client agrees to reimburse MSSC a sum of Rs. 7,00,000/- (Rupees Seven Lakhs only) in the event of death of any security personnel to his legal heirs; Rs. 3,00,000/- (Rupees Three Lakhs only) in case of his permanent disablement or as per the provision of Factories Act, 1948/Labour Laws whichever is more; and for partial disablement as per provision of Factories Act/Labour Laws applicable; as ex-gratia for the MSSC personnel deployed and on duty, who succumbs to injury or suffers any injury *while in action during the discharge of their lawful duty*. The above shall be an additional financial obligation of the client.**
16. Other than as provided in this Agreement, MSSC shall at all times indemnify and keep indemnified the Client against any claims or suits in respect of any loss or damage or compensation payable in consequences of any accident or injury sustained or suffered by the Security Personnel deployed by MSSC.
17. MSSC shall organize checks to ensure that the Security Personnel posted at the said location(s) shall regularly attend, remain present, remain alert and perform their duties properly. However, the Client may exercise administrative control over the Security Personnel deployed by MSSC for the purpose of ensuring movement of men and material as per the Client's standing orders, attendance and reporting through their authorized personnel.
18. The Client shall have the right to carry out a surprise inspection at any time without notice to MSSC.

19. The Security personnel deployed by MSSC shall at all times employees of MSSC, who (MSSC) shall be responsible to meet all their statutory obligations of Government/Statutory bodies in respect of the Security Personnel deployed by it.

20. **PROCEDURE FOR PAYMENT OF BILLS:-**

- (a) Payments shall be made by the Client to MSSC on a monthly basis.
- (b) In order to get reimbursement of the expenditure on the Force Recovery Bill, a consolidated bill in duplicate shall be raised by MSSC upon the Client for each month during the second week of every current month. Upon receipt receiving of such Bill, the Client shall remit payment thereof on or before the 2nd day of each following month by Cheque/DD/PO/RTGS/Electronic Transfer to MSSC.
- (c) If any Security Personnel does not report for duty and no replacement is provided for the duty point; then in that event a pro-rata deduction will be made in the bill. Duties for extra hours of security personnel shall be charged at double than the normal rate fixed by MSSC as per the provisions of Section 14 of The Minimum Wages Act, 1948 & Rule 25 of Minimum Wages (Central) Rules, 1950. The said payment of over time shall be borne by the client. Also duties by security personnel on National Holidays i.e. on 1st May, 15th August, 26th January and 2nd October shall be charged at double than the normal rate fixed by MSSC.
- (d) The client shall give to the Security personnel at least one day in a week as a Holiday as per the provisions of The Bombay Shops & Establishments Act, 1948 & Factories Act, 1948 which provides one weekly off is allowed after 6 days of working which is a paid Holiday. The said payment of weekly off shall be borne by the client.

- (e) It is also agreed that if the Client requires MSSC to provide additional security personnel due to exigencies and if the MSSC is in a position to do so, the same shall be on the same terms and conditions provided herein and the Client shall reimburse the payment of such additional security personnel deployed by MSSC on a pro-rata basis.
- (f) In case there is a delay on part of the Client in releasing the payment in excess of a month from the due date of payment, interest at the rate of 12% per annum shall be payable by the Client from the due date of payment till payment.
- (g) MSSC reserves its right to transfer the Security personnel deployed at the clients premises. However, clients Organisation, would be consulted and their concerns would be addressed to the extent possible.
- (h) In the event of a representation made by a client regarding suitability & non-suitability of a particular Security personnel, the matter will be put to the MSSC's M.D & quick decision will be taken on the same.

21. ADVANCE SECURITY DEPOSIT:

The Client shall deposit with MSSC an amount of Rs. _____/- (Rupees _____ only) which is equivalent to ____ months of average billing for deployment by MSSC of security personnel as interest free security deposit. The said interest free security deposit shall be refunded by MSSC to the Client within a period of 15 days of termination of this Contract and the payment of all bills of MSSC. In the event that MSSC fails to refund the aforesaid deposit within 15 days from termination of this Contract and payment of all bills of MSSC to

the Client, interest at the rate of 12% per annum shall be payable by MSSC to the Client .

