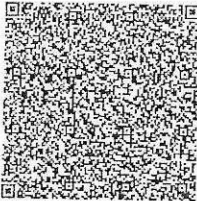
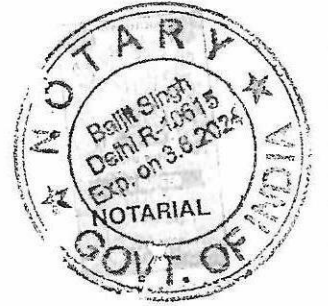


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Government of National Capital Territory of Delhi

e-Stamp

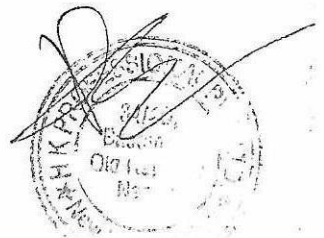
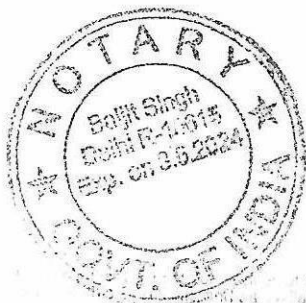
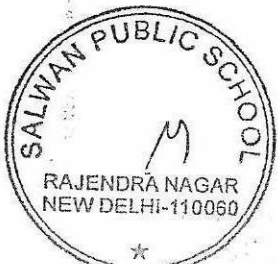
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Unique Doc. Reference : SUBIN-DL92710379753753925271V
Purchased by : H K PROFESSIONAL PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : H K PROFESSIONAL PVT LTD
Second Party : SALWAN PUBLIC SCHOOL
Stamp Duty Paid By : H K PROFESSIONAL PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or (use below) on this paper.

AGREEMENT

THIS AGREEMENT is made at Rajendra Nagar, New Delhi 1st day the April 2023 between M/s Salwan Public School, Pt. Girdhari Lal Salwan Marg, Rajendra Nagar, New Delhi 110060 through its Director hereinafter referred to as the first party and M/s HK Professional (P) Ltd, 34/40 Basement, Old Rajendra Nagar, New Delhi - 110060 through its Director, hereinafter referred to as the second party.



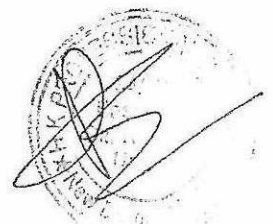
WHEREAS, the school being an Educational Institution for efficient and effective administration and control has considered it expedient to appoint a specialized agency for providing **Lady Attendants for the Bus services** of the school.

AND WHEREAS the Agency responded to School tender notice and expressed their desire via a quotation to render the Lady Attendants Services to school situated at **Salwan Education Trust, Rajendra Nagar, New Delhi 110060**. The proposal of **M/s HK Professional (P) Ltd** has been accepted by school **wef 01 April 2023 to 31 March 2024** on the following terms and conditions:-

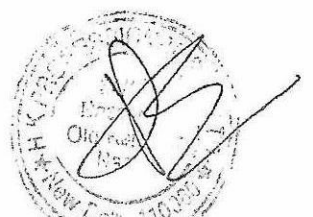
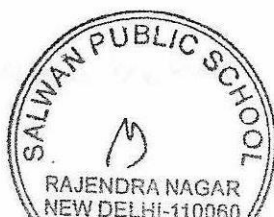
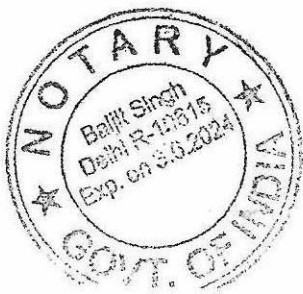
1. This Agreement is on Principle to Principle basis and does not create any employer-employee relationship or that of partnership or joint venture or subsidiary between School and Agency/Vendor.
2. The Management of the school allows the **Agency/Vendor** to provide **Lady Attendants for the bus services** of the School. The **Lady Attendants** are responsible for **safety and security of children during bus duty**.
3. The Agency by means of agreement" agrees to execute, fulfill and discharge the obligation and perform services hereinafter provided in the manner hereinafter appearing for which they shall be paid a **sum of Rs.18,993/- per month to Supervisor & Rs. 17,234/- per month to Lady Attendant**, Presently total Strength is required for school 01 Supervisor and 29 Lady Attendants, **EPF @ 13%, ESIC 3.25%** and service charges **1.00 % of basic wages (all inclusive)** for **08 hours shift for 06 days a week**, **GST will be charged extra on the net billing as per the Govt. notification**

NOTE:- The number of Lady Attendants may however be varied any times by school and payment will be made accordingly. Payment will be increased if minimum wages are revised by Delhi Government.

4. The Agency shall make payment of wages and salaries to the deployed Lady Attendants under the Minimum Wages Act. 1948 and as per the notification made by Govt. of NCT of Delhi from time to time. **Furthermore, at the time of submitting their bill towards payment of Lady Attendant's salaries, they shall be required to submit each month a photocopy of the ESI, EPF and Salary Sheet Contribution made in regard of payment. The Agency shall also ensure that the payment of all deputed Lady Attendants is paid through bank. Proof of same will be submitted 20th of every month to the school, in case of any discrepancy; it will result in withholding of the payment from first party to second party.**

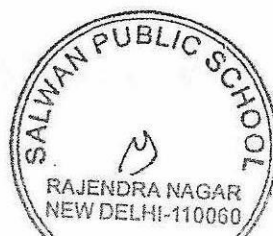
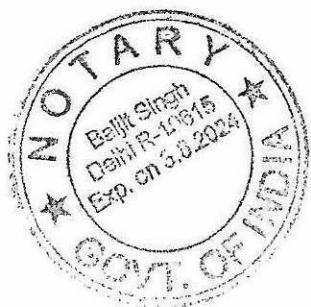


5. **Bonus.** The Agency shall make payment of bonus without claiming from school as per bonus Act 1965 provides for a minimum bonus of 8.33% of wages.
6. Field Officer/ rep of the Agency/Vendor shall make surprise visit to school for checking the discipline of Lady Attendants staff on fortnightly basis and enter the same at Gate Register.
7. The Agency will detail the Director himself or a Manager/Admin Officer in lieu for a quarterly (once in 3 months) meeting with the Principal/Director. The day and time of meeting will be taken by Agency from Admin.
8. That the contract shall be valid for a period of one year commencing from 01 April 2023 to 31st March 2024, unless terminated by either party for specific reason.
9. This being a commercial agreement, the above monthly consideration towards the services to be provided would remain binding on both the above said parties during the period 01.04.2023 to 31.03.2024 and as such no escalation whatsoever would be acceptable by the party of the first part on any account. The charges under this Agreement are based on wages and if there is increase in minimum wages by the Delhi Govt. the service provider is at liberty to request for an increase in the charges and wages from the applicable date as registered by Government Order.
10. **Labour Certificate.** The Agency/Vendor within one month of signing this Agreement will get itself registered under the Contract Labor Act as Contractor, if not already registered, and produce copy of its valid registration certificate. This certificate should be got renewed periodically, as and when due. School will file all mandatory returns as prescribed under the said Act. In case the registration is not done within the period specified, the School is entitled to uni-laterally terminate the agreement and also claim damages from Vendor.
11. The Agency/Vendor at the time of deputing their personnel to the premises of the school shall forward a photocopy of the Appointment letter issued to such personnel of theirs. Further, all employees so deputed shall be paid wages not less than those prescribed by the Delhi Government under the provision of the Minimum Wages Act.
12. School can terminate the contract by giving 15 days' notice to the secondParty without assigning any reason. The vendor however has to give three months' notice to school for terminating the contract. This discretion of termination of this contract will be exercised judiciously, since the company is rendering the essential and public utility services. However, the decision of the School shall be final and abided by both the parties. **However, if the infringement or lapse of services**



