

#### सत्यमेव जयते

#### Certificate No.

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Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

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## **INDIA NON JUDICIAL**

# **Government of National Capital Territory of Delhi**

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: SUBIN-DLDL83580351633931612425M

: St Stephens Hospital

: Article 5 General Agreement

: Not Applicable

: 0

(Zero)

: St Stephens Hospital

: KM Philip

: St Stephens Hospital

100

(One Hundred only)



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## AGREEMENT

This Agreement is made at New Delhi on this .. O.!... day of ... July ... 2014 by and between: St. Stephen's Hospital, Tis Hazari, Delhi-110054 through its Director (hereinafter called the "Hospital" which terms shall include his representatives, successors and assignees) of the ONE PART and Mr. K. M. Philip, Flat No.2, North Wing Flat, Malka Ganj, Delhi-110007 (hereinafter called the "Contractor" which term shall include his representatives, successors and assignees) for the OTHER PART.







The Canteen at the premises (near Gate No.1) shall comprise of one hall, kitchen, washing area and a store which will be used for the benefit of hospital staff, patients, their relatives and other visitors to the hospital.

The term and conditions for running the Canteen on contract basis will be as under:-

#### A. CONTRACT:

- 01. The period of Contract will commence from 1<sup>st</sup> July, 2014 for a period of 12 months. Extension of the Contract for further period shall be considered on the basis of the performance of the above said period of one year.
- 02. The Contractor shall not sub-let any portion of the Canteen premises either in part or in full.
- 03. The Contractor shall not transfer the Contract to an outside or engage a sub-contractor.
- 04. The Canteen shall be kept open as per instructions issued by the hospital from time to time. During the time the Canteen is open, items of sale as approved by the Hospital are to be made available for the sale to the hospital staff, patients, their relatives and other visitors only during the hours for sale as prescribed by the hospital.
- 05. The Contractor shall use the Canteen premises only for that purpose for which it has been provide for.

#### B. DEPOSIT:

- 06. The Contractor shall deposit a sum of Rs.25,000/- (Rupees twenty five thousand only) as a non-interest bearing security deposit with the hospital which shall be refunded after adjusting the outstanding dues, if any, after termination of the said agreement.
- 07. The Contractor shall pay an amount of Rs.1,75,000/- per annum with an increase of 5% after every two years as License Fee payable on monthly basis in advance before the 10<sup>th</sup> of each month. If any payment is made after the due date, a sum of Rs.100/- (Rupees one hundred) per day will be charged as late fee.
- 08. The Contractor will be required to deposit an additional amount of Rs.6,000/- as Security for the installation of gas manifold as well as Rs.4,000/- towards security for the gas cylinder.

### C. PREMISES:

- 09. The hospital shall provide Canteen premises as mentioned above with electric fans, exhaust fans, light fittings, viz, electric bulbs and tube lights etc. to be replaced and maintained by the Contractor and at the time of handing over the Canteen back to the hospital, all these fittings and fixtures shall be handed over in good condition.
- 10. The contractor shall furnish the Canteen and decorate the premises at his own expenses.

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DIRECTOR St. Stephen's Hospital

- 11. It will be the responsibility of the Contractor to get all fittings, fixtures, building, appliances, furniture etc. properly cleaned, overhauled and painted as and when required at his cost and to ensure that everything is in perfect working condition at all times.
- 12. a) The quality of food and general hygiene will be checked by the hospital authorities and the Canteen Committee members as nominated or co-opted from time to time. The Canteen Committee will comprise of:
  - 01. The General Superintendent 02. Personnel Officer
  - 03. HOD Dietary & Asstt. HOD 04. 2 JDC members (with one Doctor)
  - b) In case the general cleanliness/hygiene of the Canteen is found unsatisfactory at any time suitable action shall be taken by the management.
- 13. The Contractor shall pay the electricity and water charges as and when raised by the Accounts Office of the Hospital. The bill will be according to the sub-meter for electricity and suitable rate for water depending on the availability of Municipal Water in the Hospital. In case of failure of water/electricity supply the Contractor shall have to make his own arrangements for water for drinking and washing and also generated current supply for which nothing shall be reimbursed by the Hospital.
- 14. The Contractor shall be permitted to operate a Sale Outlet for the benefit of patients relatives in a space to be identified by the Management. The temporary stall shall be erected at the cost of Contractor and sale will be effective through the out-let. The electricity and water shall be provided for which charges shall be levied as per the meter reading. Waste water disposal shall be arranged by the Management.
  - In the event of any permanent structure/arrangement being made by the Hospital, the Contractor shall make a lumpsum or monthly payment as determined by the Hospital.
- 15. The Contractor shall not make any structural additions and alterations to the premises occupied by him without prior permission in writing of the Director of the Hospital.
- 16. The Contractor shall not exhibit in the canteen premises any printed or written notice or advertisement of any kind, whatsoever, without written approval of the hospital management except concerning his own trade and as otherwise required under the terms of the agreement.
- 17. The Contractor shall not display any posters, photos, idols etc. in the canteen.
- 18. The Contractor shall be responsible for all damages or losses to the hospital property within the canteen premises and shall be liable to make good such loss or damage excepting those caused due to reasonable use and wear and tear and by storm, earthquake or other irresistible force.





