

M/s Narula Caterers having its registered office at Lane No. 2, Sarthi Vihar, Near Rispana Bridge, DEHRADUN 248001 through its Prop. **Mr, Lakshmi Prasad Uniyal**, hereinafter called the 'Second Party', for providing Housekeeping services at Cancer Research Institute on the terms and Conditions contained hereunder.

The term and expression '**First Party**' and '**Second Party**' wherever used or occurring in the deed of agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc. in their respective offices.

NOW, THEREFORE, THIS SERVICE AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS HEREUNDER:-

(TERMS AND CONDITIONS)

1. That the Second Party has agreed to provide 03 Supervisors and 60 Housekeeping staff at Cancer Research Institute (CRI) of the First Party. The deployment at Housekeeping staff can be increased or decreased with prior approval/permission of the First Party is obtained in writing.
2. That this Service Agreement shall be deemed to have come into effect on **01st April, 2025** and will remain valid for a period of one year i.e. till **31st March 2026** which can be extended for further tenure on mutually agreed terms & conditions between both parties. If due to any reason the contract is not renewed before its due date of expiry but housekeeping services are availed by the First Party, the contract shall be deemed to have been renewed on the same terms & conditions. This condition shall however, not be applicable in case when the First Party has not renewed the contract but has extended in writing for a specific period.
3. That the Second Party shall provide a security deposit to the First Party of **Rs. 50,000/- (Rupees Fifty Thousand only)** as a performance security for due fulfillment of this agreement. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the agreement. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
4. That either party may terminate the contract by giving One month's advance notice. However, in case of gross violation by the 'Second Party' of any of the terms & conditions contained in this agreement, or even otherwise, the 'First Party' reserves the right to terminate the agreement forthwith without assigning any reason thereof.
5. That the Second Party agrees to execute, fulfill and discharge the duties & responsibilities and obligations hereinafter provided in the manner hereinafter agreed to the entire satisfaction of the First Party.
6. That the Second Party agrees to perform following functions ("**Scope of Work**"):

6.1. Tasks to be executed minimum twice on daily basis:

- a. Dusting & cleaning of all exposed surfaces such as desks, bookcases, tables & cabinets etc.



(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 2 of 9

IN-UK829075342549922
For Narula Caterers
Lakshmi Prasad Uniyal
Proprietor

- b. Cleaning sweeping & disinfections of the toilets, washbasins, mirrors, ceramics & placing toilet paper, paper towels, anti-bacterial soap, refreshers, and toilet seat paper / covers.
- c. Cleaning & washing of floors & tiles.
- d. Emptying waste baskets & removal of waste to the containers.
- e. Cleaning & sweeping of Staircases, outside periphery including guard rooms, parking area & other open areas.
- f. Cleaning of Meeting Rooms.
- g. Cleaning & dusting of Kitchens & dining area & equipment's.
- h. Cleaning of Green Area, Ground.
- i. Dusting & Cleanings of rooms, furniture, hallways side walls, veranda & roofs.
- j. Disinfect/sanitization of rooms according to the hospitals sanitization policy (except medical equipment's).
- k. Transport trash to waste disposal areas within the campus.
- l. Ensure that housekeeping carts are replenished and maintained properly.
- m. Perform minor repair services.
- n. Deliver baby cribs and hospital rollaway beds.
- o. Turn mattresses and prepare rooms for new patients.
- p. Ensure that all hospital waste is disposed of in a proper way.
- q. Assist patients to discharge vomit, urine and feces and in removing vomit, urine and feces from the public area.
- r. Any other tasks assigned by Hospital authority.

6.2 Tasks to be executed twice a week:

- a. Cleaning of technical appliances (computers, telephones, faxes & printers).
- b. Disinfections of Computer Keyboards & telephone sets.
- c. Dusting of all wood finished doors, glass doors, window frames and window glass.
- d. Dusting & cleaning of Heating & Cooling units.
- e. Vacuuming & cleaning of floors & carpets.
- f. Cleaning of dirty roofs & walls, corner areas.

6.3 Tasks to be executed once in 15 days:

- a. Cleaning/washing of floors & tiles.
- b. Cleaning of all windows, doors with glass/woods (interior & exterior).
- c. Cleaning of curtains with appropriate tool/product.

6.4 Tasks to be executed on request, however additional resources to be provided by SRHU:

- a. Dry cleaning/shampoo of carpets/floors with appropriate equipment & product.
- b. Cleaning of chairs, desks & sofas with appropriate equipment & product.

