

हरियाणा HARYANA

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SECURITY AGREEMENT

This SECURITY AGREEMENT (here-in-after referred to as the Agreement) is being executed between **M/s. Future Retail Limited**, having its Registered Office at Knowledge House, Shyam Nagar, Off Jogeshwari (E), Mumbai-400060, India, being represented through its Authorized Signatory **Mr. Rajiv Ohri, DGM - Administration**, (here-in-after referred to as the **COMPANY**), which term wherever the context means and include their successors – in – interest, assigns of the one part

And

M/s. Prado Services, 49, Sector 1, Pocket 3, Dwarka New Delhi through **Mr. Mahesh Chandna**, hereinafter referred as -SERVICE PROVIDER, which expression unless repugnant to the context shall mean and include its successor in interest and assigns of the other part.

Whereas the COMPANY is engaged in retail business at our **Big Bazaar, Mayur Vihar, New Delhi**.

Whereas the SERVICE PROVIDER is engaged in providing the Security Services.

Whereas the SERVICE PROVIDER has approached the COMPANY and offered to provide the Security Services at the above mentioned designated store and the COMPANY has accepted the said offer vide terms & conditions contained with this Agreement.

Whereas the Service Provider shall provide security services at the Company's above mentioned designated store.

The below mentioned terms and conditions shall form part of this Agreement

OBLIGATIONS OF SERVICE PROVIDER

1. The Service Provider agrees to provide security services at the Company's above designated store as specified in **schedule** for a period w.e.f. **01.12.2017 to 31.12.2018**.
2. The Service Provider agrees to provide security personnel and for such hours and such time as specified in **schedule**.
3. The Service Provider shall use skill and care in providing the guarding services in accordance with good industry practice.

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4. All the security persons shall be interviewed by the Company before their deployment by the Security Provider.
5. It shall be the duty of the security personnel deployed by the Service Provider to keep a constant watch and to move around the premises of the designated store and to prevent any outsider from entering the company premises except with the permission of the Company's authorized officers.
6. No person, without having an identity card or a pass issued by the Company or without the express permission of the officers nominated by the Company, shall be allowed to enter the premises of the Company's above mentioned designated store whether with or without any vehicle. If any security personnel arrives at the entry/exit gate without having an identity card or pass or written permission, then the name of such security personnel shall be communicated to authorized officer of the Company and only on such officer permitting him to enter that he will be allowed to do so.
7. The security personnel shall be entitled to examine in person of any incoming or outgoing visitor or other person, if he is suspected to carry with him any objectionable material.
8. The persons to be provided as security personnel shall be physically fit, neat and tidy and shall be supplied with uniform and a definite insignia by the Security Provider so as to be easily identified as its security personnel. Preferably such persons shall be ex- army men or ex-police constables. If the company through its authorized officer finds any security personnel physically unfit or weak or not properly dressed up, the officer of the company shall be entitled to ask the Service Provider to have him replaced by any other proper and fit person.
9. The security personnel so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the premises of the Company's designated store above named.
10. If, as a result of negligence, careless, misbehavior and/or criminal act of the security personnel deployed by the Service Provider, the Company suffers any loss or damage, then the Service Provider shall be liable to make good the loss to the Company. However, Service Provider's total liability to compensate in respect of any loss or damage suffered by the Company as a result of breach by the Service Provider of its contractual obligations, then the same shall not exceed the amount equivalent to three month's billing amount, and that amount shall be deducted forthwith.
11. If any security personnel is found misbehaving or in a drunken state or otherwise creating any mischief or nuisance, then the Company shall be entitled to ask the Service Provider to replace him by another fit security personnel and the Service Provider shall do so forthwith without questioning the decision of the Company's officer.
12. The Company shall have the right, within reason; to have any person removed who is considered being undesirable or otherwise and similarly Service Provider reserves the right to remove the guard with prior intimation and approval of the Company, emergencies exempted.
13. The Service Provider has represented to the Company that it is duly registered under the provisions of the Provident Fund, Employees State Insurance Act and other relevant labour welfare Acts/Regulations and has obtained the necessary Code numbers under these Acts/regulations.
14. The responsibility and liability of payment of wages and other emoluments to the Security Personnel shall be that of the Service Provider only. Further, the matters of the earned leave, sick leave and other facility to be given to the security personnel shall be a matter between Service Provider and its security personnel and the Service Provider agrees to indemnify and keep indemnified the Company against any claim, loss, cost, charges, damages and expenses incurred or suffered by the Company on that account.

