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Account Reference : IMPACC (IV)/ dl705403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70540394382020338332S
Purchased by : TIRATH RAM SHAH CHAIRTABLE HOSPITAL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : TIRATH RAM SHAH CHAIRTABLE HOSPITAL
Second Party : RAJ ENTERPRISES
Stamp Duty Paid By : TIRATH RAM SHAH CHAIRTABLE HOSPITAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



AGREEMENT BETWEEN TIRATH RAM SHAH CHARITABLE HOSPITAL AND M/S RAJ ENTERPRISES

This agreement is made between Tirath Ram Shah Charitable Hospital, 2, R.B.L. Isher Das Sawhney Marg, Rajpur Road, Delhi – 54 hereafter referred to as TRSCH of the first part, (which expression shall include its successors and assigns) and M/s Raj Enterprises, having its registered office at 1933/19, Govindpuri Extension, Ist Floor, Kalkaji, New Delhi – 110 019, hereafter referred to as CONTRACTOR of the other part (which expression shall include its successors and assigns).

For RAJ ENTERPRISES (Regd.)

L. Sobh
Partner

J. P. S.
TIRATH RAM SHAH CHAIRTABLE HOSPITAL
DELHI

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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3. In case of any discrepancy please inform the Competent Authority.

Whereas, the party of the first part has decided to award Housekeeping Contract of the hospital to the party of the second part.

This agreement witnesseth as follows:

I **Scope of Work**

- a) **Hospital Areas covered under this contract** – ICU, HDU, Female ward, Lab, Causality, CT Scan, 1st duty room, 2nd duty room (First Floor), Nursery, Labour room, MSPR (Night) entire first floor, Reception, Stairs, and attached toilets, Nursing stations and corridors of these areas, Pharmacy, Lift and Laundry (Morning Shift), GFSPR etc. The areas covered may be changed / added as per the need of the hospital.

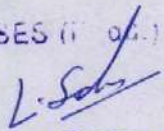
To maintain high standard of cleanliness through manual / mechanical operation in rooms, bathrooms, lavatories, verandas, stairs, roofs, corridors and other adjacent areas, allotted to the contractor in specific terms.

- b) Any other assignment connected with the cleanliness and upkeep of the area.
c) Any other duties and functions assigned and methodology decided by the party of the first part.

II **It is now hereby agreed by and between the parties as follows:**

- 1) The contractor shall always ensure high class, efficient, hygienic and scientific services in respect of area under his charge, to the entire satisfaction of the party of the first part and also ensure that the area allotted to him is always neat and clean.
- 2) The contractor shall deploy personnel in above areas in various shifts alongwith relievers.
- 3) All such personnel deployed by the contractor shall necessarily wear a proper and presentable uniform duly approved by the Management. Such uniform shall be provided by the contractor at his own cost.
- 4) The contractor shall be responsible for all the linen and material or stores supplied to him by the party of the first part and would utilize it in a manner so as to provide maximum utility to the party of the first part.
- 5) The contractor shall maintain proper record of such stores subject to necessary inspection by the Hospital administration.
- 6) The contractor shall be responsible to implement statutory provisions of relevant Laws/Acts and provide to the hospital management documentary evidence related to ESI, Provident Fund etc no(s) of all such personnel employed by him within 15 days of signing this contract, and to be employed in future for work in the hospital.

For RAJ ENTERPRISES (PVT.)


Partner




- 7) The contractor shall make up for any loss/damage to any property of the hospital done by his workmen.
- 8) The contractor shall make sure that all personnel wear a proper identification badge issued by the contractor.
- 9) The workman suffering from any illness / communicable / infectious disease shall not be put on duty.
- 10) The contractor shall ensure that all the workman under him shall be medically examined each annually at his expense.

