

Security Guard Services Agreement

This Security Guard Services Agreement (the “**Agreement**”) is dated as of _____, 20____, by and between **M/S ZIA-UL-ISLAM SECURITY SERVICES (PVT.) LTD.** having its registered office at 31-C, 3rd floor, 5th Sunset Lane, Phase II Extension, D.H.A, Karachi (“**Contractor**”) and _____ (“**Client**”) (collectively the “**Parties**”).

The Parties agree as follows:

1. **SERVICES:** Contractor will perform the security services described below (collectively, the “**Services**”): *(check all that apply)*

| | Quantity | Rate | Shift Basis |
|------------------|----------|------|-------------|
| Armed Supervisor | | | |
| Armed Guard | | | |
| Un-Armed Guard | | | |
| Lady searcher | | | |
| Wireless Set | | | |
| Alarm Monitoring | | | |
| Trained Dogs | | | |
| Metal Detectors | | | |

Other _____

- a) The above mentioned Services shall be provided on the following client’s premise:-

2. **TIME OF COMPLETION:** *(mark the applicable provision)*

The Services shall be performed on _____, 20____, between the hours of _____ a.m and _____ p.m. Time is of the essence. *(more appropriate for one-time service)*

The Services are ongoing, commencing on _____, and shall be performed thereafter every day for _____ hours for the duration of the term of the Agreement. *(more appropriate for on-going service)*

The Services are ongoing, commencing on _____, and shall be performed thereafter as requested by Client for the duration of the Agreement. *(more appropriate for ongoing service with time intervals)*

3. FIREARMS: If Contractor will be using a firearm in the course of providing the Services, Contractor hereby represents and warrants that he/she is qualified to use that firearm, and has been lawfully permitted to carry and employ that firearm.

a) The firearm in use by the Contractor shall at all times will be maintained and remained solely with the Contractor, the client is in no way allowed to take possession of the firearm in any circumstances even for safekeeping except in special circumstances where the client has hired only one Security Guard from the Contractor and that Security Guard may keep the firearm in a safe lock-up on the Client's premise at the end of his/her duty for which he/she would have the only key, but for safekeeping purposes only.

4. PAYMENT: *(mark the applicable provision)*

Client shall pay Contractor for the Services the sum of _____ Rupees (Rs. _____ /-). *(This is more appropriate for a one-time service)*

Client shall pay Contractor for the Services the sum of _____ Rupees (Rs. _____ /-) per month. *(This is appropriate for both one-time and ongoing services)*

The payment(s) shall be paid in the following manner:

(here you will need to describe how the payments will be made. When will it be due? Will credit cards or personal checks be accepted?)

a) Monthly bills for each month shall be payable in the first week of the same month. In case where payment is not received in the first week of each month then guards may be withdrawn without any notice to the Client by the Contractor.

- b) The payment of Monthly Bills is the responsibility of the Client. In case where the monthly bill is not received by the client, the same be obtained by contacting the Contractor and be paid in time.
- c) If any monthly sum agreed to be paid by the Client to the Contractor or any part thereof shall remain unpaid for a period of one month, the Client shall become liable to pay on such unpaid monthly sum or part thereof until it is paid, interest calculated at one and one-half percent for each month or part of a month that such sum shall remain unpaid and such interest shall be recoverable by the Contractor from the Client and without prejudice to the above the Contractor may give to the owner seven day's notice to terminate this agreement and to withdraw the guards unless such sum shall have been paid before the expiration of such notice.
- d) Should there be any changes in the Labour Laws of Pakistan relevant to increase in minimum wages, the rates for services agreed upon by both Parties at the time this agreement was formed shall be subject to be revised with the same amount of increase in minimum wage.
- e) The Monthly amount payable by the Client to the Contractor for the Services rendered by the Contractor shall be subject to an increase on 10% upon successful completion of one year from the date of this agreement.

