



PRO-INTERACTIVE SERVICES (INDIA) PVT. LTD.

Regd. Off. 31-32, Begumpur Park, Shivalik,
Malviya Nagar, New Delhi - 110 017

Phone : +91-11-45737000

info@prointeractive.in, www.prointeractive.co.in

CIN No. U74920DL2000PTC106305

Pro – Interactive Services (India) Pvt Ltd

Contract for Facility Services

Contract Ref.: PRO/Facility Services/ DL 05/2021

Between

Pro-Interactive Services (India) Pvt. Ltd.
31-32, Begumpur Park
Shivalik Malviya Nagar
New Delhi-110 017

And

Japanese School
Sector- A, Pocket B & C, Vasant Kunj.
New Delhi

(Hereinafter referred to as The Client)

Whereby it is agreed as follows:

- The initial contract period is to commence from **01.02.2021 to 31.01.2022.**
- The client agrees to pay for the services as indicated in **Annexure- A**. This figure would however, vary if the number of personnel are decreased or increased as required by the client.
- Pro-Interactive shall raise an invoice for the services on the 1st calendar day of each month and the same shall be paid by the client within 3rd calendar day of the same month failing which an interest @ 2 % pm on the total billing amount shall be charged extra.
- Both Parties agree that the following parts II to X inclusive form part of this contract and are bound by them.



Signed on behalf of
Pro-Interactive Services (India) Pvt. Ltd.

Handwritten signature in Japanese characters.



Signed on behalf of
Japanese School

PART II OBLIGATIONS OF PRO-INTERACTIVE

- a. Pro- Interactive will supply trained personnel and will use its best endeavors to operate the services
- b. The personnel supplied will be employees of Pro-Interactive and all statutory liabilities will be paid for by Pro- Interactive e.g. ESI, PF, etc.
- c. Pro-Interactive will cover its personnel for personal accident and death whilst performing the duty.
- d. Adequate supervision will be provided to ensure correct performance of the said facility services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- e. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the client.
- f. Pro-Interactive and its staff shall take proper and reasonable precautions to preserve from loss, deduction, waste or misuse the areas of responsibility given to them by the client and shall not knowingly lend to any person or company any of the effects or assets of the client under its control.
- g. The facility staff shall not accept any gratuity or reward in any shape or form.
- h. Under the terms of their employment agreement with Pro- interactive, the staff shall not do any professional or other work for reward or otherwise either directly or indirectly except for and on behalf of Pro- interactive.
- i. Pro-Interactive shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements, 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.
- j. The client shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Pro-Interactive reserves the right to change any personnel with prior intimation to the client, emergencies exempted.
- k. Pro-Interactive shall be responsible to look after all property and equipment of the client entrusted to it for its own use and under its control (reasonable wear and tear excepted).
- l. Pro-Interactive will not be held responsible for the damages/sabotage caused to the property of the client due to trade union/riots/mobs/armed dacoit activities or any other event of force majeure whether or not of the same nature.



PART VIII DURATION

During the course of contract in the event of serious breach of this agreement or repeated neglect of its duty by PRO- INTERACTIVE which PRO_INTERACTIVE fail to remedy within one month's of having received written notice of the failure, the Client can terminate this agreement by two months notice in writing.

PART IX TERMINATION OF CONTRACT

In the event of termination of contract, it will be binding on the client to pay all dues before the services are removed from his premises. In case the client fails to settle all dues, the facility services will continue till all payment and dues are cleared. Once the dues are cleared including for the extended period, the contract will be deemed to be terminated and Pro-Interactive will move out from the premises forthwith.

PART X SETTLEMENT OF DISPUTE

Any dispute and or difference except those covered under clauses of Part 1, arising out of, or relating of this contract including interpretation of its terms will be resolved through joint discussion of the Authorised Representatives of the concerned parties, However, if the disputes are not resolved by the discussions then the matter will be referred for adjudication to the arbitration or a person appointed by the parties in New Delhi in accordance with the Indian Laws. The decision of the arbitrator shall be final and binding of the parties.

In witness whereof the parties have at Delhi affixed their Signatures on this day of 29.01/2021.

Signed on behalf of
Pro-Interactive Services (India) Pvt. Ltd.



Signed on behalf of
Japanese School



ANNEXURE-A

Prices for Facility Personnel covering the following categories are as under:

S.No.	Location
1	Japanese School Sector- A, Pocket B & C, Vasant Kunj. New Delhi

Rates of Facility Services					
Category	No of Deployment	Duty Hrs	Total No of days	Unit Price	Total Value
Driver	2	8	26	34984	69968
Conductor	2	8	26	27526	55052
Total Price per month					125020
GST Extra as applicable					

Signed on behalf of
Pro-Interactive Services (India) Pvt. Ltd.



Signed on behalf of
Japanese School

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