is very severe in nature (to be determined by School ONLY), then the school can terminate the agreement with only 24 h notice.

13. Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the address mentioned at last page of the agreement or such other address as may be intimated from time to time. Any notice required to be served on the School or the Agency under this agreement shall be deemed to have been served if delivered at or sent by registered post/courier service with Proof of Delivery (POD).
14. The Agency shall not, without the written consent of the School, create a sub contract or assign this contract or any part thereof. **The Agency shall ensure that it does not change the Lady Attendant assigned to school without prior written permission of the School and a change will be requested by the Agency only if the services are being terminated by the Agency or the individual is going on long leave. Their replacement should have proper police verification and Aadhar Card.**
15. **All the Lady Attendants deployed in school shall be medically examined and workmen/staff declared fit by a medical doctor preferably of a Govt Hospital.** The Agency shall also be responsible for periodical medical checkup of workmen/staff to ensure that workmen/staff are free from Infection (FFI) . Agency / Vendor shall incur all expenditure with regard to the medical examination and periodical medical checkup for which no claim shall be made by the **Agency/Vendor.** **The Vendor will also be responsible for medical expenses in case of any Lady Attendant getting injured during the working hours in school premises.**
16. The Agency shall at all times indemnify and keep indemnified the School against any/all claims of/by its employees including but not restricted to the claim under the Workmen's Compensation Act 1923, Payment of Wages Act, Payment of Bonus Act, EPF & Miscellaneous Provisions Act, Payment of Gratuity Act, Minimum Wages Act, Employees State Insurance Act, or any other Act(s) applicable or statutory notification therein or otherwise for or in respect of any claim or damage or compensation under labor Law or any other laws or rules made there under, by any person whether in the employment of the Agency or not provided or provides the said services.
17. The Agency will, during the continuance of the Agreement, insure against any claims for workmen's compensation or otherwise of all persons employed by him in connection with the business to be carried out under this Agreement with an insurance



Company and the Company shall produce for inspection on demand by the School all policies in respect thereof and the receipts from time to time for current premium.

18. If any person of the Agency indulge in theft or any illegal/irregular activities viz. smoking/drinking of wine/alcohol/drugs etc. in the school or on account of misconduct, the school will take appropriate action against the erring person/personnel and intimate accordingly to the Agency and recover all cost and damages from the Agency that the school may have suffered.

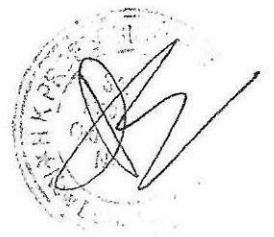
19. The Vendor shall give an undertaking that it has complied with all statutory obligations and minimum Wages Act and also furnish requisite documents in this regard.

20. The Deployed staff/workmen of the Agency shall never be considered to enjoy any right to enter the premises of the School excepting the time for which permission has been accorded.

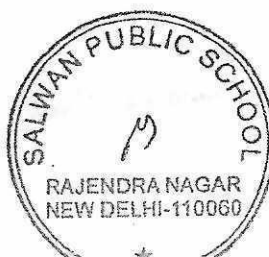
21. If, at any time, during the execution of the services or thereafter, the School is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever, in respect of or to any of the present or ex-employee of the Agency or to any third party, the Agency shall indemnify and immediately reimburse to the School all such amounts and costs also and in all such cases/events the opinion of the School shall be final and binding upon the Agency. The School shall be entitled to deduct any such amount from any pending bills of the agency and if such amount through legal recourse.

22. The Agency further agrees to absolve the School from all the liabilities with regard to any statutory enactments to the extent applicable to the services provided by the Vendor. It is clearly understood that should the School be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the School whether such liability arises during the currency of this Agreement or after expiry of the period of this Agreement. If there would be any claim on the School for any default of the Vendor or its employees committed during the contract period, the Agency shall pay such amount on demand without protest.

23. It is clearly understood by the Agency that the persons employed by the Vendor for providing services as mentioned herein, shall be the employees of the Vendor and not of the School. The number of persons to be employed for providing the said services, shall be decided by the Agency who shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like ESI/EPF, minimum wages, bonus, gratuity etc., as applicable.



24. All disputes arising of any matter affecting work and execution as applicable to those items for which the Vendor is responsible shall be mutually negotiated for a settlement and agreed between the School and the Agency in order to facilitate appropriate settlement of dispute in best interest of the work. Matter shall be finally determined by the School. All disputes and differences of any kind whatsoever arising out of or in connection with the contract shall stand specifically excluded from the purview of the Arbitration clause and shall be referred to the Arbitrator to be appointed by the School for decision. The award of the arbitrator shall be in accordance with the provision of The Arbitration and Conciliation Act. 1996 and binding upon the parties.
25. The Agency should ensure that all the **Lady Attendants will wear identical uniforms** as approved by the School with the name of Agency displayed there on and maintain neat and tidy appearance while on duty.
26. The Agency shall issue Identity Card on its own name and trading style to its deployed workmen/staff, which shall contain the detail viz. worker's/staff's name, father's name, age/date of birth, permanent and temporary address.
27. The School shall have the right to ask for the removal of any person of Agency who is not considered to be fit in the discharge of his duties, or found engaged in misbehavior with students/parents/staff of the school or charges with sexual harassment to any known or unknown person within the school premises which shall be immediately complied with by the License.
28. The Agency shall furnish the party of the School in writing with the names, education, age, residence proof, photograph, specimen signature and thumb impression of all such staff, whom Agency proposes to employ for the purposes under this Agreement before they are so employed and the School shall be at liberty to forbid the employment of any such person whom they consider undesirable. The Agency to ensure that its employees adhere to strict discipline as notified by the School from time to time.
29. The Agency shall pay/bear loss/damages/theft of any of the property of the School occurs during the period of contract by the deployed workmen/staff due to their acts of commission or omission, negligence otherwise, of its personnel while providing the services. The Agency shall, at its own expenses, make good any loss or damage to the property of the School caused/arisen. The School shall have the right to deduct the cost of damages from the performance guarantee deposit or monthly payment , if Agency does not make good any loss or damage to the property or make the payment of the loss or damage



in due time. The cost of damage shall be assessed by a committee appointed by the School. The decision of committee shall be final and the Agency both *shall* abide by it.

