



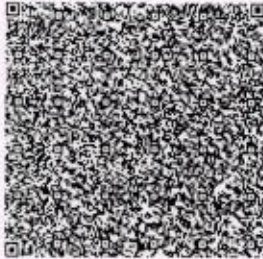
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL16052355424809Q
Certificate Issued Date : 15-Dec-2018 10:11 AM
Account Reference : IMPACC (IV)/ dl718003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71800337276099184524Q
Purchased by : UJJWAL ENTERPRISES
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : MAHARAJA AGRASEN HOSPITAL CHARITABLE TRUST
Second Party : UJJWAL ENTERPRISES
Stamp Duty Paid By : UJJWAL ENTERPRISES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

General Secretary
Maharaja Agrasen Hospital Charitable Trust (R)
West Punjabi Bagh, New Delhi-110026



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CONTRACT FOR SERVICE

This Agreement is made on this 15th day of **December 2018** between **Maharaja Agrasen Hospital Charitable Trust**, having at **Road No. 35, Punjabi Bagh (West), New Delhi-110026**, a Society duly registered under the Registration of Society Act, XXI of 1860 and having its hospital in the name of Maharaja Agrasen Hospital, hereinafter referred as the 'Principal' through its General Secretary **Sh. Prem Garg** duly empowered and authorised in this regard, (which expression shall unless repugnant to the subject or context shall mean and include its representatives, successors and assignees) of the principal.

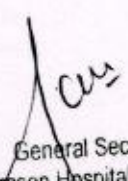
And

M/s. Ujjawal Enterprises having its registered office at **18/611, Joshi Road, Karol Bagh, New Delhi - 110005** through its Director **Sh. Sanjay Gandhi** duly authorized and empowered, hereinafter referred as the 'Contractor' (which expression shall always include unless repugnant to the subject or context, its executors, administrators, representatives, successors and assignees) of the Contractor.

Whereas the Principal is running hospital in the name of Maharaja Agrasen Hospital & provide medical & healthcare services to the public.

Whereas the Principal requires the services of an experienced Housekeeping Contractor for the purpose of providing adequate housekeeping services and certain other work, through its own employees and their work will be exclusively supervised by the Contractor, from time to time for its Hospital known as Maharaja Agrasen Hospital, situated at Road No. 35, Punjabi Bagh (West), New Delhi-110026.

Whereas the Contractor is in the business of providing specialized housekeeping services to the hospitals and other establishments with & without material and machines.


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WHEREAS the Contractor has shown interest and expressed its keen desire to provide the 'housekeeping services' to the Principal for the same.

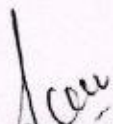
Whereas the Contractor has also represented that they have the necessary infrastructure, manpower and experience in providing the housekeeping services and they possess the financial capabilities to execute the above assignment/work and to do such other work, as may be asked/assigned to them under this agreement by the Principal from time to time.

Whereas the Principal has accepted the representation for the said work keeping in view the terms and conditions and other formalities. The Contractor has further represented that they have possessed requisite experience & qualifications and are also acquainted with the JCI, NABH, NABL guidelines and have further agreed that they will provide the require housekeeping services completely in compliance of the aforesaid categories and certification.

AND WHEREAS after due negotiations made between and by the Contractor and the Principal, the parties has arrived at an agreement, whereby the contract performance of housekeeping services with manpower and certain other works in the hospital, has been agreed by the Principal to be entrusted to the Contractor for a period of one year w.e.f **01.12.2018**, the parties hereby enter into this agreement on following:

TERMS & CONDITIONS:

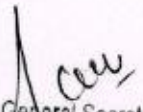
1. That the duration of this contract for services shall be for a period of one year w.e.f. **01.12.2018 to 31.11.2019**, whereafter, it will automatically come to an end on the expiry of the said period, unless it is specifically agreed to be extended in writing by both the parties on such terms and conditions, as may be acceptable to them.
2. That in consideration of the services, indemnity, guarantee and the terms and conditions of this Agreement, the Principal has agreed to pay to the Contractor a fixed monthly charges, which would normally be


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Rs. 29,50,200/- + ESI, inclusive of all taxes applicable from time to time, per month and can be reduced or increased from month to month depending upon the quantum of housekeeping services required to be provided by the Contractor is reduced or increased. The monthly charges shall be payable by the Principal to the Contractor after the Contractor raises a monthly bill as per the agreed rates and out of monthly charges payable, the Principal is entitled to deduct TDS, statutory taxes, fine, penalty etc. and subject to the Principal of being satisfied regarding the quality of the housekeeping services, provided by the Contractor during a particular month. GST as per the prevailing rate will be paid extra by the Principal to the Contractor as per statutory obligations. The contract amount is as per guidelines of Minimum Wages Act.

