

AGREEMENT

This agreement is made on this _____ between South Eastern Coalfields Limited (SECL) (a subsidiary company of Coal India Limited) and hereafter referred to as “Company” through Chief of Security SECL HQ, Bilaspur (C.G.)/Chief General Manager/General Manager of Area of one part.

AND

M/s _____, a Director General Resettlement, Ministry of Defence sponsored security agency having its registered office at _____ (hereinafter called “Contractor” which expression shall mean and include its successors and assigns) through Proprietor/Director/ of the other part.

Whereas SECL being an industry dealing in Coal Mining exploration and production. SECL is looking for a security agency having expertise in providing safety and security can carry out surveillance of high order. Therefore, SECL needs to get security job carried out from time to time for providing safety and security of its various installations, projects, units, administrative offices, all Mining premises, work centers and other premises under the jurisdiction of SECL at Bilaspur.

And whereas the Contractor, who has been sponsored by Director General Resettlement, Ministry of Defence has agreed to enter in to the security contract as per the requirement of SECL for round the clock security of SECL offices/installations/units/coal mining premises/work center and other premises atof SECL AREA....., with complete Coal Mining Area/administrative offices/residential colonies which is required to be protected and secured by the CONTRACTOR on the terms and conditions mentioned in this agreement.

And whereas M/s _____ has offered to provide the security services vide their letter No. _____ dated _____ subject to the terms and conditions hereinafter.

And whereas SECL has accepted the offer of M/s _____ vide letter No. _____ dated _____ for providing security services i.e., Supervisors, Armed Guards and Security Guards for the office/premises/installations/work center and other premises described in detail as under:

Supervisor	
Armed Guard	
Security Guard	
Vehicle	

RATE OF PAYMENT (Per Month)

“Wage structure as issued by DGR and amended time to time and rate of payment as per notification issued by Ministry of Labour and Employment, Government of India and revised time to time for Watch & Ward”. DGR wage structure is attached as Annexure – “A”

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. COMMENCEMENT AND DURATION OF THE AGREEMENT:

This agreement shall come in to force on and from ____ to ____ and shall be in force for the period of twelve months/twenty-four months from the date of commencement of this agreement i.e. up to _____. SECL may renew the agreement subject to re-sponsor by DGR at its discretion for such period as it may decide and the decision of SECL in this regard shall be final.

2. SCOPE AND NATURE OF WORK:

_____ (name of the Project/Unit) is having various departments/places such as mines premises, stores, office buildings, workshops, etc. which require round the clock security on need basis.

CONTRACTOR is required to provide security to all duty places within the jurisdiction of _____ project/unit round the clock for the period as specified and required by the SECL from time to time by deploying its employees for the said purpose. The contractor work generally includes without limitation of the following services.

- To protect, safeguard and secure all the places/premises & assets of ____ project/unit of SECL.
- To prevent any theft or pilferage by any person from the ____ premises.
- To prevent entry of any person without valid gate pass/entry pass/identity card/and/or not to allow entry of any type of vehicle (2-wheeler, 4- wheeler, truck etc.) which is not authorized to enter in to the premises of _____ .
- Protect the premises from fire, riot, strike, flood etc.
- Not to allow damage or destruction or loss to the property and premises of _____ by any person.
- The aforesaid work will be carried out by the Contractor 24x7 days in a week and through out the year.
- To arrange expertise in dealing with explosives, bombs etc. from Govt./semi-Govt. agencies situated around in case of detection of same in the premises under their protection.
- Checking/controlling/searching of staff/workers engaged by various contractors.
- To maintain close liaison with Govt./Semi Govt. agencies around & arrange for availing prompt assistance in case of fire, riots, strike, flood or any other natural calamities within or outside the projects.
- Checking and keeping record of incoming & out going materials through gate passes.
- Checking the vehicles and frisking the visitors entering the ____ premises.
- M/s _____ will take all necessary steps that a reasonable, prudent man would do to prevent injury to ____ personnel in _____ premises.
- To submit daily report of every event, observations and incidents along with daily deployment report.
- To prevent misuse of water/electricity etc.
- To check any pilferage and implement anti-theft measures.

- To maintain visitors' movement records.
- To assist SECL authorities in lodging complaints with Civil Police, assist in formulating and implementing measures to improve security environment in premises and to safeguard life and property of SECL and its personnel.
- Any other task assigned by SECL in the interest of the security of the premises, employees and property.

