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INDIA NON JUDICIAL

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Certificate Issued Date : 28-Feb-2018 11:44 AM
Account Reference : IMPACC (IV)/ dl928303/ DELHI/ DL-DLH
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Purchased by : FORTIS HOSPOTEL LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
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Second Party : Not Applicable
Stamp Duty Paid By : FORTIS HOSPOTEL LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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SECURITY SERVICES AGREEMENT

This Security Services Agreement is executed on this 1st day of May 2018 by and between

Fortis Hospotel Limited, a company incorporated under the laws of India and having its registered office at Fortis Memorial Research Institute, Sector-44, Near Metro Station, Gurgaon-122002 Haryana (India) (hereinafter referred to as "**First Party**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) **OF THE FIRST PART;**

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.
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AND

Ghibellines Security Solutions Limited, a company incorporated under the laws of India and having its registered office at A 29 Site 4 industrial Area Sahibabad, Ghaziabad, Uttar Pradesh - 201010 through its authorized signatory (hereinafter referred to as "Second Party" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE SECOND PART.

WHEREAS

- A. The First Party is engaged in the business of providing healthcare services and is running and maintaining its Clinical Establishment at Fortis Hospital, Block -A, Shalimar Bagh, New Delhi (herein referred to as the "Hospital" under this agreement).
- B. The First Party is desirous of contracting security services in respect of the Clinical Establishment.
- C. The Second Party is engaged in the Security business and has represented that it has got the necessary and adequate experience, expertise, infrastructure, skill and trained manpower to perform and render the security services for hospitals and healthcare facilities;
- D. The First Party has approached the Second Party to provide security services at the Hospital and the Second Party has agreed to provide the same based on the terms and conditions set out in this Agreement.
- E. The Parties hereto desire to record their representations, warranties, statements, assurances, agreements, undertakings, indemnities and covenants on their part as also the terms and conditions of their agreement as under:

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

"Agreement" shall mean this Agreement and any revision or modification thereof including attached schedules and annexures;

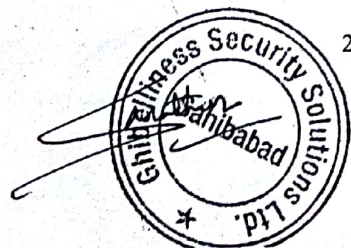
"Applicable Laws" shall mean and include the relevant laws of India and includes legislation at Central and State levels and also various rules, regulations, notifications, guidelines, governmental orders, by-laws, internal policies, rulings, judicial precedents/orders in India.

"Clinical Establishment" shall mean and include the premises at Block-A, Shalimar Bagh, New Delhi (herein referred to as "Hospital" under this Agreement).

"Effective date" shall mean 01st May' 2018

"Party" shall mean the First Party or the Second Party;

"Parties" shall jointly mean the First Party and the Second Party;



“Services” services to be provided by Second Party shall include without limitation the following acts, roles and responsibilities and services to be provided by the Second Party.:

- a. To provide and render entire ‘Security services’ for and in respect of First Party’s requirements from time to time. The ‘Security services’ shall cover entire Hospital building / infrastructure, various plants and machinery, installations, equipments, appliances, instruments, gadgets, furniture and fixtures, materials / stores, other company properties, the company information, the employees, the patients and their relations / attendants/visitors etc.,
- b. The ‘Security services’ shall include watch and ward services, security surveillance, security intelligence, vehicular movements management, parking management, ingress / egress management, VVIPs management, firefighting management, and contingencies management etc.
- c. The Security Services shall include searching of cars, lorries and other vehicles, personal search of employees/staff at the entrance gates and such other services as deemed relevant.

Interpretation

- (i) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- (ii) References in this Agreement to Articles, Clauses, Schedules and Annexures are references to articles, and clauses in and schedules and annexures to this Agreement. The Annexures or Schedules to this Agreement shall be deemed to form an integral part of this Agreement.
- (iii) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. SCOPE OF THE AGREEMENT