22. All Government taxes whatever on the billed amount at the rates prevailing from time to time, shall be borne and paid by the Client and which shall be in addition to the liability to pay the billed amount.
23. MSSC alone shall be responsible to settle the legal dues of its Security Personnel on termination of their services by MSSC and no liability will rest upon the Client.
24. MSSC agrees to return all materials, equipment etc. provided by the Client to its Security Personnel upon the completion/termination of this Contract.
25. (a) MSSC agrees that it shall maintain all such records and registers that are required to be maintained as per the law, in respect of its personnel deployed under this Agreement.
(b) An attendance register of security personnel shall be kept by MSSC as well as by the Client and between the last 5 days of every month, the same shall be reconciled by the officers of the client with the officers of MSSC and by the end of each month, the same will be reconciled to avoid any differences or variations in the invoices to be raised by MSSC.
26. In cases of breach of this Agreement, this Agreement may be terminated by either party at any time by giving 3 (three) months prior written Notice.

27. CONFIDENTIALITY:

No party shall disclose any information to any third party concerning the matter of this Agreement. Any proprietary information viz pipeline layout, production/storage, to be contained in reports or disclosed by

one party to other party and all the information shall be kept strictly confidential by the receiving party, and shall not be disclosed to any third party without prior written consent of the original disclosing party.

28. GENERALLY

- (a) No delay in enforcing any right of a Party under this Agreement shall constitute a waiver of such rights, or an acquiescence in the event giving rise to such rights and any such rights may be exercised at any time and from time to time as the Party to whom such rights belong deems fit and proper.
- (b) It is understood between the parties that there does not exist any employer – employee or master – servant relationship between the Client and the Security Personnel deployed by MSSC under the present Agreement and the said Security Personnel shall always remain the Employees of MSSC and that persons deployed by MSSC shall have no claim of any nature whatsoever against the Client either for regularization of their services with the Client or otherwise howsoever, they being only the employee of statutory corporation MSSC under section 6 (2) of the Maharashtra State Security Corporation Act, 2010.
- (c) This Agreement shall (a) supersede and take the place of all prior written and oral understandings and agreements, if any, between the Parties hereto with respect to the subject matter hereof and (b) shall not be modified, altered or amended in any manner whatsoever except by an agreement in writing signed and executed by both the parties hereto in which this Agreement is expressly referred to.
- (d) The terms and provisions of this Agreement are severable and in the event that any term or condition hereof is found to be unenforceable

by a court of law or otherwise, then all other provisions of this Agreement not found unenforceable shall remain in full force and effect.

- (e) In the present agreement, MSSC and the Client are collectively referred to as “the Parties” and individually as “the Party”.

29. DISPUTES AND APPLICABLE LAWS:

- (a) This Agreement shall be governed by the existing laws of the land.
- (b) In case of any disputes and/or differences, only parties hereto will be entitled to mutually settle the same. No third Party will be involved in the same.
- (c) This Contract/Agreement is subject to jurisdiction of Mumbai Courts alone.

(M. P. Lohar)
Superintendent of Police and
General Manager
MSSC, Mumbai.

Witnesses :-

1) (A. B. Waghmare)
Sr. Dy. General Manager
MSSC, Mumbai.

1) -----

2) (J. R. Mejari)
Dy. General Manager
MSSC, Mumbai.

2) -----

ANNEXURE - I

Deployment chart indicating number and description of MSSC personnel.

Post	Asstt. Security Officer	Security Supervisor	Head Guard	Security Guard		Total
			Unarmed	Armed	Unarmed	
No. of Security Personnel	-	-	-	-	-	-
Total	-	-	-	-	-	-

(M. P. Lohar)
Superintendent of Police and
General Manager
MSSC, Mumbai.

ANNEXURE – II

Statement indicating Charges (without any tax) for MSF Personnel on per Monthly basis for a shift of 8 hours.

Sr. No.	Name of Post	Chargeable Rate
1.	Chief Security Officer	Rs. 47,000/-
2.	Security Officer	Rs. 33,000/-
3.	Asstt. Security Officer	Rs. 27,000/-
4.	Security Supervisor	Rs. 26,000/-
5.	Armed Head Guard	Rs. 24,000/-
6.	Armed Security Guard	Rs. 23,000/-
7.	Head Guard	Rs. 21,000/-
8.	Security Guard	Rs. 20,000/-

NOTE : 1) The rates offered by MSSC and are accepted by you.
2) The prevailing rates of Service Tax would be applicable from time to time.
3) The Rates of Security Charges would also be made applicable to you, if raised by BoD.

(M. P. Lohar)
Superintendent of Police and
General Manager
MSSC, Mumbai.

