



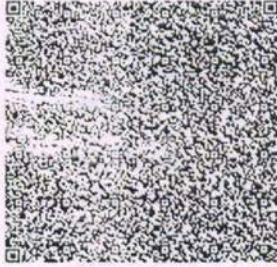
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL56603032135226M
Certificate Issued Date : 15-May-2014 04:35 PM
Account Reference : IMPACC (IV)/ dl709403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70940310196686395880M
Purchased by : SIR GANGA RAM HOSPITAL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIR GANGA RAM HOSPITAL
Second Party : SAMS FACILITIES MANAGEMENT PVT LTD
Stamp Duty Paid By : SIR GANGA RAM HOSPITAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----



(Signature)

AGREEMENT for PROVIDING SECURITY SERVICES

This agreement is made on this, the 15th day of May 2014, between Sir Ganga Ram Hospital, Rajinder Nagar, New Delhi through its Director Administration (hereinafter referred to as "SGRH" which expression shall mean and include its successors, administrators and representatives

AND

M/s. SAMS Facilities Management (P) Ltd. having its registered office at Plot No. 14, Sector 44, Institutional Area, Gurgaon -122003 through its Director Col. S.R. Mehta (hereinafter referred to as "Second Party"), which expression shall mean and include its legal heirs, representatives, successors and assigns of the other part)

Whereas the Second Party has represented to SGRH that it has the requisite experience in the field of Security services & is doing business with other reputed establishments and deploys manpower there through itself and that it has, adequate number of suitable personnel and manpower with it who would be physically present in the hospital round the clock throughout 365 days a year and would provide effective security services to the Hospital.

And whereas the second party has offered these services to SGRH

And whereas SGRH has considered the offer and has decided to entrust the work its security arrangements (internal & external) within the Hospital premises located at Rajinder Nagar, New Delhi-110060 to the second party upon terms contained hereinafter appearing and on non-exclusive basis, which may be extended to other areas too.

NOW THIS AGREEMENT WITNESS AS UNDER: -

1. It is hereby expressly agreed between the parties that by the present agreement no right, title or interest of any kind is being created in favour of the Second Party who will perform, the assigned duties and functions of security services. The arrangement is purely on temporary basis i.e. so long the terms and conditions of this agreement permit
2. This agreement shall commence and shall be operative for one year with effect from 01.04.2014, however; the agreement can be terminated before the expiry of stipulated period by either party by giving one month's notice without assigning any reasons thereof. The Second Party would continue to be responsible for due performance under this Agreement, and shall also be liable for any loss etc. caused to SGRH by its workmen deployed
3. This agreement is entered into on a Principal to Principal basis and nothing contained herein shall constitute an agency between SGRH and the Second Party. The Second Party would continue to be responsible for due performance under this Agreement, and shall also be liable for any loss etc. caused to SGRH by its personnel
4. The Bill will be submitted within 20 days from the completion of a wage month which is a calendar month. SGRH will pay within 3 days as advance to the second party on expiry of a calendar month, during which the workmen of the second party have rendered their services as contract labour, an amount equal to the wages payable by the second party to its workmen after receiving the details of deployment of contract labour from the second party
5. That the second party shall be paid the deployment charges by SGRH within 15 days from the date the second party has submitted their bill enclosing :
 - a) Wage register for having paid the wages to the deployed contract labour
 - b) Workmen Register to be returned on the verification by SGRH
 - c) Certificate of having deposited PF contribution in respect of workmen deployed
 - d) EPF & ESIC contribution paid challans.
 - e) Certificates of compliances of statutory provisions of relevant labour legislation and rules
 - f) List of contract labour discontinued and those deployed afresh during the wage month.

