

M/s Sehgal Neo Hospital, having its registered office at **B-364, Meera Bagh , Outer Ring Road, New Delhi – 110063** hereinafter referred to as "**Client**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the **OTHER PART**.

WHEREAS: The **Service Provider** is engaged primarily in the business of providing Housekeeping Services through its own personnel.

WHEREAS: The **Client** is desirous of availing the said services at Sehgal Neo Hospital.

AND WHEREAS on the aforesaid representation made by the Client to the Service Provider the parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

TENURE:

This agreement will be valid for a period of **Three Years from 1st February, 2022 to 31st January 2025** and would be renewed on same terms and condition for another period of three year.

PART -I

PAYMENT TERMS:

- a) In consideration of the provision of the Services by the **Service Provider** the service provider agrees to pay as per **Annexure-I** per month. Detailed price and the current deployment as given as Annexure-I.
- b) That the **Service Provider** will raise the bills by 2nd of every month and it is the primary obligation of the Client to make the payment within 15 days of submission of the said bills.
- c) The rates given on Annexure I are based on current Minimum Wages as notified their concerned State Govt. and will be subject to Automatic revision on revision of minimum wages notified by the State Government. The Service Provider shall revise the bills at the new rates from the effective date of revision of Minimum Wages. The increase shall be on the pro rata basis.
- d) In addition to the payment referred to above, the Client shall pay for any additional services required by the Client, which are not specified in the Annexure I attached. **Service Provider** and the **Client**, prior to any such additional services being undertaken by **Client**, shall agree the scope of all such additional services and the cost at which the same shall be provided in writing.

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For Shine And Standard Services (P) Ltd.

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Director

- e) Such Additional Services shall be supplied on receipt of a signed instruction, signed by an authorized representative of the **Client** that shall form part of the Contract.
- f) **Service Provider** will raise invoices for any Additional Services monthly in arrears and shall be payable within 15 days of the submission of the additional invoices.

PART II

Obligation of Service Provider

- a) **Service Provider** shall deploy such number of trained and uniformed Housekeeping Staff and Officers as required by **Client** with best endeavors to conduct the agreed Housekeeping Services and assist in protection of the legitimate interests and assets of the premises.
- b) **Service Provider** shall be obliged to increase the number of persons providing services or curtail the number of persons providing services upon a seven days notice by **Client** to that effect.
- c) Second Party shall have the right to recommend with reason, for change of any staff or officer and the same shall be changed by First Party, within 48 Hours of such recommendation.
- d) **Service Provider** will convey the **names of all the staff deployed** at Sehgal Neo Hospital. Any person joining new will be informed to the Manager Administration and he will only be allowed to work after submission of proper documents and police verification.
- e) **Service Provider** shall provide adequate supervision to ensure suitable performance of the housekeeping services at the above said premises in accordance with the scope of services.
- f) **Service Provider** shall provide uniformed and trained personnel carrying an I-Card at all times and with all the accessories required for their performance of their duties.
- g) That the **Service Provider** shall be wholly and exclusively responsible for payment of wages to the persons engaged by it and also for compliance of all statutory obligations on its part in respect of **Factories Act, 1948, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund and Misc. Provisions Act 1952, ESI Act 1948, Workmen's Compensation Act 1923**, Gratuity, Bonus, Leaves and all other related legislation as applicable and the **Client** shall not incur and liability or additional expenditure whatsoever for the persons employed by the **Service Provider** on account of the above mentioned obligation or any other obligation.
- h) **Service Provider** shall ensure that its Personnel do not get involved in activities, which are considered as outside the scope of the arrangements under this Agreement.



For Shine And Standard Services (P) Ltd.

Director

- i) **Service provider** and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Client and shall not knowingly lend to any person or company any of the effects of the client under its control.
- j) That the **Client** shall not be liable to any claim or damage of compensation that might be payable to manpower positioned by the **Service Provider** in the event of any accident resulting in any possible injure or death of any employee of the **Service Provider** while performing legitimate work within the area of responsible delegated. The **Service Provider** shall always keep the **Client** fully indemnified against any such claim or damage.
- k) That the persons deputed by the **Service Provider** shall be of age of eligibility for work under the various provisions of law and they shall not interfere with the duties of the employees of the **Client**. No foreign citizen and illegal migrant shall be deployed.
- l) That if the **Client** suffers any losses of damage on account of negligence, default or left on the part of any of the employees / agents of the **Service Provider**, the **Service Provider** shall be liable to reimburse the **Client** for the same. The **Service Provider** shall keep the **Client** fully indemnified against any such loss or damage.
- m) **Service Provider** will ensure periodic training of all the staff by their own trainer.
- n) **Service Provider** will ensure that their staff will follow the hospital rules and protocols in maintaining an Infection free, hygienic and safe environment.
- o) **Service Provider** staff shall not accept any gratitude or reward in any shape or form.
- p) That if any personnel of the **Service Provider** indulge in theft, negligence or any illegal activities, misconduct, the Service Provider will take appropriate action against its erring personnel and intimate accordingly to the Client.
- q) That the **Service Provider** shall assist in liaisoning with the police / local authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
- r) As per hospital rules, the **Service Provider** agree that their staff can be frisked while coming on or going off duty.
- s) **Service Provider will** submit the following documents for each staff :-
1. Copy of **ID (Aadhar Card / Voter ID Card)**
 2. 2 Photographs
 3. Police verification
 4. Certificate of vaccination against Hepatitis B (3 doses) and Tetanus Toxoide.