- 2.1 During the term hereof, the Second Party shall render the Services at the Hospital in accordance with the service level requirements and qualitative standards set out in Annexure A hereof. Second Party shall perform the said services of its own and to the complete and utmost satisfaction of the First Party and shall not engage a subcontractor without the express written consent of First Party for the performance of the said Services.
- 2.2 The Services shall be provided by Second Party in the Hospital in an uninterrupted and efficient manner from 01st May’ 2018 to 30th April’ 2019, 24/7 basis. First Party shall determine the Schedule and timings for rendering of the said Services and communicate it to Second Party in writing and Second Party and all its employees shall ensure strict adherence to schedule and timings.
- 2.3 Second Party shall take responsibility for assessing the requirements, planning the activities and implementing and monitoring the Services with its trained and qualified personnel. The Services shall be performed to ensure smooth and efficient functioning and provide security and safety to all patients, attendants and visitors and also to the staff and employees at the Hospital.
- 2.4 It is agreed that the juridical and legal title and possession of the Hospital will always vest with the First Party. This Agreement is not, and shall not be considered as, a lease, sub-lease, tenancy or sub-tenancy of the Hospital and/or the land and/or buildings comprising the Hospital, or to

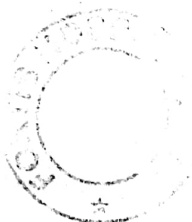


confer any right, title or interest, whether legal, equitable or beneficial, in the Hospital and/or the land and/or buildings comprising the Hospital. Second Party shall not at any time claim any tenancy, sub-tenancy or any other right or title or interest in respect of the Hospital and/or the land and/or buildings comprising the Hospital under any law presently in force and/or any law which may be enacted hereafter.

3. OBLIGATIONS OF SECOND PARTY

3.1 Second Party has agreed to perform the following services during the Term of this Agreement:

- (i) Provide the Services in a competent, efficient and uninterrupted manner and follow all quality and safety and security standards in rendering the Services in accordance with Applicable Laws and **Annexure A** hereof. Second Party shall carry out the security arrangements diligently, efficiently and to the satisfaction of the First Party and will only provide those personnel who have ethical background. Second Party shall provide the First Party with the Police verification forms filed & duly stamped by the local Police Station for all the personnel provided at Hospital.
- (ii) Provide at its sole cost and expense competent and trained personnel and security guards for rendering the Services as per the requirements and prepare.
- (iii) Second Party shall ensure that its employees observe perfect Safety Health and Environment "SHE" and shall ensure that training programme is carried out by a qualified Training Manager on location to ensure that the "SHE" policy of First Party is fully implemented in every facet of services entrusted.
- (iv) Second Party shall take due care of all assets or the like provided to the Second Party by the First Party and shall also take proper and reasonable precaution to prevent the loss, destruction, and misuse of resources in the area of its responsibility and shall not knowingly/unknowingly lend to any person or company any of the assets of First Party or any information under their control.
- (v) The Second Party shall hold monthly meetings with the representative of the First Party in respect of provision of services and related aspects thereof.
- (vi) Second Party shall be responsible for any loss suffered by First Party on account of negligence, vandalism or theft or misconduct by the personnel. A joint investigation will be carried out to assess the losses. Second Party shall have to compensate First Party for any loss suffered on this account.
- (vii) The Second Party shall be required to meet the required quality and safety standards in terms of manpower training and delivery of services by playing a proactive role in all Quality & Safety programme /initiatives which the First Party may undertake from time to time during the period of the agreement. Additionally, the Second Party shall adhere to the Accreditation standards of the National Accreditation Board for Hospitals & Healthcare Providers (NABH) or Joint Commission International (JCI) as maybe applicable to the First Party from time to time.
- (viii) Second Party shall ensure that no illegal, dangerous, harmful or objectionable materials, articles or goods, or the same which can otherwise cause annoyance or disturbance to the said Premises get into the Hospital and shall assist the First Party in removing the same.



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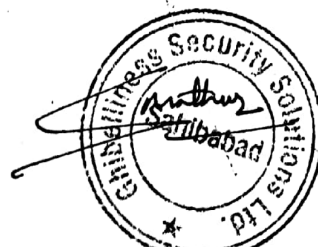


