



सत्यमेव जयते

INDIA NON JUDICIAL Government of Chhattisgarh

e-Stamp

Certificate No. : IN-CG24424662007168T
Certificate Issued Date : 05-Oct-2021 12:22 PM
Account Reference : IMPACC (SV)/ cg6021704/ BHILAI/ CG-DG
Unique Doc. Reference : SUBIN-CGCG602170436859100561436T
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 type below this line-----

AGREEMENT FOR OUTSOURCING GENERAL HELPER/OFFICE ATTENDANT/SWEEPER/COFEE BOY ETC.

This agreement made at Bhilai, Chhattisgarh on 05th day of October is effective from retrospective date 1st August 2021, **BETWEEN**

FOR THE SOUTH INDIAN BANK LTD

[Signature]
Branch Manager,
Bhilai Steel City

For Premier Vigilance & Security Pvt Ltd

[Signature]
Sr. Vice President

0001813907

1 | Page

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.ehoilestamp.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

M/s. Premier Vigilance & Security Private Limited(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 (HR), 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, Chattishgarh (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 **MOHAMED IMRAN R**.

WHEREAS the Agency is engaged in the business of providing Sweeper.

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 sweeper 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 01.08.2021 and valid till 31st July, 2023.

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

1. The Agency shall provide sweeper on all working days and on other days as per the requirements of the Bank.
2. The Bank shall pay the Agency an amount Rs. 4537.00/- per month per person towards charges for engaging sweeper for three hours plus GST as applicable for approx 03 hours . In return for the said charges, the **Agency** shall at its own risk and cost provide services of sweeper 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 sweeper 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 Branch Manager.
4. The **Agency** shall ensure the performance, code and conduct of sweeper provided by them to the **Bank**. The **Agency** has to make sure that persons 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 sweeper provided by them to the **Bank** will report to the Branch Manager and function under his general directions.

FOR THE SOUTH INDIAN BANK

Branch Manager
Bhilai Steel City

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

6. The **Agency** shall maintain upto date record of sweeper 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 sweeper engaged by the **Agency**. The **Agency** shall submit original proof of payment of all statutory obligations/maintenance of up to date records before the 15th 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 sweeper to the **Bank**.
9. The **Agency** hereby undertakes full responsibility for all acts of commission and/or omissions sweeper 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 sweeper 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 sweeper (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 original proof of having paid the wages to the sweeper engaged by them within one week of the disbursement of the wages to them.
13. The **Agency** hereby agree and declare that sweeper 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 sweeper engaged shall wear prescribed uniform of the **Agency** or that stipulated by the Bank with proper Photo Identity Card, name tab etc. The sweeper shall not take any alcohol or intoxicants and smoke during the duty hours.
15. The sweeper 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 sweeper 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**.
17. If for any reason, compensations, costs etc. are paid by the **Bank**, the same shall be reimbursed by the **Agency** to **Bank** without any demur, including interest at ruling rate till settlement.
18. 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 sweeper, all liabilities arising out of such incident will be fully met by the **Agency**.

For THE SOUTH INDIAN BANK LTD


Branch Manager
Bhilai Steel City


For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

19. For verification of antecedents of the entire sweeper, a system should be in place for which an undertaking should be forwarded by the **Agency** for the **Bank's** record.
20. The **Agency** should ensure the rotation of the sweeper, 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**.
21. The **Agency** shall furnish the names and permanent and local addresses of the sweeper being posted at the **Bank** along with their latest photographs, thumb impression and signatures.
22. 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.
23. The **Agency** shall ensure that at no point of time during the prescribed duty hours, the sweeper will leave his/her place of duty.
24. The **Agency** and the persons engaged by them as sweeper 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**.
25. 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., on behalf of **the Bank** and Sr. Vice President (HR), Mr. T.K.Samaddar of M/s. Premier Vigilance & Security Pvt. Ltd. 4B Orient Row, Kolkata – 700 017 on behalf of "**Agency**" hereinto set their hands on 1st August, 2021.

FOR THE SOUTH INDIAN BANK LTD.

Branch Manager
Bridal Street City
Seal and Signature of the Bank

For Premier Vigilance & Security Pvt. Ltd.

Sr. Vice President
Seal & Signature of Agency

WITNESSES

1.

1.

2.

2.