

MSD SECURITY PVT LTD

Regd office: S - 06 (A), Sheikh Sarai Community Center, Phase - 1, New Delhi 110017

Tele: +91-11-46426600 / 46426611 Fax: +91-11-26018010

CONTRACT FOR SECURITY SERVICES

THIS AGREEMENT is made on the 01st day of Jan 2014 between MSD SECURITY PVT LTD, Regd Office: S-06 (A) Sheikh Sarai, Community Centre, Phase - I, New Delhi-110017 hereinafter called MSD) and HILTI INDIA LTD, New Delhi (hereinafter called the **Client**).

"It is agreed" that MSD has undertaken to look after the security arrangements of the Client's office establishment at F - 90/4 Okhala Industrial Area, Phase - I, New Delhi - 110020 with effect from 01 Jan 2014 as per the following terms and conditions.

This is a Principal to Principal agreement.

The Agreement will be on continuous basis with effect 01st Jan 2014 for a minimum period of Two year. However, it can be terminated at the instance of either party with 30 days notice in writing or payments in lieu thereof.


The Client shall pay MSD per month or part thereof as follows;


Security Supervisor	- Rs. 20526-00
Security Guard	- Rs. 16655-00

A sum of Rs 23000/- will be charged against rendering service for House Keeping, DFRS Lesion etc. Quarterly.

The Client shall pay MSD as per the current rate & the rate will be revised as per the minimum wages revised. (Service Tax, as applicable, will be charged extra)

The above mentioned rates do not include any specialised security equipment, weapons or special services.



For HILTI INDIA PVT. LTD.

Authorized Signatory

MSD SECURITY PVT LTD

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OBLIGATIONS OF MSD

1. MSD shall provide security cover round the clock for the security and safety of the Client's establishment in a deemed professional manner.
2. Adequate supervision will be provided to ensure correct performance of the service in accordance with the prevailing assignment instructions agreed upon mutually.
3. The security staff shall not be called upon by the Client to do any other professional work or other work for reward or otherwise except for and on behalf of MSD.
4. MSD will not be held responsible for the damages/sabotage caused to the property of the Client due to trade union/riots/mobs/armed dacoit activities or any other event of *Force Majeure* whether or not of the same nature.
5. That MSD shall be solely responsible for all expenses, employment benefits and statutory liabilities and obligations like ESI, PF, Uniform etc. as applicable in respects of the personnel employed by it. In these respects the Client shall not be liable in any manner with regard to these personnel. This agreement will in no manner create / confer employer - employees relationship between the Client and the security personnel provided by MSD.
6. MSD will endeavour that its staff shall not at any time, without the written consent of the Client divulge or make public any trust, accounts, matter or transaction undertaken or handled by the Client. However, this clause does not apply to information which is or which becomes a matter of public knowledge or which MSD is legally bound to reveal.

OBLIGATIONS OF THE CLIENT

1. That the Client shall brief the Security Personnel provided by MSD about the nature of their duties.
2. To pay for the security services stipulated in the contract by the FIFTH day of each succeeding month as per the invoice raised by MSD without any deductions; failing which interest @ 2% per month or part thereof will be charged.
3. To pay separately for any additional services over and above the ones stipulated in this contract.
4. No employee of MSD will be contracted or employed by the Client within a period of six months of having left the service of MSD or within six months of the end of this contract for security services.
5. The security services stipulated in this contract are for the exclusive use of the Client and cannot be subcontracted or used by any other party without the prior written consent of MSD.
6. Any changes in functioning are conveyed in writing by the Client to MSD and must have written consent of MSD.
7. To immediately inform MSD about any developments that could affect the security of the said premises.



Received
Suby

For HILTI INDIA PVT. LTD.
Authorized Signatory

MSD SECURITY PVT LTD

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VARIATIONS

The charges under this agreement are based on the Minimum Wages, cost of materials and other expenses as existing. There shall be a proportionate percentile increase in the security billing whenever the Minimum Wages are revised by the Government.

FORCE MAJEURE

The obligations of the client and MSD will be suspended when either party is subject to Force Majeure which can be termed as war, civil disturbance, emergency states, riots, strikes, natural calamities and such acts of God.

SETTLEMENT OF DISPUTES

Any disputes arising will be settled amicably through joint discussions of the Authorised Representatives of both parties. However, if the dispute cannot be so resolved then the matter will be referred to a person appointed by the parties in Delhi in accordance with the Indian Laws. The decision of the Arbitrator shall be final and binding on both parties.

In witness of the above both parties set their hands to this agreement on the First day of January 2014:-

FOR & ON BEHALF OF
MSD SECURITY PVT LTD

FOR & ON BEHALF OF THE CLIENT
HILTI INDIA LIMITED



For HILTI INDIA PVT. LTD
[Handwritten Signature]
Authorised Signatory

*Received
Anand*