



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Chhattisgarh

## e-Stamp

Certificate No. : IN-CG24424516863371T  
Certificate Issued Date : 05-Oct-2021 12:18 PM  
Account Reference : IMPACC (SV)/ cg6021704/ BHILAI/ CG-DG  
Unique Doc. Reference : SUBIN-CGCG602170436857970663611T  
Purchased by : CHIRANJIVI  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SOUTH INDIAN BANK BHILAI  
Second Party : PREMIER VIGILANCE AND SECURITY PVT LTD  
Stamp Duty Paid By : SOUTH INDIAN BANK BHILAI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or **AGREEMENT**

### PROVISION OF HOUSE KEEPING SERVICES TO SOUTH INDIAN BANK FIRST PARTY BRANCH/OFFICE/QUARTERS

This agreement made at Bhilai, Chattisgarh on this 5th day of October, 2021 is effective from the retrospective date 1<sup>st</sup> September 2021 between

For THE SOUTH INDIAN BANK LTD

*[Signature]*  
Branch Manager,  
Bhilai Steel City

For Premier Vigilance & Security Pvt. Ltd

*[Signature]*

Sr. Vice President

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#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoriestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



Premier Vigilance & Security Pvt. Ltd. at 4B, Orient Row, Kolkata- 700 017 (hereinafter called "**the Agency**" which term shall unless repugnant to the context, include its legal heirs, executors, administrators, assigns, successors in interest, etc.) represented by its Sr. Vice President Mr. T.K.Samaddar. and

**THE SOUTH INDIAN BANK LTD**, a company incorporated under the Companies Act, 1913 and having its Registered office at Mission Quarter, T.B. Road, Thrissur, Kerala State and one of its branches at Bhilai, State Chhattisgarh. (hereinafter called "**Bank**" which term shall unless excluded by or repugnant to the context, include its legal heirs, executors, administrators, assigns, successors in interest, etc.) represented by its Branch Manager, Mr. MOHAMED IMRAN R.

WHEREAS the Agency is engaged in the business of providing Office attendant/~~sweeper/helper etc.~~

WHEREAS **Bank** is doing banking business as defined under the Banking Regulations Act, 1949 through various branches, Regional Offices, Departments etc., situated in different places spread all over India.

WHEREAS **Bank** is in requirement of **Office attendant** and **Agency** has come forward and expressed its willingness to provide such persons to the **Bank** as per its requirements.

WHEREAS **Bank and Agency** have agreed to enter into an agreement for the aforesaid purpose for a period of **24** months with effect from 1<sup>st</sup> September, 2021 to 31<sup>st</sup> August, 2023

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The **Agency** shall provide office attendant on all working days and on other days as per the requirements of the **Bank**.
2. The **Bank** shall pay the **Agency** an amount of **Rs. 12093** per month per person towards charges for engaging Office Boy plus GST applicable. In return for the said charges, the **Agency** shall at its own risk and cost provide services of office attendant on contractual basis. The amount to the **Agency** will be payable on the last working day of each calendar month and there will be no enhancement in rates/charges during the period of Agreement. No other charges shall be payable to the **Agency** except the agreed amount plus applicable GST. The **Agency** shall execute proper stamped receipt for the amount received.
3. Fee for a particular month will be paid directly to the **Agency** only after obtaining necessary Original documentary proof from the **Agency** in respect of previous month, confirming (1) payment of minimum wages fixed by government to the Office Attendant as per total number of shifts for which they are engaged and (2) Remittance of EPF and ESI amount with the respective authorities. The Original documents shall be returned after verification by the branch manager.
4. The **Agency** shall ensure the performance, code and conduct of ~~general-helper/office attendant/sweeper/office boy~~ provided by them to the **Bank**. The **Agency** has to make sure that persons

FOR THE SOUTH INDIAN BANK LTD

  
Branch Manager,  
Bhilai Steel City

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For Premier Vigilance & Security Pvt. Ltd  
  
Sr. Vice President



provided by them do not indulge in activities detrimental to the interest of the **Bank** including monetary transactions with customers of the **Bank**.