3. CONTRACTOR'S OBLIGATION:

- 3.1. As per DGR guidelines, the contractor must engage minimum 90% ESM and there will be no negotiation or any dilution on these criteria under any circumstances. In other words, the number of civilians should not exceed 10% of the total strength of Security Guards in any case. However, the contractor must deploy 100% ESM in respect of Supervisors.
- 3.2. The contractor shall be deploying its employee(s) who are Ex-Servicemen. Therefore, it is essential that the employee(s) deployed by the contractor must be ESM.
- 3.3. The contractor will submit list of its employees in the following format within 15 days of commencement of work without fail in the office of Project concerned.

SL	No.& Rank	Name	Force/ Arms & Service	DOB *	DOE **	DOD ***	Education Qualification	Specialized Course done	Mode of discharge ****	Attested Photo Graph.
*DOB - Date of Birth, ** DOE - Date of Enrolment, *** DOD - Date of Discharge **** Dismissed, Medically Boarded Out, Retired, Discharged, Superannuated etc. as applicable.										

- 3.4. Relevant page of the discharge book indicating the particulars of ESM be deposited with project concerned along with a recent PP size photograph pasted over it duly attested & verified. Original discharge book shall be produced on demand for verification.
- 3.5. All ESM security personnel employed by the contractor for providing security services to SECL shall be well disciplined and shall possess sound health and physique be medically fit and upper age limit of working for security guards and supervisors shall be 65 years only.
- 3.6. All the civilian guards (10% of total manpower) should have sound health & duly trained as per DGR norms to carry out security job.
- 3.7. The security personnel should be in smart uniform, which shall be provided by the contractor.
- 3.8. If SECL considers any of the security personnel employed unsuitable, the contractor shall immediately replace the same by other suitable personnel. The decision of SECL shall be final and binding to the contractor.
- 3.9. The contractor shall not assign, transfer, and sell its rights and obligations under this contract to any third party. Nevertheless, any such consent shall not relieve

the CONTRACTOR from any obligation, liability, duty or responsibility under this Agreement.

- 3.10. The contractor will submit Attestation Form to be supplied by the project of each Security men deployed by them in duplicate and submit the same duly filled in within 15 days of commencement of work to the Head of Personnel Deptt. of ____ Project/unit for verification of character and antecedents. After submission of the Attestation Forms the Personnel Deptt. will send the same to the concerned District Authorities, the cost of which will be borne by the contractor.
- 3.11. The contractor within 07 days of commencement of work will collect necessary documents/forms for all the personnel engaged by him under Coal Mines Provident Fund & Miscellaneous Provisions Act, 1948. The contractor will also submit these documents duly filled into the Head of Personnel Deptt. of _____ project/unit and should take steps to obtain CMPF Code No. for its establishment and individual CMPF Account No. against all the security personnel from the office of Regional Commissioner, CMPF, and submit proof of the same to ____ Project/unit within 30 days of start of operation under the contract.
- 3.12. The contractor shall at its own cost obtain all necessary permits, license, registration etc. as required under various laws from time to time for performing the necessary jobs and SECL does not take any liability whatsoever on this account.
- 3.13. The contractor shall perform the security jobs more particularly set out in the scope of work or any other work requirement, if any, given to the contractor in writing by the authorized representative of SECL from time to time for securing, protecting and safeguarding the premises/installations/units/ work centers.
- 3.14. The contractor shall be responsible for orderly behavior and proper discipline of the security personnel deployed by agency to SECL in terms of this Agreement.
- 3.15. The contractor shall not deploy any person who is prohibited under any law of being employed for fulfilling its obligation under this contract.
- 3.16. The contractor shall be fully responsible to pay all taxes, levies, duties, cess etc. of whatsoever nature including taxes, levies on its personnel as well as corporate taxes and SECL shall have no liability whatsoever in this regard. However, service tax at the rate of 15% on the gross amount charged by the contractor shall be payable by SECL.
- 3.17. The contractor shall provide security and surveillance to ____ Project and its premises/properties/installations/units/work centers/coal sites etc. contractor will also ensure the security of ____ personnel to the best of their prudence and capability.
- 3.18. In case of any/burglary of the property the Contractor agrees to take responsibility to make good the loss apportioned to it.
- 3.19. Contractor shall provide and be responsible for payment of wages, salaries, insurance, medical and mess facilities and other statutory privileges and facilities to its personnel as per law and rules, regulations, orders of central government and state government or local authorities as are in force from time to time and indemnify SECL in the event of SECL being obliged to pay such amount.
- 3.20. All employees of the Contractor or any person, agent deployed by contractor shall be the employees of contractor.
- 3.21. The contractor shall submit monthly bill in triplicate to ____ project/unit by 5th date of succeeding month supported by the following documents.

