

SERVICE AGREEMENT

This Service Agreement is entered into at _____ on the ___ day of _____ 20___

BETWEEN

_____ Ltd., having its office at _____, acting through its duly authorised signatory Mr. _____ (hereinafter referred to as the "Company", which expression shall include its successors and assigns), being the **First Party**;

AND

_____ Services Limited, a company incorporated under the Companies Act, 1956, having its registered office at _____, acting through its authorised signatory _____ (hereinafter referred to as the "Hospital", which expression shall include its successors and permitted assigns), being the **Second Party**.

The Company and the Hospital are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS the Hospital is engaged in providing hospital and allied medical services through qualified medical professionals and staff;

WHEREAS the Company requires medical facilities and related services at its office premises located at _____ (hereinafter referred to as the "Premises");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Engagement

1.1 Subject to the terms of this Agreement, the Hospital shall render medical services as detailed in Annexure A (the "Medical Services") in the capacity of an independent professional service provider. The Company agrees to avail such services at the Premises during mutually agreed timings.

1.2 This Agreement shall remain valid for a period of one year commencing from _____ and ending on _____, unless terminated earlier in accordance with this Agreement.

1.3 In consideration of the Medical Services rendered, the Company shall pay the Hospital the service fees as mutually agreed and specified in Annexure A.

1.4 The agreed fees are exclusive of all applicable taxes, duties, and levies except taxes on the net income of the Hospital. Payments shall be subject to tax deduction at source and other applicable statutory deductions.

1.5 The Hospital shall raise a monthly invoice for services provided during the relevant month.

1.6 The Company shall clear all undisputed invoices within thirty (30) days from the date of receipt.

2. Obligations of Hospital and Rights of Company

2.1 The Hospital confirms that it possesses all statutory approvals, licences, and permissions required to operate its establishment.

2.2 The Hospital confirms compliance with all applicable laws and regulations governing its business operations.

2.3 All personnel deployed by the Hospital for providing services at the Company's Premises shall be employees of the Hospital and shall remain under its supervision and control. The Hospital shall be solely responsible for payment of wages, statutory dues, social security contributions, terminal benefits, maintenance of records, and statutory filings. The Hospital shall ensure that no personnel raises any claim against the Company under any circumstance.

2.4 The Hospital shall deploy trained, uniformed nursing staff with verified credentials. The Hospital shall ensure professional conduct, discipline, and non-interference with the Company's operations.

2.5 The Hospital shall maintain adequate insurance coverage for its personnel engaged in service delivery.

2.6 Nothing contained herein shall be construed as creating an employer-employee relationship between the Company and the Hospital or its personnel.

2.7 The Hospital represents that it is duly incorporated and authorised to execute and perform this Agreement.

2.8 The Hospital shall ensure proper supervision, safe storage of medicines and vaccines, and disposal of medical waste in accordance with applicable EHS norms.

2.9 The Hospital may replace deployed staff with prior intimation, except in emergencies, and shall ensure continuity of service quality.

2.10 Authorised representatives of the Company shall have the right to inspect medical rooms and facilities and notify deficiencies for rectification.

2.11 Hospital personnel shall maintain professional behaviour and hygiene at all times.

2.12 Each Party shall indemnify the other against losses arising from breach of this Agreement. The Hospital shall indemnify the Company against losses arising from acts, omissions, negligence, or misconduct of Hospital personnel.

2.13 It is expressly agreed that Hospital staff shall not be deemed employees of the Company under any circumstances.

3. Obligations of Company

3.1 Any additional services outside the scope of this Agreement shall be paid for separately.

3.2 The Medical Services are exclusively for the Company and its associated entities and shall not be provided to third parties without written consent. Use by affiliates or group entities shall not be treated as subcontracting.

4. Confidentiality

The Hospital and its personnel shall maintain strict confidentiality of all confidential or sensitive information relating to the Company and its affiliates, except information already in the public domain through lawful means.

5. Force Majeure

Neither Party shall be liable for failure to perform obligations due to events beyond reasonable control. Payment obligations shall remain suspended during such events. If such conditions persist beyond thirty (30) days, either Party may terminate the Agreement without notice.

6. Amendments

Any modification or amendment to this Agreement shall be valid only if made in writing and signed by authorised representatives of both Parties.

7. Termination

7.1 This Agreement shall be valid for one year and may be renewed by mutual written consent.

7.2 Either Party may terminate the Agreement by giving thirty (30) days' written notice.

7.3 The Company may terminate the Agreement immediately without notice in the event of liquidation or dissolution of the Hospital.

7.4 Termination shall not affect accrued rights or liabilities prior to termination.

8. Dispute Resolution

Disputes shall first be resolved through mutual discussions. Failing resolution within thirty (30) days, disputes shall be referred to arbitration by a mutually appointed sole arbitrator. Arbitration shall be conducted in New Delhi in accordance with applicable arbitration law.

9. Jurisdiction

Subject to Clause 8, courts at _____ shall have exclusive jurisdiction.

10. Entire Agreement

This Agreement constitutes the complete understanding between the Parties and supersedes all prior communications or agreements.

11. Notices

Notices shall be deemed valid if delivered by hand, courier, registered post, email, or fax to the addresses specified herein.

12. Assignment

The Hospital shall not assign its rights or obligations without prior written consent of the Company.

13. Waiver

Failure to enforce any provision shall not be deemed a waiver of future enforcement rights.

14. Additional or Modified Services

Any change or addition to services shall be recorded through a written amendment or schedule.

15. Successors

This Agreement shall bind and benefit the successors and permitted assigns of both Parties.

16. Miscellaneous

16.1 Headings are for convenience only.

16.2 The Parties are independent contractors.

16.3 Invalidity of any provision shall not affect the remaining provisions.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the date first mentioned above.

For the Company

Signature: _____

Name: _____

Designation: _____

For the Hospital

Signature: _____

Name: _____

Designation: _____

Witnesses