5. The **Agency** shall ensure that ~~general helper/office attendant/sweeper/coffee boy~~ provided by them to the **Bank** will report to the Branch Manager and function under his general directions.
6. The **Agency** shall maintain upto date record of ~~general helper/ office attendant/sweeper/coffee boy~~ as per the Shops and Establishment Act and discharge all obligations under various Laws viz. the Minimum Wages Act, the Employees Provident Fund Act, the Employees State Insurance Act, the Payment of Gratuity Act, Payment of Bonus Act, Workmen's Compensation Act, the Contract Labour (Regulation and Abolition) Act, etc. under any other State/Union Legislation in respect of ~~general helper/office attendant/sweeper/coffee boy etc.~~ engaged by the **Agency**. The **Agency** shall submit original proof of payment of all statutory obligations/maintenance of up to date records before the 15<sup>th</sup> of every month and for as and when determined by the Bank which the Bank will be entitled to withheld payment of service charges of subsequent months.
7. The **Agency** hereby undertakes compliance with statutory conditions or requirements applicable to them.
8. The **Agency** shall comply with all the provisions of laws of the land applicable while providing ~~general helper/office attendant/sweeper/coffee boy etc.~~ to the **Bank**.
9. The **Agency** hereby undertakes full responsibility for all acts of commission and/or omissions general helper/office attendant/sweeper/coffee boy etc. provided by them and shall compensate the **Bank** for any loss/damage caused to the **Bank** by their acts of commission and/or omissions or dereliction of duty or negligence. The **Agency** is also liable to indemnify the **Bank** against cost of any litigation incurred by the **Bank**.
10. In case any losses are caused to the **Bank** on account of non-fulfillment of any obligation by the **Agency**, the **Bank** shall have right to make adjustments against the losses from the charges payable to the **Agency**
11. The **Agency** agrees to change ~~general helper/office attendant/sweeper/coffee boy~~ etc. engaged by them immediately on receiving instructions from the **Bank** and decision of the **Bank** is final in this regard.
12. The **Agency** shall be absolutely responsible for the payment of salary, all other statutory obligations for the ~~general helper/office attendant/sweeper/coffee boy etc.~~ (or their dependent) employed on account of salary/wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the **Bank** has no connection in relation to such matters. The **Agency** shall furnish the proof of having paid the wages to the general helper/office attendant/sweeper/coffee boy etc. engaged by them within one week of the disbursement of the wages to them.
13. The **Agency** hereby agree and declare that general helper/office attendant/sweeper/coffee boy etc. engaged are working purely at the instance of the **Agency** and that they shall not have any kind of legal right to claim absorption or any regularization of service or other working conditions of the **Bank**, there being no relationship of master and servant between them and the **Bank**.
14. The **Agency** shall ensure that the office attendant engaged shall wear prescribed uniform of the **Agency** or that stipulated by the Bank with proper Photo Identity Card, name tab etc. The general helper/office attendant/sweeper/coffee boy etc. shall not take any alcohol or intoxicants and smoke during the duty hours.



15. The office attendant. provided by the **Agency** shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/major diseases.
16. In case of any mishap sustained by office attendant of whatsoever nature(minor major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the **Agency** and not of the **Bank**. If for any reasons, compensation, cost etc. are paid by the bank, the same shall be reimbursed by the agency to the Bank without ant demur, including interest at ruling rate.
17. In case of any property loss/injury to any one of the staff of the **Bank** due to negligence of or dereliction of duty or in-attentiveness of office attendant. all liabilities arising out of such incident will be fully met by the **Agency**.
18. For verification of antecedents of the entire general office attendant, a system should be in place for which an undertaking should be forwarded by the **Agency** for the **Bank's** record.
19. The **Agency** should ensure the rotation of office attendant at the particular post at least once in six months with the prior permission from the **Bank** or on receipt of such advice from the **Bank**.
20. The **Agency** shall furnish the names and permanent and local addresses of the Office Attendant being posted at the **Bank** along with their latest photographs, thumb impression and signatures.
21. This agreement is valid for a period of 24 months with option in favour of the **Bank** to discontinue the service of **Agency** by giving 30 days notice without assigning any reasons. The **Agency** may also terminate the Agreement by giving 30 days prior notice to the **Bank**. The **Bank** shall have right to terminate this agreement at any time if the **Bank** is of the opinion that the service of the **Agency** is unsatisfactory. A premature termination of the agreement at the behest of the **Bank** will not confer the **Agency** any right to any damages.
22. The **Agency** shall ensure that at no point of time during the prescribed duty hours, the office attendant will leave his/her place of duty.
23. The **Agency** and the persons engaged by them as office attendant shall hold all information, data, material, instructions, communications, the terms and conditions of business as strictly confidential, whether received in writing or oral form, from the **Bank**.
24. The parties hereto shall, in respect of any disputes and differences that may arise between them in respect of any matter stated in this Agreement, or in connection or arising out of this Agreement or with regard to interpretation thereof shall refer the same to arbitration of a sole arbitrator appointed by the **Bank**. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be at Kolkata and the language of the arbitration proceedings shall be English.

In witness whereof Mr. MOHAMED IMRAN R, ( Branch Manager) The South Indian Bank Ltd, having its branch at Bhilai, Chattishgarh State on behalf of **the Bank** and Mr. T.K.Samaddar, Sr. Vice President (HR) of M/s. Premier Vigilance & Security Pvt. Ltd. 4B, Orient Row, Kolkata – 700 017 on behalf of "**Agency**" hereinto set their hands on the 01/09/2021.

For THE SOUTH INDIAN BANK LTD.  
  
Branch Manager  
Bhilai Steel City

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For Premier Vigilance & Security Pvt. Ltd.  
  
Sr. Vice President


For THE SOUTH INDIAN BANK LTD



Branch Manager  
Bhilai Steel City

Seal and Signature of the Bank

For Premier Vigilance & Security Pvt. Ltd



Sr. Vice President

Seal & Signature of Agency

WITNESSES

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