



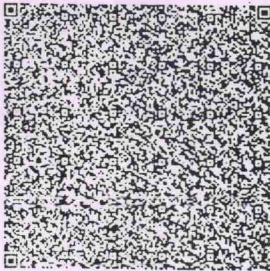
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL65487418028835N  
Certificate Issued Date : 05-Feb-2015 01:29 PM  
Account Reference : IMPACC (IV)/ di781903/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL78190327938063503429N  
Purchased by : BABA HOUSEKEEPING FACILITIES AND SERVICES PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : JEEWAN MALA HOSPITAL PVT LTD  
Second Party : BABA HOUSEKEEPING FACILITIES AND SERVICES PVT LTD  
Stamp Duty Paid By : JEEWAN MALA HOSPITAL PVT LTD  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



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#### AGREEMENT

This Agreement has been executed and signed at New Delhi on 01/1/2015 between M/s Jeewan Mala Hospital Pvt. Ltd., 67/1, New Rohtak Road, New Delhi-110005 through its Manager-HR Mr. Rajesh Sharma, which expression includes their owners, heirs, successors, managers, assign etc. (hereinafter referred to as 1<sup>st</sup> Party) and M/s Baba House Keeping & Facilities Pvt. Ltd. through its Director Mr. Anil Kumar

MR. RAJESH SHARMA  
Manager-HR

For Baba House Keeping & Facilities Pvt. Ltd. 1



Director

#### Statutory Alert:

1. The validity 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.
2. The grant of electronic legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Saxena which expression includes his/her/their successors, heirs, assign etc. (hereinafter called the 2<sup>nd</sup> party)

WHEREAS the second party has introduced themselves as an establishment engaged in the business to provide housekeeping services to the different establishments and has agreed to render and provide the services and other related jobs thereto at Jeewan Mala Hospital Pvt. Ltd., New Rohtak Road, New Delhi-05 (hereinafter referred as the said Premise(s) or at such other place as may be specified in writing in future).

### DESCRIPTION OF HOUSEKEEPING & PATIENT-CARE SERVICES

- To provide and render various patient care services for and in respect of first party requirements of various needs and wants of patients, doctors, nursing care personnel's, technicians for patient care and to render the services to the satisfaction of the said persons.
- The patient care services shall include transporting patients from Ambulance to emergency care or from one department to another or from one bed to another or transporting dead body to mortuary or from mortuary to hearse; pushing wheel chair of the patients; assisting patients in sitting/getting up from wheel chair/bed/walking; assisting patients for using the lifts; bringing, providing and cleaning bed pans for the patients; cleaning patient's urine, stool, phlegm and blood; moving/placing patients beds/furniture property and dusting and cleaning the same; collecting patients diagnostic reports/Doctors prescriptions; bringing medicines, medical consumables, drugs for patients; preparing patients parts (including shaving) for various procedures/operations etc., and to provide all such services to patients and their relatives required by them from the Nursing section and respective Front Office/Floor coordinator, operating lifts for patients, and providing services of the drivers for the ambulances of Jeewan Mala Hospital Pvt. Ltd.
- The objective of "Patient Care Services" is to render all related services to the patients and their relatives to give them a great sense of comfort and satisfaction with highest degree of sincerity, honesty, commitment and dedication in their hour of need.
- The "Patient Care Services" are therefore expected to be of high quality delivery through persons who have helping attitude, a sense of discipline and commitment, and a sense of responsibility to the cause of human beings/healthcare.
- To provide and render Housekeeping Services for and in respect of all the areas as specified down below for Jeewan Mala Hospital Pvt. Ltd. New Rohtak Road, New Delhi, meeting best cleanliness and hygienic standards.
- The "House Keeping Coverage" would further include entire premises without any exclusion (internal and external) and precincts thereof. The premises would further cover all the floors, walls, window panes/glasses, doors, ceilings. Roofs, rooftop, basements, corridor/ passages, staircase, lifts,

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For Baba House Keeping & Facilities Pvt. Ltd. 2<sup>nd</sup>



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Director

balconies, change rooms, approach road(s), parking(s), porch, open space(s), lawns, and boundary walls etc.