- i) Job satisfaction Certificate from the authorized representative of the project.
- ii) 'VV' statement in triplicate under CMPF along with D.D. payable to Regional Commissioner, CMPF, Bilaspur / Jabalpur as applicable along with the Account No.
- iii) Copy of the monthly wages sheet in Form XVII.
- iv) The CONTRACTOR shall provide compliance certificate in respect of the previous month along with the monthly bill. The same shall be worded as under:

“This is to certify that all the statutory obligation including remittance of employer’s contribution and employee’s contribution in respect of CMPF to the authorities concerned has been duly complied with for the month of (month/year) in respect of all the employees engaged by us in each of the premises of _____.”

The amount thus remitted includes remittance towards all the employees engaged by us in the premises of SECL as mentioned above.

- 3.22. After proper scrutiny the bills will be passed for payment by ___ project/unit within 10 working days from receipt by means of cheque or by e-transfer after adjusting dues if any. All payment made to the contractor by SECL shall be subject to deduction of Income Tax at source as per Income Tax Rules and contractor shall be liable to submit the proof of income tax clearance, if called for. In case there is any delay in making payment to the contractor by SECL for any reason whatsoever, the contractor shall not be entitled for any interest on such amount.
- 3.23. The contractor covenants and agrees to fully protect, indemnify and hold SECL, its employees and agents harmless against any claim, demand, suit, proceeding or judgment and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made or brought against SECL by any person, agent, employees of the contractor deployed by contractor, their successor or assigns or by any other party on account of damages or injury to the property or loss of life resulting from or arising out of or in the discharge of its obligations under this contract.
- 3.24. SECL shall have the power to issue necessary instructions through officers/supervisors of contractor concerning duty, discipline, decorum, work performance, safety etc. to the security personnel of the contractor and the persons shall comply with all such instructions prevalent or issued from time to time. The security personnel will also ensure the compliance of all systems as applicable and maintain adequate records thereof.
- 3.25. SECL reserves the right to engage any other agency for its security requirement in addition to the existing contractor at any time during the currency of the contract or subsequently.
- 3.26. Subject as otherwise provided in this contract, all notices to be given on behalf of SECL and all other actions to be taken on its behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the function, duties and power of the Officer-in-Charge by SECL.

- 3.27. All instructions, notices and communications etc. under the contract shall be given in writing, if sent by registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him. The Officer-in-Charge shall communicate or confirm the instructions to the contractor in respect of execution of work in a "Site Work Order Book" maintained in the office of the Officer in Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor, he shall be furnished true copy of such instructions.
- 3.28. The contractor agrees to deploy under this contract only those ESMs who are employees of contractor. There will be no employee/employer relationship between SECL, and the person deployed by the contractor under this contract. In the event employees of contractor taking actions against SECL including filing a court case or reference to industrial tribunal for seeking employment in SECL or/otherwise, contractor shall cooperate with SECL for defending the case. If contractor does not cooperate with SECL in this regard SECL can take appropriate action against the contractor including termination of the contract.
- 3.29. CONTRACTOR shall provide proper uniform for their employees deployed in this contract and ensure essential security equipments such as torch, light, lathi, weapon etc. at duty points.
- 3.30. The personnel deployed as Armed Man shall have all the necessary permit/license to use the same.
- 3.31. The gun shall be provided by the contractor at his cost and the license of gun should be in order and valid.
- 3.32. The cost of ammunition used in the performance of duty, which would be reimbursed by SECL on production of sufficient proof.
- 3.33. The CONTRACTOR shall issue proper Identity Card to its employees and request SECL for issuing the Entry Pass for allowing its employees to perform contractual obligation in SECL premises/installations/projects/ units/work centers/coal mines sites etc. No employees of CONTRACTOR shall be entitled to enter in to premises of SECL without Entry Pass.
- 3.34. Payment including all allowances to all Security guards/ supervisors will be done only by ECS/ other modes of electronic fund transfer like NEFT, RTGS, IMPS etc. Payment to ESM Security guards/supervisors will be done in his/her pension account with the bank by the Security Agency by 7th of each month as Payment of Wages Act. Payment to Non- ESM Security guards/ supervisors will be in his/her bank account through ECS like NEFT, RTGS, IMPS etc.
- 3.35. If the contractor fails to pay the salary/wages to the personnel engaged within 10th of every month then the management will pay the salary and the amount will be recovered /deducted from the contractor's running bill or other dues in the same month/following month.
- 3.36. The contractor will obtain valid license under Contract Labour (regulation and Abolition) Act, 1970 and its Rules from the authorities under the Act before commencement of the job in terms of this contract.
- 3.37. The CONTRACTOR shall fulfill all statutory obligations in connection with employees deployed by him for the purpose of this contract and all statutory and other liabilities, if any, including overtime, leave, salary, ex-gratia, provident fund,

