



सत्यमेव जयते

INDIA NON JUDICIAL

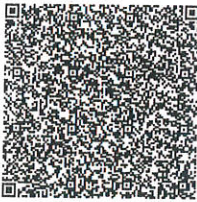
Government of National Capital Territory of Delhi

₹100

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Certificate No. : IN-DL97103550819366W
Certificate Issued Date : 01-Jun-2024 03:56 PM
Account Reference : IMPACC (IV)/ dl825403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82540350821124179563W
Purchased by : LANCERS CONVENT
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : LANCERS CONVENT
Second Party : MASS FACILITIES AND MANAGEMENT SERVICES
Stamp Duty Paid By : LANCERS CONVENT
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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IN-DL97103550819366W

SERVICE PROVIDER AGREEMENT

AGREEMENT made at Delhi on this 1st June 2024.

BETWEEN

LANCER'S CONVENT, situated at Prashant Vihar, Rohini, Delhi-110085 through its Principal Mr. Birandar Kumar, hereinafter referred as 'SCHOOL', which

For Mass Facilities & Management Services

Proprietor

PRINCIPAL
Lancer's Convent

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest, assigns, representatives, executors and administrators etc. of the ONE PART

AND

M/S MASS FACILITIES & MANAGEMENT SERVICES office at 185, Nahar Pur Village, Sector-7, Rohini, Delhi-110085. through its Proprietor Shri Brajesh Kumar, hereinafter referred as 'Service Provider', which expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest, assigns, representatives, executors and administrators etc. of the OTHER PART.

WHEREAS the LANCER'S CONVENT is a Senior secondary School recognized by the Directorate of Education, Government of N.C.T of Delhi and require class IV employees/workers of the requisite caliber and skills in different categories 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/workers 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 at the above-mentioned premises of the client with effect from 1 June 2024.
- 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.

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Both parties agree that the following parts II to IX inclusive form part I of this contract and are bound by them.

PART II: OBLIGATIONS OF MASS FACILITIES & MANAGEMENT SERVICES

- 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 will be employees of Provider and all statutory liabilities will be paid by Provider. The provider shall be liable for all acts of services and personnel provided by it.
- 2-3 Drivers should meet the following requirement as stipulated in Order dated 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 others:
- (a) Driver should have minimum five 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 unauthorised 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 Sections 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.
- 2-5 Provider's employees will not accept any gratuity or reward in any shape or form from the client.

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- 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.

PART III: CLIENTS 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 require 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.

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- 3-6 The diploid personal from the service provider will be on the payroll of Mass Facilities & Management Services and principle employer can not hire anyone who is on the payroll of service provider at least for three month after resigning from the Mass Facilities & Management Services And also client cannot award any of the work to them who is working with service provider till 3 month of his/her resignation from the service provider.

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.

PART VIII: DURATION

- 1) This contract is valid for a specific period i.e from 25th June 2024 to 15th May 2025 & will automatically expire on 15th May 2025.

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- 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 one month of having received written notice of the failure, the client can terminate this agreement by issuing one months' notice in writing.
- 3) During the course of contract, if schools are closed by government orders, the contract will expired automatically, during that period of closure, the school will not be liable to pay salary to the employees.

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.

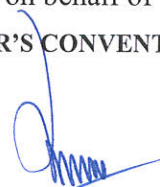
In witness whereof the parties here to have at LANCER'S CONVENT SR. SEC. SCHOOL affixed their signatures on this day of 01.06.2024.

Signed on behalf of
MASS FACILITIES & MANAGEMENT SERVICES

For Mass Facilities & Management Services


Proprietor

Signed on behalf of
LANCER'S CONVENT SR. SEC. SCHOOL


PRINCIPAL
Lancer's Convent
Rohini, Delhi-110085

Witnesses:

ANNEXURE-I

Category	Basic	HRA	Conv	Gross Salary	Employer		Employee		Take Home	Total	Ser. Charge 8%	Grand Total
					ESI	EPF	ESI	EPF				
					3.25%	13.00%	0.75%	12%				
Bus Driver	15000		6800	21800		1,950.00		1,800.00	20,000.00	23,750.00	1,900.00	25,650.00
Helper	17500			17500	656.00		131.00		17,369.00	18,156.00	1,452.00	19,608.00
Gardener	17500			17500	656.00		131.00		17,369.00	18,156.00	1,452.00	19,608.00
Maid	17500			17500	656.00		131.00		17,369.00	18,156.00	1,452.00	19,608.00
Bus Mechanic	22800			26800	1,005.00		201.00		26,599.00	27,805.00	2,224.00	30,029.00
Sweeper	17500			17500	656.00		131.00		17,369.00	18,156.00	1,452.00	19,608.00
Gurad	20600			20600	773.00	1,950.00	155.00	1,800.00	18,645.00	23,323.00	1,866.00	25,189.00

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