For House Keeping purposes, the "Cleaning activity" would cover cleaning and servicing the whole building including the followings:

- OPD areas-Consultant Rooms
- Examination Rooms
- Procedure Rooms
- Duty Rooms
- All Operation Theatres, Casualty Recovery Areas, ICUs, Sterilized Areas, In-patients rooms in accordance with the standard operating procedures and detailed specifications
- Entire Emergency Care Area.
- All Offices, Meeting/conference Rooms/Training Rooms.
- All Public Areas
- All Electrical and Utilities Areas
- All Change Rooms
- All Toilets
- All Passages, Corridors, Staircases.
- Any other area indicated by the management.

The "Cleaning" would mean and include dusting, vacuuming, dry and wet mopping, scrubbing and polishing floors, cobweb removal, cleaning of furniture and fixtures, TV, Besides lockers, washbasins, buckets, mugs, stools, AC grills, dustbins, walls, ceiling, windows, bathrooms, toilets, foot stools, doors, window pans, and balconies etc.

The "House Keeping" shall be deemed to include changing drapes, upholstery shampooing, exchanging lines, news paper distribution, trash and garbage removal, and all other services relating to or connected with providing House Keeping Services in general practice.

The "trash and garbage" removal would include collection and transporting the trash and bio medical waste from Generator Rooms and dirty utilities within the Hospital and transporting the same to area specified for disposal by appropriate methods as specified.

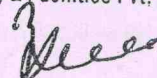
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN BOTH THE PARTIES AS FOLLOWS:**

1. That the second party shall provide the professional Housekeeping/patient-care services for the premises of Jeewan Mala Hospital at 67/1 New Rohtak Road, New Delhi.
2. That the second party undertakes to provide the trained personnel for the aforesaid housekeeping/patient care services at its own cost and expense and the first party shall not make any payment whatsoever by way of emoluments or otherwise to such personnel.



For Baba House Keeping & Facilities Pvt. Ltd.





Director

3. The second party shall be paid a lump sum amount of Rs. 4,00,000/- per month inclusive of all Taxes, subject to deduction of TDS towards 24 hrs. services agreement for the entire patient care services and House keeping services in the specified area and as per the specifications provided by the first party. All the charges are inclusive of Material for cleanliness.
4. Second party shall provide at least **25 workers & 3 supervisors** round the clock service daily including Male / Female (Sweepers, Ward Boys & Supervisors) as per requirement of the hospital. Material/ detergent etc. to be used for the purpose shall be got approved from 1<sup>st</sup> party before use, every time. The 2<sup>nd</sup> party will also maintain record of all fixtures & furniture. The workers will not accept any tip from anybody. The Second party will get verified the antecedents of the employees from the police & furnish the police verification report to 1<sup>st</sup> party for record purposes.
5. Second party shall maintain attendance register, leave register, deduction register, fines register, overtime register, wages register, advance payments & shall submit photocopy of the same to first party. In case of any breach the contract can be terminated
6. Second party shall provide trained staff with proper uniform and ID while on duty if any member of the staff of housekeeping is found without uniform and ID on any day, The First party shall have right to impose suitable penalty and the amount shall be recovered from the monthly bill of the Second party..
7. That second party shall be responsible for the due observation of any statutory condition or requirement under the various labour enactments applicable to the housekeeping/patient care services. The second party will be responsible for the acts of omission and /or commission of the employees and for any loss or damages caused by the employees. The first party shall not be responsible in any manner for any acts of omission and / or commission of the person /employees of the second party and no claim whatsoever in any respect shall lie against the first party. If there is any such claim against the first party, the second party shall pay the same on the first demand of the first party. In the event of failure on the part of the contractor, the first party shall have right to adjust the same from the bills of the second party.
8. That second party shall be responsible for the maintenance of accounts and submissions of return and /or reports required under the law.
9. That the second party or the employees engaged by them shall not be entitled to any benefits, privileges available to the employees of the first party except to the extent of payment of their bills for the services of employees. The first party shall have the privity of contract with the second party only and dictate the terms to the second party and will have nothing to do or concerned with the conditions of employment of employees working under the supervision of second party.

For Baba House Keeping & Facilities Pvt. Ltd.



