

# INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

₹100

# Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

og, Defence

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-DLDL89790383978852008557X

SIS LIMITED

Article 5 General Agreement

Not Applicable

(Zero)

SIS LIMITED

SEHGAL NEO HOSPITAL

SIS LIMITED

100

(One Hundred only)

स्टामव जयत



Please write or type below this line 1N-DL1942042425

# **DEED OF AGREEMENT**

This agreement is made on the 16th day of January, 2025 between SIS Limited, a company registered under the Companies Act 1956, having its Registered Office at Annapoorna Bhawan, Patliputra Telephone Exchange Road, Kurji, Patna – 800010, Corporate Office at A-28&29, Okhla Industrial Area, Phase-I, New Delhi- 110 020, India, represented by Mr. Sunil Kumar - Senior Vice President, Delhi Region, having office at B-88, Second Floor, Defence Colony, New Delhi – 110024 (hereinafter called the first party).

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The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

#### AND

**Sehgal Neo Hospital** represented by Ms. Abha Saxena - General Manager, Operations, having it's office at B-362-363-364, Meera Bagh, Outer Ring Road, Paschim Vihar, New Delhi-110063 (Hereinafter called the second party).

WHEREAS the Second Party is desirous of utilizing the services of SIS Limited. (First Party) for providing security personnel with/without arms to its office.

WHEREAS the First Party is doing business of providing watch & 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. **01**<sup>st</sup> **February, 2025**.

# 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 the second party, as given below:

#### SCOPE OF WORK:

- 1. To prevent the entry of unsocial elements and other unauthorized people on the premises.
- 2. To prevent the unauthorized entry of vehicles into 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 the person nominated by the second party in matters relating to his working at site/location.
- 5. To maintain registers/records as may be instructed by the second party representative.
- 6. To smell the misshaping 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 a clean shave and neat haircut and appear smart and tidy.
- 10. To be polite and courteous yet firm in his dealings with the 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 that general information, which is permitted to be told to the public for.
- 17. To react promptly in case of any fire incident taking place.

Any other requirements need to be defined in the form of Post Instructions/SOP's in writing with mutual agreed terms.

#### **DETAIL OF MANPOWER:**

SI. No.	Category of Manpower	Quantity
1.	Security Guard	05
2.	Lady Security Guard	01

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 minimum seven days for any such requirement and the first party will accordingly make arrangements.

# PLACE OF DUTY (COMPLETE ADDRESS)

Sehgal Neo Hospital
 B-362-363-364, Meera Bagh, Outer Ring Road, Paschim Vihar, New Delhi-110063.
 O5 Security Guard (12 Hours Duty)
 O1 Lady Security Guard (12 Hours Duty)

#### 1. BINDING

It shall be binding on the first party not to directly or through its security personnel divulge any secret or sensitive information of the second party that comes to their knowledge in the discharge of their duties. Similarly, it shall be binding on the second party not to 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 the second party and the personnel engaged in guarding/any other services.

The Second party shall not employ any security personnel under the employment of the first party or any discharged employee of the first party for a period of five years from the date of their discharge from the service of the first party. However, if the second party desires to employ any such personnel of the first party in any establishment of the second party, the second party shall pay 5 years' salary of the individual to the first party.

### 2. CONFIDENTIALITY

The First Party undertakes not to disclose, communicate, 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 the first party.

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

The 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 detailed below (Monthly Charges):

SI. No.	Category of Security Personnel	Per Month Billing Amount (in ₹)
01.	Security Guard	40534/- Rs. per person
02.	Lady Security Guard	40534/- Rs. per person

(The complete rate breakup is attached as "Annexure-C")

Note: Government levied GST @ 18% will be charged extra on total billing and will be subject to revision, as per Govt. Notifications.

#### 4. MODE OF PAYMENT

The monthly bill would be submitted by the first party to the management of the second party on the first day of the following month, which shall be paid by the second party no later than the 7th of every month by a Demand Draft/Cheque/RTGS/NEFT in favour of SIS Limited. Bank and other relevant details for payment purpose is given in below:

Company Name	SIS Limited	
Company Email ID	collection@sisindia.com	
Company Landline No.	011 – 46464444	
Permanent Account Number (PAN)	AAECS3538A	
Bank Name	Axis Bank	
Branch Name	East of Kailash, New Delhi	
Account Number	593010300000037	



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IFSC Code	UTIB0000593
MICR Code	110211051
Account Type	Cash & Credit

# 5. MOBILIZATION ADVANCE: N/A

#### 6. GENERAL

- i. First party has represented that the "First party" has sufficient numbers of trained permanent employees on its rolls for fulfilling its obligations under this agreement. The first party shall be solely responsible for the supervision and control of its employees.
- ii. First party shall ensure that its employees maintain good behavior and discipline at all times.
- iii. First party understands and recognizes that this agreement is on Principal to Principal basis and is for providing services to the second party 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. This agreement may be modified / amended at any time only by mutual agreement in writing.

# 7. 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.

# 8. EMERGENCY DEPLOYMENT

In case the first party is required to provide additional strength at any place of deployment at the instance of the second party or their representative, the second party has to bear the expenses on journey and incidentals in respect of each such additional personnel both ways to and from the concerned Regional Headquarters of the first party and place of deployment.

#### 9. ENFORCEMENT OF LABOUR LAWS



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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) ESIC - 42-6423

#### **10. 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 state.

#### 11. TERM AND TERMINATION

Initially the period of contract shall be for **three year** with effect from **01**<sup>st</sup> **February, 2025** (the date of deployment) and it will be automatically renewed for another term of one year after the completion of contract/extended period.

Either party shall be at liberty to terminate this agreement by giving to the other onemonth notice in writing. In lieu of such notice the compensation to be paid by the second party to the first party vis a versa shall be equivalent of one month's service charges.

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 perotrop 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/courier 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 **Delhi** on **16**<sup>th</sup> day of **January, 2025** first above written.

Signed and delivered for and on behalf of

M/s SIS Limited

(Fiest Rarty)nar
Senior Vice President
SIS Limited
B-88, 2nd Floor, Defence Colony
New Delhi-110 024

**Authorised Signatory** 

Witness:

1. framod Ray

2.

Sehgal Neo Hospital

(Second Party DHOSA

Authorised Signatory

RAVINDEN SHOW

Witness:

1.

2.