30. In the event of failure of the Agency/Vendor to provide the services or part thereof, as mentioned above for any reason whatsoever, the School shall be entitled to procure services from other sources and the Agency shall be liable to pay forthwith to the School the difference of payment made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

31. No permanent or specific accommodation or restroom shall be provided by the School in any portion of the School premises for the staff(s) deployed by the Agency/Vendor.

32. The Agency/Vendor shall not employ any staff less than 18 years of age for work, under this Agreement.

33. If the School notices that personnel of the Agency has/have been negligent, careless in rendering the said services, the same shall be communication immediately to the Agency/Vendor who will devise corrective steps immediately to avoid recurrence of such incidents or change the Lady Attendant and report to the School its action plan.

34. The Agency/Vendor shall ensure that the staff employed by them are courteous and do not cause any annoyance to any person on the premises nor indulge in any act which has or may have the effect of disturbing the normal atmosphere and functioning of the School. In case the School finds a person employed by the Agency/Vendor as unwanted or undesirable to work in its premises, the School shall be entitled to stop the entry of such person in its premises. The Agency/Vendor shall not engage any person whose services have been terminated by the School or having any criminal background. The Agency shall also be liable for any pilferage, theft etc. by its employees.

35. That Agency/Vendor shall also arrange for additional man power whenever, required by School at this agreement rates. However, the Vendor shall be paid separately for any additional services required by the School that are over and above the numbers contained in this Agreement, at the same rates. For such an additional requirement School will give at least one week prior notice in writing.

36. That the Agency/Vendor will ensure 100% presence of its man power. In case an employee is required to proceed on leave or absent him/her, Vendor will provide a suitable relief. Rs 1000/- per day penalty will be imposed for every Lady Attendant being absent.

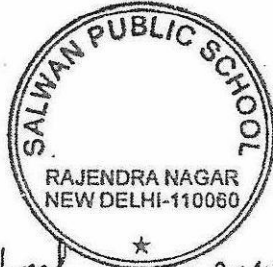


37. That Delhi Courts shall have Jurisdiction in case of any dispute pertaining to the agreement, its terms and interpretation and execution that may arise after signing of this agreement or during execution of the contract.

38. "The School (The First Party) will not be responsible for any failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquake, lighting, explosion, strikes Act of State, Governmental orders prohibiting any action, epidemics, pandemics or accidents. The school will have right to terminate the contract without any prior notice and any liability whatsoever for the remaining contractual period".

FIRST PARTY

Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public School
Rajendra Nagar
New Delhi-60



Witness-1 *Ismit*
Mr Kallu Singh
Admin of the
Salwan Public School
Rajendra Nagar N Delhi-60

SECOND PARTY

Mr. Ram Preet Yadav
Director
M/s HK Professional
34/40, Basement Old
Rajendra Nagar,
New Delhi-60

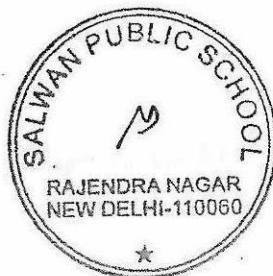
Witness-2 *160*



PENALTY PROVISION ON VIOLATION OR BREACH OF AGREEMENT:-

1. In case anybody is absent, there shall be back up of manpower to fill up the absentees otherwise deduction Rs 1000/ per head per day will be made from the monthly bill of the Agency/Vendor.
2. That the Agency/Vendor shall ensure that all Lady Attendants Staff must be in proper uniform, in case not, then Rs. 100/- per day per heads will be deducted from monthly bill.
3. As per rules salary must be paid to the employees days within seven of starting of each month and following documents of employees will be deposited in account department this school before 20th of each month otherwise payment for that or the following month will be stopped till documents are produced completely on account of Vendor/ Agency :-
 - (a) Salary statement.
 - (b) Disbursement sheet.
 - (c) EPF Challan & ESI statement.

NOTE: - Payment will NOT be released for the month until above documents is submitted. 70% payment may be released at discretion of school in case of valid reason for delay in submitting these documents.



4. Attendance will be counted from biometric system and penalties imposed as per existing school policy.

5. Lady Attendants will be utilised by school **in timings between bus arrival and departure** for any duties school formulates and no extra payment will be made for that. It will be incumbent for employed Lady Attendants to follow all such orders/tasks.

6. **In case of nonpayment of dues to employees provided by M/s HK Professional (P) Ltd including default in submitting proof of ESI, EPF, Salary Statement etc, the school may pay the employee directly on behalf of M/s HK Professional (P) Ltd without any other liabilities or obligations. This will be deducted / recovered from HK Professional (P) Ltd.**

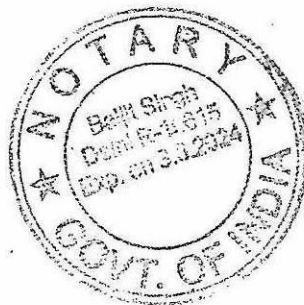
FIRST PARTY

Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public School
Rajendra Nagar
New Delhi-60
Witness-1



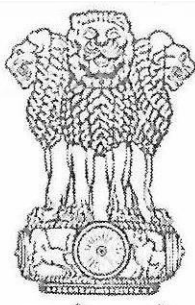
SECOND PARTY

Mr. Ram Preet Yadav
Director
M/s HK Professional (P)
34/40, Basement, Old
Rajendra Nagar,
New Delhi-60
Witness-2



ATTESTED
Baljit Singh
BALJIT SINGH
NOTARY DELHI, R-10615
Government of India

15 MAY 2023



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

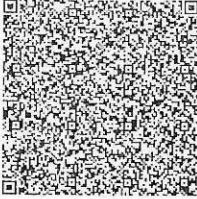
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 Purchased by : SALWAN PUBLIC SCHOOL
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SALWAN PUBLIC SCHOOL
 Second Party : SERVITOR INTELLIGENCE SERVICES
 Stamp Duty Paid By : SALWAN PUBLIC SCHOOL
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

ATTESTED

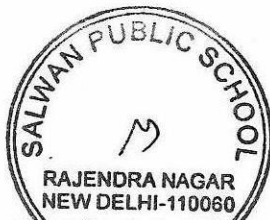
Notary Public Delhi

10 MAY 2023



AGREEMENT

THIS AGREEMENT is made at Rajendra Nagar, New Delhi on 10th day of May 2023 between M/s Salwan Public School, Pt. Girdhari Lal Salwan Marg, Rajendra Nagar, New Delhi 110060 through its Director hereinafter referred to as the first party and M/s Servitor Intelligence Services, RZ-C-74, 1st Floor, Mahavir Vihar, Near Police Chowki, Sector-1, Dwarka, New Delhi-110045 through its Proprietor, hereinafter referred to as the second party.



