सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL00250406014375U
Certificate Issued Date	:	12-Oct-2022 11:31 AM
Account Reference	:	IMPACC (IV)/ dl712503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL71250379157290986109U
Purchased by	:	MODERN CONVENT SCHOOL SECTOR 4 DWARKA NEW DELHI
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MODERN CONVENT SCHOOL SECTOR 4 DWARKA NEW DELHI
Second Party	:	Not Applicable
Stamp Duty Paid By	:	MODERN CONVENT SCHOOL SECTOR 4 DWARKA NEW DELHI
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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SERVICE PROVIDER AGREEMENT

AGREEMENT made at Delhi on this 12th day of October 2022.

BETWEEN

MODERN CONVENT SCHOOL, situated at Sector- 4 , Dwarka, Delhi- 110078 through its Principal Ms. Sheetal Mann, FIRST PARTY hereinafter referred as 'SCHOOL', 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 FIRST PARTY

AND

M/S ARYA HR CONSULTANCY PVT. *LTD.*, under the companies Act, 1956 having its registered office at A- 11, Birla Farms, Chattarpur, Delhi- 110074 through its Director Shri Shailesh Yadav, SECOND PARTY 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 SECOND PARTY.

PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR - 4, DWARKA
NEW DELHI - 110075

Statutory Alert:
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WHEREAS the MODERN CONVENT SCHOOL is a senior secondary School recognized by the Directorate of Education, Government of N.C.T of Delhi and requires workers/workmen in different categories viz. Drivers, helpers, Housekeeping, Mali, Technical Assistant, Accountant, Teachers & executive Staff etc. and has approached the Service Provider for necessary requirement of such workers/workmen.

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 workers/workmen as required by the 'School' from time to time to carry out the activities in relation to the school on the terms and conditions mentioned hereinafter:

PART - I

1-1 Provider shall provide Facility Services on demand of the client school at the above-mentioned premises of the client with effect from 1st November 2022.

1-2 The client shall pay for the services rendered by Provider under this agreement indicated in Annexure I. The amount would however vary, if the number of personnel are increased or decreased as required by the client.

1-3 Provider shall raise an invoice for the contracted amount and the same shall be paid by the client by the seventh of the following month with deduction such as absentee and the standard TDS for the period of the deployed workmen and accruable TDS.

PART II: OBLIGATIONS OF ARYA HR CONSULTANCY PVT. LTD

2-1 Provider will provide uniformed personnel and use its best endeavor to provide services as contracted in this agreement and all such personnel provided by the Provider will be employees of the Provider and at no point of time, will they become the employees of the Client.

2-2 The personnel provided by the Service Provider will be employees/workmen of the Services Provider and all statutory liabilities will be paid by the Service Provider. The provider shall be liable for all acts of services and the personnel provided by it.

2-3 Drivers should meet the mandatory requirement as stipulated in Oder date 16.12.1997 of Hon'ble Supreme Court of India in Writ petition (C) No. 13029 in the matter of M.C.Mehta vs Union of India and other:

(a) Drivers should have minimum three years of experience of driving heavy vehicles.

(b) Driver has not been challaned more than twice in a year in respect of offences of jumping red lights, improper or obstructive parking, violating the rule or obstructive parking, violating the stop line, violating the rule requiring driving within the bus lane, violating restricting the overtaking, allowing unauthorized person to drive.

(c) Driver has not been challaned/charged even once for the offence of over-speeding, drunken-driving and driving dangerously or for the offences under 279,337,338 and 304-A of the Indian Penal Code.

2-4 Provider will cover its employees for personal accident and death during the course of their work and deployment at the school of the First Party.

2-5 Provider's employees/workmen will not accept any gratuity or reward in any shape or form from the client (herein, the First Party).

2-6 That Provider personnel shall endeavor 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.

2-7 The client shall have the right to have any person removed that is considered to be undesirable or otherwise and similarly Provider reserves the right to change the person with prior intimation to the Client, Emergencies exempted.

2-8 Provider shall provide adequately trained personnel. They shall be of high discipline and good character.

2-9 Provider will ensure that all personnel deputed are not suffering from any disease.

2-10 Provider will ensure that no employee of it would try and create a master servant relationship with the client.

ARYA HR Consultancy Pvt. Ltd.

PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR - 4, DWARKA
NEW DELHI - 110075

PART III: CLIENT'S OBLIGATIONS

3-1 To pay for the services stipulated in the contract at the agreed price and time, provided the Provider submit the bill along with the relevant documents by 1st of the succeeding month, the client will pay the bill by 7th of that month.

3-2 To pay separately for any additional services required by the Client that is over and above the ones contained in this contract.

3-3 The services stipulated in this contract are for the exclusive use of the Client and are not to be subcontracted or used by a Third Party without prior written consent of Provider.

3-4 The personnel employed on this contract will only carry out the functions stipulated in this contract. Any change or alteration should have prior written consent of the Provider.

3-5 To immediately inform Provider of any changes that could affect the service being provided.

3-6 The deployed personal from the service provider will be on the payroll of Arya HR Consultancy Pvt. Ltd. and principle employer can not hire anyone who is on the payroll of service provider atleast for three month after resigning from the Arya HR Consultancy Pvt. Ltd. And also client cannot award any of the work to them who is working with service provider till 3 months of his/her resignation from the service provider.

3-7 Following documents are required at the time of joining the school by any employee from the agency.

1-Deployement Order/ Letter.

2-Biodata of employee.

3- Proof of educational Qualification.

4-Valid Driving License/Badge in case of Driver.

5-Valid conductor License in case of bus helper.

6- Copy of Aadhar Card.

7- Copy of Pan Number.

8-Police clearance certificate.

10- Agency's identity card.

11-Minimum 3 Years Driver experience in case of bus Driver.

12-If PCC pending report is submitted at time of joining a period of maximum 15 days will be given to submit the PCC.

PART IV: CONFIDENTIALITY

Provider will endeavor 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 Client for the services provided hereunder shall be a fundamental obligation under the agreement. Any default of payment including any single default of any installment shall entitle Provider to suspend or terminate this agreement and charge 2% interest on the total outstanding.

PART VI: FORCE MAJEURE

The obligations of the Client and 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

The charges mentioned in the schedule attached are fixed and any change in Government taxation policy will not be binding on the client till the end of this agreement.

Arya HR Consultancy Pvt. Ltd.

PRINCIPAL
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SECTOR - 4, DWARKA
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PART VIII: DURATION

1) This contract is enforced w.e.f. 1st day November 2022 with mutual consent of both the parties and is valid for a specific period of THREE YEAR only i.e from 1st November 2022 to 31st October 2025 & will automatically expire on 31st October 2025. However, it can be further extended with the mutual consent5 of the parties.

2) During the course of contract in the event of serious breach of this agreement or repeated neglect of its duty by Provider which Provider fails to remedy within three month of having received written notice of the failure, the client can terminate this agreement by issuing one months' notice in writing.

PART X: SETTLEMENT OF DISPUTE

Any disputes and differences arising in relation to this contract including interpretation of its terms are subject to jurisdiction of the Courts in New 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 the parties.

In witness whereof the parties here to have at MODERN CONVENT SCHOOL affixed their signatures on this day of 12th October 2022.

Signed on behalf of

ARYA HR CONSULTANCY PVT LTD

Arya HR Consultancy Pvt. Ltd.

Witnesses:

Signed on behalf of

MODERN CONVENT SCHOOL

PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR - 4, DWARKA
NEW DELHI - 110075

Witnesses: