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₹100

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Account Reference	: IMPACC (IV)/ dl738503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73850398769592325906U
Purchased by	: CONNER INSTITUTE OF HEALTH CARE AND RESEARCH CENTE
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CONNER INSTITUTE OF HEALTH CARE AND RESEARCH CENTER
Second Party	: UJJWAL ENTERPRISES
Stamp Duty Paid By	: CONNER INSTITUTE OF HEALTH CARE AND RESEARCH CENTER
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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IN-DL05047821400150U

AGREEMENT

HOUSEKEEPING AGREEMENT BY AND BETWEEN PARTIES SIR GANGA RAM CITY HOSPITAL AND UJJWAL ENTERPRISES.



Suman W. Rana



Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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AGREEMENT

This AGREEMENT is made at New Delhi on this 21st Day of March 2022 by and between;

SIR GNAGA RAM CITY HOSPITAL, (A unit of M/s Conner Institute of Health Care and Research Center Pvt Ltd) Situated at B-1/1, N.E.A Pusa Road, New Delhi-110060, which expression shall mean and include its legal heir, administrator/s representative, successors and assigns through its **Director Administration Shri (Retd. Col.) Suresh Rathi** here after referred as "The hospital/Hospital/First Party".

AND

M/S UJJWAL ENTERPRISES, a Proprietor firm having its Office at 18/611, Joshi Road, Karol Bagh, New Delhi - 110005, which expression shall mean and include it's legal heir, representatives, successors and assigns through its **Proprietor Mr. Sanjay Gandhi**, hereafter referred as "Service Provider/Contractor/Second Party".

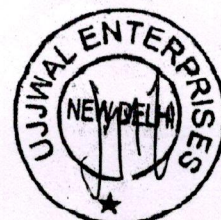
AND WHEREAS the Contractor has approached the hospital to provide Housekeeping services and on the assurance that it possesses the expertise, manpower, skill and facilities to provide high quality Housekeeping Services to the hospital, contract for the same is awarded to Contractor on the terms and conditions mentioned hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The hospital by means of these presents allows the Contractor to perform and execute all Housekeeping services for the entire indoor and outdoor areas of the hospital.
- 2 The Contractor by means of this agreement agrees to execute, fulfill and discharge the obligation and perform the Housekeeping Services, by experienced Housekeeping staff for which the Hospital shall pay to the Contractor @ Minimum Wages as applicable in Delhi. Maximum of 130 Numbers of Housekeeping staff to be deployed for the performance of housekeeping services by the contractor. The rates shall be inclusive of all legal and statutory obligation & liabilities, including that of Provident Fund, ESI, GST, cost of uniforms, compensations applicable but shall not cover payment of authorized leave and Bonus. That the pay of Supervisors shall be as per annexure. Service Charge payable to the contractor will be 8%.
- 3 The number of contractual staff can be varied as per requirement of First Party/Hospital.
- 4 The Contractor shall be solely responsible for the acts of omission and commission by the housekeeping staff employed by it and deployed in the discharge of its obligations under this Agreement. For this purpose the Contractor shall maintain proper records and accounts and submit all statutory returns to the respective authorities in respect of the persons employed by it.



Suresh Rathi



- 5 The contractor shall be responsible for due compliance with all statutory provisions including those relating to Contract Labor Act, Employees Provident Fund and miscellaneous Provisions act, 1952. "Employee State Insurance Act, 1948, Minimum Wages Act, 1948. Workman Compensation Act and all other Acts applicable to it respect of the persons employed by the contractor.
- 6 The Contractor shall pay its employees the monthly wages which shall not be less than minimum rate of wages fixed by the Government and as revised from time to time by the Govt. It shall also give such persons all benefits provided for under any law for the time being in force. The hospital shall be at liberty to satisfy itself regarding compliance of the statutory requirement by the Contractor and for which Hospital can call the proof of payments made to the employees engaged in the Hospital by Contractor on month to month basis or periodically.
- 7 The Contractor shall issue photo identify card to its entire housekeeping staff and any new deployment will also be issued a new identify card within 30 days, of deployment. The contractor will ensure that all its employees carry their respective identify card while on duty.
- 8 That contractor shall not change the employees put into the work/service of the Hospital of the First Party for the first 6 (Six) months unless & until there is specific request from the First Party. However the First Party shall make a request only and after any deficiency in duties noticed by it. This clause is the essence of the contract, on nonperforming of this clause may be treated as breach of contract. In case contractor fails this condition then he would be liable to pay a penalty of Rupees five lac or cancellation of the contract.
- 9 The contractor shall ensure that discipline should be maintained amongst its employees during the continuance of the contract and shall always be remain responsible for the conduct and behavior of its employees.
- 10 That this Agreement is based upon Principal to Principal basis. At no point the rights & responsibilities under the contractual obligation can be sub-divided/sublet. In other words the contractor would not be at liberty to appoint further any sub-contractor under him/it to carry out obligations awarded under the contract.
- 11 That during the continuance of the Agreement, it would be the duty of the contractor to obtain valid license issued by the competent designated statutory authority, under the Contract Labour (Regulation and Abolition) Act and to submit a copy of the same to the First Party.
- 12 The agreement shall commence from 1st April 2022 and shall remain valid for a period of thirty six months i.e. 31 March 2025.
- 13 That both the parties would be at liberty to terminate the agreement by providing one month prior written notice to the other party. That the Letter of termination shall be sent only through the Speed Post at the address first mentioned hereinabove duly



Sunil Rawat



addressed to the signatory of the Agreement. However, in case of breach of any term of this agreement by the Contractor, the hospital shall have the right to terminate it forthwith without any notice.

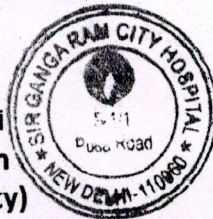
- 14 Upon conclusion of the contract or non renewal or termination of contract, the second party will remove/ withdraw its staff and First party will not be responsible for any consequences arising out of it.
- 15 Any dispute or difference if arise shall be decided amicably between the parties with mutual understanding, however if both the parties failed to resolve such dispute or difference with mutual understanding, the same would be referred to the Arbitration, as per provisions of Arbitration and Conciliation Act 1966 and cost of Arbitration shall be payable equally.
- 16 That all matter or legal issues shall be subject to the jurisdiction of Delhi courts alone.

IN WITNESS, WHEREAS BOTH THE PARTIES HAVE SET THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED HEREINABOVE.

For Sir Ganga Ram City Hospitalfor
(Unit of Conner Institute of Healthcare &
Research Center Private Limited)

Suresh Rathi

Col. (Retd) Suresh Rathi
Director-Administration
(The Hospital/First party)



Ujjwal Enterprises



Sanjay Gandhi
Proprietor
(Service rovider/Contractor)

WITNESSES:

1 *Hemant Sharma*
A-36 Kunwar Singh Nagar,
Nangloi, Delhi - 110041

2 Gopal Kumar
T-565 Baljeet Nagar
Delhi - 110008

Gopal Kumar