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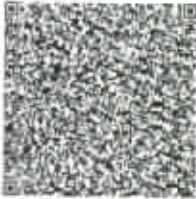
Government of National Capital Territory of Delhi

₹100

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Certificate No.	: IN-DL22027252676618X
Certificate Issued Date	: 21-Jan-2025 12:10 PM
Account Reference	: IMPACC (IV)/ dl826903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82690388759323752056X
Purchased by	: SANT PARMANAND BLIND RELIEF MISSION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SANT PARMANAND BLIND RELIEF MISSION
Second Party	: Not Applicable
Stamp Duty Paid By	: SANT PARMANAND BLIND RELIEF MISSION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

This agreement is made on day of February 2025, at Delhi between Sant Parmanand Hospital, Plot No. 1, 2 & 3 Park Area, Yamuna Bazar, Ring Road, Kashmiri Gate, Delhi-110006 (A unit of Sant Parmanand Blind Relief Mission having its registered Office at 18, Sham Nath Marg, Civil Lines, Delhi-110054) through Sh. Yatendra Chaudhary, Director – Human Resources (hereinafter referred to as the FIRST PARTY) and M/s. Shardha Saburi a proprietorship concern through its proprietor Mr. Rahul Goswami, R/o CB-190, First Floor, Ring Road, Naraina, Delhi-110092 (hereinafter referred to as the SECOND PARTY/CONTRACTOR) which expression shall unless repugnant to the context includes its successors and assignees, representatives, agents etc.

AND

whereas the contractor has applied to the First Party to be engaged as Contractor to run the "PATIENTS KITCHEN" in the premises of the Hospital at Plot No. 1, 2 & 3 Park Area, Yamuna Bazar, Ring Road, Delhi-110006 and whereas the Contractor has been awarded contract of "PATIENTS KITCHEN" on the premises of the hospital on license basis.

NOW THEREFORE, the terms and conditions for running the "PATIENTS KITCHEN" on license basis will be as under: -

1. That the contractor shall pay a sum of Rs. 20,000/- (Rupees twenty thousand only) per month as license fee to the First Party for which a valid receipt would be issued. This fee is for license only and would not include any other services. All other services including but not limited to water, electricity, gas, consumables etc. will be charged separately as per consumption.
2. The hospital shall provide rent free premises for running of "KITCHEN" and fitted with water, electricity/power consumption, tube light fittings with bulbs, tubs, fans, exhaust, fan etc. The bulbs, tube lights shall have to be replaced and maintained by the Contractor at his own cost during the license period and at the time of handing over the "KITCHEN" to the Hospital/the second party will ensure that all these electric fixture are to be given in good working conditions. The Contractor shall not ask for any additional accommodation during the period of the agreement.
3. Be it clearly understood and is agreed between the parties that the hospital will provide the premises to the Contractor as a license and no tenancy is being accorded under the agreement. The contractor will vacate the premises immediately when the agreement of KITCHEN is terminated by either the First or the Second Party or is not reviewed on completion of contract period.

