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: KARTIKAY ENTERPRISES

: Article 5 General Agreement

: NA

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: KARTIKAY ENTERPRISES

: PT MADAN MOHAN MALVIYA HOSPITAL

: KARTIKAY ENTERPRISES

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(One Hundred only)



FOR KARTIKAY ENTERPRISES

.....Please write or type below this line...

AGREEMENT

Prop.

THIS AGREEMENT is made on the 10 day of Nov (Month) 2-01.7 (Vestr) Rameen the Lt. Gracino, NoT of Delhi through Aredical Superintendent, Fr. Madan

Mohan Malviva Hospital, Malviva Nagar, New Delhi (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 property and representatives, 1/376, Asha Ram Marg, G.T. Road, Shahdara, Delhi-32 (Name and address of the contractor) through Shri 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 sanitation and housekeeping services

he Pt. Madan Mohan Malviya Hospital, Malviya Nagar, New Delhi (Name of the 180

Statutory Alert:

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Proprietor

NOW THIS AGREEMENT WITNESSETH as follows:-

- 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.
- The following documents shall be deemed to form and be read and constructed 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 period of 01 year extendable for another 01 year from the date of signing of the contract unless terminated earlier as per the contract conditions. The contract can be further extended for a period of 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.
- 4. The Contractor agrees that in course of providing the requisite services, it will deploy sanitation and housekeeping workers as required for the work in section 6 clause 10 and supervisors 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 sanitation and housekeeping services w.e.f <u>09.10.2015</u> 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 Rs.4.34,971/- (Rupees Four Lac Thirty Four Thousand Nine Hundred Seventy One 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.

FOR KARTIKAY ENTERPRISES

Prop

Proprietor

Pt. M. M. M. Hospital

8. The Contractor shall not pay the wages less than what is legally admissible to be paid to the sanitation and housekeeping workers 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 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 Kardkay Enterprises

Authorized Signatory

(Name:)

(Designation)

Seal of Contractor

Witness

Ramon Tee Pridey
67-26 Kalka Tee
New Delki 11019

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

Medical Superintendent Authorized Signaton, M. M. Hospital Govt. of NCT of Delhi (Name:)

(Designation:) Seal of Department

FOR KARTIKAY ENTERPRISES