



उत्तर प्रदेश UTTAR PRADESH

DC 859852

AGREEMENT

THIS AGREEMENT is made this 1st November, 2016 between St. Stephen's Hospital, Tis Hazari, Delhi-110 054 (hereinafter referred to as 'the Hospital') through its General Superintendent, Mr. Innocent Xess (hereinafter referred to as the party of the first part) and Ghibellines Security Solutions Ltd A-29, Site-IV, Industrial Area, Sahibabad, Ghaziabad, U.P.201010, (hereinafter referred to as 'the party of the second part').

WHEREAS THE hospital is required to provide efficient security services to establishments property and indoor and outdoor patients and is desirous of employing the latest techniques and mechanical devices for the purposes:

AND WHEREAS the party of the second part has approached the party of the first part and offered its services for the purpose on the assurance that it possesses the expertise, manpower and skill to provide high quality security services to the hospital.

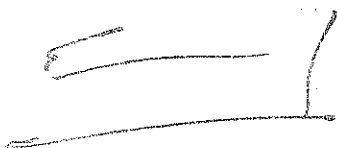
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:


1. The party of the first part by means of these presents allows the party of the second part to perform and execute security services in respect of the areas

Innocent Xess
General Superintendent
St. Stephen's Hospital
Tis Hazari, Delhi-110054

specified in Schedule I to this Agreement. The specified area may be increased or decreased from time to time at the discretion of the party of the first part with one month's prior notice whereupon, the party of the second part shall proportionately increase or decrease, as the case may be, the work-force employed on the basis of the present standard.

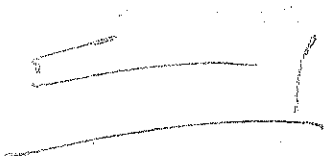
2. The party of the second part by means of this Agreement agrees to execute, fulfill and discharge the obligations and perform the services hereinafter provided in the manner hereinafter appearing. For the services rendered as per this Agreement the party of the first part shall remunerate the party of the second part at the rates mutually agreed upon from time to time in writing. The party of the second part has assured that it will apply work-force for the purpose as per Schedule II. The payment agreed to be made for performance of the tasks assigned to the party of the second part is Rs.6,48,600/- (Six Lakhs Forty Thousand Six Hundred only) per month. The party of the second part shall submit its bill in respect of security services provided during the month immediately after the close of the month or as mutually agreed & finalized. After verification of the correctness of the bill, the party of the first part shall, within seven days thereof, make payment to the party of the second part by means of an account payee cheque after deducting income tax (TDS) as provided for under the Income Tax Act 1961.
3. The party of the second part will furnish an amount equal to 50% of one month's payment as agreed upon in para 2 for due performance of this Agreement as a Security Deposit This amount will be furnished in installments of Rs.50,000/- each, deducted by the party of the first part from the monthly payments made to the party of the second part for the due performance of this agreement. However your performance will be monitored for a period of six months. If we find that you have complied with all terms and conditions of this agreement and In the event of any breach, violation or contravention of any of the terms & conditions and the statutory requirements we will except your request of bank guarantee for an amount of Rs.3,24,300/- as security deposit will be accepted and the amount deducted so far from your bills will be refunded to you. In the event of any breach,





General Superintendent,
St. Stephen's Hospital
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violation or contravention of any of the terms and conditions herein contained by the party of the second part, the said security deposit shall be forfeited.

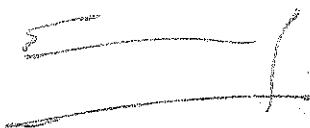
4. The party of the second part undertakes at all times to deploy the requisite manpower necessary to provide efficient and quality security services.
5. The party of the second part shall be responsible for the upkeep and safe custody of all furniture and fixtures in the rooms and areas assigned to it. The party of the second part shall be responsible for the safety of the person and property of all the patients and hospital staff and shall pay for all the thefts and loss occurred in the specified area, shall be liable to make good any loss of linen or stores or any loss on account of damage to the furniture or fixtures if it occurs through negligence on its part or its employees. However, such recoveries, if necessitated will be on the depreciated market value of such items which ever is less. (However, the liability of the second party shall be limited to a maximum of Rs.10,000/- (Rupees Ten Thousand only).
6. The parties hereto shall determine by mutual agreement the number of persons to be engaged by the party of the second part for effective discharge of its obligations under this Agreement.
7. The party of the second part shall be solely responsible for payment of salaries/wages to the persons engaged by it by Bank Cheques and alone shall be responsible for the acts of omission and commission by the persons engaged by it in the discharge of its obligation under this Agreement. For this purpose the party of the second part shall maintain proper records and accounts and submit all statutory returns to the respective authorities in respect of the persons engaged by it.
8. The Second party will give an undertaking or an affidavit as desired by the First Party every month latest by 25th of the following month that the second party has complied with the provisions of Employees' State Insurance Act and also paid service charges pertaining to the employees employed by the Second Party. A proforma of UNDERTAKING is enclosed herewith as Annexure "A" to the Agreement.
9. The party of the second part shall be responsible for due compliance with all statutory provisions including those relating to Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948 etc., and all other laws and rules applicable to it in