Shardha Saburi
For Shardha Saburi Proprietorship



4. It is the responsibility of the Contractor to get all fittings, fixture, furniture and other appliances etc. Properly cleaned overhauled and painted as and when required at their own cost and ensure that everything is in perfect working condition at all times. The paint and colour scheme would be as per the directions of the hospital.
5. That any damage caused by the staff of the contractor to water, electricity, power, fans, light fittings or to other fixture or to the premises or the hospital building etc. will be compensated and repaired at its cost by the Contractor.
6. Proprietor of the Contractor will be personally available to supervise the KITCHEN SERVICES atleast twice in a week. The Contractor shall appoint supervisors who shall be available 24X7 days of the week.
7. The contractor shall use cooking gas for cooking of eatables and preparation of tea/coffee, snacks etc. Food will not be allowed to be cooked on electricity. Preparation of items of food would be using quality ingredients and good quality vegetable oil or as per the instructions of the Management of the hospital.
8. The Contractor shall use crockery and cutlery of good standard and as approved by the management of the hospital. The cutlery and crockery to be used in the "KITCHEN" for the indoor patients shall be sterilized by boiling at least for 10 minutes and shall be used only after the utensils, crockery, cutlery has been cleaned and sterilized properly. Every care will be taken to maintain a healthy and hygienic atmosphere in the "KITCHEN". All persons in the Kitchen shall have to wear Caps, face mask and gloves. The cooking utensils and other kitchen utensils shall be of good quality subject to approval of the hospital Management and shall be cleaned and sterilized regularly. There shall be minimum use of plastic. It shall be ensured by the Contractor that the Kitchen is pest and insect free. The food shall be kept covered at all times and any food left uncovered for a reasonable time shall be discarded. All ingredients shall be maintained at their required temperature and humidity in order to maintain their standard and quality.
9. The Contractor shall be fully responsible for maintaining healthy and hygienic dishes in the kitchen. The contractor shall indemnify the Hospital in case of any claim or litigation on account of spoilt food or any other defect with the food provided by the contractor or otherwise the services of the Contractor in any manner in the present contract.
10. The contractor shall not appoint any sub-contractor to carry out the contractual obligations in the present contract.

For Sanadha Hospital Pvt. Ltd.

Director



11. The contractor is required to provide Infrastructures for providing KITCHEN services in the hospital including the implements required to serve hot food at the Patients bed side which shall include but not be limited to all kinds of utensils, serving trays, trolleys, tables, cutlery, disposable, tissue papers, bags etc.
12. The ingredients of food and other eatables would be strictly in accordance with the provisions of the food and adulteration Act.
13. The contractor further agrees to inspect all dishes before service and to post and deploy suitable staff for service. The contractor shall follow and comply with all requirements of law in providing kitchen services. The contractor agrees and binds themselves to give an undertaking / declaration to the proper authority of Prevention of Food and Adulteration Act, about the proper, fair and due compliance / adherence of the provisions of the law. In any case any officials or the management of the hospital will not be liable for any violation on the part of the contractor and / or his employees.
14. The Management of the hospital reserves the right to appoint any Officer / Dietician to inspect the quality of the item's food prepared in the "KITCHEN" and contractor shall have to carry out the instructions given by such Officer / Dieticians or any authorized person of the Management of the hospital. The Officer/Dietician can reject either raw materials or cooked items at any time and the contractor would still be responsible for providing meals in time, as ordered. The wherewithal will be the contractor's responsibility. Non-compliance of the instructions shall be treated as breach of this contract for which penalty as deemed fit and suitable by the Management may be imposed or / and even this contract may also be terminated before its maturity.
15. That the Contractor shall employ sufficient number of people for efficiently carrying out Kitchen Services at the hospital. it is clearly understood that the persons employed by the SECOND PARTY shall not be deemed to be the employees of the FIRST PARTY and shall have no relationship of an Employer and an Employee or Master/Servant with the FIRST PARTY. The contractor will display names of its employees on a Notice Board to be hanged in conspicuous place in the kitchen indicating the nature of the job to be performed by each of the employee. That the Contractor shall be wholly and exclusively responsible for payment of wages to the persons engaged by it and compliance of all statutory obligations on their part in respect of PAYMENT OF WAGES ACT, 1936, MINIMUM WAGES ACT, 1948, EMPLOYEES PROVIDENT FUND AND MISC. PROVISIONS ACT, 1952.



A handwritten signature in blue ink, likely of the contractor or an authorized representative, located at the bottom right of the document.

EMPLOYEES STATE INSURANCE ACT, 1948, WORKMEN'S COMPENSATION ACT, 1923, Gratuity, Bonus, Leave and all other related legislations as applicable and First Party shall not incur any liability for additional expenditure whatsoever for the persons employed by the Second Party on account of the above-mentioned obligations or any other obligation. It will be responsibility of the contractor to ensure regular deposit of contributions for his employees required under P.F and E.S.I acts. The Second Party alone shall be responsible and answerable to all Legal proceedings, if any, in relation to all service conditions including termination or payments to the persons engaged by it in all circumstances. The Second Party shall indemnify and keep indemnified the First Party for all cost, expenses and damages incurred due to non-compliance of statutory obligations by the Second Party and/or due to legal proceedings.

