

WHEREAS the **M/S SGT Medical College Hospital and Research Institute** is a hospital situated at Budhera Gurgaon Haryana -122505 and engaged in the service of Providing Health care Services.

Whereas this work of **House-Keeping & General Duty Assistant Service** can better be executed by and independent contractor and the **SGT Medical College Hospital and Research Institute** is desirous of giving out the work to some reliable person on contract basis.

AND WHEREAS the Contractor is engaged in the business of offering and providing specialized **House-Keeping , General Duty Assistant Service & Kitchen staff** personnel and willing to offer his services of providing specialized and advanced experienced House-Keeping & GDA Service to **SGT Medical College Hospital and Research Institute**.

NOW, This Agreement Witness as Under: -

1. The Contractor agrees to execute, fulfill and discharge the work and obligations hereinafter provided in the manner hereinafter agreed to the entire satisfaction of the management of the **SGT Medical College Hospital and Research Institute**.
2. The Contractor will execute and efficiently handle the work entrusted to him in accordance with the specification as having been correctly executed and efficiently handled until it is approved by the **SGT Medical College Hospital and Research Institute**.
3. Period of Contract **01-04-2022 to 31-03-2023**, (if the services are found to be satisfactory, the term of the contract shall be extended by such further period as may be mutually agreed upon by the parties in writing.)
4. Either parties can terminate this Agreement by giving a 30 days' notice in such an event **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** shall be solely responsible to ensure that all applicable labor lawa/Compliances are adhered to, at the cost and expense of KFMSPL.
5. It is agreed, no capex investment would be made by **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD**, unless the agreement is signed mutually and buy back clause is agreed upon as per the book value.
6. Payment would be made to **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** within 15 days of raising the invoice.
7. Minimum Wage Clause: Revision of Housekeeping Workmen/GDA/ Kitchen Staff shall be applicable perpetually on the basis of minimum wages plus fixed additional special allowances, Similarly the rates of Supervisor and Manager shall be revised as and when minimum wages of the workman are revised on the same percentage.
8. **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** shall be solely responsible for compliance of EPFO, ESIC, GST and of all applicable Labour legislations (as may be amended from time to time) in respect of the persons employed by Or through it at premises.


Registrar
SGT University
Budhera, Gurugram





9. **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** agrees undertakes and warrants that it shall, for the purposes of this LOI, act as a Principle Employer taking on itself all legal (including but not limited to civil, criminal and tortious liabilities) and monetary liabilities and would be answerable at all times to any competent authority, courts, investigative agencies for all acts or omission and commission attributable to its employees, agents, sub-contractors, third parties and all persons connected with it.
10. The statues of the parties under this LOI shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this LOI shall be constructed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.
11. **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** agrees to indemnify and hold harmless the SGT Medical College Hospital & Research Institute, and its respective officers, employees and permitted successors an assigns against any and all claims, losses, damages, Liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever which result from or arise out of any act or omission of or failure to comply with the applicable laws by **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD**, its directors, officers, agents, employees and permitted Successors and assigns that occurs in connection with this LOI during the trial period. This indemnification obligation shall survive any termination of this LOI.
12. In the event a dispute arises in connection with the validity, interpretation, implementation, or alleged breach of this LOI, the parties shall attempt in the first instance to resolve such dispute through negotiation. if the dispute is not resolved through negotiation, then either party may refer the dispute for resolution to the arbitration under the provisions of the arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by SGT Medical College Hospital & Research Institute and **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD**) Shall be binding upon both the parties. The seat of arbitration shall be at Gurugram. Each party shall bear its own cost of the arbitration. In case of failure to reach an agreement the dispute will be referred to the courts if Law at Gurugaon only.

Registrar
SGT University
Budhera, Gurugram



KRISHNA FACILITY MANAGEMENT SERVICES PVT.LTD

PLOT NO.82 , SECTOR-63, NOIDA (U.P)

SGT UNIVERSITY HOSPITAL, GURGAON

Breakup - 8 HOURS & 26 DAYS.

S.No.	PARTICULARS	(REVISED- WAGE) HK	SUPERVISOR
1	BASIC (JAN.'2021)	10,099	12,275
2	HRA	1,000	3,205
3	CONVEYANCE	-	-
4	LEAVE ENCASHMENT @ 1.5	-	-
5	SUB TOTAL (A)	11,099	15,480
7	EPF @ 13%	1,313	1,596
8	ESIC-3.25%	361	503
9	L.W.F.	50	50
11	SUB TOTAL (B)	12,823	17,629
12	SERVICE CHARGES 550/= Per head	550	550
13	UNIFORM CHARGES	150	150
	GRAND TOTAL	13,523	18,329
	EPF @12%	1,212	1,473
	ESIC 0.75%	83	116
	L.W.F.	25	25
	TOTAL DEDUCTION	1,320	1,614
	CASH IN HAND	9,779	13,866

Registrar
SGT University
Budhera, Gurugram

(Signature)



PAYMENT TERMS :

The SGT Hospital Payment would be made to **KRISHNA FACILITY MANAGEMENT SERVICES PVT LTD** within 15 days of raising the invoice.

1. GST will be charges extra as notified from time to time.
2. Monthly Cost will be the charge by Contractor for his Housekeeping Services/GDA/ Kitchen Staff as per Annexure "A".
3. The above-mentioned manpower rates are based on the minimum wages plus additional allowances and are subject to revision proportionately corresponding to the rise in minimum wages from time to time along with its effect on cost of wages and statutory compliance components. Similarly the rates of HK Supervisor shall be revised as and when minimum wages of the workmen are revised on the same percentage.
4. Housekeeping/ GDA/ Kitchen Staff Personnel shall be provided by KFMSPL. Increase or Decrease in no. of manpower as per requirement of authorized person/HR in writing will be applicable.

The above terms have been mutually agreed upon:

Client Name:

**SGT Medical College Hospital & Research Institute
(A unit of Dashmesh Educational Charitable Trust)**

Authorized Representative:

[Signature]
Registrar
SGT University
Budhera, Gurugram

Designation:

Accepted & Acknowledged

Company Seal:

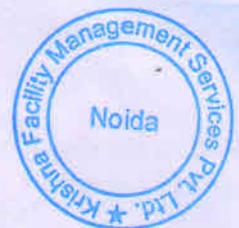
Krishna Facility Management Services Pvt. Ltd.

Date: 09-06-2022

[Signature]
AUTHORIZED SIGNATORY

Designation: Director

Company Seal:



**Krishna Facility Management Services Pvt. Ltd.
B-82, Sector-63, Noida, Gautam Budh
Nagar, Uttar Pradesh-201301**