For Servitor Intelligence Services

Proprietor

1. The authenticity of this Stamp can be verified by visiting the website www.eStamp.com or using the Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on the Certificate should be reported to the website / Mobile App provider. 2. The onus of checking the authenticity is on the users of the website. 3. In case of any discrepancy please inform the Competent Authority.

WHEREAS, the school being an Educational Institution for efficient and effective administration and control has considered it expedient to appoint a specialized agency for providing **Security Services** to the school building , campus, its fixture, furniture, equipment and stores.

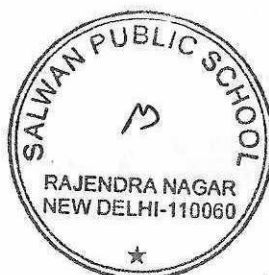


AND WHEREAS the Security Agency responded to School tender notice and expressed their desire via a quotation to render the Security Services to school situated at **Salwan Education Trust, Rajendra Nagar, New Delhi 110060**. The proposal of **M/s Servitor Intelligence Services** has been accepted by school wef **06 April 2023** for one year on the following terms and conditions: -

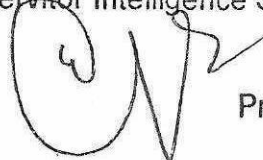
1. This Agreement is on Principle to Principle basis and does not create any employer-employee relationship or that of partnership or joint venture or subsidiary between School and Security Agency/Vendor.
2. The Management of the school allows the **Security Agency/Vendor** to provide Security Services for the School Building and Campus.
3. The Security Agency by means of agreement" agrees to execute, fulfill and discharge the obligation and perform services hereinafter provided in the manner hereinafter appearing for which they shall be paid a **sum of Rs.18,993/- per month to Supervisor & Rs. 17,234/- per month to Security Guards Male/Female , EPF @ 13%, ESIC 3.25% and service charges 0.01 % of basic wages (all inclusive) for 08 hours for 26 days**. Those who will be called on closed holidays i.e 26 January, 15 August, 2 October, Holi, Diwali and Election day payment will be paid double duty and those who will not be called for duty will be paid single duty.

NOTE: - The number of security staff may however be varied any times by school and payment will be adjusted accordingly. Payment will be increased if minimum wages are revised by Delhi Government.

4. The Security Agency shall deploy 01 Security Supervisor, 18 Male Guards and 03 Female Guards to provide high class and efficient security services, Deployed as mentioned:-
Morning Shift: 06:00-14:00, 06 Male Guards & 03 Female Guards.
Morning Shift: 07:00 to 15:00 Hrs. 01 Security Supervisor.
Afternoon Shift: 14:00 to 22:00 Hrs. 05 Male Guards.
Night Shift: 22:00-06:00 Hrs. 06 Guards.
Night Shift 22:00 to 06:00 Hrs. 01 Male Guard at 53 Block.
Total Security Personnels 22.
5. The Security Agency shall make payment of wages and salaries to the deployed security staff under the Minimum Wages Act. 1948 and as per the notification made by Govt. of NCT of Delhi from time to time. **Furthermore, at the time of submitting their bill towards payment of security staff salaries, they shall be required to submit each month a photocopy of the ESI, EPF and Salary Sheet contribution made in regard of payment. The Agency shall also ensure that the payment of all deputed security staff is paid through bank. Proof of same will be submitted by 20th of every month to the school, in case of any**



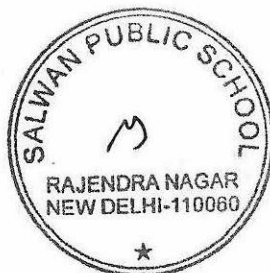
For Servitor Intelligence Services


Proprietor

discrepancy it will result in withholding of the payment from first party to second party.



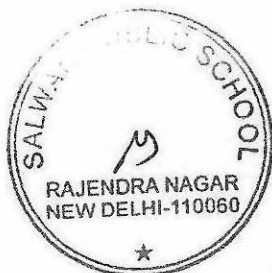
6. **Bonus.** The Agency shall make payment of bonus without claiming from school as per bonus Act 1965 provides for a minimum bonus of 8.33% of wages.
7. The Security Agency shall provide complete and continuous security services measures for 24 hours on all days including all Holidays and Sundays.
8. **Field Officer/ rep of the Security Agency/Vendor shall make surprise visit to school during night shift for checking the discipline and alertness of Security staff on fortnightly basis and enter the same at Gate Register.**
9. The Agency will detail the Director himself or a Manager/Admin Officer in lieu for a quarterly (once in 3 months) meeting with the Principal/Director. The day and time of meeting will be taken by Agency from Admin.
10. The Security Agency shall also conduct on Job Training including training for "Disaster Management" **on quarterly basis** for keeping their personnel's updated with the latest techniques and regular duties.
11. **That the contract shall be valid for a period of one year commencing from 06 April 2023 to 31st March 2024, unless terminated by either party for specific reason. 01 April 2023 to 05 April 2023 contract was extended by mutual agreement with previous Agency i.e M/s AK Bhutani Security Agency.**
12. This being a commercial agreement, the above monthly consideration towards the services to be provided would remain binding on both the above said parties during the period **06.04.2023 to 31.03.2024** and as such no escalation whatsoever would be acceptable by the party of the first part on any account. The charges under this Agreement are based on wages and if there is increase in **minimum wages by the Delhi Govt. the service provider is at liberty to request for an increase in the charges and wages** from the applicable date as registered by Government Order.
13. **Labour Certificate.** The Security Agency/Vendor within one month of signing this Agreement will get itself registered under the Contract Labor Act as Contractor, if not already registered, and produce copy of its valid registration certificate. This certificate should be got renewed periodically, as and when due. School will file all mandatory returns as prescribed under the said Act. In case the registration is not done within the period specified, the School is entitled to uni-laterally terminate the agreement and also claim damages from Vendor.
14. The Security Agency/Vendor at the time of deputing their personnel to the premises of the school shall forward a photocopy of the Appointment letter issued to such personnel of theirs. Further, all employees so deputed shall be paid wages not less than those prescribed by the Delhi Government under the provision of the Minimum Wages Act.



