

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

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MEMORANDUM OF UNDERSTANDING

This MoU is made at Delhi on the 01st day of January 2010.

BETWEEN

DHARAMSHILA HOSPITAL AND RESEARCH CENTRE having its registered office at Vasundhara Enclave, Delhi-110096 hereinafter referred to as "FIRST PARTY" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PART**.

AND

B.H.K FACILITIES, A Unit of Baba House Keeping & Facilities Pvt. Ltd. having its registered office at F-173, Jagat Puri, Krishna Nagar, Delhi-110051 and registered under the Contract Labour Regulation and Abolition Act (Bearing Registration No. CLA/C/DLC(E)/123) hereinafter referred to as **SECOND PARTY**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **SECOND PART**.

Whereas the First Party is an NGO running a hospital, the Second Party is specialized in providing quality housekeeping services and running housekeeping services on contract basis for providing quality housekeeping services to Hospitals.

Whereas the First Party is desirous of further improving its quality of services to the patients and wants to set up systems to achieve perfection in all areas of medical and other support services being rendered by the First Party. The Second Party has to fulfill the specifications of the First Party laid down as per the ISO Standards (ISO 9001 :2000 and ISO 14001:2004) and NABH Standards, for housekeeping services. The Second Party has approached the First Party to give them the housekeeping services on contract basis and the First Party has agreed to this request.

**DHARAMSHILA HOSPITAL
AND RESEARCH CENTRE**

For Baba House Keeping & Facilities Pvt. Ltd.

Dr. S. Khanna

NOW THIS MOU WITNESSTH THAT

1. CONTRACT PERIOD

This MoU shall be in force for a period w.e.f. 01.01.2010 to 31.03.2011 and may be renewed further on such terms and conditions as may be mutually agreed.

2. EXTENT OF COVERAGE

The Second Party shall provide total quality housekeeping services on contract basis as per the specifications of the First Party including all the other additional requirements / specifications as laid down/being laid down, as per the ISO 9001:2000, ISO 14001:2004 and NABH Standards of the First Party.

**3. OBLIGATIONS OF THE SECOND PARTY
LEGAL AND STATUTORY OBLIGATIONS**

3.1 The Second Party will submit the following documents :

Registration Certificate/photocopy of the application to Labour Department for registration as Contractor.

3.2. The Second Party shall deduct the PF, ESI Contributions and other statutory dues as applicable in respect of the workmen engaged by it and deposit the same with respective authorities within the specified period as laid down under these Acts and the scheme and also submit to the authorities, the Statutory Returns on the specified dates.

Any liability arising out of the statutory enactments including all labour laws P.F., ESI, Minimum wages Act, Payment of Bonus Act etc. shall always remain with the Second Party.

The Second Party will be responsible for due observance of the statutory obligations / conditions / requirements under various laws including all labour laws applicable to them or to the persons engaged by them either independently or by persons of their working in the premises of the specified area.

3.3. The Second Party shall always remain responsible for payment of salaries / wages to the persons engaged by them on or before 7th of each month through account payee cheques or cash payment in the presence of authorized representatives of the First Party.

3.4. The Second Party will be responsible for all the acts of omissions and commissions of the persons engaged by them. No claim in this respect will be entertained by the hospital. If there is any claim against the hospital, which is bound to meet or discharge by reasons of any statutory obligations or dictates of law due to the fact of their working in the hospital, the party of the Second part will be responsible as well as bound for all liabilities / expenses and proceedings

3.5. The Second Party shall not appoint any sub-contractors / petty-contractors to carry out the contractual obligations.

3.6. The relationship between the First Party and Second Party shall be that of "Principle To Principle" and as such Second Party shall alone determine the manner in accordance with relevant law in which all the obligations shall be met to the satisfaction of the First Party.

**KARAMSHILA HOSPITAL
AND RESEARCH CENTRE**

S. Khanna
(Dr. S. Khanna)
Executive Director

For Baba House Keeping & Facilities Pvt. Ltd.