6.5 Tasks to be executed by the Housekeeping Supervision:

- a. Create schedules for housekeeping staff.
- b. Ensure that the housekeeping staff is performing aforementioned tasks and working in accordance with the hospital's rules.
- c. Make sure that the appearance of the hospital is clean and tidy.
- d. Maintain constant awareness of the cleanliness, maintenance and repair of the hospital.
- e. Hand out housekeeping staff's duties on a daily basis.
- f. Ensure shift management is handled properly and that no shift is unmanned.
- g. Responsible for maintaining the inventory of hospital equipment and cleaning supplies.
- h. Ensure that all safety procedures are being taken into account when mixing chemicals and detergents (Bio degradable, eco-friendly and approved chemicals).
- i. Make sure that all cleaning supplies are appropriately labeled.
- j. Oversee housekeeping staff and ensure that they are properly and safely attired.



(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 3 of 9

IN - 0K82907534254992M
For Narula Caterers
Proprietor

k. Any other tasks assigned by Hospital authority.

Notes:

- a) Cleaning of electrical / machine equipment's will be done in the presence of electrician, maintenance in-charge of SRHU.
 - b) Supervisor appointed by second party will maintain routine checklists which shall be verified by SRHU H.R. Manager & Hospital Administrator.
7. That the Second Party shall abide by the rules, terms & conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time. The Written instruction issued by the First Party, detailing duties of the housekeeping personnel, shall be implemented by the Second Party.
 8. That the Second Party shall appoint a Manager to manage its housekeeping staff at its own cost i.e. the manager's remunerations shall not be charged to the First Party.
 9. That the Second Party shall follow the Minimum Wages Act and the Uttarakhand Govt. Notification for the payment of wages. Payment of wages shall be made as per the Minimum Wages Act & the Uttarakhand Labour Commissioner Gazette Notification/ Uttarakhand Govt. Order (i.e. Basic wages and VDA as notified) and its amendments issued from time to time. The amount payable shall be as follows: -

Post	Amount Payable
Supervisor	@ Rs. 17,564/-
Housekeeper	@ Rs. 15,704/-

NOTE :- The break-up of the above payable amount is detailed hereunder:

Break-up	Supervisor	Housekeeper
Working hrs./days	8/26	8/26
Minimum Wages	Rs.14,023/-	Rs.12,539/-
EPF (13%)	Rs.1,823/-	Rs.1,630/-
ESIC (3.25 %)	Rs.456/-	Rs.407/-
Service Charge (9%)	Rs.1262/-	Rs. 1128/-
TOTAL CTC	Rs.17,564/- + GST	Rs.15,704/- + GST

**GST as applicable.*



(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 4 of 9

For Narula Caterers
[Signature]
Proprietor

IN-UK829075342549922

Note: The First Party shall intimate in writing its required strength of Supervisors and Housekeepers from time to time to the Second Party.

10. That the Second Party represents and warrants that it has registration & all licenses valid from the appropriate Government Authorities & it shall keep that applicable during the entire tenure of this service agreement. Second Party shall submit to SRHU a duly attested copies of contract license, PF number, ESIC registration number & other registration & licenses as may be applicable from time to time.
11. That the Second Party shall ensure deployment of Healthy, able-bodied, trained and experienced housekeeping personnel to the First Party.
12. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence they shall not be entitled to claim any salary, compensation, damages or anything whatsoever from the First Party.
13. That the Second Party shall ensure that the housekeeping personnel posted by them shall not contact the authorities of Swami Rama Himalayan University in any matter, including the matter relating to payment of their dues, wages, leave, relief, Uniforms etc. This all shall be the sole responsibility of the Second Party.
14. That the Second Party shall be responsible for the hygiene, discipline, loyalty and conduct of their housekeeping personnel.
15. That if any housekeeping personnel is found unsuitable/unfit for duty by the First Party, the Second Party shall carry out necessary changeover/replacement of housekeeping personnel under intimation to the First Party. The First Party may refuse to accept housekeeping personnel, who in its opinion are not competent or desirable for the job. The Second Party shall change such personnel within seven days of such intimation.
16. That the housekeeping personnel of the Second Party shall be in the prescribed uniform that shall be provided by the Second Party.
17. That the housekeeping personnel shall not leave the duty/deployment post till the reliever takes over the charge.
18. The housekeeping staff deputed by second party shall not use Mobile phones during their duty time unnecessarily.
19. That the Second Party shall get the antecedents of their housekeeping personnel verified by the local Police Station and submit their report to the First Party before their deployment.
20. That the Second Party shall submit a list of housekeeping personnel, containing their personal details viz. name, address, photograph etc., to be deployed at the hospital, along with 10% as leave reserve, for approval of the First Party.
21. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESIC, day off, gratuity, etc. to the housekeeping personnel as per law. It shall be the responsibility of the Second Party to produce documentary evidences for depositing of all these statutory dues to the concerned authorities and release of payment after each quarter will be made only after verifying the documents submitted by Second Party in this regard.