- 3.38. gratuity and compensation under Workmen's Compensation Act, if any, etc. shall be discharged by the CONTRACTOR solely and SECL shall not be liable in this regard.
- 3.39. The CONTRACTOR shall be responsible for maintaining following Registers/Records required to be maintained under laws:
- i) Muster Roll.
 - ii) Register of wages.
 - iii) Register of deductions.
 - iv) Register of advances.
 - v) Wage slips.
 - vi) Proof of deposit of CMPF contribution month-wise (in "VV" Statement) made to Regional Commissioner, CMPF,
- The above registers are subject to checking by SECL or any authorized representative of SECL at any time.
- 3.41. The CONTRACTOR will provide training to its employees from time to time so that they can perform their job efficiently as per the need of the hour and in consonance with the pace and changing time.

4. SECL'S OBLIGATION:

- 4.1. SECL shall pay the agreed contractual amount every month on raising the bill on SECL by CONTRACTOR within 10 working days from the date of submission of the bill along with the documents as specified in Clause 3.22(i) to (iv) from SECL representative that amount claimed is correct and payable.
- 4.2. The contractor will deploy diesel jeep and fuel and lubricant of which will be provided by SECL.
- 4.3. SECL shall inform CONTRACTOR about any misconduct, misbehavior, indiscipline noticed by SECL on the part of any of the employee of the CONTRACTOR. The CONTRACTOR shall promptly take the necessary action to remove him from the deployment in SECL under this contract.
- 4.4. The Contractor shall be entitled to only emergent free First Aid Medical facility at the SECL Hospitals/Dispensaries.
- 4.5. In an unfortunate event of death of security guard/supervisor, death gratuity will be paid to nominee by the SECL management being principal employer as per the Gratuity Act.

5. GENERAL TERMS AND CONDITIONS:

- 5.1. This agreement is a job contract and does not create any employee-employer relationship between SECL and the employees of the CONTRACTOR.
- 5.2. SECL reserves its right to seek removal or non-deployment of any of the employee of CONTRACTOR in SECL premises, if SECL is not satisfied for any reason whatsoever with regard to deployment of such employee of the CONTRACTOR.
- 5.3. The CONTRACTOR shall obtain an undertaking in prescribed Performa and deposit the same with Chief of Security/Area Security Officer within 15 days of commencement of work from all its employees deployed in SECL pursuant to this agreement that none of such employee shall claim employment in SECL or claim to be employee of SECL.

- 5.4. It is agreed that the personnel deployed by the Contractor shall not participate in any Trade union activity.
- 5.5. CONTRACTOR deployed personnel will continue to perform their duties as per their reasonable prudence and capabilities in case of:
 - a) Riot/Natural calamities.
 - b) Surreptitiously committed mischief from outside the premises.
- 5.7. If SECL desires to get any additional security arrangements, CONTRACTORS will be informed well in advance to comply with them for which additional costs will be payable by SECL to CONTRACTOR. The additional cost shall be determined by treating the contractual financial liability as base amount, for example if one more person is required to be deployed than the additional cost would be salary and allowance payable under the agreement of one more person.
- 5.8. In case SECL brings to the notice of CONTRACTOR any security lapses, the CONTRACTOR shall rectify the same by taking immediate steps without loss of time.
- 5.9. CONTRACTOR agreed to abide by and implement all the directions/ instructions issued by the representative of SECL in connection with working of the contract.
- 5.10. The contractor shall maintain absolute secrecy with regard to all the matters concerning the security of SECL and also all matters that come within the knowledge of the contractor by virtue of the contract. In the event of any breach of the provisions, contractor will remove immediately the personnel involved and/or SECL shall be entitled to terminate the contract forthwith without assigning any reason after due notice. Criminal proceedings may be initiated against the person involved in the breach of provisions.
- 5.11. All the terms & condition incorporated in DGR guidelines & as amended time to time, which have not been specifically covered in this agreement, shall form part of this agreement & adherence of it shall be binding to the contractor.