[Signature]
Director

4. MANPOWER

The Second Party will :-

- 4.1. Provide as per day to day requirement well qualified, trained, well dressed and well groomed Supervisors, Utility Workers(Male/Female Safai Karamcharis) for effective supervision and maintenance of excellent standards of Housekeeping Services and cleanliness in the hospital as listed in **Annexure-I**.
 - 4.2. A list of prospective candidates required for Housekeeping Services, will be provided along with the bio-datas to the Housekeeping Manager.. The Housekeeping Manager shall scrutinize the bio-datas and interview the candidates. Candidates who qualifies the interview will be deployed after getting written clearance from HK Manager.
 - 4.3. All selected candidates will be given orientation at least for two days comprising of ISO Standards (ISO 9001:2000, 14001:2004), NABH Standards, Customer satisfaction, Hygiene, Infection Control, Movements of Linen (Soiled / Clean), Bio Medical Waste Disposal, conservation of power and water, cleaning of toilets, materials specimen's, files movement and other related jobs.
 - 4.4. Make it's employees aware about quality standards, environmental requirements and methodology to achieve the desired results as per ISO 9001:2000, ISO 14001:2004 specifications and NABH Standards. Supervisors deputed shall be responsible for imparting requisite training.
 - 4.5. Instruct its employees deployed at the hospital premises of the First Party that they shall not carry any personal belonging inside the hospital. Anything brought along will be kept at entry point ensuring that it doesn't contain any valuable and attractive. They shall be liable for search at the entrance and exit point anytime.
 - 4.6. The Second Party shall be responsible for supervision of the work carried out by its staff / workers, through own supervisors.
Second Party shall submit an updated nominal roll of the staff deployed along with a copy of CVs and a recent photograph to Dept of HR & Admn duly approved by Housekeeping Manager. This requirement is to be complied with as and when necessitated and changes if any is intimated instantly. Candidates at entry level will be an adult and below 30yrs of age.
- #### 5. DRESS CODE AND IDENTITY CARD
- 5.1. The Second Party shall abide by the dress code for its workers as prescribed by the hospital management. The present dress code is given at **Annexure-I**.
- #### 6. MEDICAL FITNESS
- 6.1. The Second Party will ensure that the persons employed are medically fit and are not infected / carriers of any infection, keeping in view the fact that they are working in the hospital. They shall be subject to medical examination at any time during duty hours and if found unfit shall be removed from duty without any notice to their employer/contractor. They will be required to undergo all tests / medical checkups after every six months to fulfill the specifications of the ISO standards (ISO 9001:2000, ISO 14001:2004:2004) and NABH Standards. Getting medical check-ups and submitting reports there of is the responsibility of the Second Party.
- #### 7. The Second Party shall provide daily and weekly cleaning routine in the hospital as given in Annexure - II.

HARAMSHI A HOSPITAL
AND RESEARCH CENTRE

(Dr. S. Khanna)
Executive Director

For Baba House Keeping & Facilities Pvt. Ltd.

Director

8. **EQUIPMENTS, GADGETS, CLEANING APPLIANCES AND MATERIALS**

8.1. Mechanical equipment and cleaning appliances will be the main component and stay of the mechanism for discharge of these obligations. The Second Party will deploy such machinery including cleaning materials as considered necessary by them to provide high class efficient, scientific and hygienic services to the patients and for proper cleanliness of the area entrusted to them. The Second Party shall use all standard materials as approved by the Housekeeping Manager.

8.2. The Second Party shall ensure the measurement, monitoring and calibration of all equipments / machines / tools, etc. and obtain written approval report from Housekeeping Manager on the brands of materials to be used for cleaning the hospital.

9. **SHIFT DUTIES :**

Staff will be deployed on shift duties as per the duty roster made by the Housekeeping Manager. Deployment of employees beyond permissible hours of work is strictly prohibited.

10. **STAFF MOVEMENT :**

The employees of the Second Party will enter and leave the hospital premises only through the back gate of the hospital. They will be always in prescribed uniform with I-Card displayed on them while entering & leaving the hospital.

11. **PAYMENTS OF BILLS**

The Second Party shall submit monthly bills as per mutually agreed rates, as given at **Annexure IV**, by 3rd working day of the following month to Housekeeping Manager giving full details of the Housekeeping Services carried out during the relevant month for which bill has been raised and the materials used. The bills shall be paid after proper scrutiny by the Housekeeping Manager and HOD-Housekeeping within ten days from the date of submission, after proper scrutiny.

12. **RIGHTS OF THE FIRST PARTY**

12.1. The First Party shall intimate the Second Party regarding any modification/amendment in the terms and conditions, specifications relating to manpower, efficiency levels, skills level required for various areas of operation/work, educational standards, uniform/dress code, norms to be observed by the Second Party and their employees deployed in the premises.