(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 5 of 9

IN-UK829075342547922
For Narula Caterers
Proprietor

22. That the housekeeping personnel of the Second Party shall be available at the place and time of their duties as per their duty roster and shall not leave their post without the prior permission of their Supervisor.
23. That the Second Party shall solely liable for injury, disablement or death caused to its worker during the course of performing their duties within the premise of First Party, whether such injury, disablement or death is caused due to his own or some other person's negligence, omission or commission. The First Party shall not be responsible for any such injury, disablement or death caused to worker. If any claim or action is made against the First Party by any government authority or any worker, legal heir of worker then the Second Party shall pay such claim, fine or penalty. If any amount is paid by the First Party for injury, disablement or death of any worker of the Second Party then First Party shall be entitled to recover the same from the Second Party.
24. That the Second Party shall not sublet whole or any part of the contract to any other party failing which, it shall be a sufficient ground/reason for the First Party to terminate the agreement forthwith without assigning any further reason thereof.
25. That the housekeeping personnel provided by the Second Party shall get a one day rest, after six days of work every week besides three National Holidays viz. *Independence Day, Gandhi Jayanti and the Republic Day.*
26. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes sanitization of Hospital Departments, wearing mask, maintaining of social distancing etc.
27. That the authorized person of the First Party shall have the power to verify the number of housekeeping personnel provided by the Second Party.
28. That the Second Party shall be responsible to make alternate arrangements in case of housekeeping personnel remains absent or proceeds on leave.
29. That the First Party shall be entitled to impose a financial penalty on the Second Party whenever the daily attendance of the housekeeping staff falls to more than 10% of the authorized strength.
30. That the Second Party shall be solely responsible for ensuring safety and adopting safety measures for its housekeeping staff eg. window cleaners etc.
31. That the Second Party shall display requisite signboards viz. 'Cleaning Under Progress', 'Wet Floors', 'Out of Bound Area' etc. during its housekeeping activities.
32. That the Second Party shall equip its housekeepers the requisite tools and tackles eg. Telescopic cleaning rods etc. The second party shall ensure that the housekeeping staff shall maintain proper hygienic condition in CRI building and surrounding areas.
33. That the Second Party shall provide monthly training to its housekeepers.
34. That the housekeeping staff of the Second Party shall behave in a polite manner with the staff, patients and visitors of the First Party keeping in view the reputation of the First Party.
35. That the First Party shall not give advance payment to the Second Party.
36. That the Income Tax and other taxes, applicable from time to time, shall be deducted at source as per the then existing statutory requirements.
37. That the Second Party shall provide the housekeeping personnel all through 24 hours or as required by the First Party by arranging the housekeeping personnel in rotation or

(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No. IN-UK82907534254992X) Page 6 of 9



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For Narula Caterers
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Proprietor

replacement subject to the provision that each housekeeping staff does 8 hours of daily duty. All housekeeping staff shall discharge duty in shifts (including night shifts) as per the timings of the First Party.