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15. The Security Personnel shall not be treated as the employees of the Company but shall be the employees of the Service Provider and all the liabilities on account of the said employees shall be that of the Service Provider only.
16. The Service Provider shall cover its security personnel for personal accident and death whilst performing their duty at the Company's above mentioned designated store.
17. The Service Provider shall provide guarding services as per the Instructions given to it by the Company through its uniformed and trained personnel for the performance of its services hereunder and these security personnel deployed shall be the employees of SERVICE Provider and all statutory liabilities shall be paid for by the Service Provider such as ESI, PF etc. The Service Provider shall, at the time of start of this Agreement, provide a copy each of all the statutory compliances to the Company.
18. The Service Provider, while engaging employees for the services, shall observe the rules and regulations as may be applicable under the Labour Laws/Regulations made there under and shall be responsible for ensuring that there does not arise any compensatory claims under this Agreement, include the liabilities under the Provident Fund Act, E.S.I. Act, Workmen's Compensation Act, Minimum Wages Act and/or any other labour welfare Acts/Regulations. The Service Provider agrees to issue a certificate to this effect as and when required by the Company. In case the Company is held responsible to discharge a liability under any of the Labour Laws prevalent in the country on behalf of the Service Provider in accordance with the terms of this Agreement, then the Service Provider agrees to indemnify the Company against such laws and to compensate the Company for the same.
19. That notwithstanding the stipulated period contained in Clause 1 above, this Agreement may be extended by mutual consent or may be terminated by either party after serving a month's notice, in writing, at any point of time. In the event of such termination, the service charges shall become due & payable by the COMPANY to the Service Provider for the period of time till such services are rendered by the SERVICE PROVIDER...
20. The Company shall be entitled to deduct from the payment to be made to the Service Provider, the losses which the Company may have to bear under Labour Laws etc. for claims arising out of this Agreement on account of acts of omission/commission on the part of the Service Provider.
21. The Service Provider shall maintain all the statutory registers and records in respect of its employees as prescribed in the concerned laws/rules/regulations and shall duly and regularly file all the forms, returns and other records with the various statutory authorities and shall provide a copy thereof to the Company.
22. The security personnel shall act according to the instruction of the Company's official authorized in this behalf by the company.
23. The Service Provider shall comply with the provisions of all the Labour Law statutes, ordinances, rules and regulations applicable to the employment of security personnel and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registrations, licenses, approvals, sanctions and file returns and maintain records etc. as required under Contract Labour (Regulation and Abolition) Act and Rules, Employees Provident Funds and (Miscellaneous Provisions) Act and rules made therein, Employees State Insurance Act and rules and regulations made therein, Equal Remuneration Act and rules made therein, Industrial Employment (Standing Orders) Act and rules and regulations made therein, Maternity Benefit Act and rules made therein, Minimum Wages Act and rules made therein, Payment of bonus act and rules made therein, payment of wages act and rules made therein, Workmen Compensation Act and rules made therein or as required by any other law, rules, regulations, notification etc.

