



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL22317663104608X
Certificate Issued Date : 21-Jan-2025 04:11 PM
Account Reference : IMPACC (IV)/ dl1109803/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL110980389311161591748X
Purchased by : SEHGAL NEO HOSPITAL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SEHGAL NEO HOSPITAL
Second Party : GOOD FOOD DIETARY SERVICES
Stamp Duty Paid By : SEHGAL NEO HOSPITAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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₹100

Please write or type below this line

IN-DL22317663104608X

Good Food Dietary Services
42, Panchsheel Park,
New Delhi-110003

20/1/25



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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 (CONTRACT)
FOR
HOSPITAL CATERING SERVICES

M/s. Sehgal Neo Hospital (First Party)
B-362, 363, 364, Meera Bagh, Outer Ring Road,
New Delhi - 110063

&

M/s. Good Food Dietary Services (Second Party)
43, Priyadarshani Apartments, Paschim Vihar
New Delhi - 110063

This agreement executed this 21st day of January, 2025

Between

Mrs. Abha Saxena W/o. Mr. Sanjay Saxena, Sr. General Manager - Operations, Sehgal Neo Hospital, B-362, 363, 364, Meera Bagh, Outer Ring Road, New Delhi - 110063
(hereinafter called the first party)

And

Sh. S. K. Pahuja S/o Sh. I. D. Pahuja, Partner, Good Food Dietary Services, R/o 43, Priyadarshani Apartments, A-4 Paschim Vihar, New Delhi - 110063 (hereinafter called the second party).

Whereas the first party is the sole proprietor of Sehgal Neo Hospital, Meera Bagh, New Delhi and running it for rendering Health Services to the general public.

And where-as the second party has entered into an agreement with the first party to provide meals, snacks, tea coffee, soup, fruit juice etc. to the patients admitted in the Hospital. The members of the hospital staff, relatives / attendants of patients etc. can also avail the facility on demand, against cash payment at rates as specified in Annexure 'A'.

Obligations of Second Party

1. The second party as per its proposal will provide catering services to the first party for in-patients, members of the staff of Sehgal Neo Hospital, patient's attendants and other limited public who may wish to avail its services.

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Good Food Dietary Services
42, Priyadarshani Appt.
A-4, Paschim Vihar
New Delhi-110063



2. The Second Party agrees to run the catering services on terms to provide eatable items and through the kitchen/cafeteria on rates noted against each item and as indicated therein in **Annexure 'A'**. Any changes in rate of any item shall be effected with prior approval of 1st Party.
3. The Second Party shall provide uniformed and trained personnel with photo Identity Cards to ensure identity, further the Second Party shall also ensure that all employees are literate having knowledge of Hindi / English language.
4. The kitchen personnel shall be the employees of the Second Party and all statutory liabilities such as ESI, EPF, relieving charges and service charges etc. shall be the responsibility of the 2nd party and all dues shall be paid in full by them. The photocopy of payment challan in respect of all Govt. dues shall be handed over by the second party to first party regularly. In case at any time the second party decides to terminate the services of an employees because of non-conformity of statutory liabilities or for any reason, it will be bond to settle the issue between themselves and the first party shall be kept out of such disputes.
5. Adequate supervision shall be provided by the second party to ensure performance of the said Dietary Services in accordance with the conditions agreed upon between the two parties, under the direct supervision of a qualified Dietician and ensure to maintain kitchen and cafeteria premises in perfect neat and clean condition.
6. The second party and its staff shall take adequate and reasonable measures to prevent any loss, destruction, waste or mis-use in the area of responsibility assigned to them by the first party and shall not lend to any person, institution or company any effect or assets of the first party under its control or use. The second party will adhere to the "Need-to-Know" principle. Only those who are authorized and have authority to see something should be given access to it.
7. The second party staff shall not accept any gratitude or reward in any shape or form from the patient / relatives.
8. Under the terms of their employment agreement with the second party the staff will not do any professional or other work for reward or remuneration both directly or indirectly.
9. That the second party shall pay the first party Electricity charges at actuals, towards the consumption during the period of contract for the consumption charges over and above Rs. 25,000/-.