- (ix) Second Party shall ensure that the First Party be reported and alerted of any security problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage or harm to the Hospital or the patients, attendants, visitors and staff at the Hospital.
- (x) Second Party shall recommend, where necessary or desirable in its opinion, improvement to safety or security measures and procedures to promote safety and security for the Hospital.
- (xi) Second Party shall in order to ensure a consistent service quality, must provide security guards exclusively assigned to perform the Services.
- (xii) Second Party shall provide overall security service and supervision including inspection of the hospital premises & personnel on duty at regular intervals daily. Second Party personnel assigned to duty will comply with all reasonable instructions pertinent to protection and security service at the Hospital Premises as may be issued by the First Party. Second Party agrees to immediately reassign and replace any, of its security personnel deemed incompetent, careless, insubordinate or otherwise objectionable, if requested by the First Party.
- (xiii) Second Party will at its sole cost and expense supply uniforms to their security force according to the scales prescribed by First Party and ensure that its security personnel wear the same while on duty.
- (xiv) Second Party shall be solely responsible for the maintenance of discipline etc. of the security personnel provided by it.
- (xv) Second Party shall see and ensure that no persons who obviously have no business with the First Party or who obviously are unwanted, undesirable, dangerous, or otherwise objectionable, enter the Hospital and to assist the First Party in removing such person from its Hospital.
- (xvi) The Second Party shall issue photo identity cards to all its employees bearing their individual photograph within 7 days from the Effective Date, for the number of personnel engaged/present in a month, Second Party shall ensure that such personnel that get their attendance duly recorded and verified at the security.
- (xvii) The Second Party will provide one person to the hospital who will ensure the proper handing & taking over during shift change. He will be responsible for the smooth functioning of hospital and day to day operational requirements.

4. OBLIGATIONS OF SECOND PARTY IN RESPECT OF ITS PERSONNEL ENGAGED IN PROVIDING THE SERVICES

- (i) The Parties agree that this Agreement is in the nature of a service contract where Services are being provided by the Second Party in accordance with the agreed quality parameters and standards. In this regard, the Second Party agrees and undertakes to employ in its employment all personnel (as per prescribed competencies) required to provide the said Services. Such employees shall at all times remain and be construed to be the employees of Second Party alone. There shall be no employee-employer relationship between First Party and the employees engaged /deployed by Second Party. First Party shall not be held responsible for any nonpayment on part of Second Party and shall not be considered to be the principal employer of the First Party. Second Party undertakes to indemnify First Party in this respect should any claim for payment arise against First Party.

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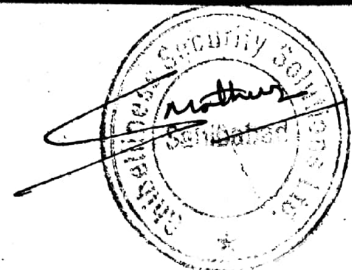


- (ii) The Supervisory, disciplinary and administrative control over the personnel employed and the manner and mode of work of the said Services to be provided/ rendered shall be of Second Party alone. But in case of any deficiency in services is noticed or that job carried out and services rendered are not in accordance with the specifications laid down in **Annexure A** or up to the expected standards envisaging the requirements of a First Party, First Party shall always be within its rights to get the deficiencies removed.
- (iii) Second Party shall ensure that their personnel are trained as per the requirement of the Hospital for providing required services.
- (iv) The employees of Second Party shall in no case be entitled to any benefit, monetary or otherwise, which may be permissible for the regular employees of First Party nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against First Party by virtue of this agreement. All disputes between Second Party and its personnel shall have no bearing on First Party and First Party will not be concerned about the same. Second Party shall indemnify First Party in this regard.
- (v) First Party will have no liability in case of any compensation payable to any personnel, which accrues due to the fault of Second Party or its employees.
- (vi) Second Party agrees that it is liable and responsible for and undertakes to pay wages not less than the minimum wages, allowances, and other benefits due and payable under the various Applicable Laws to the personnel employed by Second Party for the said services.
- (vii) First Party shall be entitled to depute its representative to be present at the time of disbursement of wages who shall also sign the Register of Wages-cum-Muster Roll as may be maintained by Second Party. Second Party undertakes that First Party will not be responsible for payment of any dues to the employees and would not be construed as having any employment relationship with employees of Second Party by virtue of their mere presence/by putting up their signatures.
- (viii) Second Party shall get a medical examination of all its employees and submit a medical certificate of fitness to work in the Hospital. Immunization cost will be borne by the Second Party. Annual medical examination proof to be submitted by Second Party for Security Personnel.

5. PAYMENT AND PENALTY

- 5.1 In consideration for the provision of Services by Second Party, Second Party shall be paid charges as per attached **Annexure-B** on a monthly basis. All charges are inclusive of all levies and taxes. Goods and Service tax to be charged extra as per govt. notification by Second Party. First Party shall deduct all taxes at source as prescribed by present or future Tax Laws of India. In case of any deficiency of services by Second Party, First Party shall be entitled to reduce the service charges to the extent of the deficiency as determined by First Party in its sole discretion.
- 5.2 Second Party shall on every 2nd day of subsequent month submit a monthly bill for the Services rendered by it during the preceding month as per **Annexure B**. First Party shall arrange to make payment for invoice, subject to any deduction on account of any deficiency in services, within 7 days of the receipt of the invoice. Second Party shall ensure that the bills providing complete details and supporting documents are attached with the invoice along with duly attested copy of PF and ESI Challan in respect of all its personnel, failing which a penalty of Rs. 10,000/-each such default

