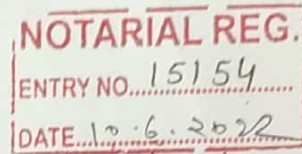


DEED OF AGREEMENT OF OUTSOURCING HOUSEKEEPINGSERVICES

THIS DEED OF AGREEMENT OF OUTSOURCING HOUSE KEEPING SERVICES is made and entered into this 21<sup>st</sup> day of April 2022, by and between:

1) Datta Meghe College of Nursing, a constituent college under Nagar Yuwak Shikshan Sanstha, a public Trust registered under the Bombay Public Trust Act, 1950 bearing registration no. F1288, having its office at Nagpur; represented by its Principal, Dr. Vaishali D. Tendolkar, (hereinafter called "COLLEGE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the executors, successors and administrators of the first part.

AND



2) M/s ALL STAR SERVICES, a partnership firm registered under Partnership Act, 1932, having its registered office at Satpratap Hospital, Kamptee Road, Bezanbagh, Nagpur, Maharashtra, 440004, through its Managing Partner Mr. Ripudaman Jogindar Uberoi, who has been duly authorized to represent the said Partnership Firm, (hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, deemed to include its executors, successors and administrators, etc) of the Second Part..

WHEREAS, the COLLEGE, is actively involved in the field of imparting education in Vidarbha (Maharashtra), since last several years & has earned a very reputation in the society, regarding said the quality of education provided by it.

WHEREAS, in order to ensure that the quality of education is provided by the COLLEGE is maintained, the COLLEGE has decided to maintain its focus on its core activity i.e. providing quality education & develop its infrastructure, for the said purpose, which could be done by it only by outsourcing its non-core activity or ancillary activity &, has, therefore, decided to outsource the House Keeping services form certain portion of its premises.

AND WHEREAS, in pursuance of the aforesaid decision of the COLLEGE, the COLLEGE had called upon the interested parties to submit their, respective, offers for providing House Keeping services at the said premises.

*V. Tendolkar*

A blue handwritten signature or scribble.

AND WHEREAS, in pursuance of the above, few interested parties, including, the SERVICE PROVIDER, had submitted its offer & after considering the same, the offer of the SERVICE PROVIDER was found to be more appropriate, considering the requirement of the COLLEGE.

AND WHEREAS, the COLLEGE agrees to engage the SERVICE PROVIDER as an independent agency to perform such services and the SERVICE PROVIDER has agreed to provide the House Keeping services to the COLLEGE, for part of the said premises, details of which are given herein below.

NOW, THEREFORE, THE TERMS & CONDITIONS OF THE HOUSE KEEPING AGREEMENT BETWEEN THE PARTIES WITNESS HEREUNDER:

1) PERIOD OF THE AGREEMENT :

This agreement shall come into effect from the date of its execution & shall be effective up to 20<sup>th</sup> April 2025, from the said date, unless terminated earlier by the COLLEGE. It shall be open to the COLLEGE to terminate this agreement by issuing one month prior notice or by paying an amount equivalent to average payment of Service Fees of one month to the SERVICE PROVIDER, in lieu on the said notice, without assigning any reason for the same. On completion of agreement period, or its prior termination, the Service Provider shall immediately vacate the premises and remove its instruments, staff, etc. from the said premises. If the service provider fails to do so, the Service Provider shall be liable to pay compensation of Rs. 5,000/- (Rupees Five thousand only) per day, to the COLLEGE, till the Service Provider complies with the said obligation.

2) DETAILS OF THE PREMISES, WHERE SERVICES ARE TO BE PROVIDED :-

The SERVICE PROVIDER shall provide the House Keeping services as at the premises shown in the Map attached as SCHEDULE - A to this agreement.

3) SERVICES:

The SERVICE PROVIDER hereby agrees to provide the House Keeping Services chosen by the COLLEGE, during such time as specified by the COLLEGE. Details of the services chosen, & agreed to be provided by the SERVICE PROVIDER & the time of providing the said services, are mentioned in the annexure, which is annexed with this agreement as



## SCHEDULE - B.

### 4) ADDITIONAL SERVICES OR REDUCTION SERVICES :

The COLLEGE may vary the nature & quantum of required services, as and when deemed necessary by it, & in the event of increase or decrease of the said services, appropriate increase or reduction will be made to the service fees payable to the SERVICE PROVIDER. The COLLEGE shall issue a written communication to the SERVICE PROVIDER, informing its decision regarding the required services or its requirement of additional services & the said communication shall be treated as part & parcel of this agreement & the SERVICE PROVIDER shall be bound to act upon the same.

### 5) SERVICE RATES:

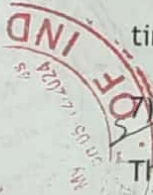
The amount payable by the COLLEGE to the SERVICE PROVIDER, for the said services, will be as per the document annexed to this agreement as SCHEDULE-C, which excludes GST. Payment of GST shall be the responsibility of the SERVICE PROVIDER. Rest of the amount of Tax will be deducted at sources, from the amount payable to the SERVICE PROVIDER, as per the prevailing rules under the Income Tax Act, 1961 or the amendments thereto, from time to time.

### 6) STANDARD OF PERFORMANCE:

The SERVICE PROVIDER hereby agrees that it shall follow the highest standards in performing all Services to be provided under this Agreement. The SERVICE PROVIDER shall conduct the Services in accordance with specifications set by the COLLEGE and shall, at all times, comply with all laws or regulations applicable to this Agreement.