38. That the housekeeping personnel of the Second Party shall work under the overall supervision, direction and control of the Medical Superintendent of the 'Cancer Research Institute' a unit of the Swami Rama Himalayan University, but the overall responsibility of the housekeeping personnel shall be of the Second Party.
39. That the staff appointed by the Second Party for this purpose shall conduct themselves as per orders of the Hospital administration. In case of any misbehavior and misconduct of any person so appointed, the responsibility of any damage or loss shall totally vest upon the Second Party.
40. That the Second Party shall meet the Medical Superintendent, or any authority delegated by Medical Superintendent, to review the housekeeping arrangements and submit a documented report to the First Party on a regular basis. SRHU shall have the right to review the services provided by the second party on regular basis & suggest changes, if any, required to be done for discharging efficient & effective housekeeping services by second party.
41. That the Second party shall ensure that the staff members deployed by them shall not consume any alcoholic drinks, addictive drugs, tobacco etc. in any form.
42. That the Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favour to First Party's employees/Officers or to any Third Party for getting the business from SRHU. The Second Party agrees that it will not perform any act of bribery or corruption while dealing with the SRHU or any of its employees. Further, the Second Party and its staff shall not involve in taking gifts or bribery or in any corruption while performing their duties under this agreement. Any breach of this clause could result in termination of this agreement.
43. That the First Party shall be entitled to and free to impose penalty on the Second Party as decided by the First Party for noncompliance of any of the term & condition of this agreement as follows:
 - a. Rs. 5000/- on use of substandard unauthorized cleaning material.
 - b. Rs. 10000/- on default of stated cleaning norms and practices.
 - c. Rs. 5000/- on default of working less than the specified duty hours
 - d. Rs. 5000/- on not maintaining hygienic conditions at the storage areas/CRI building/ surrounding areas.
 - e. Rs. 5000/- on housekeeping staff attendance falling by 10%, or more, of the approved strength
 - f. Rs. 5000/- on default of the Uniform Code of dressing:
 - c. A jacket with name of vendor and 'HOUSEKEEPER' written at front & back
 - d. A photo identity card, containing requisite details, issued by the vendor
 - e. A shoe
 - g. Rs. 25000/- if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
 - h. Rs. 10000/- in involvement of staff & supervisor in taking gifts, bribery & corruption in any form.
 - i. For any other defaults not covered here, a suitable penalty will be charged as per

(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 7 of 9



For Narula Caterers
[Signature]
Proprietor

IN-UK829075342549922

the discretion of SRHU management.

In case of a repetition, the penalty amount shall be doubled depending upon the gravity of the act or omission or any lapse by the Second Party beyond the third time the First Party shall reserve the right to impose further strict penalty up to the extent of immediate termination of this agreement without providing any notice period or opportunity to the "Second Party".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amounts of the penalties described in this clause of service agreement.

44. Indemnity: That the Second Party indemnifies the SRHU/First Party against all loss, damages, claims, liabilities, expenses, payments or outgoings incurred by SRHU/First Party arising directly or indirectly from :
- Any breach of this agreement by second party or its staff;
 - Any act or omission of second party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this agreement or arising as a consequence of the performance or non - performance of agreement.

Further, the Second Party shall indemnify the First Party for any loss/damage caused to the First Party due to negligence of its housekeeping personnel, posted at the premises, as proved after the joint inquiry. The First Party shall be the sole authority to decide the quantum of loss/damages based on the report of joint inquiry committee and its decisions shall be final in all respects. The amount of loss indemnified shall be recoverable by the First Party under the relevant Act(s) wherever applicable.

45. Force Majeure : Neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots, pandemic.
46. That, in no event shall SRHU/First Party be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the second party on account of performing services under the present agreement, for any cause.
47. That, in the event that any of the provisions of this agreement held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
48. That in case of any dispute and/or difference arising out of or relating to this agreement including interpretation of its terms shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved amicably between the parties within 30 days, then the same shall be referred to the Hon'ble Vice Chancellor, Swami Rama Himalayan University or an officer nominated by him, whose decision shall be final and binding on both the parties.



(Executed on a Rs. 100 Indian Non-Judicial Stamp Paper No.)/Page 8 of 9

IN-UK8290 7534 254992X

For Narula Caterers
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49. All disputes shall fall within the jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY



Commander Challa Venkateswar (Retd.)

Registrar

Swami Rama Himalayan University
Swami Ram Nagar, P.O. Doiwala,
Dehradun

FOR & ON BEHALF OF SECOND PART

For Narula Caterers

Proprietor

Mr. Lakshmi Prasad Uniyal,

S/o Sh. Satyadev Uniyal

AADHAR No. 269564402298

Proprietor M/s Narula Caterers

Lane No. 2, Sarthi Vihar

Near Rispana Bridge, Dehradun (UK)

WITNESS :-

Name. Prateek Dhyani

S/o K.C. Dhyani AADHAR No. Emp. 1-4689

R/o. office of the Registrar
SRHU.

Name. Divakar Ghoshal

S/o G.S.G. Ghoshal AADHAR No. ID-214

R/o. Deptt-9 HR
SRHU

Date : 11th April, 2025

Place : Dehradun

For Narula Caterers
Proprietor