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6. The Second Party shall be reimbursed their fee on proportionate basis of total deployment and Key Performance Indicators which are attached as annexure II with the agreement.
7. That the number of workmen may be increased or decreased depending upon the requirement of the Hospital and as may be suggested by the Quality Control or any other agency concerned or connected with the effective Housekeeping arrangements in a super-specialty Hospital and the Second Party will adhere to it all times without fail.
8. # That Second Party shall deposit a refundable and interest free security amount or furnish a bank guarantee of equivalent to Rs.7, 00,000/ (Seven Lakhs only) with SGRH. The security deposit is liable for forfeiture in the event of non-performance as prescribed in the agreement or on termination of contract. The amount due to SGRH can also be recovered from the security deposit. The decision of SGRH shall be final and binding on the Second Party.
9. The Second Party shall provide minimum of 2 pairs of uniform and one pair of good quality shoes within one month of commencement of the agreement and shall always be responsible for providing neat and clean uniforms to its workmen & will ensure that the workmen deployed by the Second Party look smart, clean and tidy. A proper uniform issuance register will be maintained by the second party, which shall be subject to inspection.
10. That in case of unsatisfactory performance, the Second Party shall be liable for penalty as under:-
 - a. Rs.100 per workmen per shift who are not in proper uniform.
 - b. Rs.200/- for errored billing and non submission of challans on time.
 - c. Rs.300 in case was workman is found engaged in double duty or found sleeping while on duty.
11. The Second Party shall deploy their workmen in the Hospital for 8 hrs duty in a day. Infringement of Labour laws including duty more than 8 hours will not be allowed and for any violation of the same, the Second Party will be solely responsible. The second party will ensure that their staff avails weekly off and therefore, shall not claim any relieving charges.
12. That in case hospital requires (on special functions / occasions etc) extra duties, besides what has been agreed to, the Second Party will submit a supplementary bill for such extra duties performed by their workmen, but requirement should be duly sanctioned and notified by SGRH.
13. That it shall be the sole responsibility of the Second Party to pay the wages and other dues to its deployed workmen including the payments under various labour legislations such as ESI Act, Provident Fund Act, Income Tax Act, 1961, Contract Labour (R&A) Act, Payment of Bonus Act, Gratuity Act etc. and it is clearly agreed that the workmen & staff deployed at SGRH of the Second Party shall be the employees of the Second Party for all intents & purposes whatsoever. In the event of termination of the contract, the workmen engaged by the Second Party are liable to be withdrawn with immediate effect in which case SGRH will make full and final payment to the Second Party after fully verifying the fact that the payment of the entire staff engaged by the Second Party has been fully paid and there are no dues to be paid by the Second Party under any provisions of law concerning its staff and under the provisions of this contract.
14. That SGRH agrees to pay additional deployment charges to the second party due to increase in the notified minimum wages by the govt of NCT Delhi.
15. The deployed staff by the Second Party at SGRH for the above mentioned services shall have a minimum qualification as detailed in the annexure - III attached with this agreement.
16. That the workmen deployed by the Second Party for all intents and purposes will be the workmen of the Second Party who will have full control over them for discipline, performance of duties and all other related matters pertaining to their duty hours etc. and SGRH will not be responsible for the same as they are workmen of the Second Party.