5. OTHER EXPENSES: Client shall reimburse Contractor for the following expenses only:

(If none, write "none")

6. TERM: *(mark the applicable provision)*

The term of this Agreement shall begin on _____, 20____, and shall expire on _____, 20 _____. *(more applicable for one-time services)*

The term of this Agreement shall begin on _____, 20____, and shall continue until terminated by either Party. *(more applicable for ongoing services)*

- a) Where the Agreement is of ongoing nature, it shall continue for eleven months from the date it began. After that it will be considered automatically renewed for the next eleven month. The Agreement may however be terminated by either party at any time by giving 30 days notice in writing.

7. NOTICES:

- a)** All outstanding dues of the previous Security Services Contractor (if any) must be cleared by the Client before availing the services of the Contractor, by signing this agreement, the client acknowledges the fact that all outstanding dues of the previous Security Services Contractor are cleared.
- b)** Any cost of additional provisions such as warning/danger signs to be put up at the Client's site by the Contractor shall be borne by the Client. The Contractor will first inform/ask the Client beforehand if installing the above mentioned provisions.
- c)** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- d)** Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.
- e)** In the event Contractor shall not be liable for any delay due to circumstances beyond its control.
- f)** Under no circumstances would the Contractor or its personnel be regarded as the Client's employees. Contractor is an independent Contractor and not an employee of Client.
- g)** The Contractor shall provide only preventive and defensive services and shall not engage in activities exclusively within the responsibility of state military or law enforcement authorities.
- h)** The Contractor shall provide Services to the Client at the best of its abilities with accordance to Clause 7 (g), still should any mishap or crime occurs, despite the best efforts of the Contractor to prevent such mishap or crime from occurring in the first place, the Contractor shall not be liable for any damage, loss of any sort of valuable or cash resulting from that mishap or crime.
- i)** Should the Contractor's personnel(s) be involved in any crime against the Client and it is rightly proven so, the Client is entitled to pursue lawful justice against the personnel and the personnel only and not the Contractor as a company. The Contractor will not be held responsible of any such negligence as any crime resulting from the Contractor's personnel(s) would be an act on their own behalf and not the Contractor's. If any such crimes occur the Contractor will fully support the Client in lawfully prosecuting the guilty.

- j)** The Contractor and the Client recognize that dispute arising under this agreement is best resolved at the working level by Parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedure to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's Organization for resolution. Failing resolution of conflict at the Organizational level the Contractor and the Client agree that any remaining conflicts arising out of or relating to this contract shall be submitted to non binding mediation unless both parties mutually agreed otherwise.
- k)** The Contractor shall not be liable for any claim for loss of valuable and cash while in transit on the Client's own vehicle under his control or from his control or from his vault under his control or if the loss is covered under all risk cash policy of which the Client is the assured.
- l)** If during the subsistence of this contract or any renewals therefore any case, tax, charge or surcharge is levied in respect of the Services which are subject of this Agreement, as the case may be it shall be payable by the Client to the Contractor in addition to the amounts mentioned in the Agreement.
- m)** As the Contractor's personnel are means for guarding of premises, they will not be employed as under:-
- Used for transit of cash or other valueables.
 - Act as a vehicle Guardsman.
 - Watering of lawn, flower pots and maintenance of premises.
 - Washing and cleaning of car / area.
 - Fetching of water/tea/utility items.
 - To perform duties in civil/plain clothes.
 - To shift luggage/store from one place to another.
 - To accompany/escort the client/family member outside the premises, if he is a static guard.
 - Any task which distracts him from his main security duty at the premises.
- n)** Any changes to this document must be signed by both Contractor and Client.
- o)** This Agreement shall be construed in accordance with the laws of the Province of _____.
- p)** Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.

- q) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- r) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT

Name: _____

CNIC: _____

Signature: _____

Date: _____

CONTRACTOR / ON BEHALF OF CONTRACTOR *

Name: _____

CNIC: _____

Signature: _____

Date: _____

WITNESS-1

Name : _____

CNIC: _____

Signature: _____

Date: _____

WITNESS-2

Name: _____

CNIC: _____

Signature: _____

Date: _____

***Contractor / On Behalf of Contractor means: C.E.O, Managing Director, Director, General Manager, Deputy General Manager**