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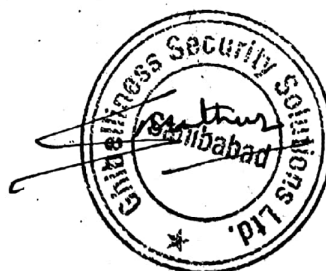


respectively will be imposed on the Second Party. Second Party shall solely be responsible for all payments to its personnel and employees in accordance with the statutory laws and legislations.

- 5.3 Second Party expressly agrees that a penalty of Rs. 60/- for Guard and Rs. 100/- for Supervisor/person/day will be imposed on Second Party for every unplanned absenteeism and the amount will be deducted from the total amount chargeable by Second Party as service charges in terms of Clause 5.1 hereinabove.
- 5.4 A penalty of Rs. 10,000/- pm will be imposed on the contractor for each and every non-compliances of statutory requirement (Licenses, Late Submission of ESI and PFs challan/returns) and the amount will be deducted from the total amount chargeable by him.
- 5.5 If Ghibellines Security Solutions Limited fails to satisfy the complaint within (10) days, Fortis Hospotel Ltd. shall have the right to impose a fine of Rs. 5000/- on Ghibellines Security Solutions Limited and terminate the Agreement in accordance with the terms of this Agreement.
- 5.6 The Second Party shall provide Performance Guarantee/ Interest Free Deposit (Performance Security)/Bank Guarantee for performance of services. In the event, Second Party shows its inability to provide Performance Guarantee/ Interest Free Deposit (Performance Security)/Bank Guarantee, it is agreed between the parties that such Security deposit shall be in the form of retention of latest invoice amount of the monthly bill cycle, for an amount equal to one month billing or equal to ½ month billing. The Performance Guarantee shall be on a format of a bank acceptable to the first party. The Performance Guarantee shall be effective from commencement date and shall be released after six months of the validity period of the agreement or settlement of payment of the second party, whichever is earlier, after adjusting due payable by second party to first party.
- 5.7 The First Party shall, in case of any short or less payment by Second Party to its manpower, as detected/disclosed in the subsequent month, recover an amount equal to the short payment and disburse the same to the concerned staffs of the Second Party. The First Party shall levy a penalty of the amount equal to the 20% of such short payment. The First Party shall levy this penalty in order to cover any future penalty/non-compliance and to ensure the welfare and accurate payment to the manpower employed by Second Party.

6. QUALITY STANDARDS

- 6.1 Second Party shall execute all the Services and maintain such numbers of persons as are required for the purpose of execution of Services in terms of this Agreement in a timely and qualitative manner in accordance with the service level and quality standards set out in Annexure A.
- 6.2 First Party reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the Services with respect to the quality, the methods of service, the hours, safety, sanitation, and maintenance of the areas where the services are provided. In case the quality of service is not found to the desired standards and specifications in terms of Annexure A, action as deemed fit will be taken against Second Party. First Party or any officer so authorized by it for the purpose shall be at liberty to carry out any surprise checks on Second Party's work to ensure adherence to quality of services as per specifications. The decision of First Party with regard to determining of quality of work/service in terms of the specifications provided by First Party shall be final. First Party reserves the right either to get the deficiency removed at the cost of Second Party and/or deduct such amount from the monthly service charges bill for the deficient services as may be determined by First Party or to terminate the Agreement in accordance with the terms hereof.