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16. That the employees deployed by the Second Party for all intents and purposes will be the employees of the Second Party who will have full control over them for discipline, performance of duties and all other related matters pertaining to their duty hours etc. and SGRH will not be responsible for the same as they are employees of the Second Party.
17. That the Second Party will not assign the job under the provisions of the agreement to any other party or agency as it is a personal assignment awarded to the Second Party by SGRH
18. That the Second Party shall be liable for the discipline of its staff and for the presence of required number of persons in all shifts for due performance of duty by them and the Second Party shall depute a competent representative to the hospital who shall ensure proper record and compliances falling under the contract Labor Act & rules entirely at their own cost.
19. The Second Party shall ensure that all manpower deployed is not involved in any criminal case and shall be got duly verified by the Second party at the police station(s) of which he is a permanent or temporary resident. For security reasons the list of employees with police verification report showing the details of residence, age, and previous antecedent will be provided, if demanded, and Second Party under no circumstance will raise any objection for the same.
20. That SGRH will be at liberty to engage any other agency/ agencies for Sir Ganga Ram Hospital for which the Second Party will not raise any objection at any time. Similarly, the area of operation assigned to the second Party may be reduced as well as the amount payable under this agreement be reduced proportionately
21. The Second Party shall maintain all statutory records and submit timely periodical returns and reports to respective statutory authorities as required under any law and copy of the same will be submitted to SGRH from time to time and SGRH may inspect the records so maintained at any time in order to see the compliance of the statutory compliances.
22. That the Second Party agrees not to have any financial or other involvement with any official/ employee of the SGRH and if at any time it is revealed that Second Party has adopted some corrupt practice in obtaining this agreement then this agreement may be cancelled at the sole discretion of SGRH
23. That the Second Party undertakes to take necessary insurance cover in respect of all its deployed staff at SGRH premises, in respect of any injury accident etc for which any compensation is payable under the workmen compensation Act or other such applicable statutes.
24. That the officer of SGRH shall be entitled to inspect the record maintained by the Second Party in respect of Second Party's workmen controlled by it at the premise of SGRH. The Second Party shall submit a certificate as per the enclosed format in the first week of every month to SGRH, certifying that the second party has complied with all provisions of laws as applicable to it at the premises of SGRH. The officers of SGRH shall be entitled to take requisite documentary proof in this regard from the second party, including attested photocopies of relevant registers, returns etc as maintained by the Second Party.

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25. That the Second Party undertakes that it and its personnel shall not during the period of this agreement or any time thereafter use or disclose to anyone other than is bonafide, any other confidential information relating to the business or affairs of Sir Ganga Ram Hospital and or its affiliates which may be exposed to or may have received during the course of or pursuant to any activities conducted for Sir Ganga Ram Hospital and the Second Party shall indemnify and keep indemnified Sir Ganga Ram Hospital from any loss or damage arising from any breach of this undertaking. For the purpose of this clause "Confidential information" shall mean and include all documents, papers, data base, correspondence, or any other information relating to Sir Ganga Ram Hospital, its business, operation, clientele, etc. which may be disclosed or which the Second Party shall become privy to or get to know under this agreement.
26. That in case of any dispute or difference arising between the parties, relating to interpretation and / or implementation of the above Agreement or connected provisions therewith directly or indirectly the same will be referred to the sole arbitration of the Chairman, Board of Management, Sir Ganga Ram Hospital or his nominee as the case may be under the provisions of Arbitration & Conciliation Act, 1996. The Second Party cannot object to arbitration proceedings being conducted by an Officer/ official of SGRH as he/she happened to perform and / or work for SGRH. In other words dispute could be referred to the Chairman, Board of Management, Sir Ganga Ram Hospital, or his nominee as the case may be, to which the Second Party will have no objection and decision taken by him shall be final and binding between the parties. The venue for the arbitration shall be New Delhi.

In witness thereto the parties have put their signatures on the date & place specified above.

Signature on the behalf M/s. SAMS Facilities Management (P) Ltd. (Second Party)



Witnesses:

1. Ashutosh Verma

O.P. DWIVEDY

Signature on the behalf of Sir Ganga Ram Hospital (SGRH)

Witnesses:

1. _____

2. _____

Annexure - I

This Annexure - I is part and parcel of the agreement executed between Sir Ganga Ram Hospital and M/s SAMS Facilities Management (P) Ltd Hereinafter mentioned as "The Agreement").

1.0 For the purpose of rendering the services of Sir Ganga Ram Hospital in the most efficient manner and of a high quality, the Second Party shall ensure compliance of the following services which is illustrative, but not exhaustive and are as under:-