3. That the Contractor shall strictly observe the instructions issued by the Principal in fulfillment of this agreement from time to time.
4. That the Principal reserves the right to change the scope of work and amount of consideration as well as make such deductions out of the bills for expenses incurred by the Principal on behalf of the Contractor for non-performance of its part of the Agreement.
5. That the Contractor shall carry out the housekeeping and certain other works in the hospital as instructed from time to time, specified in Annexure 'A' and 'B' through its own personnel working in shifts, 24 hours of the day including housekeeping personnel and supervisory staff, as required or advised by the hospital authorities, who will be exclusively employed and deployed by the Contractor, shall have no privity of contract whatsoever with the Principal and they will not be considered as employees of the Principal for any legal and practical purpose. Their work will be exclusively supervised by the Contractor and their attendance will also be marked by the Contractor, their wages and other dues shall also be paid by the Contractor. The Contractor will be wholly and exclusively responsible for payment of monthly wages, other statutory applicable dues like EPF, ESI, minimum wages, bonus, gratuity and other terminal dues, if any, to the



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persons engaged by it and compliance of all statutory obligations under Central and State Government Acts, Rules and Regulations, on its part in respect of Delhi Shops and Establishment Act, 1954, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Provident Fund a Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Gratuity, Bonus, Leaves and all other related legislations as applicable and Principal shall not incur any liability or additional expenditure whatsoever for the persons employed by the Contractor on account of payment of monthly wages, ESI and other terminal dues, if any, and on account of the above mentioned obligations or any other obligations. The Contractor will provide the necessary documents and details such as ESI Card numbers copies of ESI Smart Cards, Bank Name & Account number, Appointment Letters, movements order, employment records etc. of the personnel deployed by it to the Principal including copies of distinctive challans of deposit of contributions with ESI & other concerned authorities, rendition of half yearly/yearly returns etc. Monthly bill will invariably be supported by copies of the distinctive challans pertaining to Maharaja Agrasen Hospital only of amount deposited with ESI & other concerned authorities for the previous month with regard to employees deployed in the hospital.

6. That the Contractor is required to provide separate challans for each statutory compliance for Maharaja Agrasen Hospital on individual basis, common challan for all their client will not be accepted in case separate and individual is not provided, it will be deemed that Principal has not paid, their statutory liability. Hence principal will make the deduction for same.
7. That the Contractor will not wait for the cheque/Payment to be received from the principal to pay the statutory dues. All legal and statutory dues are required to be paid on or before due date, otherwise penalty of Rs. 10,000/- for each compliance per month shall be deducted from monthly bill.


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8. That the Contractor will raise the separate bill for the services rendered at outside ground floor area given on rent.
9. That the employees of the Contractor will not demand any tip or bribe or whatsoever be the nature from the parents/attendants in the hospital.
10. The Contractor is to get police verification of antecedents of its employees prior to engaging him/her in the service of the Principal. Individuals possessing adverse police verification report are not to be deployed in the hospital of the Principal. Also, personnel deployed by the Contractor, while on duty inside the hospital, shall be in proper uniform supplied by the Contractor at its own cost. The Contractor shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the services and they shall maintain courtesy and discipline in the hospital without creating any nuisance or misbehave with any employee, patients, attendants and visitors of the Principal, failing which the Principal may require the Contractor not to deploy such of its errant staff in the hospital and impose any penalty for deficiency in services.
11. That the supervisors engaged by the Contractor must be trained and possessing adequate knowledge on housekeeping matters and should be good in coordination, exercising good control over the Contractor's employees and delivering results.
12. That the Principal shall not be liable to any claim or damages or compensation that might become payable to the employees of Contractor in the event of an accident resulting in any possible injury or death of an employee of the Contractor, while performing his/her duty within the premises or damage of any other kind. The Contractor shall always keep the Principal fully indemnified against all losses, damages, claims, and actions taken against Principal in the capacity of Principal employer by any Authority/Government Department in this regard.


