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Purchased by	: SANT PARMANAND BLIND RELIEF MISSION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
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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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Yatendra Chaudhary
Director-Human Resources
Sant Parmanand Hospital,
18, Sham Nath Marg, Delhi-54



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AGREEMENT

This Agreement is made on day of February, 2025, at Delhi between Sant Parmanand Hospital, situated at 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 Sh. Sanjay Gandhi, Proprietor of Ujjwal Enterprises having its office 611, Joshi Road, Karol Bagh, New Delhi-110005 (hereinafter referred to as the SECOND PARTY) which expression shall unless repugnant to the context includes its successors and assignees, representatives, agents etc.

WHEREAS the First Party has a hospital establishment by the name of Sant Parmanand Hospital, at Plot No. 1, 2 & 3 Park Area, Yamuna Bazar, Ring Road, Kashmiri Gate, Delhi-110006 (hereinafter referred to as Hospital), the First Party require facilities compendiously hereinafter referred to as "Housekeeping Services" in the Hospital in a professional, efficient and economical manner and;

WHEREAS the Second Party carries on the business of providing specialized Housekeeping Services and has requisite facilities, manpower, resource and experience and is willing to provide the necessary services to the First Party,

AND WHEREAS it is hereby and between the parties as under: -

1. That the Second Party shall provide maximum housekeeping (as per requirement of the First Party) to the First Party at the Hospital for providing the following services through its own men, material and resource: -

- (a) Maintenance of high standard of cleanliness through manual/mechanical operations in office premises, rooms, laboratories, bathrooms, lavatories, verandahs and other adjacent areas and general upkeep of the entire hospital premises and being fully responsible for the same.
- (b) Ensuring safe custody and upkeep of stock of linen, furniture, fixtures and other store items at the Hospital and being fully responsible for the same.
- (c) Ensuring safe custody and upkeep of the equipment/articles given in their possession for carrying out the house keeping job and being fully responsible for the same.
- (d) Any other work/services/function required to be performed for the housekeeping and maintaining cleanliness at the hospital and the nursing home as required by the First Party.



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2 The Second Party has made itself fully acquainted with the type, nature, scope, volume and load of work in connection with the services to be provided and accepted the same. The detailed requirement of the services to be provided at various area will be decided by the First Party.

3 Party of the second part agrees that the Housekeeping Personnel so deployed in the premises of the party of the first part would work in shifts round the clock throughout the year and ensures availability even on weekly offs. Festivals, holidays etc. and shall manage its resources/personally accordingly.


4 The Party of second part, hereby, assures and undertakes that the Housekeeping Personnel so deployed by him would be polite, disciplined, physically fit and alert, and maintain good personal hygiene. They shall not leave the place of duty under any circumstances until and unless properly relieved, after signing handling/taking over duties. They shall follow all hospital protocols, Guidelines and rules.

5 That Second Party shall strictly observe the instructions issued by the First Party in fulfillment of the agreement from time to time.

6 The Second Party shall be responsible for any damage/theft/loss of equipment, materials and cleaning gadgets provided to them by the First Party for carrying out the services undertaken to be provided by the Second Party.

7 That the Second Party shall be wholly and exclusively responsible for payment of wages to the persons engaged by them 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. EMPLOYEES STATE INSURANCE ACT, 1948 WORKMEN'S COMPENSATION ACT, 1923, Gratuity, Bonus, Leave and all other related legislation as applicable and First Party shall not incur any liability for additional expenditure whatsoever for the person employed by the Second Party on account of the above mentioned obligations or any other obligation. The Second Party alone shall be responsible to all Legal proceeding, if any, in relation to all services 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.

8 The Second Party shall ensure that provisions of the above states act and regulations are complied with in "letter and spirits". The Second Party shall be responsible for any penal actions for violation of any provisions of the above said acts initiated/taken by the respective authority/agencies.


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9 That 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 employees or master/servant with the First Party.

10 That the First Party shall not be liable to any claim for damages or compensation that might become payable to the employees of Second Party in the event of accident resulting in any possible injury or death of an employee of the Second Party while performing his duty within/outside the premises or damage of any other kind and the Second Party undertakes full responsibility of the same. The Second Party shall keep the First Party fully indemnified against any such claim or damage.

11 That the persons deployed by the Second Party shall not be below the age of 18 years and they shall not interfere with the duties of employees of the party. The Second Party shall also ensure that there is no violation of "HUMAN RIGHTS" and CHILD LABOUR ACT.

12 That the Second Party shall ensure that the persons deputed by it are medically fit to the satisfaction of First Party.

13 That if the First Party suffers any loss or damage on account of negligence, default or theft on the part of any of the employees/agents of the Second Party, then the Second Party shall be liable to reimburse the First Party fully indemnified against any such loss or damage.

14 That the Second Party shall observe all rules, regulations, orders and directions issued by the Central or State Govt. or Local Authorities and any agencies concerning the discharge of obligations under this Agreement. Any contravention of such laws, rules, regulations, order and directions will be deemed to be a breach of this agreement and the Second Party shall be liable for all such consequence and in case of any such breach, if the First Party incurs any obligation, then the Second Party shall be responsible to reimburse the First Party any loss monetary or otherwise occasioned on account of any such breach or contravention.

15 That a competent officer of the Second Party shall be personally available at the establishment of the First Party at its office 18, Sham Nath Marg, Civil Lines, Delhi-110054 as and when required to solve or attend to any matter, dispute or complaint, if any, arising out of the services being rendered by Second Party under this Agreement.