For Shine And Standard Services (P) Ltd.

[Signature]
Director

t) At the end of the month the **Service Provider will submit** along with the bill the following:-

1. Bank transfer certificate of salary of the individual, with name / employee code.
2. Proof of submission of PF of the individual (not a collective report)
3. Proof of deposit of ESI amount.
4. Take home salary of each employee.

PART III

Obligation by Client

- a) To pay for the services stipulated in the agreement at the agreed price at time as per **Annexure-I.**
- b) The Services to be provided by Service Provider under this Agreement are for the exclusive use of the Client at the Premises and cannot be subcontracted to or used by third party or transferred to another premises without prior written consent of Service Provider.
- c) Any statutory increases / revisions of any taxes and other statutory levies etc. as announced / imposed by the government authorities from time to time during the tenure of this Agreement will be payable in full by the **Client** from the date of imposition / revision of such taxes and levies.
- d) That in case of any theft / pilferage or any other incidents the **Client** will inform the **Service Provider** forthwith and based on joint enquiry the Client shall lodge the complaint to the concerned police station. Action /recovery will be taken on the bases of joint inquiry.
- e) The Service Provider shall assist the Client in filling FIR and subsequent rising of the claim to the insurance Company of Service Provider under Public liability Insurance. The decision of the insurance Company shall be final and binding on both the parties.

In the event of any loss occasioned to the client on account of error or omission on the part of Service Provider. A Joint Enquiry shall be held to enquire into the circumstances and apperition blame if any. It is proved beyond reasonable loss that the loss is occasional due to the fault of the Service Provider liability of the Service Provider shall be limited to one month's Services charges only.



For Shine And Standard Services (P) Ltd.


Director

PART IV

LIMIT OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement and under any circumstance, for any reason whatsoever, **Service Provider** shall not be liable for any incidental, ancillary, direct, indirect, special or consequential damages, including, but not limited to lost profits or injury or death, whether in tort or contract or based on any theory of liability. **Client** specifically agrees that the Service Provider's liability is limited to payment of the Service Charge of one month under this Agreement.

PART V

FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control including acts of God, civil commutation, strikes, acts of terrorism, labour disputes and governmental or public authorities' demands or requirements.

PART VI

TERMINATION OF AGREEMENT

In between the period of Agreement, if either party wants to discontinue the services, it shall give one month's prior notice before discontinuation or in lieu thereof pay one month billing Fee.

PART VII

DISPUTE RESOLUTION

This agreement shall be deemed to have been made / executed at **Delhi** for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement the same shall at first instance, be amicably settled between the parties. If the dispute is not settled it shall be referred to the courts situated in Delhi jurisdiction alone. This agreement shall be the laws of India and the courts of **Delhi** shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.



For Shine And Standard Services (P) Ltd.

Director

IN WITNESS WHEREOF the parties have put their hands on the 1st day of February 2022 written hereinabove.

For M/s Shine & Standard Services Pvt. Ltd..

For Shine And Standard Services (P) Ltd



Director

(Authorized Signatory)

M/s Sehgal Neo Hospital



(Authorized Signatory)



SEHGAL HOSPITAL

AS PER THE MINIMUM WAGES OF DELHI GOVT

	OLD RATE	NEW RATE	New Rate	NEW RATE	OLD RATE	NEW RATE
w.e.f 01-10-2021	HK/GDA	HK/GDA	HK/GDA	SUPERVISOR I	SRSUPERVISOR II	SR.SUP/SMT
	UNSKILLED (8 hrs)	UNSKILLED (8 hrs)	UNSKILLED (8 hrs)	SKILLED (8hrs)	SKILLED (8hrs)	SKILLED (8hrs)
BASIC	15908	16064	17537	17693	19291	19473
HRA					0	0
SPECIAL ALLOWNCE						
TOTAL SALARY	15908	16064	17537	17693	19291	19473
P.F 13%	2068	2088	2280	2300	2508	2531
ESI 3.25%	518	523	570	576	627	633
LWF	1	1	1	1	1	1
TOTAL	18495	18676	20388	20570	22427	22638
ADMIN CHARGE 5%	925	934	1020	1029	1122	1132
TOTAL	19420	19610	21408	21599	23549	23770
	746.92	754.23	823.38	830.73	905.73	914.23

NOTE : EXTRA G.S.T @18% WILL BE APPLICABLE ON TOTAL BILLING AMOUNT AS PER THE GOVT NOTIFICATION
TWENTY SIX DAYS WORKING IN A MONTH

P.F 12%	1909	1928	2104	2123	2315	2337
ESI 0.75%	120	121	132	133	145	147
LWF	1	1	1	1	1	1
TAKE HOME	13878	14014	15300	15436	16830	16988



For Shine And Standard Services (P) Ltd.

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Director