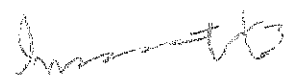



General Superintendent
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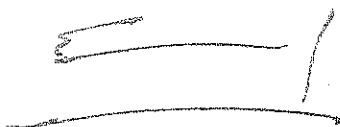
respect of the persons engaged by it either independently or by reasons of their working in the premises of the specified area. There should be only one number for EPF and one ESI code number for the party of the second part. Copies of such applications and the names of employees engaged from time to time shall be furnished to the party of the first part. The party of the second part shall get police verification done for all persons engaged by it and shall submit copies of this certificate to the party of the first part promptly. Challans for payment of statutory dues under the various enactments other than income tax and sales tax shall be shown in original (for verification and return) alongwith a copy of the wage sheet for the previous month within three days of payment for the perusal and satisfaction of the party of the first part together with a copy for its record. No claim relating to any person(s) employed/engaged by the party of the second part shall be entertained or lie against the Hospital. If there is any claim against the Hospital which it is bound to meet and discharge by reasons of any statutory obligation or dictates of law due to the fact of the concerned employees(s) working in the Hospital premises, the party of the second part shall be responsible to fully reimburse and compensate the party of the first part and on failure to do so be bound to face proceedings on that account unless such claim is the direct result of the carelessness of the Hospital or a member of its staff or other workers engaged by it for other work.

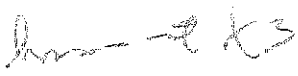
10. The party of the second part shall pay its employees/persons engaged by it wages which shall not be less than the notified minimum wages by the government and as revised from time to time by the Govt. Any statutory revisions of minimum wages /VDA will however, be neutralised by the first party by revising the rates mutually agreed upon. The party of the second part shall also give engaged persons all benefits provided for under any law for the time being in force. The party of the first part shall be at liberty to satisfy itself regarding compliance of the statutory requirements by the party of the second part. In case the party of the second part does not pay the minimum wages to any person(s) employed/engaged by it or violates any labour, industrial or other laws applicable to it, it alone shall be responsible for the consequences including prosecution, if any, and the party of the first part shall have nothing to do with it.




General Surgeon
St. Stephen's Hospital
T. Nagar, Chennai - 600054

11. Within five days of the commencement of this Agreement the party of the second part shall provide uniforms, name plates, shoes, socks, lanyards whistle etc. to its employees/persons engaged by it for performing their duties in the Hospital. It shall be the responsibility of the party of the second part to ensure that while on duty such persons are always smartly attired in their uniforms. However, second party will not claim any reimbursement from the 1st party on this account.
12. The persons engaged by the party of the second part for fulfilment of its obligations under this agreement shall in no case entitled to any benefit, monetary or otherwise, which may be permissible to the employees of the hospital; nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against the party of the first part.
13. The party of the second part shall employ/engage supervisor(s) to coordinate, check and effectively monitor and control the quantum and quality of work performed by persons employed/engaged by it. Such Supervisor/Agent/Officer of the party of the second part shall be available at all reasonable times in the Hospital for ensuring that any defects pointed out by or on behalf of the party of the first part are rectified immediately and any specific task required to be done and covered by this Agreement is got done immediately. The party of the second part shall send a daily report to the designated officer of the party of the first part and shall note the comments and remarks of the designated officer for immediate action and compliance.
14. The General Superintendent and the Security Officer of the Hospital will be the designated officers acting on behalf of the party of the first part. All shortcomings in the services provided by the party of the second part as may be pointed out by the designated officers shall be removed immediately. In case of default, the party of the first part shall be entitled to take steps, including imposition appropriate of financial recoveries, if any.
15. This Agreement shall take effect on the **1st of November, 2016** and shall be in force for a period of twelve months in the first instance. It may be renewed by mutual consent of the parties hereto for such period as may be determined. The Agreement can be terminated by either party on giving one month's notice in writing to the other. In the event of failing to give one month's notice the defaulting party would have to pay the other party one month's payment as




General Superintendent
St. ... Hospital
The ... 170054

mentioned in para 2 in lieu thereof. However, in case of any breach of the Agreement by the party of the second part, the party of the first part shall have the right to terminate it forthwith by a speaking order clearly citing the breach in writing without any notice.

16. In case of any dispute relating to the interpretation or observance of this Agreement, the same shall be referred to the arbitration of the Director of the Hospital whose decision in the matter shall be final and binding upon both the parties. The proceedings will be governed by the Arbitration Act 1940 and the rules made there under.

IN WITNESS WHEREOF the parties hereto have set their hands to this Agreement in the presence of witnesses:

"FIRST PARTY"

Signature Innocent Kess General Superintendent
Name Innocent Kess St. Stephen's Hospital
Tis Hazari, Delhi-110054
For and on behalf -St. Stephen's Hospital, Delhi

Witness:

Signature Peters
Name Jacob. Samuel Peters

Witness:

Signature John Masih
Name JOHN MASIH

"SECOND PARTY"

Signature [Signature]
Name [Name]
For and on behalf -

Witness:

Signature [Signature]
Name SANJAY KUMAR SHARMA

Witness:

Signature [Signature]
Name SANJEEV GROVER

Date : 01/11/2016