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Director

10. That the first party shall not be entitled to retain any control, supervision or the manner of the discharge, dismissal, retrenchment or re-employment of the employees. However, if any of the employees provided by the second party is found to be unsuitable or undesirable to the first party, the second party shall arrange for replacement immediately on oral or written notice of the first party.
11. That the second party will remain responsible to the first party for providing efficient services. The second party shall also ensure the strength of employees required by the first party or In case any worker is absent on any day it will be the responsibility of Second party to provide suitable substitute immediately failing which the first party will impose fine/penalty (to be determined by the first party) & the second party shall have to pay the same to the first party forthwith. In case any lapse found in the House Keeping Services/patient care services the 1<sup>st</sup> party shall have right to impose penalty/ fine ranging from Rs. 1000/- onwards which will be adjusted in the ensuing monthly bill of the contractor concerned.
12. That the first party shall have no direct contract with the employees engaged by the second party nor it will exercise any supervision or control over the manner by which anything is to be done by the employees engaged by the second party. The first party will have nothing to do with the conditions of employment of the employees. The first party shall have also no control in the matter of their appointment, discharge, suspension, dismissal, termination, re-employment either nor any such claim shall lie against the first party.
13. That in the event of accident and damages to the property of the employer, the second party shall be responsible for all such claims.
14. That the second party shall also be responsible for the statutory compliance in respect of payment of wages, Provident Fund, ESI, Payment of Bonus Act and any other statutory requirements, stipulated under different Labour Enactments. The second party shall also furnish the permanent PF and ESI code numbers in respect of employees every month along with the list of employees and proof of deposit of contribution along with the bill. The second party shall also ensure that the payment of wages to the employees shall be made after deduction of ESI and PF charges, in the presence of authorized representative of the first party and the second party shall be under obligation to provide the proof to the first party regarding the payment of wages to the employees and the timely deposit of ESI/PF contributions of the employees. In the event of failure on the part of second party, the first party shall not release the amount of bill and shall have right to withhold the payment and/or to adjust the payment towards wages payable to the employees and/or towards ESI and PF contributions.
15. That these presents shall not deemed to create any relationship of employer and employee between the employees of second party and the first party.
16. That it is clearly agreed and understood that this agreement should in no way impair the first party's right to have the services of other company/firm/contractor.

For Baba House Keeping & Facilities Pvt. Ltd.

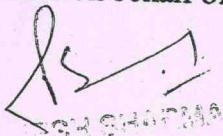


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Director

17. The second party shall on due dates submit a copy of the monthly employee ECR PF returns half yearly ESI returns, Service tax Return to the first party for information and reference.
18. That the second party shall indemnify and keep the first party indemnified against all losses, damages, costs, charges and expenses which the first party may suffer or incur on account of any commissions/omissions of its employees and the second party. The second party shall deposit a sum of **Rs10,000/-** towards interest free Security which shall remain with the first party during the subsistence of this agreement and shall be returned to the second party on the termination of the agreement subject to the fulfillment of all the terms of this agreement.
19. That the second party shall have no right to assign their rights and obligations under this agreement to any other person without the written consent of the first party.
20. The contractor will submit the bill by the 5<sup>th</sup> day of every subsequent month which will be supported by the following documents. Wages sheet based on actual working days as per our records duly signed by each employee along with copy of challan of ESI & PF for the prior month, Attendance sheet. Proof of deposit of service tax, copy of labour staff license issued by Labour department. Cheque will be issued after 15 days from the date of receiving of all complete documents related to bill.
21. The contractor shall disburse wages in the presence of Hospital representative every month.
22. That this agreement shall remain in force for one year which shall commence from 01/01/2015 and may be renewed further by mutual consent on its expiry on 31/12/2015. However, the first party shall have privilege to terminate this agreement without assigning any reasons therefor by giving 24 hours notice in writing to the second party. However the second party will have to give 60 days notice to the 1st party for withdrawing the housekeeping services. The contract can be amended by the First party anytime with prior communication to second party.
23. TDS will be deducted at source from payment as per prevailing rates under Income Tax Act and Certificate for the same will be issued to second party in requisite form in due course. In case of any dispute the matter will be referred to the sole arbitrator to be appointed by the hospital & his decision will be binding on both the parties. The jurisdiction of court shall be Delhi only.

For and on behalf of



For and on behalf of

For Baba House Keeping & Facilities Pvt. Ltd.



Director

Jeewan Mala Hospital  
(Authorized Signatory)

Baba House Keeping Facilities  
(Proprietor)

For Baba House Keeping & Facilities Pvt. Ltd.

WITNESSES:

MR. RUPESH SHARMA



Director

1. Signature *Reenu*

Name *Reenu*

Address *16/964 Bapu Nagar  
Karnal Bagh N. Delhi-5*

2. Signature

Name

Address