

Sehgal Neo Hospital, a proprietorship hospital represented by Mrs. Abha Saxena, General Manager – Operations, having office at B-362, 363, 364, Meera Bagh, Outer Ring Road, Paschim Vihar, New Delhi – 110063. (herein after called the second party).

WHEREAS the Second Party is desirous of utilizing the services of Security and Intelligence Services (India) Ltd. (First Party) for providing security personnel with/without arms to its office.

WHEREAS the First Party is doing business of providing watch and ward and other personnel services through its own personnel and offered to render their services to Second Party and assured that they will be able to provide the required number of personnel at location/s as desired by the second party.

WHEREAS on the requisition of the Second party, the First party has agreed to provide services of the security personnel, as per details below after the second party has accepted the offer of the first party w.e.f. **Feb 01, 2022**.

Now this agreement witnessed, and the parties hereby agree as follows: -

In consideration of the payment hereinafter agreed to, be made by the second party to the first party, the first party has agreed to provide the security services in the establishment of second party, as given below:-

SCOPE OF WORK:

1. To prevent entry of unsocial elements and other unauthorized people in the premises.
2. To prevent unauthorized entry of vehicles in to the premises.
3. To guard the property and to protect it against loss, damage, theft, misuse, fire etc. within the scope of orders for duty posts as given by the second party
4. To work and act under the guidance of person nominated by the second party in matters relating to his working at site / location.
5. To maintain registers / record as may instructed by the second party representative.
6. To smell the mishappening before it takes place inside the area and immediate action shall be taken to avoid any kind of unpleasant situation.
7. To be conversant with the routine security duties.
8. To be conversant with emergency drills.
9. To wear and clean uniform, have clean shave and neat haircut and appear smart and tidy.
10. To be polite and courteous yet firm in his dealings with public.
11. The post should not be left without being relieved properly.
12. To be well acquainted with the area entrusted for guarding to know the critical areas.
13. To check the area and materials under his control while taking over duty.
14. To maintain unobtrusive watch on visitors, customers and other service personnel who are permitted and may be working in his duty area.
15. To promptly report any dangerous condition, suspicious movement etc.
16. Not to divulge any information about the second party, staff or customer, except those general information, which is permitted to be told to public for.
17. To react promptly incase of any fire incident take place.

Any other requirements needs to be defined in form of Post Instructions/SOPs in writing with mutual agreed terms.

Details of manpower: As per Annexure – A

This manpower could be increased or decreased as per the requirement of the second party. However, the second party has to give a notice of seven days for any such requirement and the first party will accordingly make arrangements.

Place of Duty (Complete Address): -

Sehgal Neo Hospital
363, 364, Meera Bagh, Outer Ring Road, Paschim Vihar, New Delhi – 110063



It shall be binding on the first party that it does not directly or through its security personnel divulge any secret or sensitive information of the second party, which comes to their knowledge in the discharge of their duties. Similarly, it shall be binding on the second party that they do not interfere with the administration and management of the first party.

The personnel appointed by the first party for the purpose of this agreement will be employees of the "First Party" and there is no relationship of employer and employee between second party and the personnel engaged in guarding / any other services.

2. CONFIDENTIALITY

First Party undertakes not to disclose, communicate to or otherwise make available to any third party, and to keep in the strictest confidence, all information relating to:

- (i) The business and operations of Second party and its affiliated companies, customers and business partners
- (ii) All discussions, negotiations and any information, document or material disclosed to the first party including specifications of any assignment discussed or given to first party.

First party agrees to use any information acquired from second party only for the proper performance of its obligations to second party and for no other purpose.

First party agrees to take or cause to be taken all reasonable precautions to keep the information confidential and secret and prevent its unauthorized use, theft or disclosure.

3. SCHEDULE OF PAYMENT

The second party has agreed to make the following payments to the first party per month during the period of their job contract as mentioned in **Annexure B**.

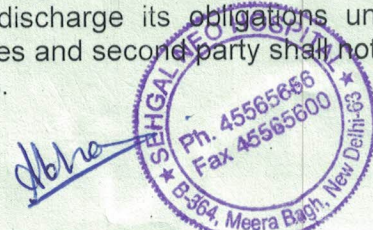
4. MODE OF PAYMENT:

- (i) The monthly bill along with following annexures would be submitted by the first party to the management of the second party on the first day of the following month.
 - a. Bank transfer certificate of salary of the individual with name / employee code.
 - b. Proof of submission of PF of the individual (not a collective report)
 - c. Proof of deposit of ESI amount.
 - d. Take home salary of each employee.
- (ii) Second party shall pay the amount dues to first party latest by 30th of every month by a Demand Draft / Cheque / RTGS/NEFT in favour of Security and Intelligence Services (India) Ltd.
- (iii) Interest @ 8% annually will be charged to the second party, if the payments will not be made within the mutually agreed time frame, as per terms and conditions.

5. GENERAL

- (i) First party has represented that the "First party" has sufficient number of trained permanent employees on its rolls for fulfilling its obligations under this agreement. First Party shall be solely responsible for the supervision and control of its employees.
- (ii) First party shall ensure that its employees maintain good behaviour and discipline at all times.

First party understands and recognizes that this agreement is on Principal to Principal basis and is for providing services to **Sehgal Neo Hospital** and it is clarified that persons deployed by the first party to discharge its obligations under this agreement shall be its employees for all purposes and second party shall not be held liable in any manner in respect of these persons.