III It is specifically agreed to by and between the parties that:

- a) The persons engaged / arranged by the contractor for the purpose of this agreement shall be exclusively the workmen of the contractor and shall not in any event deemed to be in the employment of TRSCH.
- b) The contractor shall also be liable to supervise / control and manage all persons engaged / arranged as aforesaid by himself or through his supervisors.
- c) The contractor shall be solely responsible for the wages and claims in respect of the persons engaged / arranged by him, including any claim for compensation which may be made under the provisions of the workmen's compensation Act, 1923 or any other law for the time being in force.
- d) The contractor shall further be responsible for liability to all or any for the persons so engaged / arranged by him under any legislation or otherwise and also for any misconduct, negligence or other act on the part of all or any of his persons or for any other reasons whatsoever, including any accident which may happen during the execution of the work, for whatsoever cause.
- e) The contractor shall be responsible for the payment of contributions etc. Under any Central or State legislation applicable to the persons engaged / arranged by him, (e.g. contribution under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act, 1952 for both employees and employers and other statutes).
- f) The contractor shall be responsible to ensure compliance with all statutory laws, like ESI, Provident Fund Act, payment of Wages Act Etc. and submit a copy of the deposit challans and salary payment sheets, each month to the hospital. The hospital representatives may be present at the time when the wages are disbursed to contractor's employees.
- g) If any labour laws are applicable to the contractor in respect of his workers, TRSCH will not be liable for the same and it will be the sole responsibility of the contractor to comply with the said statutory requirements as applicable.

For RAJ ENTERPRISES (Regd.)

L. S. S.
Partner

Jan P.S.


- h) If at any time any liability or obligation, financial or otherwise is imposed upon TRSCH under the provisions of regulations or bye/ law made thereunder in respect of any persons engaged / arranged by the contractor, he shall reimburse to TRSCH on demand any amount paid or any financial liability suffered or incurred by TRSCH under or by virtue of such provision and TRSCH will have absolute right and liberty to adjust the amount paid or incurred or suffered by it against any sums and / or fee due to the contractor from TRSCH.
- I) The contractor shall coordinate with the Management for all his work, systems, supervision, bills etc. whatsoever related to this agreement.
- j) Contractor shall ensure that he duly verifies antecedents of his employees.
- k) Nothing herein contained shall be deemed or construed to mean that the persons engaged / arranged by the contractor are so engaged / arranged as agents of TRSCH and / or on behalf of TRSCH and / or for hire and / or supply to TRSCH under any circumstances.
- l) The contractor shall make necessary arrangements in case his staff do not turn up for duty.
- m) The contractor shall be responsible for the general conduct and discipline of his staff.
- n) The contractor shall withdraw from the hospital without demur any of his employees whose work, conduct, is not found satisfactory by the Management.
- o) The contractor shall maintain record of attendance and same shall be produced whenever asked by TRSCH.
- p) Persons engaged by the contractor for fulfillment of his obligation under this agreement shall in no case be entitled to any benefit monetary or otherwise which may be admissible to the employees which may be admissible to the employees of the hospital nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against the first party.
- q) The contractor will ensure and pay to his employees the minimum wages as may be revised from time to time by the appropriate authority.
- r) The contractor shall raise monthly bill towards housekeeping services rendered in respect of areas mentioned above as per minimum wages as in force. The tax will be paid extra as per the govt. rules.
- s) In case any additional manpower is required over and above the areas given to the contractor, the contractor shall be paid minimum wages as prescribed by the Govt. from time to time.

+ Provident fund and ESI contributions, as declared by the concerned authorities.
+ 5% service charges and service tax as per applicable rates from time to time.

FOR RAJ ENTERPRISES (P. O.)

L. Sah
Partner

Juan P. U.
TIRATH RAM SHUKH HOSPITAL
DELHI

The bills shall be paid within 15 days from the date of receipt of every month after certification by the Management.

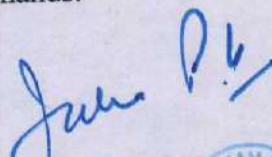
- t) The bills so raised shall be subject to deduction of tax at source as per Income Tax Act.
- u) That the courts at Delhi alone shall have exclusive jurisdiction over all matters relating to or arising out of this contract.

This agreement shall be in force for a period of two year with effect from 1st July 2020 to 30th June 2022 subject to satisfactory services by the second party.

However, if the services of the contractor are found to be substandard or not upto the mark or not as per the satisfaction of the party of the first part, the party of the first part will have full authority to terminate the contract as it deems fit.

This contract can be terminated by giving one month's notice on either side without giving any reasons.

In witness whereof the parties aforesaid have set their hands.


(PARTY OF THE FIRST PART)

WITNESSES:

yunish
1. (YUNISH)
L.I.-2087/10 Ashraf
mudli's son samir kumar - M.D.Po

2.

(PARTY OF THE SECOND PART)

For RAJ ENTERPRISES (P) LTD.


Partner