7. **INDEMNITY AND LIABILITY OF SECOND PARTY**

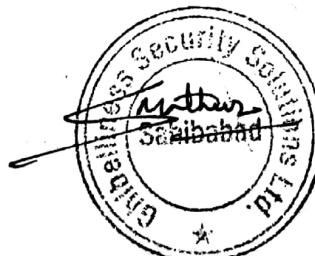
- 7.1 Second Party will be held responsible for damages or loss or theft arising from any omission or negligence of the Second Party or its employees in providing the Services or from any breach of the obligations and representations of the Second Party in terms of this Agreement.
- 7.2 Second Party shall keep and hold First Party, its, shareholders, directors and officers, employees, or any such person indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party claims, suits, demands, actions, proceedings, judgments, assessments, against First Party occasioned by, arising out of or resulting from (i) any breach of the terms of this Agreement by Second Party including representations and warranties or (ii) claims by third parties, including on account of injury, damage or loss directly arising from the provision or lack of provision of the Services or (iii) any claims against First Party arising from any negligent act or omission of Second Party or Second Party's employees, agents or contractors.
- 7.3 If it is felt necessary to report the case to the police, a complaint will be lodged accordingly by the Second Party with assistance and upto the satisfaction of First Party. First Party shall also render to the police all assistance to investigate the complaint and to trace the accused and recover the property and also process the case in a court of Law. Second Party will render all assistance and liaison with the police. The expenses and loss incurred in this connection will be met by the Second Party who shall be liable for any such expenses or for the occurrence of incident as aforesaid. First Party shall be entitled to deduct the loss due to theft/pilferage etc. from the service charges on completion of joint investigation by both the parties.
- 7.4 This indemnity shall survive the termination or expiry of this Agreement.

8. **ASSIGNMENT**

- 8.1 This Agreement cannot be assigned by the Second Party except with prior written approval of the First Party. However, First Party shall be free to assign the terms and conditions of this Agreement to its affiliates or associate companies or group companies without the prior written approval of Second Party.

9. **LEGAL COMPLIANCES**

- 9.1 Second Party agrees that it is liable and responsible for all compliances under relevant labour legislation and undertakes to pay all statutory payments, contributions, taxes, fees, levies, etc as may be due and payable under various applicable laws, Act, Rules, Regulations, By-laws, scheme implemented by States or Central Govt from time to time including but not limiting to Industrial Dispute Act, The Provident Fund Act & Schemes made therein, the Payment of Bonus Act, The Payment of Gratuity Act, the Contract Labour (R&A) Act, 1970, The Payment of Wages Act, The Minimum Wages Act, Employees State Insurance Act & Regulations made therein, Maternity Benefit Act, Employee Compensation Act, Private Security Agencies (Regulation) Act 2005 and Regulation made therein. And that in no case shall First Party be liable or required to make any payment either to any government authority or any person in connection with the employment of personnel by Second Party in connection with the said Services.
- 9.2 The Second Party shall obtain or apply for all mandatory Registrations, Licenses, Approvals, Authorizations, etc from Govt Authorities under all applicable legislations from time to time within 30 days from Effective Date to carry out the operation of the services,



including but not limited to Contract Labour (Regulation & Abolition) Act and Rules, Shop & Commercial Establishments, Employee State Insurance Act, Employee Provident Fund & Mic Provisions Act and Schemes, Employment Exchange(CNV) Act, Employee Compensation Act, Labour Welfare Fund Act , Private Security Agencies (Regulations) Act and others such Acts whichever is applicable . And Second Party shall renew such Registrations, Licenses, Approvals, Authorization as and when required. The copy of the same shall be provided to the First Party of such Registrations, Licenses, Approvals, Authorizations etc. and the second party shall be fully compliant with the directions, clauses, and specifications, guidelines mentioned in such registrations, Licenses, approvals and authorizations.

9.3 It is understood that First Party shall stand fully indemnified by Second Party in respect of any claim or liability arising in respect of the labour or any employee engaged by Second Party or its agents. Second Party will defend First Party, its affiliates, officers, directors and employees against any cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise but also any third party claims brought against First Party because of negligence or fault of labour or employees of Second Party, whether on account of wages or otherwise, including the labour or employees engaged through the sub-contractor (s) of Second Party if any.

9.4 Second Party including their sub-contractors (if approved in writing by First party) shall maintain all the prescribed registers, returns, records under the various Applicable statutes and produce them for inspection as and when required by First Party or by any authority under these statutes. And regularly submit Photo copies of these registers to First Party and will hand over the copies of the same on termination/expiry of the Agreement.

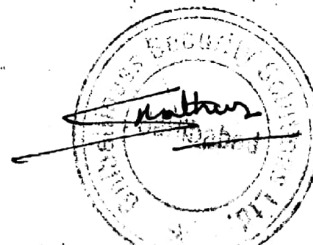
9.5 Second Party shall be responsible for all notices received from any authority, undertake all registrations and comply with all Applicable Laws as mentioned above. Second Party shall as and when required by First Party deliver to First Party all documents, things or other evidence which may be required to establish the compliance by Second Party and its sub-contractor under all Applicable Laws and shall always be open to audit and/or inspection of itself or its agents and/or associates, by First Party. First Party is entitled by itself or through its agents to carry out the audit of Second Party and/or inspection as specified hereinabove on a monthly or quarterly basis, as it may find reasonable. The second party shall close all such notices received from Govt authorities with in time frame mentioned herein, the copy or proof of such closer of the notice shall be submitted to the First Party.