- (iv) During the performance of services pursuant to this Agreement, the first party will ensure that it conducts its business and activities in such a manner that the reputation, standing and goodwill of second party are in no way adversely affected or compromised.
- (v) First party will not assign, transfer, charge or, in any manner, make over this agreement or any rights hereunder or engage any such "third party" without obtaining the previous consent in writing of second party.
- (vi) First party will ensure that the payment of security personnel should be paid by the 7th of every month.
- (vii) In case of emergency situation, second party would call a designated members & request for additional security force. First party will ensure that additional force should reach the premises of the second party within 45 minutes of the call/information to first party.
- (viii) This agreement may be modified / amended at anytime only by mutual agreement in writing.

6. COMPENSATION:

In case any loss or damage is caused to the property of Second party, where complicity of the security personnel of the First party is suspected, a joint inquiry shall be held to determine the blame and quantum of compensation to be paid by First party. No deduction shall be made from the bills submitted by First party, unilaterally by the Second party, on such account, without joint inquiry.

7. ENFORCEMENT OF LABOUR LAWS:

The first party will ensure that the relevant labour laws are duly complied with. The first party is giving below the following Registration/Code No. of

- (i) PF - BR/PAT0005020000
- (ii) ESI - 22420064230011018

8. REVISION OF RATES:

The rates of first party will normally remain firm for one year, from the date of deployment. However, the proportionate variation in fees shall be allowed on increase in taxes/duties/levies/Minimum wages or any statutory revision during the period of contract

On renewal of contract the rates of second party shall be increased depending on the increased percentage of minimum wages of Delhi.

9. TERM AND TERMINATION:

The period of contract shall be for three year with effect from February 01, 2022 to January 31, 2025 and will be auto renewed another terms of one year after the completion of contract period/extended by mutual agreement in writing.

Either party shall be at liberty to terminate this agreement by giving to the other one-month notice in writing.

Notwithstanding anything stated elsewhere in this agreement, second party shall have the right to terminate this agreement at any time if:

- (i) The first party commits breach of any of the provisions of this agreement.
- (ii) The first party files with second party materially false or incorrect reports: or
- (iii) The first party fails to observe mutually agreed services standards or fails to provide in conformity with instructions or procedures as laid down in this agreement.



If the second party does not make any payment, due to the first party, in accordance with the schedule of payment vide para 3 above, the first party will have right to terminate the contract, without giving the notice of one month or being required to pay one-month service charge to the second party.

12. **ASSIGNMENT**

The "first party" shall not transfer or assign or sub contract or sub delegate this agreement, or any right or obligation under it, by operation of law or otherwise, to any other entity without second party written consent.

13. **ARBITRATION:**

It is agreed and understood by and between the parties that they shall carry out this agreement in the spirit of mutual cooperation and good faith and in case of any dispute or controversies, try to resolve and solve the same amicably amongst themselves.

In case of any dispute or differences or claims or demands whatsoever between first party and the second party do not get resolved amicably, the matter may be referred for arbitration to a committee of 3 joint arbitrators one of whom will be nominated by the first party, another by second party and the third will be nominated jointly by the two arbitrators nominated by both the parties. The arbitration proceeding will be as per the provision of The Indian Arbitration Act.

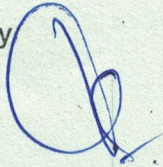
14. **NOTICES**

Any notice by either party to the other under this agreement shall be deemed to have been duly made, served or given when delivered by hand or dispatched by registered AD post addressed to second party or first party as the case may be at the respective party's address specified above.

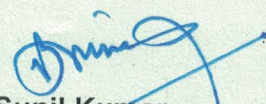
IN WITNESS WHEREOF the parties hereto have duly caused these presents to be executed at _____ on the day, month and year first above written.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF
SIS LIMITED.**

First Party



1. P. S. DUBEY
- 2.

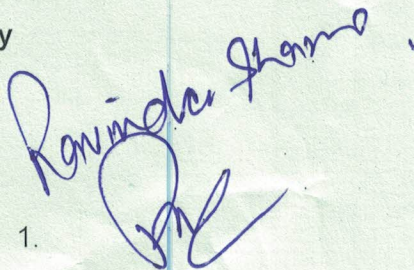


Sunil Kumar
Authorised Signatory
(Signature of the First party)

Sunil Kumar
Senior Vice President
SIS Limited
B-88, 2nd Floor, Defence Colony
New Delhi-110 024

**SIGNED AND DELIVERED FOR AND ON BEHALF OF
SEHGAL NEO HOSPITAL**

Second Party



- 1.
- 2.



Abha Saxena
Authorised Signatory
(Signature of the Second party)

Annexure – A
(Detail of Manpower to be deployed)

Sl.	Category of Manpower	Number of Manpower
01.	Security Guard	05
02.	Lady Security Guard	01
03.	Armed Guard	NA
04.	Dog with Handler	NA
05.	Security Supervisor	NA
06.	Security Inspector	NA
07.	Asst. Security Officer	NA
08.	Assignment Manager	NA

Note:

1. The duty will be performed on 12 hours duty basis per month.

Annexure – B
(Schedule of Payment)

Sl. No.	Category of Manpower	Amount (In INR)
01.	Security Guard	36340/-
02.	Lady Security Guard	36340/-
03.	Armed Guard	NA
04.	Dog with Handler	NA
05.	Security Supervisor	NA
06.	Security Inspector	NA
07.	Asst. Security Officer	NA
08.	Assignment Manager	NA

Note:

2. Per month charges on 12 hours duty basis.
3. Government levied GST @ 18% will be charged extra on total billing and will be subject to revise, as per Govt. Notifications.