For Servitor Intelligence Services


Proprietor

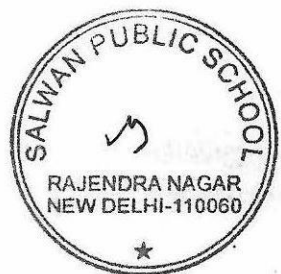
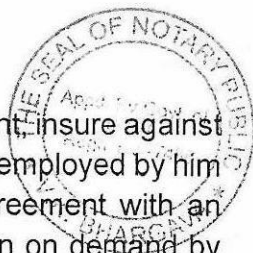
15. School can **terminate the contract by giving 15 days' notice to the second Party** without assigning any reason. The vendor however has to give three months notice to school for terminating the contract. This discretion of termination of this contract will be exercised judiciously, since the company is rendering the essential and public utility services. However, the decision of the School shall be final and abided by both the parties. **However, if the infringement or lapse of services is very severe in nature (to be determined by School ONLY), then the school can terminate the agreement with only 24 hr notice.**
16. Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the address mentioned at last page of the agreement or such other address as may be intimated from time to time. Any notice required to be served on the School or the Security Agency under this agreement shall be deemed to have been served if delivered at or sent by registered post/courier service with Proof of Delivery (POD).
17. The Security Agency shall not, without the written consent of the School, create a sub contract or assign this contract or any part thereof. **The Agency shall ensure that it does not change the Security staff assigned to school without prior written permission of the School and a change will be requested by the Agency only if the services are being terminated by the Agency or the individual is going on long leave. Their replacement should have proper police verification and Aadhar Card.**
- 18. All the Security Staff deployed in school shall be medically examined and workmen/staff declared fit by a medical doctor preferably of a Govt Hospital.** The Agency shall also be responsible for periodical medical checkup of workmen/staff to ensure that workmen/staff are free from Infection (FFI). Agency / Vendor shall incur all expenditure with regard to the medical examination and periodical medical checkup for which no claim shall be made by the **Agency/Vendor. The Vendor will also be responsible for medical expenses in case of any injury during the working hours in school premises.**
19. The Security Agency shall at all times indemnify and keep indemnified the School against any/all claims of/by its employees including but not restricted to the claim under the Workmen's Compensation Act 1923, Payment of Wages Act, Payment of Bonus Act, EPF & Miscellaneous Provisions Act, Payment of Gratuity Act, Minimum Wages Act, Employees State Insurance Act, or any other Act(s) applicable or statutory notification therein or otherwise for or in respect of any claim or damage or compensation under labor Law or any other laws or rules made there under, by any person whether in the employment of the Agency or not provided or provides the said services.




For Servitor Intelligence Services

Proprietor

20. The Security Agency will, during the continuance of the Agreement, insure against any claims for workmen's compensation or otherwise of all persons employed by him in connection with the business to be carried out under this Agreement with an insurance Company and the Company shall produce for inspection on demand by the School all policies in respect thereof and the receipts from time to time for current premium.
21. If any person of the Agency indulge in theft or any illegal/irregular activities viz. smoking/drinking of wine/alcohol/drugs etc. in the school or on account of misconduct, the school will take appropriate action against the erring person/personnel and intimate accordingly to the Agency and recover all cost and damages from the Agency that the school may have suffered.
22. The Vendor shall give an undertaking that it has complied with all statutory obligations and minimum Wages Act and also furnish requisite documents in this regard.
23. The Deployed staff/workmen of the Agency shall never be considered to enjoy any right to enter the premises of the School excepting the time for which permission has been accorded.
24. If, at any time, during the execution of the services or thereafter, the School is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever, in respect of or to any of the present or ex-employee of the Agency or to any third party, the Agency shall indemnify and immediately reimburse to the School all such amounts and costs also and in all such cases/events the opinion of the School shall be final and binding upon the Agency. The School shall be entitled to deduct any such amount from any pending bills of the agency and if such amount through legal recourse.
25. The Security Agency further agrees to absolve the School from all the liabilities with regard to any statutory enactments to the extent applicable to the services provided by the Vendor. It is clearly understood that should the School be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the School whether such liability arises during the currency of this Agreement or after expiry of the period of this Agreement. If there would be any claim on the School for any default of the Vendor or its employees committed during the contract period, the Agency shall pay such amount on demand without protest.
26. It is clearly understood by the Agency that the persons employed by the Vendor for providing services as mentioned herein, shall be the employees of the Vendor and not of the School. The number of persons to be employed for providing the said services, shall be decided by the Agency who shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like ESI/EPF, minimum wages, bonus, gratuity etc., as applicable.



For Servitor Intelligence Services

Proprietor

27. All disputes arising of any matter affecting work and execution as applicable to those items for which the Vendor is responsible shall be mutually negotiated for a settlement and agreed between the School and the Agency in order to facilitate appropriate settlement of dispute in best interest of the work. Matter shall be finally determined by the School. All disputes and differences of any kind whatsoever arising out of or in connection with the contract shall stand specifically excluded from the purview of the Arbitration clause and shall be referred to the Arbitrator to be appointed by mutual selection by the School and the agency for decision. The award of the arbitrator shall be in accordance with the provision of The Arbitration and Conciliation Act. 1996 and binding upon the parties.

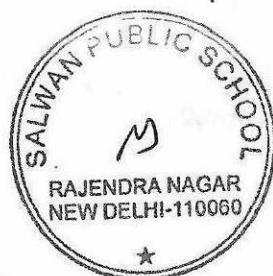
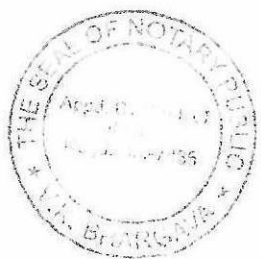
28. The Security Agency should ensure that all the **security staff will wear identical uniforms** as approved by the School with the name of Agency displayed there on and maintain neat and tidy appearance while on duty.

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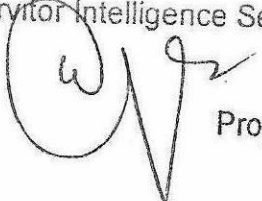
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31. The Security Agency shall furnish the party of the school in writing with the names, education, age, residence proof, photograph, specimen signature and thumb impression of all such staff, whom Agency proposes to employ for the purposes under this Agreement before they are so employed and the school shall be at liberty to forbid the employment of any such person whom they consider undesirable. The Agency to ensure that its employees adhere to strict discipline as notified by the school from time to time.

32. The Security Agency shall pay/bear loss/damages/theft of any of the property of the School occurs during the period of contract by the deployed workmen/staff due to their acts of commission or omission, negligence otherwise, of its personnel while providing the services. The Agency shall, at its own expenses, make good any loss or damage to the property of the School caused/arisen. The School shall have the right to deduct the cost of damages from the performance guarantee deposit or monthly payment , if Agency does not make good any loss or damage to the property or make the payment of the loss or damage in due time. The cost of damage shall be assessed by a committee appointed by the School. The derision of committee shall be final and the Agency both *shall* abide by it.

