

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL44641375641333M
Certificate issued Date	: 13-Dec-2014 11:46 AM
Account Reference	: IMPACC (V/V) d1792203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73220386095075700999M
Purchased by	: KARTIKAY ENTERPRISES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KARTIKAY ENTERPRISES
Second Party	: BHAGWAN MAHAVIR HOSPITAL
Stamp Duty Paid by	: KARTIKAY ENTERPRISES
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)

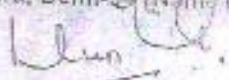


Please write or type below this line.

AGREEMENT

THIS AGREEMENT is made on the 12th day of January (Month) 20 15 (Year) Between the Lt. Governor, NCT of Delhi through Medical Superintendent, Bhagwan Mahavir Hospital, Pitam Pura, Delhi-34 (Designation of HOD and address of the Department) (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND Kartikay Enterprises, 1/370, Asha Ram Marg, G.T. Road, Shahdara, Delhi-32 (Name and address of the contractor) through Sri Anil Kaushik, Prop. authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Hospital Attendant (Ward Boys/ Maids) services to the Bhagwan Mahavir Hospital, Pitam Pura, Delhi-34 (Name of the Department)

For Kartikay Enterprises

 **Anil Kaushik**
Proprietor

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stampcert.com". Any discrepancy in the details on this Certificate will be reported to the website concerned.
2. The price of obtaining the legitimacy is on the users of the certificate.
3. In case of any complaint, please contact the Complaint Authority.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract,
 - b. General/Special conditions of contract and Service Level,
 - c. Notice inviting Tender,
 - d. Financial Bid,
 - e. Scope of Service,
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 1 year unless terminated earlier as per the contract conditions. This is extendable for an additional period upto one year subject to satisfactory performance of the contractor. The contract may be further extended by three months in case of non finalization of next tender or any other unforeseen circumstances, up to a maximum of six months.
4. The Contractor agrees that in course of providing the requisite services, it will deploy seventy Hospital Attendant (Ward Boys/ Maids) and three supervisors (one per shift) as per the bid documents and they will be the employees of the contractor and not of the department for the purpose of this Agreement and all other statutory /regulatory / legal purposes.
5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the Hospital Attendant (Ward Boys/ Maids) services w.e.f 15.12.2014 as per the provisions of this Agreement and the bid document.
6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Minimum Wages as applicable on date with ESI, EPF, Bonus and plus Service Charge i.e Rs.51,750/- (Rupees Fifty One Thousand Seven Hundred Fifty Only (in words) per month. The service tax shall be paid in addition by the department which the Contractor shall deposit with the Service Tax department regularly.
7. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include ESI, EPF (including EDLI), Bonus as admissible.
8. The Contractor shall not pay the wages less than what is legally admissible to be paid to the Hospital Attendant (Ward Boys/ Maids) employed by the contractor. The wages to be paid should not be less than the govt. approved minimum wages and should also include such other statutory payments as ESI, EPF (including EDLI), Bonus, at such rates as

For Kartikay Enterprises



M. Kartikay Enterprises



Proprietor

admissible under the law. Any violation in this regard may result into the forfeiture of the performance security in addition to any other action as deemed appropriate.

IN WITNESS WHEREOF: the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the Contractor

For and on behalf of the Lt. Governor, NCT of Delhi


For Kartikay Enterprises


Prop.

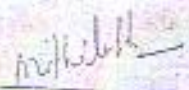


Authorized Signatory
Name: Anil Kaushik
Designation: Proprietor
Seal of Contractor

Authorized Signatory
Name:
Designation:
Seal of Department

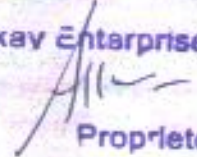
1. Witness 
Name: Dr. Surendra Singh
Address: CMD (NPSB) BWH, Delhi
Telephone No: _____

(From the Department side)

2. Witness 
Name: Mithlesh Tiwari
Address: 127, Street No 4, East Azad Nagar Delhi-53
Telephone No: 8 267236780

(From the Contractor side)

(Note:- The person signing the agreement on behalf of Contractor shall be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

For **Kartikay Enterprises**

Proprietor