



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL26085592574416T
Certificate Issued Date : 05-Jan-2021 11:48 AM
Account Reference : IMPACC (IV)/ dl826903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82690355626990472514T
Purchased by : SANT PARMANAND HOSPITAL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SANT PARMANAND HOSPITAL
Second Party : Not Applicable
Stamp Duty Paid By : SANT PARMANAND HOSPITAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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AGREEMENT

This agreement is made on 4th day of February 2021, at Delhi between Sant Parmanand Hospital, having its registered office at 18, Sham Nath Marg, Civil Lines, Delhi – 110054, through Sh. Yatendra Chaudhary, Head- Human Resources (hereinafter referred to as the **FIRST PARTY**) and **Bawa Detectives** having its office at Flat No. 164, Sector-2, Pocket-3, Ground Floor, Rohini, Delhi-85 (hereinafter referred to as the **SECOND PARTY**) which expression shall unless repugnant to the context includes its successors and assignees, representatives, agents etc.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shri.gov.in or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

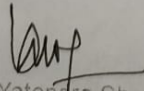
Yatendra Chaudhary
Head HR
Sant Parmanand Hospital
18, Sham Nath Marg, Delhi-54

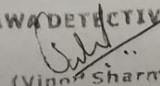
BWA DETECTIVES
(Vinod Sharma)
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CERTIFICATE NO: IN-DL26085592574416T

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS: -

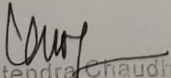
1. That the party of the second part has agreed to deploy 50 persons (not more than 50 Security guards) after making proper assessment of the security arrangement in the hospital and party of the second part left to its entire wisdom deployed these guards in the best interest of the security of the hospital premises; who are either Ex-Servicemen, Para servicemen and or trained civilians having good health and physique, minimum height of 5'8 with 6/6 eye vision without spectacles able to read & write English and Hindi having practical experience in the like field of a big industrial units/establishments to manage and to take care of security of the hospital premises, its belonging, property immovable/movable and to provide a sense of Security & confidence to party of the first part, patients and visitors to hospital.
2. Party of the second part agrees that the Security guards so deployed in the premises of the party of the first part would work in shifts round the clock through out the year (including weekly offs. Festival holidays etc.) so that the property of the hospital remains secure and intact.
3. The Party of the second part, hereby, assures and undertakes that the guards so deployed by him shall be responsible/ required to perform the acts as part of duty jointly and severally as stated hereunder and party of the second part is responsible/liable/answerable to the party of the first part.
 - a) The guards would be polite but firm, disciplined, physically fit and alert, smartly dressed in uniform.
 - b) To attend with compliments to distinguished visitors, VIPs and other officials.
 - c) To check, control and to restrict the entries of visitors, attendants including staff members, in the wards, patients rooms as per guidelines provided by the party of the second part from time to time.
 - d) To check & search vehicles materials (both incoming-outgoing) as per the guidelines provided to the security guard(s) by the party of the first part.
 - e) Maintain strict security of men, material and premises, to maintain diary, to note all important events/happening, information received and to pass the same to the authorized officers of the hospital. Responsibility for thefts of movable items like bath room fittings, fans including exhaust fans telephone instruments, surgical equipments & tools, fire extinguishers, fire fighting system and items like cutlery, crockery and or any hospital property.

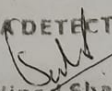

Yatendra Chaudhary
Head HR
Sant Parmanand Hospital
18, Sham Nath Marg, Delhi-110

For BAWA DETECTIVES

(Vinod Sharma)
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CERTIFICATE NO: IN-DL26085592574416T

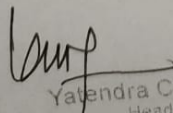
- f) Will stand by hospital during emergency like Gherao, picketing, Strike, labour problems. Unrest unforeseen problems, emergencies etc. and security of staff, material and property of the party of the first part from any assaults whatsoever.
 - g) Not to leave the place of duty under any circumstances until and unless properly relieved, after signing handing/taking over duties.
 - h) Preventing misuse of electricity, water and telephone and or any other property of the part.
 - i) To alert its seniors in case of any untoward incident like fire, theft, quarrel, blockage of water seepage etc. about any suspicious, looking character in the premises of the party of the first part and to render all possible help to the officials and staff of the party of the first part.
 - j) The number of guards may be increased or decreased as per requirements of the hospital from time to time.
4. It is agreed between the parties that the guards so deployed by the party of the second part at the premises of the party of the first part shall be subject to the random/surprise checking by the officials of the party of the second part along with officials of the party of the first part; (if so liked by the party of the first part) AND for each and every such surprise checking (not less than 08 in a month) a separate Register shall be maintained and shall be made available to the officials of the party of the first part and party of the second part hereby agrees to produce the same as and when called by the party of the first part and also agrees to submit its report in writing to the party of the first part on the next day of such checking.
5. That the Second Party shall be wholly and exclusively responsible for payment of wages to the persons engaged by them and compliance of all statutory obligations on their part in respect of PAYMENT OF WAGES ACT, 1936, MINIMUM WAGES ACT, 1948, EMPLOYEES PROVIDENT FUND AND MISC. PROVISIONS ACT, 1952. EMPLOYEES STATE INSURANCE ACT, 1948, WORKMEN'S COMPENSATION ACT, 1923, Gratuity, Bonus, Leave and all other related legislations as applicable and First Party shall not incur any liability for additional expenditure whatsoever for the persons employed by the Second Party on account of the above mentioned obligations or any other obligation.