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13. That the contractor will deposit Rs. **15,00,000/-** as Security with the principal, which shall be refundable/adjustable without interest when the present agreement expires and can be forfeited in case of breach of any conditions of the agreement by the contractor.
14. That the Contractor shall deposit ESI contributions in respect to each of its employees to the ESI authorities in time. Any deviation in this regard will be the liability of the Contractor and the same is to be settled in full/totality by the Contractor. In the case of any claim for ESI and / or EPF by any employee of the Contractor, the same will be deducted from the dues due to the Contractor and / or security deposit maintained by the Contractor with the Principal.
15. That the Contractor will be free to enter into other contracts of services to and with other parties. However, such contracts for services, should not, in any way, affect proper and efficient performance of services by the Contractor through its employees in the hospital under this contract.
16. That in case of any loss/damage caused to the Principal by any act of omission and commission by the Contractor or its employees, which include negligence and dereliction of duty displayed by the Contractor, thus, affecting services to be provided to the Principal, the Contractor shall be liable to compensate the Principal to the full extent of such loss/damage and deprivation of services, as the case, may be determined by the Principal, and such amount will be liable to be deducted from the payments to be made by the Principal to the Contractor and any further amount after deduction for damage/loss if any, still remains payable by the Contractor, the Contractor shall make such payment within 15 days of notice in this regard being served upon him by the Principal, failing which the same shall be recoverable with interest 18% p.a., thereon.
17. That the Contractor shall obtain necessary license(s)/registration(s)/ permission(s) etc. which are/may be applicable and required in respect of executing the present contract for providing the housekeeping services



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etc. under the laws of the State and Central Government already in existence or enforced in the future pertaining to the type of services provided to the Principal under the subject contract and shall submit a copy thereof to the Principal. The Contractor shall also keep all the requisite license(s) / registration(s) including under the provisions of Contract Labour, Regulation and Abolition) Act, 1970 and / or any other applicable law valid throughout the period of this agreement.

18. That the Contractor shall ensure that the personnel employed by him for housekeeping services and such other services are periodically rotated, internally as well externally in order to facilitate upgradation of their skills and experience for better performance. The Contractor will also ensure that in each shift no personnel of previous shift will work in next shift, since it impairs their efficient working. In case of an unforeseen contingency, it may be acceptable to the Principal but such a personnel will be replaced within two hours, failing which Principal reserve its right to impose penalty, as deemed fit.
19. That the Contractor will not assign, transfer, change, hypothecate or in any manner make over this agreement to any third party without obtaining the consent of the Principal in writing.
20. That the Contractor may have obtain confidential information of Principal during the period of this contract and he undertakes that he shall not disclose any information in any form to any person or entity or make use of such information concerning the affairs of the Principal without prior written consent of the Principal. This clause shall survive for the period of Five years from the date of expiry of this agreement or earlier termination thereof.
21. That the Contractor shall ensure payment of wages to its employees through RTGS/NEFT/Funds transfer only latest by 7th of every month notwithstanding the fact, whether its receivable cheque(s) from the Principal has been received or not. In no case wages or extra duty shall


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be paid in cash or bearer cheque. The payment of wages to the employees employed by the Contractor will be disbursed by the Contractor himself or his nominee and the Principal shall depute his representative to be present and sign the register in token of having disbursed the salary in his presence by the Contractor. In case of failure of Contractor to pay dues to his employees such as wages & other terminal dues and other statutory liabilities, if any, the Principal may clear such payment and the total amount on this account shall be subjected to deduction in Contractor's monthly bills and / or from security deposit and he shall have no objection for the same. No recovery on part of advances given by the contractor to its employees shall be made from monthly wages to be paid to the employees of the contractor, by the principal/ contractor.

22. This contract can be terminated even before the expiry of the stipulated period, by either party giving 30 days notice, in writing, through registered A.D. post, at the address, mentioned in this contract, to the other party, of its intention to terminate the contract.
23. That upon expiry/termination of the agreement, the Contractor shall immediately withdraw all his personnel and material if any, from the hospital of the Principal and clear their accounts by paying them all their legal dues as required under the provisions of law applicable. In case of any dispute on account of the termination of employment or non-employment of the personnel by the Contractor, it shall be the entire responsibility of the Contractor to pay and settle the same. The Contractor shall comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by him. If, any employee of the Contractor will engage in any litigation with the Principal, the same shall be contested at the costs of the Contractor and the entire litigation expenses will be deducted on monthly basis/lump sum basis and the Contractor will have no objections in this regard.


