



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

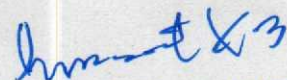
Certificate No.	: IN-DL52253868014048S
Certificate Issued Date	: 29-Jun-2020 01:15 PM
Account Reference	: IMPACC (IV)/ dl986103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL98610313208283794685S
Purchased by	: ST STEPHENS HOSPITAL
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ST STEPHENS HOSPITAL
Second Party	: MACHINT ENTERPRISES
Stamp Duty Paid By	: ST STEPHENS HOSPITAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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#### AGREEMENT

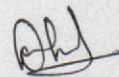
THIS AGREEMENT is made on 01<sup>st</sup> day of JULY..., 2020 between **St. Stephen's Hospital, Tis Hazari, Delhi-110 054 (hereinafter referred to as 'the Hospital')** through its General Superintendent, Mr. Innocent Xess (**hereinafter referred to as 'the party of the First Part'**) and **M/s Machint Enterprises., 105, 1<sup>st</sup> Floor, Garg Plaza, Local Shopping Complex, Bhera Enclave, New Delhi - 87 (hereinafter referred to as 'the party of the Second Part')**

  
General Superintendent  
St. Stephen's Hospital  
Tis Hazari, Delhi-110054

#### Statutory Alert:

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For MACHINT ENTERPRISES

  
(Proprietor)

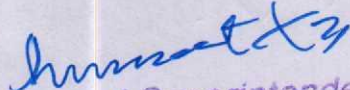
WHEREAS the hospital is required to provide efficient House- Keeping Services to establishment property for indoor and outdoor patients and is desirous of employing the latest techniques and mechanical devices for the purposes.

AND WHEREAS the party of the **Second Part** has approached the party of the **First Part** and offered its services for the purpose on the assurance that it possesses the equipment, expertise, manpower, skill and facilities to provide high quality House- Keeping Services to the hospital.

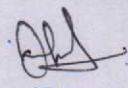
**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The party of the **First Part** by means of these presents allows the party of the second part to perform and execute House- Keeping Services specified in Schedule I to this Agreement. The specified area may be increased or decreased from time to time at the discretion of the party of the **First Part** with one month's prior notice whereupon, the party of the second part shall proportionately increase or decrease, as the case may be, the work-force employed on the basis of the present standard.

The party of the **Second Part** by means of this Agreement agrees to execute, fulfill and discharge the obligations and perform the services hereinafter provided in the manner hereinafter appearing. For the service rendered as per this Agreement the party of the **First Part** shall remunerate the party of the **Second Part** at the rates mutually agreed upon from time to time in writing. The total area assigned for performance of house-keeping jobs to the party of the second part will be on need basis and decided from time to time. The party of the **Second Part** has assured that it will apply work-force for the purpose as mutually agreed. The payment agreed to be made for performance of the tasks assigned to the party of the **Second Part** is Rs.22,41,390/- (Twenty Two Lakhs Forty One Thousand Three Hundred Ninety Only) per month. The party of the **Second Part** shall submit its bill in respect of House- Keeping Services provided during a month immediately after the close of the month. After verification of the correctness of the bill, the party of the first part shall make payment to the party of the **Second Part** by means of an account payee cheque after deducting income tax (TDS) as provided for under the Income Tax Act 1961 or any other Acts as applicable.

  
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The party of the **Second Part** will furnish one month's payment as Security in cash or by Demand Draft or Bank Guarantee for the amount agreed upon for due performance of this licence. In the event of any breach, violation or contravention of any of the terms & conditions herein contained by the party of the second part, the said security deposit shall be forfeited.


The party of the **Second Part** undertakes at all times to deploy the requisite manpower and equipment necessary to provide efficient and quality house keeping service. For this purpose, the party of the second part shall use mechanical devices to the maximum extent possible.

The party of the **Second Part** shall be responsible for the upkeep and safe custody of all furniture and fixtures in the rooms and areas assigned to it. The party of the second part shall be responsible for the safety of the person and property of all the patients and hospital staff and shall pay for all the thefts and loss occurred in the specified area. It shall also be liable to make good any loss of linen or stores or any loss on account of damage to the furniture or fixtures or loss of any property if it occurs on account of any omission or commission on its part or its employees. However, such recoveries, if necessitated will be on the depreciated market value of such items. However, the liability of the second party shall be limited to a maximum of Rs.10,000/- (Rupees Ten Thousand only).


The party of the Second Part shall be bound to perform all predetermined jobs and the jobs assigned from time to time even though the same may not have specifically been included in the Schedule of services. The charges, if any, for these extra services, shall be settled mutually.

The parties hereto shall determine by mutual agreement the number of persons to be engaged by the party of the second part for effective discharge of its obligations under this Agreement.