9.6 Second Party shall purchase and maintain such insurance, in addition to the insurance coverage statutorily required under labour laws, as will protect it from claims by personnel employed, directly or indirectly by Second Party in connection with the said Services or by anyone for whose acts any of them may be liable including but not limited to claims for damages because of bodily injury, disability benefit, occupational sickness or disease, or death of its employees. Second Party shall provide First Party with copies of current insurance certificates throughout the term of this agreement.

9.7 If there is any non-compliance with regard to Statutory Requirements, the First Party shall have the right to terminate the agreement by giving 15 (Fifteen) days' notice in writing to the Second Party.

10. COUNTERPARTS

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.



11. REPRESENTATIONS AND WARRANTIES

(i) Second Party represents warrants and undertakes to first Party that:

(i) Due Authorization

Second Party has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of the proposed arrangement have been duly and validly approved by the board of directors of Second Party. When executed and delivered, this Agreement will constitute valid and legally binding obligations of Second Party, enforceable in accordance with its terms.

(ii) No Conflict

The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of the proposed arrangement (i) does not violate any Applicable Laws, (ii) does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association of Second Party or any agreement between Second Party and any other party (ies), including lenders and the like.

(iii) Consents and Approvals

All consents and approvals for the consummation of the Arrangement have been obtained and all such approvals are and shall remain in full force and effect and there are no other consents and approvals that are required from any third party for the consummation of the Agreement envisaged herein. None of such consents and approvals is the subject of any pending or threatened review or attack by appeal or direct proceedings or otherwise.

(iv) Due Qualification and Experience

Second Party and its personnel and employees have the requisite qualifications, experience and competence and training in performing the Service and Second Party shall ensure that such employees will remain available for the term of the Agreement and shall not be removed or replaced without First Party's prior written approval.

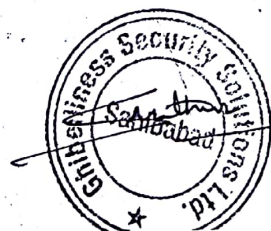
The representations and warranties made hereinabove shall survive the agreement and the company has entered into this agreement based on the aforesaid representations and warranties.

12. TERM & TERMINATION

12.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date i.e 1st May 2018 and subject to Article 12.2, shall remain in force from the Effective date till 30th April 2019.

12.2 Notwithstanding anything contained in Article 12.1 above, this Agreement may be terminated:

(i) by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and warranties



of the Parties of this Agreement by any Party hereof ("Breaching Party"), which breach has not been remedied by the Breaching Party within 21 days of receipt of written notice requiring remedy of the such breach;

- (ii) by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent;
- (iii) By First Party upon one month's notice.

12.3 The right of either Party to terminate this Agreement will be in addition to any other remedies it may have. All remedies to either Party under this Agreement are cumulative and not alternative and may be enforced successively or concurrently.

12.4 Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

13. CONSEQUENCES OF TERMINATION

13.1 Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term.

13.2 All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof subject to adjustment for on account of deficiency of Services as determined by the First Party.

13.3 Second Party and its employees shall cease to perform the Services and remove all their articles from the Hospital forthwith upon termination.

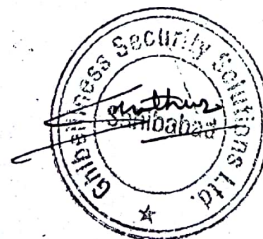
13.4 Second Party shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all other statutory obligation and liabilities and obtain suitable discharge in favor of First Party so that no liability or obligation develops on First Party from the amount due to be paid to First Party.

14. CONFIDENTIALITY

14.1 Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.

14.2 The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

14.3 It is agreed that obligations of the Parties and the Company under this Article 14 shall survive the termination of this Agreement.



15. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 15.1 In case of any difference or dispute arise between the Parties herein, the dispute shall be decided by mutual consent of Director / CEO of both the parties and such decision shall be final and binding between the Parties..
- 15.2 This Agreement shall be governed by and construed and enforced in accordance with the laws of India.

16. **JURISDICTION**

Subject to provisions of Clause 15 above, the Parties irrevocably agree that the Courts in Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement. The Second Party hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to the Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment

17. **MISCELLANEOUS**

17.1 **Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

17.2 **Performance & Waiver**

The failure of either Party to require the performance by the other Party of any of the terms of this Agreement shall not affect that Party's right to enforce such term or terms at some later time, and the waiver by either Party of any breach of any provision of this Agreement shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.