10. The Second Party shall raise an invoice for the services each month and the First Party shall pay the same by the 15th day of each month.
11. The second party shall ensure that their staff shall not at anytime or stage divulge or make known to any trust, account, matters or transactions undertaken or handled by the first party and shall not divulge any information relating to the affairs of the client except in the event of public knowledge.
12. It shall be the responsibility of the second party to get himself registered under Contract Labour (Regulation & Abolition) Act and submit the copy of License to the First Party.
13. In the event of absence of any employee the second party shall be obliged to provide immediate replacement.

Obligations of First Party

14. No employee of the second party shall be contracted or employed by the first party within a period of 3 months of having left the services.
15. The first party shall immediately communicate to second party of any known development that may jeopardize the security of the premises or that necessitates the changes in the assignment instructions / directions.
16. Payment by the client for the services provided hereunder shall be the fundamental obligation of the first party under the agreement.
17. The first party shall pay separately for any additional services required by him, which are over and above the ones contained in this contract.

GENERAL TERMS:

18. The Dietary services stipulated in the contract are for the exclusive use of the first party and shall not be subcontracted or used by any third party without the prior consent of the first party.
19. If at any time the first party is not satisfied with the Dietary services of the second party, it reserves the right to withhold one month's dues of the second party till the time complaints are addressed and compliance reported.

20. The kitchen / cafeteria staff employed under this contract shall carry out functions stipulated in the Annexure /assigned by the competent authority. Changes, if any, shall be effected with mutual consent of both the parties.
21. The mutual obligation of the first and second party shall stand suspended when either party is subject to force Majeure, which can be termed as tempest, earthquake, floods or any other act of God.
22. The first party shall have the right, to have any employee of the second party considered undesirable or otherwise removed and similarly the second party reserves the right to change the employee with prior intimation to the first party, emergencies barring. The first party can also ask for additional kitchen staff for immediate re-placement at short notice.

23. **TERM AND TERMINATION:**

The period of contract shall be for three year with effect from February 1, 2025 to January 31, 2028 and will be auto renewed another terms of one year after the completion of contract period/extended by mutual agreement in writing.

Either party shall be at liberty to terminate this agreement by giving to the other three-months' notice in writing before discontinuation of services to the other party.

Notwithstanding anything stated elsewhere in this agreement, first party shall have the right to terminate this agreement at any time if:

- (i) The second party commits breach of any of the provisions of this agreement.
- (ii) The second party files with first party materially false or incorrect reports: or
- (iii) The second party fails to observe mutually agreed services standards or fails to provide in conformity with instructions or procedures as laid down in this agreement.

24. **ASSIGNMENT :** The "first party" shall not transfer or assign or sub contract or sub delegate this agreement, or any right or obligation under it, by operation of law or otherwise, to any other entity without second party written consent.

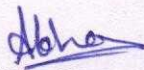
25. **ARBITRATION:** It is agreed and understood by and between the parties that they shall carry out this agreement in the spirit of mutual cooperation and good faith and in case of any dispute or controversies, try to resolve and solve the same amicably amongst themselves. In case of any dispute or differences or claims or demands whatsoever between first party and the second party do not

get resolved amicably, the matter may be referred for arbitration to a committee of 3 joint arbitrators one of whom will be nominated by the first party, another by second party and the third will be nominated jointly by the two arbitrators nominated by both the parties. The arbitration proceeding will be as per the provision of The Indian Arbitration Act.

26. **NOTICES:** Any notice by either party to the other under this agreement shall be deemed to have been duly made, served or given when delivered by hand or dispatched by registered AD post addressed to second party or first party as the case may be at the respective party's address specified above.

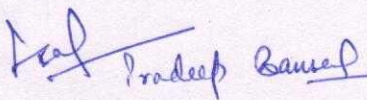
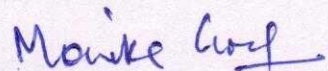
IN WITNESS WHEREOF the parties hereto have duly caused these presents to be executed at the day, month and year above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF
SEHGAL NEO HOSPITAL

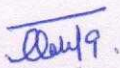

Abha Saxena
Authorised Signatory
(Signature of the Second party)



Witness :



1.  Pradeep Bansal
2.  Mouke Gosh

SIGNED AND DELIVERED FOR AND ON BEHALF OF
GOOD FOOD DIETARY SERVICES


S. K. Pahuja
Authorised Signatory
(Signature of the First party)

Good Food Dietary Services
42, Priyadarshani Appt.
A-4, Paschim Vihar
New Delhi-110063

Witness:

1.  (Shishir Pahuja)
2.  Bhaskar