



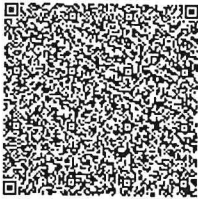
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL43989805091438S
Certificate Issued Date	: 26-May-2020 01:10 PM
Account Reference	: IMPACC (IV)/ dl703303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL70330396730306246016S
Purchased by	: SATPREET SECURITY SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SATPREET SECURITY SERVICES PVT LTD
Second Party	: SETH POKHAR MAL EDUCATIONAL SOCIETY REGD
Stamp Duty Paid By	: SATPREET SECURITY SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Contract Agreement for providing manpower for Security, Housekeeping and Misc. Services

This Agreement is made on 26th May, 2020 between M/s Satpreet Security Services Private Limited under the Companies Act, 1956 having its corporate office at Flat no. 347, AFNOE, Plot no.11, Sector-7, Dwarka, New Delhi-110075 through its Director, Shri Gorakh Mahto, hereinafter referred as 'Service Provider', which expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest, assignees, representatives executors and administrators etc. of the One Part.

[Signature]

Satpreet Security Services Pvt. Ltd.

[Signature]
Principal

[Signature]
(Director)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shoelastamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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Block, Pitampura
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AND

Seth Pokhar Mal Educational Society registered under Society's Registration Act, 1860 having its registered office at C/o RDIAS, 2A & 2B, Madhuban Chowk, Rohini, Delhi through its President, Mr. K.C. Garg, hereinafter referred as 'Society' which expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest assignees, representatives, executors and administrators etc. of the Other Part (hereinafter called the Client)

WHEREAS the SETH POKHAR MAL EDUCATIONAL SOCIETY is running several institutes of its repute namely Rukmini Devi Public School - CD Block, Pitampura, Delhi, Rukmini Devi Institute of Advanced Studies- Madhuban Chowk, Rohini, Delhi, Rukmini Devi Public School-Rohini, Delhi, Rukmini Devi Public School-Village Kishora, NH-1, Bahalgarh, Sonipat and requires Class-IV employees/workers for security, housekeeping and misc. services and has approached the service provider for necessary requirement of such employees/workers.

WHEREAS the Service Provider is inter alia engaged and is experienced in the business of providing various facility services, supplying manpower in different categories and has offered to supply such number of employees/workmen as required by the Society and its institutions from time to time to carry out the activities in relation to the society/institutions functioning under the control of the society. The Service Provider is also registered with the requisite authorities and the numbers are:

- a) Provident Fund Number : DLCPM1549762000
- b) ESI Number : 11-10-63189-101
- c) GST Number : 07AATCS6824N2ZF
- d) Income Tax (PAN number) : AATCS6824N
- e) Licence No. : U74920DL2012PTC233307 dated 28.03.2012

The Service Provider has agreed to provide manpower (Employees/Workmen) for security, housekeeping and misc. services on the terms and conditions mentioned hereinafter:

PART-I

- (i) Service Provider shall provide manpower as per the requirement of the client for its institutions mentioned above with effect from 01.06.2020 till 15.05.2021. However, it can be



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CD Block, Pitampura
Delhi - 110034

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Security Services Pvt. Ltd.



(Director)

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terminated at the instance of either party with 30 days' notice in writing or payments in lieu thereof.

- (ii) The client shall pay to the service provider towards minimum wages as notified by respective Govt. from time to time along with 38% of minimum wage rate towards ESI, PF ^{etc. excluding} and other statutory benefits plus service charges. The amount payable would vary each month and the same will depend on the basis of number of workmen deployed and on the basis of their attendance in the premises respective institutions as per requirement in respective month. The amount will also vary in case the rates of minimum wages are revised and notified by GNCT of Delhi and Govt. of Haryana from time to time.
- (iii) Service Provider shall raise an invoice depending upon the number of workmen deployed/number of days worked in the respective school premises each month and the same shall be paid by the respective institution wherever the manpower has been provided. The payment will be made within 7 working days of receipt of invoice from the service provider along with the acknowledgement of disbursement of wages to the personnel deployed. The payment will be made by the service provider to the workman latest by 7th day of the following month with deductions such as standard TDS and other deductions as per statutory regulations like ESI, PF etc.

Both the parties agree that they will be bound by the other terms/ obligations as mentioned in Part-II - XI hereunder:

Part-II : Obligations of Service Provider

- (i) Service Provider will provide uniformed workmen and use its best endeavour to provide services as contracted in this agreement and all such workmen provided by the Service Provider will be employees of the Service Provider and at no point of time, will they become the employees of the client.
- (ii) The personnel/workmen provided by the Service Provider in the premises of the client will be the employees of Service Provider and will in no manner create/confer employer/employee relationship between the client and the personnel deployed by the service provider. Also, the employees/workmen deputed in the premises of the client will not make any claim for employment in the client's institutions when the above contract/agreement is terminated on or before the expiry of the term.
- (iii) The service provider will be solely responsible for all employment benefits and statutory liabilities as applicable in respect of the personnel employed by it and deployed in the premises of the client. In these respect, the client shall not be liable in any manner with regard to these personnel. If, any liability is imposed by any statutory authority on the client



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in respect of any statutory benefit payable to the employees/workmen, the service provider shall indemnify the client.