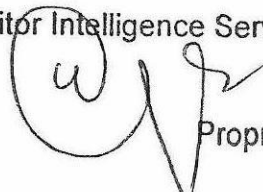


For Servitor Intelligence Services


Proprietor

33. In the event of failure of the Security Agency/Vendor to provide the services or part thereof, as mentioned above for any reason whatsoever, the School shall be entitled to procure services from other sources and the Agency shall be liable to pay forthwith to the School the difference of payment made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.
34. No permanent or specific accommodation or restroom shall be provided by the School in any portion of the School premises for the staff(s) deployed by the Agency/Vendor.
35. The Agency/Vendor shall not employ any staff less than 18 years of age for work, under this Agreement.
- 36. If the School notices that personnel of the Agency has/have been negligent, careless in rendering the said services, the same shall be communication immediately to the Agency/Vendor who will devise corrective steps immediately to avoid recurrence of such incidents or change the Guard and report to the school its action plan.**
37. The Security Agency/Vendor shall ensure that the staff employed by them are courteous and do not cause any annoyance to any person on the premises nor indulge in any act which has or may have the effect of disturbing the normal atmosphere and functioning of the School. In case the School finds a person employed by the Agency/Vendor as unwanted or undesirable to work in its premises, the School shall be entitled to stop the entry of such person in its premises. The Agency/Vendor shall not engage any person whose services have been terminated by the School or having any criminal background. The Agency shall also be liable for any pilferage, theft etc. by its employees.
38. That Security Agency/Vendor shall also arrange for additional man power whenever, required by School at this agreement rates. However, the Vendor shall be paid separately for any additional services required by the School that are over and above the numbers contained in this Agreement, at the same rates. For such an additional requirement School will give at least one week prior notice in writing.
- 39. That the Security Agency/Vendor will ensure 100% presence of its man power. In case an employee is required to proceed on leave or absent him/her, Vendor will provide a suitable relief. Rs 1000/- per day penalty will be imposed for every guard being absent.**
40. **That Delhi Courts** shall have Jurisdiction in case of any dispute pertaining to the agreement, its terms and interpretation and execution that may arise after signing of this agreement or during execution of the contract.
41. **"The School (The First Party) will not be responsible for any failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquake, lighting, explosion, strikes Act of State, Governmental orders prohibiting any action, epidemics, pandemics or accidents. The school will have right to terminate the contract without any prior notice and any liability whatsoever for the remaining contractual period"**.



For Servitor Intelligence Services

Proprietor



FIRST PARTY

[Signature]

SCHOOL
Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public. School
Rajendra Nagar,
New Delhi – 110060



Witness-1

[Signature]

Mr Kallu Singh (Admin)
House No- 31, Sector-37
Faridabad (Haryana)

SECOND PARTY
For Servitor Intelligence Services

[Signature]

Proprietor

SECURITY AGENCY
Mr Azad Singh Dagar
Proprietor
Servitor Intelligence Services
RZ-C-74, 1st Floor, Mahavir
Vihar, Near Police Chowki
Sector-1, Dwarka, New Delhi-45

Witness-2

[Signature]

(Col Jeeendra Gulati)
C/130, Mianwali Nagar,
Rohtak Road,
New Delhi-110087
cell: 8377926513

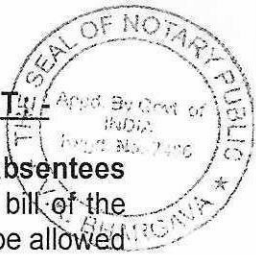
ATTESTED

Notary Public Delhi

10 MAY 2023



PENALTY PROVISION ON VIOLATION OR BREACH OF AGREEMENT



1. In case anybody is absent, there shall be back up of manpower to fill up the **absentees otherwise deduction Rs 1000/ per head per day** will be made from the monthly bill of the Agency/Vendor. However up to 5% (of total attendance in a month) **double duty** will be allowed to cater for extreme contingencies e.g. if month attendance is 10 Sentries x 3 Shifts x 30 days = 900 attendance then maximum of 45 attendance will be allowed as double duty.

2. That the Security Agency/Vendor shall ensure that all security staff **must be in proper uniform, in case not, then Rs. 100/- per day per heads** will be deducted from monthly bill.

3. As per rules salary must be paid to the employees **days within seven of starting of each month and following documents of employees will be deposited in account department this school before 20th of each month** otherwise payment for that or the following month **will be stopped** till documents are produced completely on account of Vendor/ Agency :-

- (a) Salary statement.
- (b) Disbursement sheet.
- (c) EPF passbook & ESI statement.

NOTE: - Payment will **NOT** be released for the month until above documents is submitted. **Only 70% payment** may be released at discretion of school in case of valid reason for delay in submitting these documents.

4. Attendance will be counted from biometric wef 01 May 2023 system and penalties imposed as per existing school policy.

5. In case of nonpayment of dues to employees provided by **M/s Servitor Intelligence Services including default in submitting proof of ESI, EPF, Salary Statement etc, the school may pay the employee directly on behalf of M/s Servitor Intelligence Services** without any other liabilities or obligations. This will be deducted / recovered from Servitor Intelligence Services.

For Servitor Intelligence Services

SECOND PARTY
Proprietor

FIRST PARTY

SCHOOL
Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public. School
Rajendra Nagar,
New Delhi – 110060

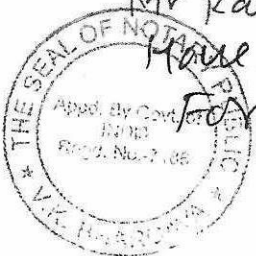


SECURITY AGENCY
Mr Azad Singh Dagar
Proprietor
Servitor Intelligence Services
RZ-C-74, 1st Floor, Mahavir
Vihar, Near Police Chowki
Sector-1, Dwarka, New
Delhi-45

Witness-1

Mr Kally Singh (Admin)
House No. 31, Seeta Pk
Ferozabad (Haryana)

Witness-2
(Col Jeetendra Gulati)
C/130, Mianwali Nagar,
Rohtak Road,
New Delhi - 110087
Cell: 8377926513



ATTESTED

Notary Public Delhi

10 MAY 2023

AGREEMENT

THIS AGREEMENT is made at Rajendra Nagar, New Delhi 11th the day of April 2023 between M/s **Salwan Public School, Pt. Girdhari Lal Salwan Marg, Rajendra Nagar, New Delhi 110060** through its Director hereinafter referred to as the first party and M/s **2803 Vikas Joshi Security Agency** through its Director, hereinafter referred to as the second party. The Agency is also authorized and has precedence of providing 'Housekeeping Staff'.

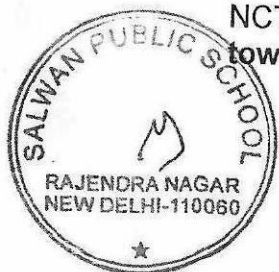
WHEREAS, the school being an Educational Institution for efficient and effective administration and control has considered it expedient to appoint a specialized agency for providing **Housekeeping Services** to the school building , campus its fixture, furniture, equipment and stores.

AND WHEREAS the Agency responded to School tender notice and expressed their desire via a quotation to render the housekeeping and maintenance services to school situated at **Salwan Education Trust, New Delhi 110060**. The proposal of **M/s 2803 Vikas Joshi Security Agency** has been accepted by school **wef 11 April 2023 to 31st March 2024** on the following terms and conditions:-


1. This Agreement is on Principle to Principle basis and does not create any employer-employee relationship or that of partnership or joint venture or subsidiary between School and Agency/Vendor.
2. The Management of the school allows the **Agency/Vendor** to provide Housekeeping Services for the School Building and Campus.
3. The Agency by means of agreement" agrees to execute, fulfill and discharge the obligation and perform services hereinafter provided in the manner hereinafter appearing for which they shall be paid a sum of **Rs.18,993/- per month to Supervisor & Rs. 17,234/- per month to Housekeeping Staff Male/Female** , Presently total Strength is required for school 01 Supervisor and 26 Housekeeping Staff, EPF @ 13%, ESIC 3.25% and service charges 0.80 % of basic wages (all inclusive) for 08 hours for 26 days. Those who will be called on closed holidays i.e 26 January, 15 August, 2 October, Holi, Diwali and Election day payment will be paid double duty and those who will not be called for duty will be paid single duty.

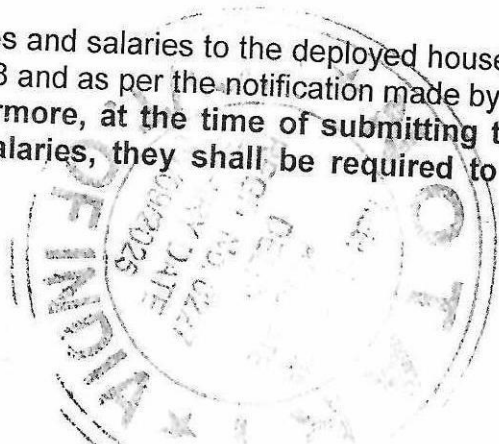
NOTE:- The number of housekeeping staff may however be varied any times by school and payment will be made accordingly. Payment will be increased if minimum wages are revised by Delhi Government.

4. The Agency shall make payment of wages and salaries to the deployed housekeeping staff under the Minimum Wages Act. 1948 and as per the notification made by Govt. of NCT of Delhi from time to time. Furthermore, at the time of submitting their bill towards payment of housekeeping salaries, they shall be required to submit



For 2803/Vikas Joshi Security Agency


Proprietor



each month a photocopy of the ESI, EPF and Salary Sheet contribution made in regard of payment. The Agency shall also ensure that the payment of all deputed housekeeping staff is paid through bank. Proof of same will be submitted by 20th of every month to the school, in case of any discrepancy it will result in withholding of the payment from first party to second party.

5. **Bonus.** The Agency shall make payment of bonus without claiming from school as per bonus Act 1965 provides for a minimum bonus of 8.33% of wages.

6. **Field Officer / rep of the Agency/Vendor shall make surprise visit to school for checking the discipline of housekeeping staff on fortnightly basis and enter the same at Gate Register. The housekeeping staff is responsible for cleaning of premises of the school and related tasks as detailed by school.**

7. The Agency will detail the Director himself or a Manager/Admin Officer in lieu for a quarterly (once in 3 months) meeting with the Principal/Director. The day and time of meeting will be taken by Agency from Admin.

8. **That the contract shall be valid for a period of one year commencing from 11 April 2023 to 31st March 2024, unless terminated by either party for specific reason. 01 April 2023 to 10 April 2023 contract was extended by mutual agreement with previous Agency i.e M/s HK Professional (P) Ltd.**

9. This being a commercial agreement, the above monthly consideration towards the services to be provided would remain binding on both the above said parties during the period **11.04.2023 to 31.03.2024** and as such no escalation whatsoever would be acceptable by the party of the first part on any account. The charges under this Agreement are based on wages and if there is increase in **minimum wages by the Delhi Govt. the service provider is at liberty to request for an increase in the charges and wages** from the applicable date as registered by Government Order.

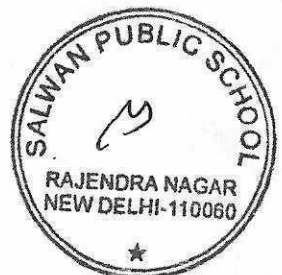
10. **Labour Certificate.** The Agency/Vendor within one month of signing this Agreement will get itself registered under the Contract Labor Act as Contractor, if not already registered, and produce copy of its valid registration certificate. This certificate should be got renewed periodically, as and when due. School will file all mandatory returns as prescribed under the said Act. In case the registration is not done within the period specified, the School is entitled to uni-laterally terminate the agreement and also claim damages from Vendor.

11. The Agency/Vendor at the time of deputing their personnel to the premises of the school shall forward a photocopy of the Appointment letter issued to such personnel of theirs. Further, all employees so deputed shall be paid wages not less than those prescribed by the Delhi Government under the provision of the Minimum Wages Act.

For 2803/Vikas Joshi Security Agency



Proprietor



12. School can **terminate the contract by giving 15 days' notice to the second Party** without assigning any reason. The vendor however has to give three months' notice to school for terminating the contract. This discretion of termination of this contract will be exercised judiciously, since the company is rendering the essential and public utility services. However, the decision of the School shall be final and abided by both the parties. **However, if the infringement or lapse of services is very severe in nature (to be determined by School ONLY), then the school can terminate the agreement with only 24 h notice.**

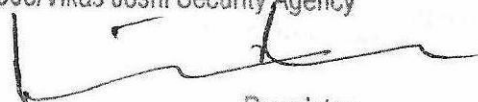
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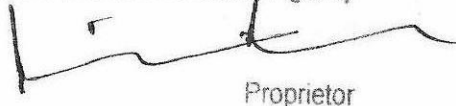
For 2803/Vikas Joshi Security Agency


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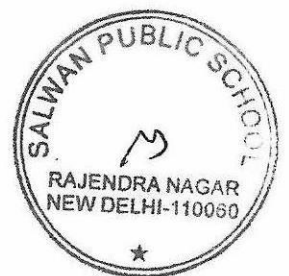


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For 2803/Vikas Joshi Security Agency



Proprietor



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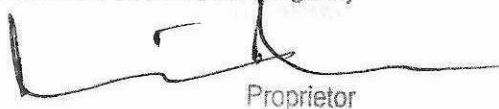
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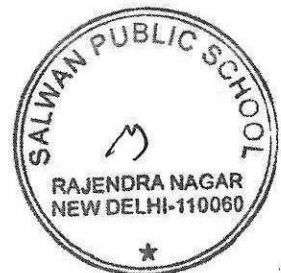
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For 2803/Vikas Joshi Security Agency


Proprietor



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32. The Agency/Vendor shall not employ any staff less than 18 years of age for work, under this Agreement.