12.2. **PENALTIES**

In case the First Party is not satisfied with quality of Housekeeping Services on account of unsatisfactory services or for not providing the adequate/required manpower in different shifts or otherwise, a fine of Rs1000/= per day will be imposed in the form of penalty on account of non-conformity which will be deducted from the bill of the Second Party during the particular month of operation in which penalty has been imposed. Besides this, First Party shall have the right to claim liquidated damages from the Second Party.

The Second Party shall ensure that the staff / workers deployed by them are punctual, polite, duty conscious and diligent. Certain exemplary punishments as a deterrent are given in **Annexure-III**.

**HARAMSHILA HOSPITAL
AND RESEARCH CENTRE**

(Dr. S. Khanna)
Executive Director

For Baba House Keeping & Facilities Pvt. Ltd.

(Signature)
Director

13. **GENERAL**

In the event of any dispute or difference arising out of or in connection with the terms of this MoU the Second Party agrees to refer the dispute or difference to the sole mediator, the Executive Director, of the First Party (DHARAMSHILA HOSPITAL AND RESEARCH CENTRE), and the decision of the arbitrator shall be final and binding on both the parties.

The arrangement herein as well as outcome of housekeeping services shall be reviewed by the party of the First Part quarterly during the contractual period.

The Second Party shall abide by the methodology standards in providing housekeeping services as per the standards laid down by the hospital management. The existing methodology standards are as per Annexure-IV.

15. **TERMINATION**

This MoU can be terminated by giving one month's notice on either side. If the Second Party leaves before the expiry of the contractual period, the First Party shall have the right to claim liquidated damages from the Second Party and the security deposit shall stand forfeited.

- 15.1 The First Party shall have a right to terminate this MoU, without any notice if:
 - (i) The Second Party violates any of the terms and conditions of this MoU.
 - (ii) The services provided to the First Party are unsatisfactory.

16. **NON-EXCLUSIVITY**

The First Party reserves the right to appoint another party for obtaining the quality housekeeping services envisaged herein, in any part of the hospital, in addition to the penalty imposed on the party of second part. The Second Party shall have no objection for the same.

17. **EXTENSION OF SCOPE**

This MoU shall extend not only to the existing terms and conditions but also to future amendments/additions/deletions developed and implemented by the First Party through suitable modifications, which may be carried out by the parties to the terms of this MoU if required by a Supplement Agreement/MoU to give effect to the variance in the existing terms.

18. **JURISDICTION**

The courts in Delhi City shall have the jurisdiction to try any disputes or difference arising between the parties out of this Agreement/MoU.

IN WITNESS WHERE OF the parties hereto have signed this MoU on the 01st day of January 2010 hereinabove written / signed in the presence of :

WITNESS

1. *Aryana Wali*
Aryana

2. *Batra*
DR. V. BATRA.

DHARAMSHILA HOSPITAL AND RESEARCH CENTRE

FIRST PARTY

[Signature]
(Dr. S. Khanna)
Executive Director

SECOND PARTY

For Baba House Keeping & Facilities Pvt. Ltd.

[Signature]
Director

**REQUIREMENTS/ SPECIFICATIONS OF THE FIRST PARTY
AS PER ISO 9001:2000, ISO 14001:2004 AND NABH STANDARDS**

Annexure -1

MANPOWER AND STATUTORY REQUIREMENTS
The Second Party will ensure the following LEGAL AND STATUTORY REQUIREMENTS

1. Fulfill daily Manpower requirement of the hospital for providing housekeeping services in three shifts as approved by the management.
2. Manpower must be adequately qualified and trained for housekeeping services as per following specifications.

Job	Qualification	Experience	Age
Safai Karmachari	Matric / Non Matric (Preferably Matriculate)	2Yrs	25-30
Ward boys/Ayas	Matric	4Yrs	25-30
Supervisors	10+2	10Yrs	30-35

3. To submit bio-data of all the requisite manpower to Housekeeping Manager and get the candidates interviewed and approved in writing before orientation programs is started.
4. To give orientation course of the hospital at least for 2 days with special emphasis to hygiene, infection control, Linen movement, files movement, Bio Medical waste disposal, conservation of power, water and resources, cleaning of toilets and customer satisfaction.
5. To replace the unqualified/inefficient/careless/in-disciplined workers with suitable workers at the earliest.
6. To train the selected manpower about quality standards, environmental requirements and Occupational Health & Safety Procedure methodology.
7. To offer incentives to the best workers.