- (iv) That Service Provider personnel shall endeavour to do their best to perform all such services as per the directions enumerated herein and in accordance with such directions, which the client may from time to time issue and which have been mutually agreed upon between the two parties.
- (v) That the service provider shall remove the personnel/workmen deployed in the clients institutions premises, if so, instructed or desired by the client. Service Provider, however, reserves the right to change any employee/workman with prior intimation to the Client, Emergencies exempted.
- (vi) Service Provider shall provide adequately trained personnel/workmen. They shall be of high discipline and good character. The service provider will arrange police verification of the workmen deployed at its own cost and will furnish the copy of such certificates police verification to the society/its institutes for records.
- (vii) Service Provider will ensure that none of its employee/workman will try and create a master servant relationship with the client.
- (viii) Service Provider will also obtain the license for providing the manpower for security, housekeeping and miscellaneous services in the establishment of the society and its institutions and will submit the copy of above certificate to the society.
- (ix) Service Provider will also arrange to obtain the certificate of registration, issued by Labour Dept. Govt. of NCT of Delhi in respect of the institutes functioning at Delhi and by Labour Dept. Govt. of Haryana in respect of institutes functioning at Sonipat.
- (x) Service Provider will also ensure compliances of all labour regulations and keep liaison with Labour Departments for completing all the required formalities and the entire expenses in this regard will be borne by the service provider out of the service charges paid to him.

Part-III : Clients obligations

- (i) The client will pay for the services provided by the service provider as stipulated in the contract at the agreed price, provided the Service Provider submit the bill along with the relevant documents/ evidence pertaining to the wages of the deployed personnel/workmen within 1st week of the succeeding month, the client/its institute will make the payment of the bill within 7th of the receipt of the invoice.
- (ii) The client will pay separately for any additional services required by the Client that is over and above the ones contained in this contract.



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of Sonipat Security Services Pvt. Ltd.


(Director)

- (iii) The client will ensure that the services stipulated in this contract are for the exclusive use of the society/its institutes and are not to be subcontracted or used by a Third Party without prior written consent of Service Provider.
- (iv) That the client will ensure that the personnel/workmen deployed on account of this contract will only carry out the functions stipulated in this contract. Any change or alteration should have prior written consent of the Service Provider.
- (v) The client will immediately inform Service Provider of any changes that could affect the service being provided.

Part-IV : Confidentiality

Service Provider will endeavour that its staff shall not at any time, without the consent of the Client in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by the Client and shall not disclose to any person information relating to the affairs of the client. This clause does not apply to information, which is or becomes public knowledge.

Part-V: Payment

Payment by the clients for the services provided hereunder shall be the client's obligation under the agreement. Any default of payment including any single default of any installment shall entitle Service Provider to suspend or terminate this agreement with prior one month's notice.

Part-VI : Force Majeure

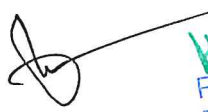

The obligations of the client and service provider will be suspended when either party is subject to Force Majeure, which can be termed as civil disturbance, riots, strikes, storm, tempest, acts of God, emergency state etc.

Part-VII: Variation

In case there is any variation in daily wages/ taxes announced by the statutory bodies, the same shall be considered with mutual consent.

Part-VIII: Duration

- (i) This contract is valid for a specific period effective from 1st June, 2020 to 15th May, 2021 and the same can be renewed with mutual consent, if so required.
- (ii) During the course of contract in the event of serious breach of this agreement or repeated neglect of its duty by Service Provider which it fails to remedy within stipulated time of having received written notice of the failure, the client can terminate this agreement with immediate effect and the security amount deposited with the school/ payment of invoice to be released

 
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Safeguard Security Services Pvt Ltd.
(Director)

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shall be forfeited. On such termination of agreement, the service provider will be under obligation to remove the personnel deployed in the premises of the client immediately.

PART-IX : Security Deposit

- (i) The Service Provider shall furnish the original FDR equivalent to one month wages/ invoice in the joint name of the Service Provider and the Client at the time of signing the agreement. The above FDR will not be encashed by the client at any time without the prior consent of the service provider.

PART-X : Settlement of Dispute

Any dispute and differences arising in relation to this contract including interpretation of its terms are subject to jurisdiction of the courts in Delhi and will be resolved through joint discussion of the Chief Executives of the concerned parties. However, if the parties do not resolve the disputes, the matter will be referred for adjudication to the arbitration of a person appointed by the parties with mutual consent or in accordance with Indian laws. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act-1996. The decision of the arbitrator shall be final and binding on both the parties.

In witness whereof the parties have affixed their signatures on this 26th day of May of 2020 at Delhi in the presence of witnesses as under:

Signed on behalf of

M/s Satpreet Security Services Private Limited


(Gorakh Mahto)
Director

For Satpreet Security Services Pvt. Ltd.

Witness I:

1. Signature:

2. Name : **DARTAD SINGH**

3. Address: **A/ 3-2-3 Sec-4**
Rohini


(Director)

Signed on behalf of

Seth Pokhar Mal Educational Society



(K.C. Garg)
President

Witness II:

1. Signature:

2. Name : **NARESH KUMAR**

3. Address: **Transferat Incharge**
R.D.P.S Pitampura.


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Rukmini Devi Public School
CD Block, Pitampura
Delhi - 110034