33. **If the School notices that personnel of the Agency has/have been negligent, careless in rendering the said services, the same shall be communication immediately to the Agency/Vendor who will devise corrective steps immediately to avoid recurrence of such incidents or change the housekeeping staff and report to the School its action plan.**

34. The Agency/Vendor shall ensure that the staff employed by them are courteous and do not cause any annoyance to any person on the premises nor indulge in any act which has or may have the effect of disturbing the normal atmosphere and functioning of the School. In case the School finds a person employed by the Agency/Vendor as unwanted or undesirable to work in its premises, the School shall be entitled to stop the entry of such person in its premises. The Agency/Vendor shall not engage any person whose services have been terminated by the School or having any criminal background. The Agency shall also be liable for any pilferage, theft etc. by its employees.

35. That Agency/Vendor shall also arrange for additional man power whenever, required by School at this agreement rates. However, the Vendor shall be paid separately for any additional services required by the School that are over and above

For 2803/Vikas Joshi Security Agency



Proprietor

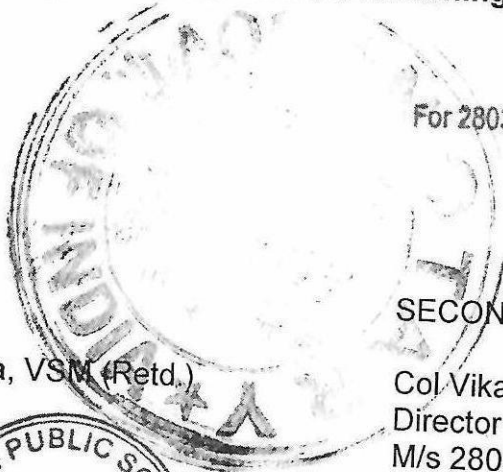


the numbers contained in this Agreement, at the same rates. For such an additional requirement School will give at least one week prior notice in writing.

36. That the Agency/Vendor will ensure 100% presence of its man power. In case an employee is required to proceed on leave or absent him/her, Vendor will provide a suitable relief. Rs 1000/- per day penalty will be imposed for every housekeeping being absent.

37. That Delhi Courts shall have Jurisdiction in case of any dispute pertaining to the agreement, its terms and interpretation and execution that may arise after signing of this agreement or during execution of the contract.

38. "The School (The First Party) will not be responsible for any failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquake, lighting, explosion, strikes Act of State, Governmental orders prohibiting any action, epidemics, pandemics or accidents. The school will have right to terminate the contract without any prior notice and any liability whatsoever for the remaining contractual period".



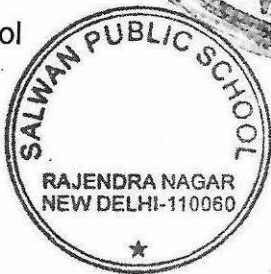
For 2803/Vikas Joshi Security Agency

[Signature]
Proprietor

[Signature]
FIRST PARTY

SECOND PARTY

Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public School
Rajendra Nagar
New Delhi-60



Col. Vikas Joshi (Retd)
Director
M/s 2803 Vikas Joshi security Agency
Urbtech Trade Centre
Unit No 627, Tower B
35, Sector 132, Noida
UP -201304

Witness-1 *[Signature]*

Witness-2

Mr Kally Singh (Admin)
Home No-31, Sector-37
Faridabad (Haryana)

Alko Saini
A-36, Conesth Nagar
Delhi -110092

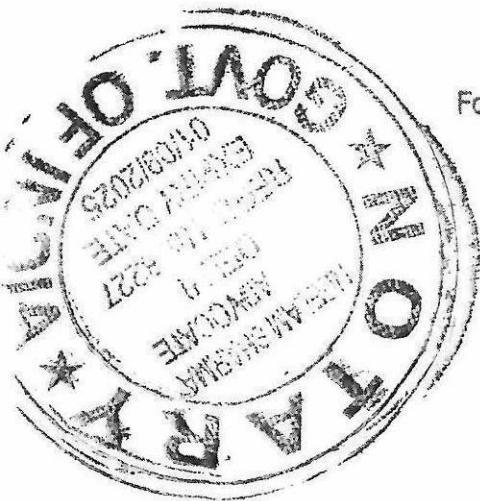
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PENALTY PROVISION ON VIOLATION OR BREACH OF AGREEMENT:-

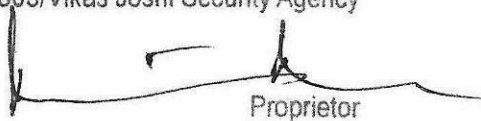
1. In case anybody is absent, there shall be back up of manpower to fill up the absentees otherwise deduction Rs 1000/ per head per day will be made from the monthly bill of the Agency/Vendor.
2. That the Agency/Vendor shall ensure that all housekeeping staff must be in proper uniform, in case not, then Rs. 100/- per day per heads will be deducted from monthly bill.
3. As per rules salary must be paid to the employees days within seven of starting of each month and following documents of employees will be deposited in account department this school before 20th of each month otherwise payment for that or the following month will be stopped till documents are produced completely on account of Vendor/ Agency :-
 - (a) Salary statement.
 - (b) Disbursement sheet.
 - (c) EPF challan & ESI statement.

NOTE: - Payment will **NOT** be released for the month until above documents is submitted. Only 70% payment may be released at discretion of school in case of valid reason for delay in submitting these documents.

4. Attendance will be counted from biometric system and penalties imposed as per existing school policy.
5. In case of requirement of extra duty hours to be done by some limited Housekeeping Staff for special functions, an amount of (Salary per month / 8x 26) per hour will be paid extra.
6. In case of nonpayment of dues to employees provided by M/s 2803 Vikas Joshi Security Agency including default in submitting proof of ESI, EPF, Salary Statement etc, the school may pay the employee directly on behalf of M/s 2803 Vikas Joshi Security Agency without any other liabilities or obligations. This will be deducted/ recovered from M/s 2803 Vikas Joshi Security Agency.



For 2803/Vikas Joshi Security Agency


Proprietor

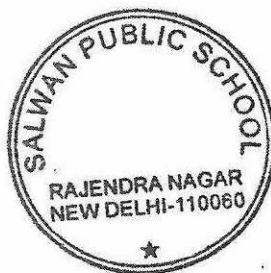


[Signature]
Proprietor

[Signature]

FIRST PARTY

Maj. Gen. Sanjeev Shukla, VSM (Retd.)
Director
Salwan Public School
Rajendra Nagar
New Delhi-60



Witness-1

[Signature]

Mr Kally Singh (Admin)
House No- 31, Sector-37
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SECOND PARTY

Col Vikash Joshi (Retd)
Director
M/s 2803 Vikas Joshi Security Agency
Urbtech Trade Centre
Unit No 627, Tower B
B-35, Sector 132, Noida
UP -201304

Witness-2

[Signature]

A-36, Conesth Nagar
Delhi - 110092

[Signature]



ATTESTED

NOTARY (Govt. of India)
Neelam Sharma
Advocate
Ch. No. 1654, Gate No. 11
Patila House Courts,
New Delhi-110004
Tel. 0886408301

10 MAY 2023