17.3 **Relationship**

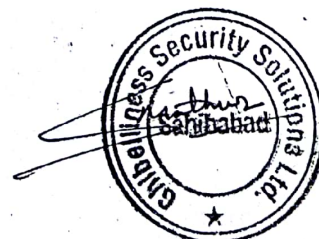
- (i) Second Party, in the performance of this Agreement, shall be and act as an independent contractor. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.
- (ii) No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

17.4 **Amendment**

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

17.5 **Severability**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.



17.6 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

17.7 Violation of Terms

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

For Fortis Hospotel Limited

Authorized Signatory

Witness
1

For Ghibellines Security Solutions Limited

Authorized Signatory

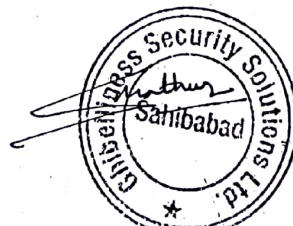
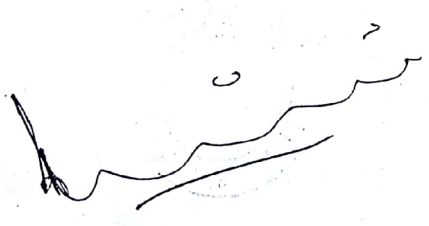
Witness
2

ANNEXURE A

Scope of Work:

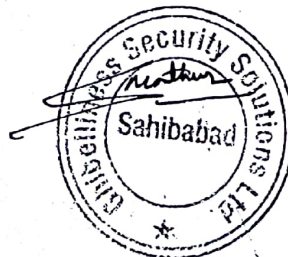
1. To provide and render entire 'Security services' for and in respect of companies requirements from time to time. The 'Security services' shall cover entire Hospital building / infrastructure, various plants and machinery, installations, equipment, appliances, instruments, gadgets, furniture and fixtures, materials / stores, other company properties, the company information, the employees, the patients and their relations / attendants etc.
 2. The 'Security services' shall mean and include providing watch and ward services, security surveillance including security of vulnerable patients, isolated areas of the facility and areas under construction and renovation, security intelligence vehicular movements management, ingress / egress management, VIPs management, firefighting management, and contingencies management etc., and asset protection etc. The 'Security services' are expected to be of best quality standards.
 3. The security services would include safety of the personal belongings of patient, families, visitors and staff.
 4. Security services would include the organizational commitments to Disaster management (internal and external) and social responsibilities of the organization towards the community as may be applicable from time to time. Property and occupants are protected from harm, loss, Fire and Smoke.
 5. Follow the Organizational policy and requirements for identification and authentication of staff, visitors and vendors.
 6. Security of supplies and stores of the organization and asset protection..
 7. Assist in all organizational activities to promote a safe facility and environment.
 8. Security staff should be well disciplined, properly groomed. Grooming criteria – hair cut short Hair nets properly worn/ hair is well kept, Neat & tidy uniform – fresh set daily – appropriately worn / No fancy accessories / clean fingernails / hair is well kept/ neatly shaven / carries ID card & Name badge/ uniform not worn out/ Shoes in good condition / No slippers – open footwear allowed (even for ladies).
 9. Security staff must be medically fit. and fulfil the following criterion
 - a. Height 5'7"relaxable up to 5'5" in exceptional cases, as follows
 - b. Well built
 - c. Minimum qualification HSC/Matric – 10th Passes (essential), supervisor – 12th Pass, is essential, Graduate desirable.
 - d. Age 20 to 40 years relaxable up to 45 years for ex-servicemen.
 10. Training session must be conducted by trainer (Second party) at every fortnight, which includes handling the critical situations in the hospital.
 11. All security guards/Supervisors must be trained in basic firefighting system i.e. effective usage of correct type of portable Fire Extinguishers, Fire Fighting systems and equipment available at the facility..
- Ensure all security guards/Supervisors should not smoke, chew of tobacco, gutkha etc. in the hospital

12. All personal shall be provided with a valid, company issued identification card and badge, both of which must be displayed, or in the Guards' possession, at all times in connection with the provision of

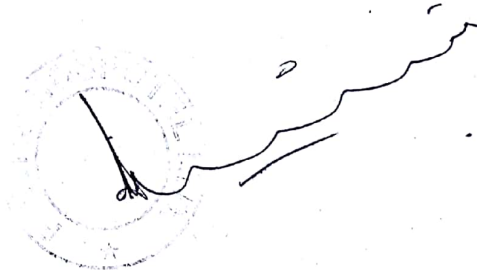


services to the First Party under this Contract. First Party may also require that each Guard is provided with a placement specific identification card, if so it shall be displayed at all times in connection with the provision of services to First Party under this contract.