1.1 SECURITY SERVICES

- 1.1.1. Check & regulate entry and exit of the vehicles
- 1.1.2. Guiding them to proper place of parking,
- 1.1.3. Valet services in the Hospital
- 1.1.4. Keeping Vigil on vehicles and advising vehicle owner suitability
- 1.1.5. Depositing the revenue on day to day basis in the cash branch of the SGRH.
- 1.1.6. To provide feedback report about the various activities in the Hospital to the Chief Security Officer
- 1.1.7. The incoming and outgoing patients, their relatives and provide appropriate assistance & guidance where required
- 1.1.8. Regulate entry of staff inside the Hospital
- 1.1.9. Incoming and out-going stores
- 1.1.10. Keep vigil inside the hospital
- 1.1.11. Stop pilferage of hospital stores, linen, equipment; and prevent thefts & losses of material and valuables, and sabotage
- 1.1.12. Regulate and assist fire fighting operations in hospital premises
- 1.1.13. File and lodge complaint / report with police when an occasion arises
- 1.1.14. Provide feedback report about the various activities in the Hospital to the Chief Security Officer
- 1.1.15. To do all things and to adopt all measures and take all steps & assistance required to be taken for providing the best security services at Sir Ganga Ram Hospital Premises

1.2. FREQUENCY OF SERVICE

- 1.2.1 The Second Party shall provide the Services stated in this Agreement at such frequency and time intervals as may be conveyed to it by SGRH.
- 1.2.2 The Second Party shall ensure that all manpower deployed for successful operation under this Agreement shall: -
 - 1.2.2.1 Be fully trained and adequately experienced in carrying out the jobs assigned to them under this Agreement. they should also be trained to handle hospital waste and should be subjected to periodic training and re-training to that effect.
 - 1.2.2.2 Be residents of National Capital Region.
 - 1.2.2.3 Not be an accused or involved in any criminal case and shall be verified by the Second Party at the police station of which he is a permanent or temporary resident.
 - 1.2.2.4 Preferably be between the age group of 20 to 40 years.
 - 1.2.2.5 At all times while on duty, pursuant to this Agreement, are properly and neatly dressed in proper uniform of the Service Provider.
 - 1.2.2.6 Be at least 10th standard or its equivalent passed and should be able to read and write in English as well as Hindi. The qualifications of various personnel are indicated in Annexure -III for general guidance.
 - 1.2.2.7 Be on duty 10 minutes before the commencement of assigned duty.




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1.3. SUPERVISION

- 1.3.1. The seat of the Manager/ Supervisor at the cost of Second Party shall be manned on round-the-clock basis and shall control and manage the Service being provided by the Second Party under this Agreement for all routine and specific tasks, connected with this Agreement, deciding the duty roster of the workmen of Second Party meeting quality standards, safety, maintenance of records, generation of reports, information, etc. in the format desired by SGRH, performing all such other acts and functions as may be required from time to time for efficient rendering of Service.
- 1.3.2. For the purpose of the Services stated in this Agreement, the Manager/ Supervisor of the Second Party shall coordinate with the concerned person of the facility department as may be intimated to it by SGRH from time to time and shall pro actively be involved in the efficient implementation of the Services assigned to the Service Provider.
- 1.4. The Second Party shall provide a mobile phone to his Supervisor on duty at SGRH. The mobile phone shall always remain "Switch On" with 100% uptime.
- 1.5. The Second Party shall also ensure periodical visits of his / external specialists in each domain to inspect and oversee the Services being rendered by the Service Provider. The Second Party shall provide a schedule of visit in advance for every month. The Second Party shall provide within five days of each visit to SGRH details of recommendations made by the specialists and shall also implement the recommendations after consulting SGRH
- 1.6. The second party shall, at its own cost, provide mobile connection along with mobile instrument, which shall be used by it in day to day operation under this Agreement.
- 1.7. Sir Ganga Ram Hospital shall provide space for small office and store and all other furniture/ computer etc. shall be arranged by Second Party at its own cost for running its office.
- 1.8. MAINTENANCE OF RECORDS AND REPORTING**
- 1.8.1. The second party shall ensure maintenance of all such log books/ records as may be prescribed by SGRH from time to time.
- 1.8.2. The Second Party shall also be responsible for generation and distribution of various reports, statements, information, etc. in such formats, for such periods, as may be conveyed by SGRH from time to time.
- 1.8.3. The Second Party shall on or before the due date as may be conveyed by SGRH from time to time, forward to the concerned person of SGRH all reports, statement, information etc. generated by the Second Party.
- 1.8.4. The Second Party shall promptly highlight any shortcomings that they become aware of in the system and bring them to the notice of the concerned person of SGRH.