#### D. EMPLOYMENT:

- 19. The Contractor shall have to give employment to his employees after verifying the antecedents and subject to submitting the medical fitness certificates from the Hospital doctor. Medical examination fee for the X-ray shall, however, be borne by the Contractor. responsible for maintaining He shall be discipline, behaviour/dealing/appearance of his employees in the Canteen. He shall also have to pay wages to his employees as notified by the Government/Authorities from time to time and shall be personally responsible for maintenance of attendance and other employment records as required under various Labour Laws as applicable or made applicable. The medical needs of the employees of the Canteen shall be sole responsibility of the Contractor.
- 20. The Contractor shall be responsible to enroll the canteen employees and pay the contribution as required by P.F. authorities or any other authority, if covered under P.F.
- 21. The canteen shall be liable for search at entrance or exit. The contractor shall issue identity card bearing photographs of each of the canteen employees duly approved by the hospital for gate entry.
- 22. The Contractor shall be personally responsible for the conduct and behaviour of his staff. Any loss or damage to the Hospital's movable or immovable property shall be made good by the Contractor.
- 23. The Contractor has to make his own arrangements for sweeper and/or cleaning staff and the premises will be made accessible to the Sanitary Inspector any officer authorised by the management for inspection at any time of day or night.
- 24. The Contractor shall keep a record of photo, address and bio-data of each of the staff employed by him and a copy thereof shall be registered with the local police station. The staff members of canteen contractor will not be allowed to remain or live in the premises of the hospital beyond the working hours of the canteen.
- 25. The Contractor shall be liable for the supervision of his staff and pay their salaries and other remuneration as per rules. There will be no privacy of contract or connection between the staff of the Contractor and the management of St. Stephen's Hospital.
- 26. No union meetings or trade-union activities of the employees of the hospital are permissible in the canteen premises.

#### E. SERVICE:

- 27. The rates for items for both staff (subsidized) and visitors as approved by the Hospital shall be exhibited in the Canteen.
- 28. The Contractor is free to cater for any party for the staff as authorised by the management in the Canteen but will not be permitted to extend this facility to visitors/outsiders.





- 29. The contractor may serve eatables & beverages in disposable plates/cups if demanded by staff or visitors, on extra payment.
- 30. Only food items are to be sold in the canteen and no items subject to sales tax is permitted to be sold..
- 31. The Contractor shall keep minimum of one week's stock of all eatables/raw materials like sugar, tea-leaves, besan, oil, potatoes, onions etc. Green vegetables and milk shall, however, be procured fresh every day. The Contractor shall also keep in ready stock condensed or powder milk to meet any emergency.
- 32. The sale of hard/soft liquor, cigarettes, beedi, tobacco etc. shall not be permitted.
- 33. The sale and preparation of items including tea and coffee etc. should not violate the provisions of the Prevention of Food Adulteration Act. Should there be any violation, it will be the sole responsibility of the contractor and he will be subject to the penalty imposed by the authorities concerned.
- 34. The preparation of articles would be in vegetable oils only and sugar will be used in sets. The preparations would be strictly in accordance with the provisions of the Prevention of Food Adulteration Act. In case there will be any violation of Prevention of Food Adulteration Act, the contractor will be liable to furnish declaration/undertaking, if any, to the appropriate authorities and be subject to the decisions of the authorities.
- 35. A locked complaint box shall be kept in the visitors hall and its key will be kept by the Personnel Officer.

#### F. ARBITRATION/TERMINATION/EXPIRY OF CONTRACT:

DIRECTOR St. Stephen's Hospital Tis Hazari, Delhi-110 054

- 36. Any rule, amendments, terms and conditions framed by the management on recommendation of Canteen Committee of the Hospital from time to time shall be binding on the contractor.
- 37. The contractor shall abide by all existing and future rules and regulations regarding canteen running issued from time to time by various agencies like Municipal Corporation or any other authorities.
- 38. Any dispute arising between the parties or any difference of opinion about the interpretation of any clause of this agreement, shall be referred to Director or to any of the Governing Body members nominated by the hospital management who shall be the sole arbitrator and his decision shall be final and binding on both the contractor and the Hospital Management.
- 39. All the powers and rights to be exercised hereunder in this agreement on behalf of the hospital may be exercised by the Director or any of his nominees.

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- 40. The contract can be terminated by giving one month's notice on either side while the management of the hospital reserves the right to pay cash in lieu of notice. In the event of such earlier termination, the License Fee will be returned to the Contractor proportionately for the period when canteen premises are not used by him.
- 41. At the expiry of the license period or otherwise termination of contract, the contractor shall hand over possession of vacant premises, peacefully without any delay, in a neat and clean form as given, failing which a reasonable amount will be recovered from the Security Deposit for cleanliness.

In witness whereof the parties have set their respective hands at the St. Stephen's Hospital, Tis Hazari, Delhi on the day and year first above written.

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SIGNATURE OF THE HOSPITAL	SIGNATURE OF THE CONTRACTOR
Name – Dr. Sudhir C. Joseph	Name – Mr. K. M. Philip
Signature St. Stephen's Hospital Tis Hazari, Delhi-110 054	Signature Signature
WITNESSES: 1	1
2. JOHN MASIH PERSONNEL OFFICER	2.