



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 304608

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

This agreement entered on 1st April, 2021 between Premier Vigilance & Security Pvt. Ltd. (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

THE SOUTH INDIAN BANK LTD., a banking company within the meaning of the Companies Act. 1913 and having its Registered Office at Thrissur, Kerala State and one of its branches at Corporate Branch, No. 15, Oswal Chambers, Hare Street, Strand Road, Church Lane, B.B.Bagh, Kolkata – 700 001 (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 attorney Shri Dhananjay Kumar

For Premier Vigilance & Security Pvt. Ltd.

Pranab Kumar
Director.

WHEREAS the Agency is engaged in the business of providing ~~General Helper/Office Attendant/Sweeper/Coffee Boy~~ 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 ~~general helper/office attendant/ sweeper/coffee boy~~ and Agency has come forward and expressed its willingness to provide such persons to the Bank as per its requirements. (*delete whichever not applicable)

WHEREAS **Bank and Agency** have agreed to enter into an agreement for the aforesaid purpose for a period of 12 months with effect **from 1st April 2021 to 31st March, 2022**

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. 5421.82 per month for four hours towards charges for engaging sweeper plus GST as applicable. 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 Service Tax. 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 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.
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 ~~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 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 proof of payment of all statutory obligations/maintenance of up to date records before the 15th of every month and for as and when

For Premier Vigilance & Security Pvt. Ltd.


Director.

- 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 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**.
 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**.

For Premier Vigilance & Security Pvt. Ltd.

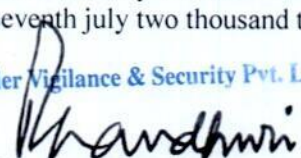
Handwritten Signature
Director.

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 12 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 Shri Dhananjay Kumar (**Branch Manager**), The South Indian Bank, on behalf of the **Bank** and , Mr. Pinakpani Aditya Chaudhui (Director) of M/s. Premier Vigilance & Security Pvt. Ltd. 4B Orient Row, Kolkata – 700 017 on behalf of “**Agency**” hereinto set their hands on the seventh july two thousand twenty.

Seal and Signature of the Bank

For Premier Vigilance & Security Pvt. Ltd.


Seal & Signature of Agency Director.