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24. The Service Provider shall prepare, in writing, in conjunction with the Company, the Assignment Instructions for the Company's above named designated store listed herein in the Schedule I to V. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance before the Start Date of the provision of the guarding services. The authorized representatives of both the parties prior to implementation thereof shall mutually agree to, that any future amendment to such Assignment Instructions shall be carried out in writing only. The Assignment Instructions as mutually agreed between the Parties and as amended from time to time during the Contractual period shall always form part and parcel of this Agreement.
25. The Service Provider shall provide supervision to ensure correct performance of guarding services in accordance with assignment instructions.
26. Weekly visit of any senior person from the Service Provider's office shall be conducted to ensure adequate performance of guarding services and proper follow up of the checklist given by the Company to the Service Provider.
27. The Service Provider shall ensure that all the employees will be in neat and clean uniforms appropriate for their duties. 02 (Two) sets of new uniforms shall be provided by the Service Provider to its employees at the time of start of the Agreement.
28. The Service Provider shall ensure and maintain high standards of personal hygiene among its employees.
29. The Service Provider shall submit reports fortnightly related to performance of guarding services, actions taken for any incidence happening during the relevant period, completion of assignment given by the Company from time to time or any reports required by the Company.
30. The Service Provider shall provide communication equipment on chargeable basis to its security guards deployed at the Company's above named designated store. The quantity of such communication Equipments required shall be finalized after mutual agreement between the Company and Service Provider.
31. Subject to the provisions of Para 10 above, the Service Provider shall not be liable for any loss, injury, damage, cost or expense of any nature, directly or indirectly, caused by or resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks. The burden of proving the aforementioned loss, injury, damage, cost or expense shall be exclusively that of the Service Provider and the Service Provider shall be subjected to strict proof thereof. In case of any dispute the decision of the company shall be final & binding upon the Service Provider.
32. Subject to the provisions of Para 10 above, the Service Provider shall not be liable for any loss, injury, damage, cost or expense resulting from the events wherein the Company, its employees or agents, attributed to such loss, injury, damage, cost or expense. The burden of proving the aforementioned loss, injury, damage, cost or expense shall be exclusively that of the Service Provider and the Service Provider shall be subjected to strict proof thereof. In case of any dispute the decision of the company shall be final & binding upon the Service Provider.

COMPANY'S OBLIGATIONS

33. No employee of the Service Provider shall be contracted or employed by the Company within a period of six months of having left the services of the Service Provider. The Company may recruit them only after a clear gap of six months from the date of their leaving the services of the Service Provider. In case of breach of this clause, the Company agrees to pay to the Service Provider twelve months' salary for each and every such person so recruited by it.
34. Except as expressly otherwise provided, the Company shall, at its own expense, timely provide all the equipment and facilities to the Service Provider's employees at the above mentioned

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designated store of the Company where the guarding services are to be provided, enabling the Service Provider's employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, guard/s accommodation, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.

35. The Company may comply with and fulfill the security recommendations (if any) made to it in writing by the Service Provider in connection with the performance of the guarding services.
36. The Company shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the guarding services as soon as possible after the Company becomes aware of them and the Service Provider shall make the loss good to the Company on account of such acts.
37. The Company shall provide on a timely basis all information and materials required to enable the Service Provider to provide the guarding services. The Company warrants that all information disclosed or to be disclosed to Service Provider is or shall be true, accurate and not misleading in any material respect. The Service Provider shall rely on, and will not independently verify, the accuracy and completeness of any information supplied by the Company. The Company shall be responsible for informing the Service Provider of any changes to the information originally presented to it.
38. To enable the Service Provider to provide the guarding services, the Company shall ensure that their staff is available to provide such assistance as the Service Provider may reasonably require and that the Service Provider is given access to the senior management as well as to any members of the Company's staff. If any of the Company's staff fails to perform as required, the Company shall make suitable additional or alternative staff available.