13. The Company strictly prohibits the consumption, or possession of intoxicants drugs, cigarettes or alcohol on company property. To this end, the Company reserves the right to conduct searches for drugs or alcohol, including but not limited to, searches of lockers, filing cabinets, desks, packages, etc. which are on Company property or in a company facility. Any drugs or alcohol found as a result of such a search will be confiscated and the occupant or user of the object searched will be subject to disciplinary action, Consumption of any intoxicant – alcohol, tobacco in premises or before duty is strictly prohibited. Strict action up to and including termination of employment.
14. Second Party must adhere to provision made in PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 and subsequent amendment to this act. Security personnel so deployed must have undergone basic 'Security Training' as specified in the said act.
15. Regular site visit by Operations Manager / Branch Head will be conducted and surprise night checks by the agency's operations manager or any other competent assigned officer will be carried out post informing and consent of the CSO / Head Admin at the facility. The agency will keep the facility authorities posted on the outcome of the check.
16. A quick response team, whenever required in an emergency situation will be provided immediately and 24x7 contact accessibility with concerned operations head would be present. TOPs Escalation Matrix will be provided to the client with all the details. Quick Response Team ("QRT"). A small team of security professionals capable of rapid response in emergency situations to be made available to serve as reinforcement during security incidents at client's location. This team is to be dispatched from the Security Providers office to the client's site immediately on receiving the Emergency Response Requirement Call.
17. All consents and approvals for the consumption of the Arrangement including license under the Contract Labor Act, 1970, PF and ESI registration will be obtained latest within 45 days and shall remain in full force and effect during the term of the contract.
18. Insurance policy of TRs 5 Cr. Insurance Policy; whenever any theft & damage have happened in the First party premises due to omission commission at the part of vendor then they will recover / return the actual loss value / amount.
19. On supervision of the services provided by the company it is found that the conduct, behaviour and performance of work of any of its security personnel is unsatisfactory, it may issue directions to the company to immediately recall the particular person, it shall expeditiously substitute and substitute him by another trained personnel within a reasonable time frame. A joint monthly review is to be conducted by authorized officers of both parties with an aim to review and monitor arrangements and to ensure that the Overall objectives of providing a timely, high quality and cost effective service are met through a system of agreed criteria, objective measurement and regular discussion between the parties, including proper opportunity for
Response for;
 - a. Problem resolution and timeliness.
 - b. Deployment – grooming and presentation of personnel.
 - c. Service improvement based on feedback.
 - d. Statutory compliances – status, update of all statuses.
 - e. Adjustments to price to reflect significant variation (planned or unplanned) in volume or quality.
 - f. The minutes of service review meetings will be recorded and the service provider is to be responsible for submitting closures and all reports as per defined timelines.



20. Any theft, the value will be deducted from the payment made to the second party in the subsequent month.
21. Any change in minimum wage to be informed in real time basis.
22. No. Of training for 4 man days per guard/month to be conducted.
23. 100% compliance of SOP s to be ensured.
24. Need one SO with Fire certified and defense background.
25. Monitoring and recording the same as per schedule given and reporting the need of servicing / unserviceability, if found to the CSO.
26. Baton, Torch Lights, Reflecting Jackets, rain coats and Gum Boots to be issued to the personnel for the use.

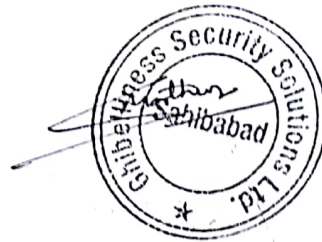




ANNEXURE 'B'

Payment:

This agreement is valid for an amount upto Rs 9,00,000/- per month only (Rupees Nine lakh only per month) towards services charges for the Security Services in the specified area and as per the specifications provided by first party. All charges are inclusive of all levies and taxes excluding Service Tax. Service Tax will be payable at the prevailing rates.



Category of Manpower:

For rendering the above said services, you will engage the services of fully trained and skilled (with right attitude) manpower as per the details given below:

<u>S.No.</u>	<u>Category</u>	<u>Number of manpower*</u>	<u>Qualifications</u>	<u>Experience</u>
2	Security Guard	46	VIII	6 months up to 1 yr.