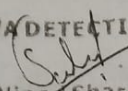

Yatendra Chaudhary
Head HR
Sant Parmanand Hospital
18, Sham Nath Marg, Delhi-64

For BAWA DETECTIVES

(Vinod Sharma)
Propo

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6. That it is clearly understood that the persons employed by the Second Party shall not be deemed to be the employees of the First Party and shall have no relationship of an employer and an employee or master/servant with the First Party.
7. That the First Party shall not be liable to any claim or damages or compensation that might become payable to the employees of Second Party in the event of accident resulting in any possible injury or death of an employee of the Second Party while performing his duty within/outside the premises or damage of any other kind. The Second Party shall keep the First Party fully indemnified against any such claim or damage.
8. That the persons deployed by the Second Party shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the First Party. The Second Party shall also ensure that there is no violation of "HUMAN RIGHTS" law and provisions.
9. That the Second Party shall ensure that the persons deputed by it are medically fit to the satisfaction of First Party.
10. That if the First Party suffers any loss or damage on account of negligence, default or theft on the part of any of the employees/agents of the Second Party, then the Second Party shall be liable to reimburse the First Party for the same. The Second Party shall keep the First Party fully indemnified against any such loss or damage.
11. That the Second Party shall observe all rules, regulations, orders and directions issued by the Central or State Govt. or Local Authorities and any agencies concerning the discharge of obligations under this Agreement. Any contravention of such laws, rules, regulations, order and directions will be deemed to be a breach of this agreement and the Second Party shall be liable for all such consequences and in case of any such breach, if the First Party incurs any obligation then the Second Party shall be responsible to reimburse the First Party any loss monetary or otherwise occasioned on account of any such breach or contravention.
12. That the Second Party shall be personally available at the establishment of First Party at its office 18, Shamnath Marg as and when required to solve or attend to any matter, dispute or complaint, if any, arising out of the services being rendered by the Second Party under this Agreement.
13. That the Second Party shall ensure and guarantee the conduct, behaviour and honesty of the personnel deputed by him. In case of any misconduct or any other damage or theft of the property of the First Party, then the Second Party shall be responsible for all such losses and damages.



Yatendra Chaudhary
Head HR
Sant Parmanand Hospital
18, Sham Nath Marg, Delhi-04


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
14. It is clearly understood by both the parties that this agreement is a commercial agreement on Principal basis and not one of creating any employment.
15. That the Second Party will not assign, transfer, charge, hypothecate or in any manner make over this agreement to any third party without the consent of the First Party in writing.
16. That the Second Party shall not disclose any information concerning the affairs of the First Party which may have come to its knowledge without the consent of the First Party in writing.
17. The Second Party will deploy the requisite number of Security guards, with adequate notice of intimation, from the First Party, so as to fulfill the obligation of this agreement to provide the necessary services of Security arrangements to the First Party, to cover all the three shifts viz. Morning, Evening and Night.
18. The Second Party shall give a list of such persons to be deployed in the hospital of First Party with full identification of such persons viz. name father's/husband name, residential address, age, qualification etc. Any change in the deployment schedule shall be discussed with the First Party and personal details of such persons be provided to the First Party.
19. Its is assured by the party of the second part that the security guard so deployed at the premises of the party of the first part shall report for duty in proper and smart uniform i.e. a trouser & a shirt, the shirt to be tucked inside the trouser, black shoes with white socks and waist belt of black colour, the pattern of the shirt will be two pockets with shoulder badge as already agreed, upon between the parties hereto, with an identity card showing name of the party of the second part, Guard's name & date of posting at the premises of the part of the first part to be worn & display conspicuously at the left side of chest of the guard. The only difference in summer & winter uniform would be that in winter, the guards will wear smart woolen jersey or coat as decided between the parties. Besides, the guards shall also carry a stick of permissible length, a whistle and a torch during the night.
20. The Second Party shall ensure that no security guards deployed in the hospital shall do the 'Overtime' beyond the permissible limit under the law to avoid violation of law as well as fatigue which adversely affect the efficiency of persons so deployed.