DRESS CODE

The Second Party shall abide by the dress code for its workers as prescribed by the hospital management from time to time.

IDENTITY CARDS

The Second Party shall issue Photo Identity Card to each person deployed in the premises as approved by the First Party. No employees of the Second Part will be allowed to enter the hospital premises without the said I-Card.

MACHINE/EQUIPMENT/ CLEANING MATERIALS/ BROOMS/MOP

The Second Party shall be responsible for bringing all equipments used for cleaning the hospital and ensure the following:

- All toilet seats, sinks, washbasins are sparkling clean and chrome polish is not ruined.
- All bathroom fittings are in good functional order.

**HARAMSHAH HOSPITAL
AND RESEARCH CENTRE**

(Dr. S. Khenna)
Executive Director

Director

Dr. S. Khenna

4. Following environmental requirements as laid down in the enclosed **Annexure -II**.
5. Switching on / Switching off of electricity, electrical gadgets, LPG Cylinders as per requirement.
6. No dripping taps, littered garbage, wet bathroom floors, smelly toilets, dirty waste/garbage bins, leaking buckets/containers.
7. No plucking of flowers, fruits, leaves.
8. No spillage of acid on floors, taps, other chrome pipes.

MATERIALS

The Second Party will ensure the following:

1. Adequate inventory of approved cleaning tools, materials and get it countersigned by Housekeeping Manager confirming that only approved brands are used.
2. Supervisors of the Second Part are adequately trained for storage and judicious usage of cleaning material. Evaluating the results achieved with the materials being used and to take any corrective action in case of any problem.
3. Analysis and evaluation of materials used is carried out and corrective and preventive action is taken wherever required.

The Second Party will strictly follow daily and weekly cleaning routine in the hospital as given below: **Annexure -II**

1. Daily Routine

The Second Party will ensure on daily basis:-

- 1.1 Sweeping, mopping and dusting of each and every room, corridors, beds, walls, windows, window panes, door mirrors, nuts, frames, panels, tables, chairs, tube lights, night lamps, false ceiling and all - out bottles etc. (4 times daily)
- 1.2 Cleaning and disinfection of toilets, sinks, urinals, washbasins, bathroom fittings, urine bottles, bed pans, sinks, mugs and buckets on daily basis to keep them sparklingly clean 4 times a day and as when necessary. Chrome polished sanitary fittings should not be touched with acid.
- 1.3 Cleaning and clearing of waste paper baskets / dustbins of different colours /sizes, etc as per waste disposal policy. (As per **Annexure -III**)
- 1.4 Cleaning of all telephone instruments in the rooms on daily basis.
- 1.5 Cleaning and meticulous maintenance of corridors, lobbies, staircases, common spaces, drinking water cooler areas, lifts, open terraces and outside spaces twice in a day and as and when necessary. All bathroom fittings should be in good functional order.
- 1.6 Report on any broken/missing items anywhere immediately to the Housekeeping Manager.
- 1.7 Cleaning of footpath running around the hospital boundary and the parking area. Sprinkling of water in the parking lot preferably during late evening or early morning when occupancy of the area is negligible.
- 1.8 Removing of Stains

2. Weekly Routine

The Second Party will ensure the following on weekly basis:-

- 2.1 Scrubbing and washing of all floors, terraces, chajjas and stair cases.
- 2.2 Cleaning/polishing of all types of flooring with machines using authorized chemicals

**HARAMSHILA HOSPITAL
AND RESEARCH CENTRE**

(Dr. S. Khanna)
Executive Director

For Baba House Keeping & Facilities Pvt. Ltd.

[Handwritten Signature]

Director

- All corridors, false ceilings, fire hydrants, railings, water coolers, crash carts, trolleys, wheel chairs and other equipments lying in open spaces are meticulously cleaned.
- Breakage, Misplacement of items, if any, is immediately reported to the management.
- The Quality and brands of all cleaning material (Liquid Soap, Vim, Acids, any other deodrant, Phenyl etc) are approved by the Housekeeping Manager.