The party of the **Second Part** shall be solely responsible for the acts of omission and commission by the persons engaged by it in the discharge of its obligations under this Agreement. For this purpose the party of the second part shall maintain proper records and accounts and submit all statutory returns to the respective authorities in respect of the persons employed by it.

  
General Superintendent  
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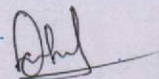
  
(Proprietor)

The party of the **Second Part** shall be responsible for due compliance with all statutory provisions under Contract Labour (Regulation & Abolition) Act 1970 Act including those relating to Employees' Provident Fund and Miscellaneous Provisions Act 1952. Employees' State Insurance Act 1948, Minimum Wages Act, 1948, etc. and all other laws and rules applicable to it in respect of the persons engaged by it either independently or by reasons of their working in the premises of the specified area. The party of the second part shall provide the code number of registration allotted to it by the Regional Provident Fund Commissioner and the Regional Director of Employees' State Insurance for purposes of Provident Fund deductions and ESI benefits. Copies of such certificates and the names of employees engaged from time to time shall be furnished by the party of the second part to the party of the first part promptly. Challans for payment of statutory dues under the various enactments other than income tax and sales tax or any other new tax as applicable shall be produced in original, within three days of payment for the perusal and satisfaction of the party of the first part together with a copy of the same for its record. No claim relating to any person(s) employed/engaged by the party of the second part shall be entertained or lie against the Hospital. If there is any claim against the Hospital which it is bound to meet and discharge by reason of any statutory obligation or dictates of law due to the fact of the concerned employee(s) working in the Hospital premises, the party of the second part shall be responsible to fully reimburse and compensate the party of the first part and on failure to do so be bound to face proceedings on that account.

The party of the second part shall pay its employees/persons engaged by it, the wages which shall not be less than the minimum 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 party of the first part shall be at liberty to satisfy themselves regarding compliance of the statutory requirements by the party of the second part. In case the party of the second part does not pay the minimum wages to any person(s) employed/engaged by it or violates any labour, industrial or other laws applicable to it, it alone shall be responsible for the consequences including for prosecutions if any, and the party of the first part shall have nothing to do with it.

  
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The Party of the Second Part will pay wages to its employees at the rate notified by the Government of India vide No.F Addl.LC/Lab/MW/2016/4859 dated 03.03.2017 and as revised from time to time.

The notification No.F Addl.LC/Lab/MW/2016/4859 dated 03.03.2017 is under challenge in the High Court of Delhi. If the same is struck down or withdrawn or modified the Party of the Second Part shall reimburse to the Party of the First Party the excess amount, if any, received by it.

Within fifteen days of the commencement of this Agreement the party of the second part shall provide on its own, uniforms, name plates, shoes, socks, etc. to its employees/persons engaged by it for performing House-Keeping jobs in the Hospital. It shall be the responsibility of the party of the second part to ensure that while on duty such persons are always smartly attired in their uniforms.

The persons engaged/employed by the party of the second part for fulfilment of its obligations under this Agreement shall at all times be employees of the Second Party and the Hospital shall have no responsibility or liability towards them. They shall in no case be entitled to any benefit, monetary or otherwise which may be permissible to the employees of the Hospital; nor would they be entitled to raise any dispute, demand or claim of any nature whatsoever against the party of the first part.

The party of the second part shall employ/engage supervisor(s) to coordinate, check and effectively monitor and control the quantum and quality of work performed by persons employed/engaged by it. Such supervisor/agent/officer of the party of the second part shall be available at all reasonable times in the Hospital for ensuring that any defects pointed out by or on behalf of the party of the first part are rectified immediately. The party of the second part shall send a daily report to the designate officer of the party of the first part and shall note the comments and remarks of the designated officer for immediate action and compliance.

  
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The Personnel Officer and Head of the House-Keeping Department and the Chief Security Officer of Hospital will be the designated Officers acting on behalf of the party of the First Part. All shortcomings in House-Keeping Services provided by the party of the second part, as may be pointed out by the designated officers, shall be addressed immediately. In case of default, the party of the first part shall be entitled to make appropriate deductions from the monthly lump-sum amount payable to the party of the Second Part.

To ensure effective control and supervision, the party of the second part shall assign each person employed/engaged by it to a particular floor and have the floor number indicated on a badge displayed on the person's uniform.

The party of the **Second Part** shall be responsible for all injury and accident to persons employed by it and for damage to the fittings, fixtures, equipment etc. of the hospital arising due to negligence on the part of the party of the Second Part or its employees.