General Secretary

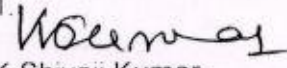
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24. That in case of any dispute or difference arising out of or in connection with the present contract, it shall be referred for adjudication under the provisions of the Arbitration and Conciliation Act, 1996 to a sole Arbitrator, to be appointed by the General Secretary/President of the Principal, regarding whose appointment, the Contractor shall have no objection or bias etc. merely because such appointment is made by the General Secretary/President and the decision of the Arbitrator shall be final and binding on both the parties. The venue for the Arbitration shall be the Society Office at Punjabi Bagh, New Delhi.
25. That all the matters arising between the parties to the agreement shall be subject to the jurisdiction of Delhi Courts/Tribunals, but only after Arbitration proceedings as mentioned in this agreement have been completed and decision had been given by the Arbitrator.


WITNESSES:

In witnesses where of the parties to this contract have put their respective hands on the date, month and year first above mentioned in the presence of witnesses.

1. 
K. Shivaji Kumar
General Manager - HR
Maharaja Agrasen Hospital
Punjabi Bagh
New Delhi - 110026

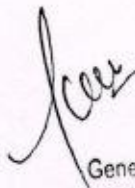
2. 
Sachin Dayal
Sr. Manager Admin
Maharaja Agrasen Hospital,
Punjabi Bagh
New Delhi-110026


General Secretary
Maharaja Agrasen Hospital Charitable Trust (R)
West Punjabi Bagh, New Delhi-110026
General Secretary
Maharaja Agrasen Hospital Charitable Trust
(Principal)


(Sanjay Gandhi)
Director
(M/s. Ujjawal Enterprises)
(Independent Housekeeping Contractor)

Annexure - A

1. The Contractor will ensure that the staff members should be regular and consistent in attending the job at the hospital. Total number of staff members should be fixed and not more than 5% replacement is allowed on any day.
2. The critical area housekeeping staff (ICU, Operation Theatre, Heart Command and other areas) should not have more than 3% replacement on any day.
3. The Contractor would ensure that the attrition rate of the staff working in the hospital is as low as possible. In case, the attrition rate is high the cost of training (Fire Safety, Emergency Code Training, Infection control, Hand Hygiene and other trainings as specified time to time by the hospital) will be borne by the company.
4. The Contractor will ensure that all the new joiners will undergo mandatory trainings (Fire Safety, Emergency Code trainings, BLS, Infection Control, Hand Hygiene and other trainings as specified time to time by the hospital). The training material will be provided by the hospital and the training sessions will be supervised by the hospital staff. Assessment of trainees will be done after the training session is over.
5. The Contractor will ensure that the existing staff should undergo trainings (Fire Safety, Emergency Code trainings, BLS, Infection Control, Hand Hygiene and other trainings as specified time to time by the hospital) on regular basis, as decided and conveyed by the hospital. The training material will be provided by the hospital and the training sessions will be supervised by the hospital staff. Assessment of trainees will be done after the training session is over.
6. The Contractor will also be assessed using the data collected from the Patient Satisfaction Form (Cleanliness of Wards and Toilets). If the score goes below 80% than proper action (Training/Financial/Replacement of staff etc.) will be taken by the company/hospital both as deemed fit by the parties.
7. The Contractor will ensure that Incidence of Needle Stick Injuries should be reported to the hospital as soon as possible. We should train all its employees (who will working/are working in the hospital) about the protocol to be followed in case of Needle Stick Injury.
8. The Contractor should ensure that proper training is provided to the staff members regarding use of disinfectants. Checking will be done by the hospital (Cultures checking etc.) and adverse incidences will be reported by the hospital to the company. If repeated incidents are reported from the particular ward/area of the hospital, proper action should be taken by both hospital and housekeeping agency.



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AREAS FOR HOUSEKEEPING SERVICES w.e.f 01.12.2018

Name of Contractor	Area
M/s Tuss Facility Services Area: 67,179 Sq. Ft.	First Floor, New Building (Covered Area)
	Second Floor, New Building (Covered Area)
	Sixth Floor, New Building (Covered Area)
	Terrace of New Building- Open Area



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