6. PENALTY:

- 6.1. If the contractor fails to adhere any of the terms & condition of this agreement, than the service charges admissible to the agency and the entire amount of security deposit shall be forfeited in addition to imposition of further penalty on the contractor for an amount to be decided by the Management besides initiation of action for dis-empanelment from DGR as per clause of DGR guidelines.
- 6.2. In case of premature termination of contract due to non-adherence of major terms & condition of the contract, the entire amount of security deposit & due if any payable to the contractor shall be forfeited.
- 6.3. The contractor shall be responsible for any loss, damage, theft, pilferage and other act of omission or commission of its employees and shall compensate in the event of any damage to man or material, injury or death as the case may be caused directly or indirectly due to the action of contractor and / or its agent and / or its employees.
- 6.4. For a minor violation like improper dressing, misbehaving with others, reaching late on duty etc. will attract imposition of penalty of a day's payment to the employee concerned.

- 6.5. In case of three consecutive minor violations, one shall be liable to be removed from the job besides forfeiture of payment due to him.
- 6.6. For relatively major violations like sleeping on duty, absence from duty, being on duty under influence of liquor etc; shall attract removal from the job besides forfeiture of salary due to him.
- 6.7. If the contractor fails to fulfill his/its commitment for deployment of minimum 90% ESM guards, the rate of service charge will be reduced from 10% to 6% for that particular month. Further, termination notice shall be immediately issued to the Agency and the same shall also be intimated to DGR.

7. **TERMINATION OF THE CONTRACT:**

- 7.1. In case the contractor (CONTRACTOR) fails to fulfill his/its commitment for deployment of minimum 90% of ESM, the contract awarded may be terminated at the discretion of the SECL after consulting DGR.
- 7.2. If the CONTRACTOR fails to render requisite security services or the standard of security services are not up to the marks, the SECL or its authorized representative shall give notice of the same to CONTRACTOR. The CONTRACTOR shall take steps to rectify the defects pointed out to it to the absolute satisfaction of SECL or the authorized representative within 15 days of receipt of the notice. If CONTRACTOR fail to comply with the obligations to improve the security services, SECL may after 30 days of written notice to the CONTRACTOR, terminate the contract without prejudice to any other rights or remedies available to SECL and To recover damages for breach of contract and/ or getting the contractual job done through any agency at the risk and cost of the CONTRACTOR.
- 7.3. Subject to the terms and conditions set out there in above, either party shall be entitled to terminate the contract earlier than the stipulated period mentioned herein above by giving one month notice in writing to the other party.
- 7.4. This agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless the SECL has exercised its option to extend this contract for a further period of one year on the same rates and contracts.
- 7.5. The contractor shall not sub-contract any portion of the contract. The agreement cannot be transferred or assigned by the contractor.

8. **TERMINATION, SUSPENSION, CANCELLATION AND FORECLOSURE OF CONTRACT:**

Company shall in addition to other remedial steps to be taken as per in the provision of the contract, be entitled to cancel the contract in full or in part of the Security agency.

- a) Makes default in proceeding with the work and continues to do so even after a notice in writing from the Company, then on the expiry of the period as specified in the notice.
- b) Commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Company, then on the expiry of the period as may be specified in the notice in writing.

- c) Offers or gives or agrees to give any person in the service of Company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of the favour in relation to the obtaining or execution of this or any other contract for the company.
- d) Transfers, sub-lets or assigns the entire work or any portion thereof. Company may, by giving a written notice, cancel the whole contract or portion of it in default.