The party of the **Second Part** shall display a duty roster of its employees deployed at various locations of the hospital on the Notice Board of the concerned Department of the hospital and any employee on leave and the substitute provided shall be shown in the duty roster. Such duty roster shall be subject to random checks by the designated officers of hospital.

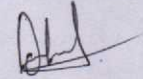
The party of the **Second Part** shall issue photo identity card to all its employees bearing their individual photograph within one month from the date of signing of this Agreement.

The party of the **Second Part** shall maintain discipline amongst its employees and shall be responsible for the conduct and behaviour of its employees.

In the event of any loss being occasioned to the hospital, on account of the negligence of the part of the employees of the party of the **Second Part**, the party of the **Second Part** shall make good the loss so sustained by the hospital either by proper replacement or on payment of reasonable compensation. Any such or other amount recoverable from the party of the Second

  
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(Proprietor)

Part shall be recovered from any of the payment(s) due / payable to the party of the Second Part at the discretion of the party of the First Part.

The party of the **Second Part** shall not appoint any sub-contractor to carry out any obligations under the contract.

The party of the **Second Part**, shall at its own cost, take necessary insurance cover in respect of its employees employed/to be employed or engaged in connection with rendering of the aforesaid services to the party of the First Part.

The party of the **Second Part** must obtain a valid license issued by the competent designated statutory authority, under the contract labour (R&A) Act and the Rules framed thereunder:

The party of the **Second Part** would also be required to fulfil the terms and conditions of Agreement that may be entered into by it with its employees/authorised representatives of its employees.


The party of the **Second Part** shall be liable for any violation of the appropriate provisions as applicable and will pay the penalty and the management of the hospital will not be liable.

The employees as engaged by the party of the **Second Part** will be solely responsible for meticulous compliance of terms and conditions of this agreement and will be working under the control and supervision of the party of the **Second Part**. Be it made clear that by this agreement, no relationship will come into existence between the Hospital and the persons employed/engaged by the party of the **Second Part** for providing services under this agreement.

The quality and punctuality of/in rendering of the said services are the essence of the contract and the **Second Party** undertakes to abide by them at all times.

  
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(Proprietor)

The **Second Party** further agrees to absolve Hospital from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Second Party. It is clearly understood that should hospital be called upon to make any payment to any authority, the Second Party shall reimburse such amounts to Hospital whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on Hospital for any default of the Second Party or its employees committed during the operation of this agreement, the Second Party shall pay such amount on demand without protest.

That the Second Party will give an affidavit and/or undertaking or both to the Hospital every month to the effect that it has paid wages to its employees and also complied with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act and Employees' State Insurance Act and all applicable laws.

That this Agreement alongwith its Schedule is the final document and it supersedes all earlier papers, letters, correspondence, if any, etc.

This agreement shall take effect on the **01.07.2017** and shall be in force for a period of **12 months** in the first instance i.e, **31.06.2018**. It may be renewed by mutual consent of the parties hereto for such period as may be determined. The Agreement can be terminated by either party on giving one month's notice in writing to the other. However, in case of any breach of the Agreement by the party of the second part, the Hospital shall have the right to terminate it forthwith without any notice.

In case of any dispute arising from this agreement, the same shall be referred to Arbitration under and in accordance with and subject to provisions of the Arbitration and conciliation Act, 1996, or any statutory modification or re-enactment thereof. The venue of such arbitration proceedings, which shall be conducted in English language, shall be in Delhi. The sole Arbitrator will be appointed by party of the First Part whose decision in the matter shall be final and binding upon both the parties.

  
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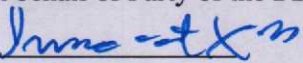
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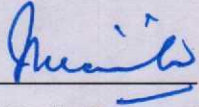
  
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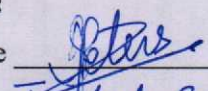


IN WITNESS WHEREOF the parties hereto have set their hands to this Agreement in the presence of witnesses:

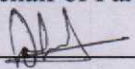

“For and on behalf of Party of the **FIRST PART**”

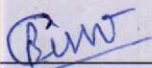
Signature  General Superintendent  
St. Stephen's Hospital  
Tis Hazari, Delhi-110054  
Name - Innocent Xess, General Superintendent

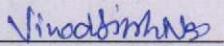
**Witness:**  
Signature   
Name - John Masih, Personnel Officer

**Witness:**  
Signature   
Name Vivek S. Peters  
Asst. Personnel Officer

“For and on behalf of Party of the **SECOND PART**”

Signature  For MACHINT ENTERPRISES  
Name ANSHUL BHOLA  
  
(Proprietor)

**Witness:**  
Signature   
Name Chandan Singh Bhatt

**Witness:**  
Signature   
Name VINOD SINGH NEGI

Date : \_\_\_\_\_