Yatendra Chaudhary
Head HR
Sant Parmanand Hospital
18, Sham Nath Marg, Delhi-54

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21. The Second Party shall submit the monthly bill along with all the supporting documents viz. attendance sheet by 3rd day of the month for verification/checking by the First Party. The First Party shall release the payment immediately after verification and checking of the bill subject to deduction of tax at source under the provisions of Income Tax Act, 1961 and the rules made therein and further subject to the Second Party having fulfilled to the satisfaction of the First Party its obligation under this Agreement. The First Party, however, reserves the right to make such deductions out of the bills for expenses incurred by the First Party on behalf of the Second Party for non-performance of their part of the contract.
22. That in consideration of the services, indemnity, guarantee and the terms and conditions of this Agreement, the First Party will pay an amount so as to cover payment of wages fixed by the Labour Department, Delhi, P.F. & E.S.I and service charges shall be paid mutual consent by the both party in respect of total number of security guards engaged in any particular month to the Second Party in full consideration of the services agreed to be rendered by the Second Party.
23. The Second Party shall disburse salary and wages in respect of the deployed staff so deployed by the Second Party by 7th of every month. The Second Party hereby undertakes to deposit the amount of the EPF and ESI (both employer and employee share) as is obligatory upon them with the concerned authorities and shall make available photocopies of such bank receipted challans by 22nd of every month to the First Party. First Party is hereby expressly authorized to summon/call for any records of the guards deployed at the hospital premises by the Second Party.
24.
 - a) The Second Party shall submit copy of Form – 3A and Form – 12A every month as well as Form – 6A every year to the First Party in respect of persons deployed as proof of compliance of the provisions of the various Acts and Rules such as P.F & E.S.I. etc..
 - b) The Second Party will ensure that all the persons deployed in the establishment of First Party are having their E.S.I cards with them.
25. That this agreement is valid for a period of 12 months commencing from **01.04.2021** to **31.03.2022**. This agreement is renewable on the expiry of the term specified above. This agreement can be terminated by either party by giving one month notice in advance. If the Second Party fails to give one month notice in writing for termination of the Agreement then any amount due to Second Party from First Party shall be forfeited by the First Party.


Yatendra Chaudhary
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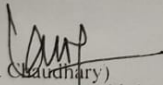
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26. This agreement can be terminated by the First Party without giving one month notice as stipulated above in case of the First Party feels/observes that the personnel so deployed in the hospital are found lacking in their honesty, sincerity and indulging in immoral activities, rude behaviour and attitude etc. The judgement/observation of the First Party shall be final. In case of termination of the agreement in such circumstances, the Second Party hereby agrees to withdraw their man power from the hospital premises of the First Party.
27. That on the expiry of the agreement as mentioned above and on failure to renew the agreement before the date of expiry, the Second Party shall withdraw all its personnel and equipment, if any, belonging to them and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment of the personnel of the Second Party, it shall be the responsibility of the Second Party to pay and settle the same. The Second Party shall comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by them.
28. In case of any dispute or difference arising out of or under the covenants of this agreement the matter shall be referred to an Arbitrator mutually acceptable to both the parties and decision of the Arbitrator shall be final and binding on both the parties. No dispute can be raised regarding the award passed by the Arbitrator so appointed.
29. Any notice required to be given pursuant to this agreement, shall be given/sent by post to Shri. Vinod Sharma, Proprietor of the Second Party at the address given in this Agreement and in the case of notice to First Party to the office of Dr. Shekhar Agarwal, Executive Director or any other person duly authorized by the First Party.


FIRST PARTY


SECOND PARTY

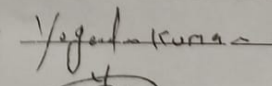
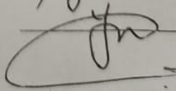

(Yatendra Chaudhary)
Head - Human Resource
Sant Parmanand Hospital
18, Sham Nath Marg,
Civil Lines, Delhi - 110054

(Vinod Sharma)
Proprietor
M/s. Bawa Detectives
Sec-2, Rohini,
New Delhi- 110085

WITNESS:

1 
GOVIND BACCAB NATHWAL
SANT PARMANAND HOSPITAL
18, SHAM NATH MARG,
CIVIL LINES DELHI-54


FOR BAWA DETECTIVES
(Vinod Sharma)
Prop.



ANM. 324 Shikhi Kalyan
Bahadurganj, Jharkhand