



सत्यमेव जयते

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Certificate No.	: IN-DL51597867734722S
Certificate Issued Date	: 26-Jun-2020 03:46 PM
Account Reference	: IMPACC (IV)/ dl700603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL70060311914859992188S
Purchased by	: IRONMAN SECURITY SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IRONMAN SECURITY SERVICES PVT LTD
Second Party	: TIRATH RAM SAH CHARITABLE HOSPITAL
Stamp Duty Paid By	: IRONMAN SECURITY SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



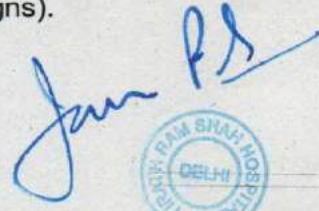
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AGREEMENT BETWEEN TIRATH RAM SHAH CHARITABLE HOSPITAL AND M/S IRONMAN SECURITY SERVICES PVT. LTD.

This agreement is made on 01st day of July 2020 between Tirath Ram Shah Charitable Hospital, 2, R.B.L. Isher Das Sawhney Marg, Rajpur Road, Delhi – 54 hereafter referred to as TRSCH of the first part, (which expression shall include its successors and assigns) and M/s Ironman Security Services Pvt. Ltd., L-78, 1st Floor, Lajpat Nagar – II, New Delhi – 110024, hereafter referred to as CONTRACTOR of the other part (which expression shall include its successors and assigns).

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.



Whereas, the party of the first part has decided to award Security Contract of the hospital to the party of the second part.

This agreement witnesses as follows:

I **Scope of Work**

- a) To maintain high standard of Security in overall hospital premises through efficient and sincere personnel.
- b) Any other assignment connected with the Security of the area.
- c) Any other duties and functions assigned and methodology decided by the party of the first part.

II **It is now hereby agreed by and between the parties as follows:**

- 1) The contractor shall always ensure high class, efficient and scientific services to the entire satisfaction of the party of the first part and also ensure that the area allotted to him is always secured.
- 2) The contractor shall provide personnel round the clock in various shifts along with relievers for 8.5 hours duty in a day, as per the requirements of the Hospital and shall provide relievers as and when required.
- 3) All such personnel provided by the contractor shall necessarily wear a proper and presentable uniform duly approved by the Management. Such uniform shall be provided by the contractor at his own cost.
- 4) The contractor shall maintain proper record of such stores subject to necessary inspection by the Management.
- 5) The contractor shall be responsible to implement statutory provisions of relevant Laws/Acts and provide to the hospital management documentary evidence related to ESI, Provident Fund etc no(s) of all such personnel employed by him within 15 days of signing this contract, and to be employed in future for work in the hospital.
- 6) The contractor shall make up for any loss/damage to any property of the hospital by its workmen.



Janak. S.



- 7) The contractor shall make sure that all personnel wear a proper identification badge issued by the contractor.
- 8) The workman suffering from any illness / communicable / infectious disease shall not be put on duty.
- 9) The contractor shall ensure that all the workman under him are medically fit.

III It is specifically agreed to by and between the parties that:

- a) The persons engaged / arranged by the contractor for the purpose of this agreement shall be exclusively the workmen of the contractor and shall not in any event be deemed to be in the employment of TRSCH.
- b) The contractor shall also be liable to supervise / control and manage all persons engaged / arranged as aforesaid by himself or through his supervisors.
- c) The contractor shall be solely responsible for the wages and claims in respect of the persons engaged / arranged by him, including any claim for compensation which may be made under the provisions of the workmen's compensation Act, 1923 or any other law for the time being in force.
- d) The contractor shall further be responsible for liability to all or any for the persons so engaged / arranged by him under any legislation or otherwise and also for any misconduct, negligence or other act on the part of all or any of his persons or for any other reasons whatsoever, including any accident which may happen during the execution of the work, for whatsoever cause.
- e) The contractor shall be responsible for the payment of contributions etc. Under any Central or State legislation applicable to the persons engaged / arranged by him, (e.g. contribution under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act, 1952 for both employees and employers and other statutes).
- f) The contractor shall be responsible to ensure compliance with all statutory laws, like ESI, Provident Fund Act, payment of Wages Act etc. and submit a copy of the deposit challans and salary payment sheets, each month to the hospital. The hospital representatives may be present at the time when the wages are disbursed to contractor's employees.