16 That the Second Party shall ensure and guarantee the conduct, behavior and honesty of the personnel deputed by him. In case of any misconduct or any other damage or theft of the property of the First Party, then the Second Party shall be responsible for all such losses and damage.


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Director-Human Resources
Sant Parmar Hospital,
18, Sham Nath Marg, Delhi-54



17 It is clearly understood by both the parties that this agreement is a commercial agreement or Principal basis and not one of creating any employment.

18 That the Second Party will not assign, transfer, charge, hypothecate or in any manner make over this agreement to any third party without the consent of the First Party in writing.

19 That the Second Party shall not disclose any information concerning the affairs of the First Party which may have come to its knowledge without the consent of the First Party in writing.

20 The Second Party will deploy the requisite number of persons, with adequate notice of intimation, from the First Party, so as to fulfill the obligation of this agreement to provide the necessary services of Housekeeping to the First Party, to cover all the three shifts viz. Morning, Evening and Night.

21 The Second Party shall give a list of such person to be deployed in the hospital of the First Party with full identification of such persons viz. name, father's/husband name, residential address, age, qualification and credential etc. Any change in the deployment schedule shall be discussed with the First Party and personal details of such persons be provided to the First Party.

22 The Second Party arrange for the IDENTITY CARD/BADGE for the persons deployed in the hospital of First Party and the persons so deployed shall wear the identity card/badge, for proper identification of such person. The Second Party shall also ensure that the persons deployed in the erstwhile of First Party are in proper uniforms both in Summer and Winter months.

23 The Second Party shall ensure that no person deployed in the hospital shall do the "Overtime" beyond the permissible limit under the permissible limit under the law to avoid violation of law as well as fatigue which adversely affect the efficiency of person so deployed.

24 The Second Party shall submit the monthly bill along with all the supporting documents viz. attendance sheet by 3rd day of the month for verification/checking by the First Party. The First Party shall release the payment after verification and checking of the bill subject to deduction of tax at source under the provisions of Income Tax Act, 1961 and the rules made therein and further subject to the Second Party having fulfilled to the satisfaction of the First Party its obligation under this Agreement. The First Party, however, reserves the right to make such deductions out of the bills for expenses incurred by the First Party on behalf of the Second Party for non-performance of their part if the contract.


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Director Human Resources
Sant Parnam Hospital,
15, Shree 15, 110019, Delhi-54



25 The Second Party shall ensure disbursement of salary and wages in respect of the deployed staff so deployed by the Second Party by the 7th of every month. The Second Party hereby undertakes to deposit the amount of the EPF, ESI (both employer and employee share) and GST as is obligatory upon them with the concerned authorities and shall make available photocopies of such bank receipted challans by 22nd of every month to the First Party. First Party is hereby expressly authorized to summon/call for any records of the "Housekeeping Staff" deployed at the hospital premises by the Second Party.

26 a) The Second Party shall submit copy of Form-3A and Form - 12A every month as well as Form -6A every year to the First Party in respect of persons Rules such as P.F, E.S.I and G.S.T etc.

b) The Second Party will ensure that all the persons deployed in the establishment of First Party are having their E.S.I cards with him.

27 That this agreement is valid for a period of 12 months commencing from 01.04.2025 to 31.03.2026. This agreement is renewable on the expiry of the terms specified above. This agreement can be terminated by either party by giving one month notice in advance. If the Second Party fails to give one month notice in writing for termination of the Agreement, then any amount due to Second Party from First Party shall be forfeited by the First Party.

28 This agreement can be terminated by the First Party without giving one notice as stipulated above in case of the First Party feel/observers that the personnel so deployed in the hospital are found lacking in their honesty, sincerity and indulging in immoral activities, rude behavior and attitude etc or does any such act which shall cause danger to staff patients men or property of the First Party or does any act which may bring disrepute to the First Party. The judgement/observation of the First Party shall be final. In case of termination of the agreement in such circumstances, the Second Party hereby agrees to withdraw their man power from the hospital premises of the First Party.

29 That on the expiry of the agreement as mentioned above and on failure to renew the agreement before the date of expiry, the Second Party shall withdraw all its personnel and equipment, if any, belonging to them and clear their accounts by paying them all legal dues. In case of any dispute on account of the termination of employment or non-employment of the personnel of the Second Party, it shall be the responsibility of the Second Party to pay and settle the same. The Second Party shall comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by them.


Yashraj Chaudhary
Director Human Resources
Sant Parmanand Hospital,
18, Sham Nath Marg, Delhi-54




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30 In case of any dispute or difference arising out of or under the covenants of this agreement the matter shall be referred to Arbitrator mutually acceptable to both the parties and decision of the Arbitrator shall be final and binding on both the parties. No dispute can be raised regarding the award passed by the Arbitrator so appointed.

31 Any notice required to be given pursuant to this agreement, shall be given/sent by post to Shri Sanjay Gandhi Proprietor of the Second Party at the address given in this Agreement and in the case of notice to First Party to the Office of Director - Human Resource or any other person duly authorized by the First Party.

FIRST PARTY


(Yatendra Chaudhary)
Director- Human Resources
Sant Parmanand Hospital
Yamuna Bazar, Ring Road,
Kashmiri Gate
Delhi-110006

WITNESS:

1 

18, Sham Nalka marg
Delhi

SECOND PARTY



(Sanjay Gandhi)
Proprietor
M/s Ujjwal Enterprises
611, Joshi Road,
Karol Bagh
New Delhi-110005

2 Ravi Shankar

Riz-722 Palam, N Delhi