METHODOLOGY

The Second Party will be to ensure the following:

1. Issuing detailed Job Profiles in Hindi to all workers.
2. Familiarizing all of it's employees with Daily Sweeping, mopping, dusting, cleaning, disinfections, fumigation and other cleaning procedures as per enclosed work instruction at **Annexure-II**.
3. Daily Disposable of waste as per the environmental requirements enclosed at **Annexure II**.
4. Transportation of Patients, their luggage/other materials, linen, specimens, papers, files etc.
5. To make daily schedules for each worker for each shift with special emphasis on work to be carried out during night duties and Sundays.
6. To ensure that all workers are trained in Standard Operating Procedures including how to handle emergencies as per S.O.P. and Work Instructions for housekeeping, available with Housekeeping Manager.
7. Daily meeting for 30 minutes with Housekeeping Manager to analyse problem if any, and, to find out solution. Also, to review quality and quantity of Manpower requirements.
8. To Monitor untoward incidents if any, e.g. breakage / theft.
9. To monitor general hygiene, cleanliness, biomedical waste disposal, environmental factors and report problem if any, to Housekeeping Manager.
10. To submit monthly attendance registers, handing over taking over registers to Housekeeping Manager and get their approval for finalization of Monthly Bill
11. To submit PF, ESI and other statutory statement by due dates of each month.
12. To apply for renewal of contract one month before the expiry of the current contract.

MEASUREMENT

To measure monitor and Caliber all equipments/Machines/Tools used in housekeeping and get written report of Housekeeping Manager on the brands of material being used for cleaning the hospital.

MILEU

To ensure the following:

1. No consumption of Alcohol/Smoking/Chewing of Tobacco/Pan Masala by housekeeping employees in hospital premises while on duty.
2. Employees report for duty in cleaned prescribed uniform take Daily shave (as applicable), bath, and the Identity Card is displayed on them.
3. No loud Voice/shouting/answering back by any one

as applicable to the floor of standard quality and good quality of detergent, waxing etc.
2.3 Cleaning of equipments / furniture / fixtures and fittings.

PENALTIES

Annexure - III

The First Party shall have right to impose penalty on the employees of the Second Part whenever they are found :-

1. **Late Coming:** A penalty of Rs. 25/- per late coming per employee.
2. **Leaving work station:** A penalty of Rs. 25/- will be imposed whenever any employee unauthorizedly leaves work station.
3. **Wasting time:** A penalty of Rs. 50/- will be imposed for wasting time unnecessarily.
4. **Gossip in corridor:** A penalty of Rs. 50/- will be imposed if found gossiping in the corridor/ any other place other than the allocated work station.
5. **Smoking:** Smoking / Chewing Gutkas / Pan Masalas / Tobacco are strictly prohibited in the hospital premises, any employees found indulging in these activities will be penalize @Rs. 100/- per default.
6. **Non Completion of assigned work:** A penalty of Rs. 100/- will be imposed for non completion of assigned work.
7. **Answering Back:** A penalty of Rs. 50/- will be imposed on answering back by any employee of the Second Party.
8. **Disobedience :** A Penalty of Rs. 50/- will be imposed for act of dis-obedience by any employees of the Second Party.
9. No wages will be paid to the employees performing duties more than authorized hours of work.
10. **Violation of any terms and conditions of Annexure I & II will entail a penalty @Rs. 1000/- per act of violation / breach of terms and conditions.**

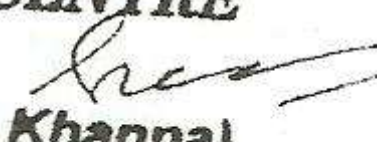
Annexure -IV

Rates Payable


1. Rs. 5355/-p.m for employee working in Housekeeping Services.
2. Rs. 5555/-p.m for employee working in Patient Support Services
3. Supervisor @ Rs. 9000/-p.m
4. Cleaning Materials- Actual cost limited to Rs. 30,000/ pm.

The rates mentioned at SL. No 1,2 & 3 are inclusive of Employer's PF(13.61%) & ESI(4.75%) Contributions and Service Charge(7%).
The Minimum Wages as notified by the Delhi Govt from time to time shall be revised as and when notified. Service Tax and Education Cess as applicable shall be paid as per the rules.

**HARAMSHI A HOSPITAL
AND RESEARCH CENTRE**


(Dr. S. Khanna)
Executive Director

For Baba House Keeping & Facilities Pvt. Ltd.


Director