9. THE CONTRACT SHALL ALSO STAND TERMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

- a) If the security agency being an individual in the case proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provision of Insolvency Act for the time being in force or makes any conveyance or assignment to this effect or composition pr arrangement for the benefit of its creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the Security agency being a company, its affairs are under liquidation either by a resolution passed by the agency company or by an order of Court not being voluntary liquidation proceedings for the purpose of amalgamation or re-organization or a receiver or manager is appointed by the Court on the application by the debenture holders of the agency company.
- c) On the death of proprietor, agency being a proprietary concern or of any of partners in the case of Partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Company in this respect, which will be intimated in writing to the legal representative or to the partnership concern, shall be final and binding.
- d) The contract may be foreclosed on giving three months advance notice without assigning any reason whatsoever and shall be binding on the part of Security Agency. For such foreclosure or the contract, no compensation financial or otherwise will be payable to the Security agency.
- e) On cancellation of the contract or on termination of the contract, Company shall have power:
 - I) To carry out work by any means at the risk and cost of the Security agency.
 - II) To determine the amount to be recovered from the agency for non-completion of the work or the loss/ damage suffered, if any by Company.
 - III) To recover the amount determined as above, if any, from any money due to the agency on any account or under any other contract and in the event of any shortfalls the agency shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra- cost/expenditure or any loss/ damage suffered by
 Company shall not however be arrived in the case of termination of the contract for death/ damage of the Security agency as stated in 12.1 (c) clause above.

10. RIGHT TO VARY OR CANCEL THE CONTRACT:

Company reserves the right to vary or alter the extent of scope and or technical character of the scope of the contract and the Security Agency shall be bound thereby as if the same occurred in the scope. Such change shall not vitiate the contract.

Company at their option, without prejudice to their rights, hereunder may cancel the contract without any financial implication on Company, at any time by giving 30 days simple return notice in case the Security Agency does not comply with its obligations under this contract and more especially in case any of the following circumstances occur:

- 1) Unjustified interruption of services.
- 2) Efforts, negligence, insufficiencies in deployment, shortfall in deployment or other similar circumstances attributable to the Security Agency.
- 3) In case of bribe or commission.
- 4) Non compliance of instruction received from Officer-in-charge of the unit/Area or his authorized representative within the stipulation of contract.
- 5) Noncompliance of any of the terms and conditions of this contract, failure in making compensation to Company for any loss or damage caused to the men, properties, etc, of the Company or Company has come to a conclusion that the Security agency cannot fulfill its obligation under the contract.

If any of the events noted above occurs, then the Officer-in-charge of the unit/Area or his authorized representative may inform his decision to cancel the contract wholly or in part. The Security agency shall immediately take necessary measures.

If any deviation from the terms of contract is committed by the Security agency, Company will give fifteen days notice to the Security agency to take necessary corrective actions. If the Security agency fails to comply with the same, the Company shall have the liberty to get the whole or part of the services done by any other Security agency. In such case, the Security agency shall be liable to compensate Company for any cost required in excess of original contract cost for getting the services done by other security agency.

In case of cancellation which is done without any default on the part of the Agency, in that case only the Security agency may be eligible to receive the part of the contract value which is equitable to the actual services made less the amount payable by the Security agency to Company towards compensation. In no event the Security agency shall have any right to payment for any services performed subsequent to cancellation or any claim for compensation in case of cancellation.

In case of partial termination, the agency shall continue to perform the contract, to the extent not terminated by Company.

If for any valid reason Company decides to abandon the work, Company can cancel the contract by giving 30 (thirty) days notice in writing to the Security agency.

11. SUSPENSION OF WORK:

Company shall have the power to suspend the work or any part thereof and Company may direct the agency in writing to suspend the work for such period and in such manner as may be specified therein on account of any default on the part of the agency or for proper execution of work for reasons other than any default on part of the Security agency or on the ground safety/ security.

The work shall through out the stipulated period of contract be carried out with all due diligence on the part of the Security agency. In the event of termination or suspension of the Security agency on account of default on the part of the Security agency, as narrated herein before the security deposit and other dues of this work or any other work done under the Company shall be forfeited and brought under the absolute disposal of the SECL provided that the amount so fortified shall not exceed 10 (ten) % of the contract value.