CONFIDENTIALITY

39. The Parties hereto this Agreement undertakes to take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information on its security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Company. This obligation shall not apply to information, which is or becomes public knowledge through no fault of the parties as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority


PAYMENT TERMS

40. The charges are exclusive of any service tax or other applicable taxes, which will be charged in addition to the applicable rate. The rates for services are given in Annexure attached herewith.
41. The Service Provider shall raise an invoice for the guarding services to be rendered each month and the same shall be paid by the Company by the 5th day of the succeeding month.
42. The Company shall make the payment by account payee cheque or by demand draft.
43. As the rates charged are based on minimum wages announced by the government / salary paid by the service provider. Whenever the minimum wages / salary undergo an increase of Re1/-, the rates will be increased by Rs 1/-, corresponding change will be effected by mutual discussion.
44. In addition to the payment referred to as above, the Company shall pay for any additional services required by the Company, which are not specified in the Annexure attached. The Service Provider and the Company, prior to any such additional services being undertaken by Service Provider, shall agree in writing regarding the scope of all such additional services and the cost at which the same shall be provided.

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FORCE MAJEURE

45. The Service Provider shall not be liable to the Company for any delay or failure to fulfill its obligations due to force majeure.

TERMINATION

46. This Agreement may be terminated forthwith by either party by giving written notice to the other without reason and also if:
- i. The other party is in material breach of its obligations under this Agreement and, in the case of such breaches are capable of being remedied within thirty days, however the other party fails to rectify that breach within thirty days of receiving notice of such breach (such notice to specify that it is given under this Part); or
 - ii. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.

DURATION

47. Subject to the provisions of the Para 45 relating to termination, this Agreement shall remain in force for the as stated in Clause 1 above and will continue thereafter unless or until terminated by either party giving the other party not less than one month' notice expiring at the end of the period as per Clause 1 or at any time thereafter. The Parties hereto this Agreement may renew the Agreement on the fresh term and conditions as may be mutually agreed upon after due consultations.

JURISDICTION

48. This Agreement is governed by the laws of India and shall be subject to the exclusive Jurisdiction of the courts in Delhi.

GENERAL

49. In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
'Act of Terrorism'	shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
'Biological or Chemical Contamination'	Shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.
'Computer Virus'	shall mean and refer to a set of corrupting, harmful or otherwise

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	unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
'Confidential Information'	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of COMPANY/ SERVICE PROVIDER including the information having the commercial value.
'Electronic Data'	shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmers, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
'Nuclear Risks'	shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.


50. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.
51. This Contract forms the entire agreement between the Company and the Service Provider relating to the provision of the guarding services. The present Agreement replaces and supercedes all / any previous proposals, correspondence, understandings or other communications- whether written or oral-between the Parties hereto this Agreement.
52. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified herein below: (or if the recipient has notified another address or fax number, then to that address or fax number).

In witness whereof the Parties have put their hands & seal on the day and year first herein before written.

For Future Retail Ltd.


Signed on behalf of Signatory
Future Retail Limited.
Mr. Rajiv Ohri

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Signed on behalf of Authorized Signatory
Prado Services
Mr. Mahesh Chandna

Annexure-1

Rates for Prado Services

For Big Bazaar, Mayur Vihar, New Delhi

(For 12 hours shift for 7 days of the week)

Delhi Security W.e.f. April 2017		
Particulars	Security Guard	Supervisor
	(Rs.)	(Rs.)
Wage	17654	21443
Service Charges	883	1072
Grand Total	18537	22515
Service Tax 15.0%	2781	3377
CTC	21317	25892

The above charges are INCLUSIVE of Service Charges @ 5% on the agreed rates.

Service Tax as per Govt. norms to be borne by the COMPANY.

Rates with respect to minimum wages are subject to change as per latest Govt. Notification.

The Service Provider shall ensure the followings: -

Payment of laid down minimum wages to its workers.

Payment of PF @ 13.36% (subject to changes as per Govt Notification).

Payment of ESI @ 4.75% (subject to changes as per Govt Notification).

The above-mentioned documents as proof of payments made to concerned agencies in the form of challans etc will have to be submitted along with bills raised by the Service Provider to the Company every month.

Signed on behalf of

For PRADO SERVICES

M. Sharma
Authorized Signatory

M/s Prado Services

Signed on behalf of

For Future Retail Ltd.

[Signature]
Authorized Signatory

Future Retail Limited