16. That the persons deputed by the SECOND PARTY shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the FIRST PARTY.
17. All staff employed by the contractor for hospital kitchen will have to get their medical examination done from the Doctor by 7th of every alternate month a chart with this will be displayed in the kitchen. The contractor shall be fully responsible for maintaining discipline and decorum, peace, good behaviour, dealings, appearance and presentable manner of his employees / workers in the "KITCHEN". For any dispute between the contractor and their staff the contractor will be solely liable. The hospital will have no responsibility whatsoever. The staff of the Contractor shall follow Hospital Protocols and Guidelines.
18. That the SECOND PARTY will be wholly and exclusively responsible for payment of wages to the persons engaged by it and compliance of all statutory obligations on its part in respect of 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 FIRST PARTY shall not incur any liability for additional expenditure whatsoever for the persons employed by the SECOND PARTY on account of the above mentioned obligations or any other obligation.
19. The contractor shall supply uniform to the service boys including shoes with the prior approval and as suggested by the Management of the Hospital at his own cost.



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20. The contractor shall issue identity cards bearing photographs to the "KITCHEN" Staff/workers duly signed by the Contractor and such staff/workers shall be bound to display the same on left side of their chest while working in the premises of the hospital.
21. That "KITCHEN" shall be kept open as per instructions issued by the Management of the hospital from time to time.
22. The contractor hereby agrees that the "KITCHEN" shall serve items i.e. Morning Tea, breakfast, fresh juice, soup, lunch evening tea, fruit, feeding milk, dinner, etc., as per the menu suggested and instructed by the Dietician; or any Authorized person of the hospital and shall be paid as per approved rates by the Hospital. In case the patient is admitted for a period of less than two hours the diet charges are only applicable where charges at casual meal rates have been made. For all the patients who are admitted for a period of more than two hours and less than four hours the diet charges would be @ 50% of the category in which they are admitted.
23. The calculation of daily charges will be on the basis of admission date & discharge date of the patient, except the condition of minimum period mentioned in clause 22.
24. The Contractor shall use the "KITCHEN" premises only for the purpose of PATIENT KITCHEN and not for any other business / commercial purpose.
25. That in the event of any breach of terms of contract or non-compliance or violation of any of provision of any law as applicable on made applicable for running the "KITCHEN" the Management of Hospital can terminate this contract and the Contractor shall wind-up the KITCHEN and handover the vacant premises within 24 hours to the Management in good working conditions. Otherwise also the agreement can be terminated by the first party by giving one month's prior notice in writing without giving any cause and reason thereof.
26. In case of any dispute between the parties, the matter will be referred to the sole Arbitrator whose decision shall be final and binding on the parties.
27. All payments made by the Hospital Management to the contractor will be subject to Income Tax Deduction, as applicable from time to time.
28. The payment of bills in respect of food supplied to the patients by the contractor on monthly days bases i.e. bill for the period from 1st of the month to 31st of the month will be paid by 7th of next month by the first party. The bills raised by the contractor will be in accordance with the rates prescribed in Para 22 above.



For Signature


Director

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29. All mandatory and regularity clearances will be the responsibility of the Contractor.
30. This agreement is for a period of 1 year commencing from the 1st of April 2025 to 31st of March 2026. Either party may terminate the agreement within month prior notice in writing.
31. The contractor shall provide 10 persons or not more than 10 persons to the smooth functioning of the kitchen.

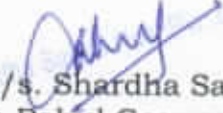
IN WITNESS WHEREOF both the parties append their signatures in token of having accepted the above terms and conditions on the day, month and year as mentioned above.

PARTY OF THE FIRST PART


Sh. Yatendra Chaudhary
Director - Human Resources
Sant Parmanand Hospital,
Delhi



PARTY OF THE SECOND PART


M/s. Shardha Saburi
Through Rahul Goswami
R/o CB-190, First
Floor, Ring Road, Naraina,
Delhi.