12. SECURITY DEPOSIT:

- 12.1. "The contractor, before execution of the contract, shall deposit with SECL, the interest free security deposit, the amount equivalent to 1.5% of the total contract value for a period of Six months either in the form of bank guarantee or through demand draft payable to SECL, DCC, Hooghly, West Bengal prior to commencement of work or execution of agreement whichever is earlier. Security deposit for further six months shall be deposited subject to extension. From 13th month onwards security deposit amount may be deducted from the monthly running bill of the contractor. The security deposit will be refunded to contractor after termination of the contract period subject to deduction of SECL's dues/claims if any. Security deposit will not earn any interest.
- 12.2. This security deposit shall be refunded to CONTRACTOR after termination of the contract or on completion of contract period, subject to deduction of the SECL's dues/claims, if any.

13. GOVERNING LAW & JURISDICTION:

- 13.1 This agreement shall be governed in accordance with Indian Law and the court of ----- only shall have the jurisdiction to try any dispute arising out of this agreement.

14. INSURANCE:

- 14.1 CONTRACTOR shall on its own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this contract in relation to its employees deputed/deployed under this contract as well as CONTRACTOR's equipment, tools or any other belongings of CONTRACTOR or its employees during the entire period of the contract. SECL will have no liability on this account.

- 14.2 In case of any injury to the employees during the course of employment and while performing duty in the interest of SECL resulting in loss of earning capacity, total disablement or death, the amount of compensation as per Workman's Compensation Act will be paid by SECL to the concerned employee/his legal heir which will be recovered/deducted from the contractor's running bill of the same month/following month.
- 14.3 All employees of the CONTRACTOR shall be employees of the CONTRACTOR. SECL will not have any liability to absorb them at any point of time nor can they claim for any right of employment in SECL.

15. SEVERABILITY:

- 15.1. If any provision of this agreement is held invalid, illegal, or unenforceable for any reason, including by judgment of, or interpretation of relevant law, by any Court of competent jurisdiction, the continuation in full force and effect of the remainder of them shall not be prejudiced."

16. CHANGES IN LAW:

- 16.1 In case of any change or amendment of any Act or law, rules or regulations of Government of India or State Government after signing of the contract and resulting into increased cost of work under the contract through the increased liability of taxes (other than individual and corporate taxes), should be the principal employer i.e., SECL.
- 16.2 Notwithstanding the above, SECL shall not bear any liability in respect of (i) individual/personal tax on the employees of CONTRACTOR, (ii) Corporate taxes in respect of CONTRACTOR.

17. ARBITRATION:

- 17.1 If any dispute, difference, question or disagreement shall at any time here after arise between the parties hereto or the respective or assigns in connection with or arising out of or in respect of contract, application or provision thereof, anything there under contained or arising there under or as to rights, liabilities or duties of the said parties here under or any matter whatsoever incidental to this contract shall be referred to the Sole Arbitration of the person appointed by Director (Personnel) of SECL. CONTRACTOR shall have no objection to any such appointment that the arbitrator so appointed is an employee of SECL or that he had dealt with the matter to which the contract related and that in the course of his duties as SECL employee he has expressed views on all or any of the matter of disputes or difference.
- 17.2 If the arbitrator to whom the matter is originally be referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful, for Director (personnel) of SECL to appoint another person to act as Arbitrator, such person shall be entitled to proceed with the reference from the stage at which his predecessor left it or to precede de novo.
- 17.3 It is agreed that no person other than the person appointed by Director (Personnel) of SECL as aforesaid shall act as Arbitrator.

- 17.4 It is term of the contract that the CONTRACTOR shall not stop the work under this contract and the work shall continue whether the arbitration proceedings were commenced or not.
- 17.5 It is term of this contract that the parties invoking the arbitration shall specify the dispute to be referred for arbitration.
- 17.6 The Arbitrator shall give reasoned award in respect of each of the difference referred to him. The award as aforesaid shall be final and binding on all the parties to this contract in accordance with the law.
- 17.7 The venue of arbitration shall at Bilaspur (CG) and subject as aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

18. NOTICES AND ADDRESSES:

- 18.1 For the purposes of this contract addresses of the parties will be as follows and all correspondences and notices in relation to the present contract sent to the parties at the address mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices, bills other relevant material shall be addressed to the parties as per the address given below:

1) Present address & Tel. No.	SECL, _____ Area
2) Registered office’s address &Tel. No.	

In witness thereof the parties hereto have signed this agreement on

Signature of Proprietor/ Director of security agency.	Signature of authorized representative of SECL.

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.