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KEY PERFORMANCE INDICATOR CHART

1	To maintain a high standard of Security Services to meet the required standard specification maintained at a Multi specialty Hospital
2	To continuously select, train, and, motivate staff to perform operation as per laid down standards
3	To ensure discipline of all staff.
4	To conduct and prepare all operational reports and returns, as required.
5	To maintain a high efficiency and control over all the areas of service.
6	To maintain an efficient & accurate system for quality control.
7	To maintain updated Registers & Reports prescribed under Contract Labour Act & Rules applicable to NCT Delhi and produce them to SGRH on demand within four hours.
8	To maintain updated & continuous record of persons deployed at SGRH and preserve such record during the operation of this Agreement and for future period as prescribed under the contract labour Act & Rules and other Labour legislation



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Qualifications of the deployed staff shall be as under:-

1. **Security Guard (Civil & Lady Guard)**
 - 1.1. Should be Minimum 10th Pass with about 2 years of guarding and security experience
 - 1.2. Should have Height of 172 cms (5'10") & should be physically & medically fit
 - 1.3. Should possess a exemplary character
 - 1.4. Should have knowledge of both English & Hindi language
2. **Security Guard – Ex army men**
 - 2.1. Should be Minimum 10th & maximum 12th Pass with proper military background and experience in handling the use of arms and ammunitions.
 - 2.2. Should have proper military background with expertise in managing, men, machinery and vehicles in the hospital
 - 2.3. Should have a height of (5'10")
 - 2.4. Should possess a exemplary character
 - 2.5. Should have knowledge of both English & Hindi language
3. **Security Supervisor**
 - 3.1. Should be an ex –army men, preferably a Graduate with around 5 years experience out of which at least 3 years in a large establishment
 - 3.2. Should have an height of (5' 8")
 - 3.3. Should have Knowledge of Hindi & English language
 - 3.4. Should Posses good communication Skills
4. **Gunman**
 - 4.1. Should be 12th Pass having trait specific diploma with about 1-2 years of experience as a gunman
 - 4.2. Should have a license
 - 4.3. Should be Physically and mentally fit
 - 4.4. Should have a height of (5' 8")
 - 4.5. Should possess a exemplary character
 - 4.6. Should have knowledge of both English & Hindi language
5. **Security Officer**
 - 5.1. Should be a retired ex –army man with about 10 years of experience out of which at least 5 years should be supervisory role in large set up.
 - 5.2. Should be Physically and mentally fit
 - 5.3. Should possess a exemplary character
 - 5.4. Should have knowledge of both English & Hindi language



A. S. S. S.

M/s. SAMS Facilities Management Pvt Limited

Nominal quantity and deployment including relievers cost forSecurity services)

w.e.f. 01.04.2014

Description	Quantity	Rate per month with weekly off all inclusive (Rs.)	Extended Amount (Rs.)
Security Guards - Civil	278	11127	3093306
Security Guards - Lady	11	11127	122397
Security Guards - Exmen	13	12137	157781
Security Supervisor	16	13230	211680
Gunman	7	13276	92932
Security Officer	1	14406	14406
Sub Total 1	326	75303	3692502
Service Charges @ 9%			332325
Sub Total 2			4024827
Service Tax @ 12.36 %			497469
GRAND TOTAL			4522296



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Annexure - V

UNDERTAKING BY THE CONTRACTOR

I, S/o Proprietor / Partner / Director of
..... do hereby declare and undertake as under: -

1. That in the capacity of independent Labour Contractor for M/s I have complied with the provisions of all laws as applicable. I have paid the wages for the month of which are not less than the minimum rates as applicable, to all my employees and no other dues are payable to any employee.
2. That I have covered all the eligible employees under Employees' Provident Fund and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable.
3. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the M/s due to my lapse, I undertake to reimburse the cost of the same M/s Is also authorized to deduct the same from my dues as payable.

CONTRACTOR

Authorized Signatory



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