Jan P.M.

A circular blue ink stamp for 'T. Ram Shah Hospital, Delhi' is located at the bottom right. The text 'T. RAM SHAH HOSPITAL' is written around the top half of the circle, and 'DELHI' is written at the bottom. A signature in blue ink is written across the center of the stamp.

- g) If any labour laws are applicable to the contractor in respect of his workers, TRSCH will not be liable for the same and it will be the sole responsibility of the contractor to comply with the said statutory requirements as applicable.
- h) If at any time any liability or obligation, financial or otherwise is imposed upon TRSCH under the provisions of regulations or bye/ law made thereunder in respect of any persons engaged / arranged by the contractor, he shall reimburse to TRSCH on demand any amount paid or any financial liability suffered or incurred by TRSCH under or by virtue of such provision and TRSCH will have absolute right and liberty to adjust the amount paid or incurred or suffered by it against any sums and / or fee due to the contractor from TRSCH.
- l) The contractor shall coordinate with the Management for all his work, systems, supervision, bills etc. whatsoever related to this agreement.
- j) Log book shall be maintained by the contractor for recording all jobs complaints, events etc. on daily basis. Such a log book shall be checked by the Management or his authorised officer as and when required.
- k) Nothing herein contained shall be deemed or construed to mean that the persons engaged / arranged by the contractor are so engaged / arranged as agents of TRSCH and / or on behalf of TRSCH and / or for hire and / or supply to TRSCH under any circumstances.
- l) The contractor shall make necessary arrangements in case his staff do not turn up for duty.
- m) The contractor shall be responsible for the general conduct and discipline of his staff and ensure that only verified employees are engaged.
- n) The Contractor to ensure that antecedent / police verification in respect of your employees being deployed in Tirath Ram Shah Hospital are duly verified and copy is submitted to us. As and when any new person is appointed, the police verification must be done.
- o) The contractor shall withdraw from the hospital without demur any of his employees whose work, conduct, is not found satisfactory by the Management.
- p) The contractor shall maintain record of attendance and same shall be produced whenever asked by TRSCH.



Jan P h

A circular blue ink stamp for 'Tirath Ram Shah Hospital, Delhi' is located at the bottom right. The text around the perimeter of the stamp reads 'TIRATH RAM SHAH HOSPITAL' and 'DELHI'. A handwritten signature in blue ink is written across the stamp.

- q) Persons engaged by the contractor for fulfillment of his obligation under this agreement shall in no case be entitled to any benefit monetary or otherwise which may be admissible 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 first party.
- r) The contractor will ensure and pay to his employees the minimum wages as may be revised from time to time by the appropriate authority.
- s) The contractor shall raise bills on the basis of man-days employed during the month as per following rates agreed upon with minimum wages as prescribed by Government from time to time.
+ 14.78% of the wages+ other statutory compliances towards relieving charges
+ Provident fund and ESI contributions, as declared by the concerned authorities.
+ 5% service charges
+ Applicable Govt. GST from time to time.
+ The Conveyance on basic will be charged as per practice separately.
The bills shall be paid within 15 days from the date of receipt of every month after certification by the Management.
- t) The bills so raised shall be subject to deduction of tax at source as per Income Tax Act.
- u) That the courts at Delhi alone shall have exclusive jurisdiction over all matters relating to or arising out of this contract.

This agreement shall be in force for a period of one year with effect from **1st July 2020 to 30th June, 2021** subject to satisfactory services.

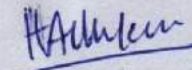
However, if the services of the contractor are found to be substandard or not upto the mark or not as per the satisfaction of the party of the first part, the party of the first part will have full authority to terminate the contract by giving one-month notice. Similarly, if the contractor does not wish to carry on with the contract, he can terminate the same by giving one month's notice to the party of the first part.

In witness whereof the parties aforesaid have set their hands.


(PARTY OF THE FIRST PART)
Tirath Ram Shah Charitable Hospital


(PARTY OF THE SECOND PART)
M/s Ironman Security Services Pvt. Ltd.

Witnesses:

1. 
Heera Adhikari - 9811929021
- 2.