### INDEPENDENT AGENCY:

The SERVICE PROVIDER agrees & undertakes to perform the assignment as an independent agency and is aware that neither it nor any of the persons employed by it, including any of the third party/ies, for providing the House Keeping services, shall be entitled to claim any relationship of employer & employee, or any sort of relationship, with the COLLEGE. The SERVICE PROVIDER shall sole be responsible for all the liabilities, claims, etc., from any of the persons employed by it, including the third party/ies, who are engaged by the SERVICE PROVIDER for the purpose of providing the House Keeping Services to the COLLEGE, in



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pursuance of the present Agreement, & shall keep the COLLEGE indemnified from all such claims.

8) THIRD PARTY/IES:

The SERVICE PROVIDER will not use the services of its affiliates, subsidiaries, and/or third parties ("THIRD PARTY/IES"), to provide the Services under this Agreement.

9) TERMS AND CONDITIONS OF PAYMENT:

All payment shall be made after the conditions listed for such payment have been met, and the SERVICE PROVIDER has submitted an invoice to COLLEGE, specifying the amount due. No Advance payment will be paid by COLLEGE to the SERVICE PROVIDER, for any reason whatsoever. During the subsistence of this Agreement, payment shall ordinarily be made within 5 days of receipt of the invoice and other documents complete in all respect after successful completion of work assignment. The said payment shall be made after making the deduction of appropriate amount of TDs, etc. Even in case of the work being sub-assigned by the SERVICE PROVIDER, the same terms & conditions for payment shall apply & the invoice for the service provided shall also require to be raised through the SERVICE PROVIDER & the same shall not be entertained directly, at any time.

10) EXPENSES:

The COLLEGE agrees to reimburse any pre-approved out of pocket expenses, incurred by the SERVICE PROVIDER, in connection with the Services, including, but not limited to travel expenses, conveyance expenses, postage, one set of uniform with approved rate for the new approved worker, Machinery rent charges etc.

11) STATUTORY COMPLIANCE:

The SERVICE PROVIDER shall obtain all registrations / permissions / licenses etc, which are required under any labour or other legislations/provisions of law, for providing the services under this agreement. The SERVICE PROVIDER shall be responsible for ensuring compliances of all the Central and State Government Rules and Regulations, with regard to the provisions of the services under this Agreement. The SERVICE PROVIDER undertakes to comply with the

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applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. It is expressly understood that the SERVICE PROVIDER is solely responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law. The SERVICE PROVIDER shall keep the COLLEGE or its constituent COLLEGE indemnified in relation to any claims, actions, etc, arising out of non-compliance of any of the above Acts, Laws, etc, by the SERVICE PROVIDER.

12) INDEMNIFICATION:

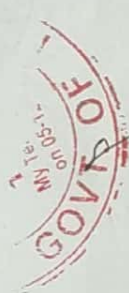
SERVICE PROVIDER shall at its own expense indemnify and hold harmless, and at COLLEGE request defend the COLLEGE, its affiliates, subsidiaries, successors and assigns, officers, employees, agents, etc, from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a SERVICE PROVIDER's employees, third party/ies & his/her/its employees, agents, etc.

13) WAIVER:

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless informed in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

14) FORCE MAJEURE:

Neither the SERVICE PROVIDER nor the COLLEGE shall be deemed to be in default, if a failure to perform any obligation is caused solely by supervening conditions beyond control, including Acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authorities demands or requirements, pandemic, etc.



Kendolkar

15) AMENDMENT / MODIFICATION:

Any amendment, modification, etc, to this agreement shall be by written mutual consent of both the parties & shall be effective when the same is submitted in writing and signed by the authorized representatives of both the parties i.e the SERVICE PROVIDER and the COLLEGE.

16) TERMINATION:

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party. (b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) day's notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement. It is specifically agreed between the parties that the decision of the COLLEGE, that the Service Provider has not remedied or cured the default, within the period of thirty (30) day period shall be binding on the Service Provider & the Service Provider shall not raise any dispute regarding the same.

17) DOCUMENTS ANNEXED TO THE AGREEMENT TO BE PART OF AGREEMENT.

It is agreed between the parties that the documents annexed to the agreement as Annexure A, B & C shall be treated & as part and parcel of the present agreement.

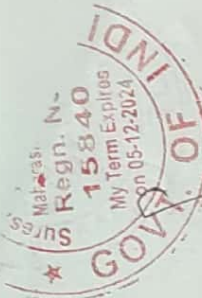
18) GOVERNING LAW:

Any dispute between the parties shall be governed by the provisions of the Indian Laws & the amendments thereto, from time to time.

19) ARBITRATION:

In the event of any dispute arising amongst the Parties, relating to interpretation, execution, implementation, etc, relating to the terms & conditions of the Agreement, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt & equitable manner and in good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by a sole arbitration, who shall be appointed by the Chief Rector of the TRUST. The arbitration shall be conducted in the English language as per Arbitration & Conciliation Act, 1996 and the venue of the arbitration shall be Nagpur alone & the award passed therein shall be final & binding on the parties.

K. Tendolkar



20) EXECUTION OF AGREEMENT:

The parties to this agreement have executed the agreement of their own free Will, without there being any force or coercion from anybody & after fully understanding the terms & conditions thereof in vernacular.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SIGNED THE SAME on the date, month & year mentioned above, at Nagpur, in presence of the witnesses.

WITNESSES:-

1) \_\_\_\_\_

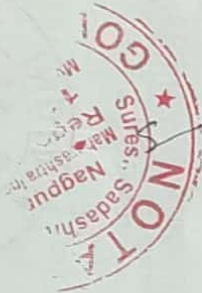


*V. D. Tendolkar*  
Datta Meghe College of Nursing,  
Nagpur, through its Principal  
Dr. V. D. Tendolkar.

2) \_\_\_\_\_

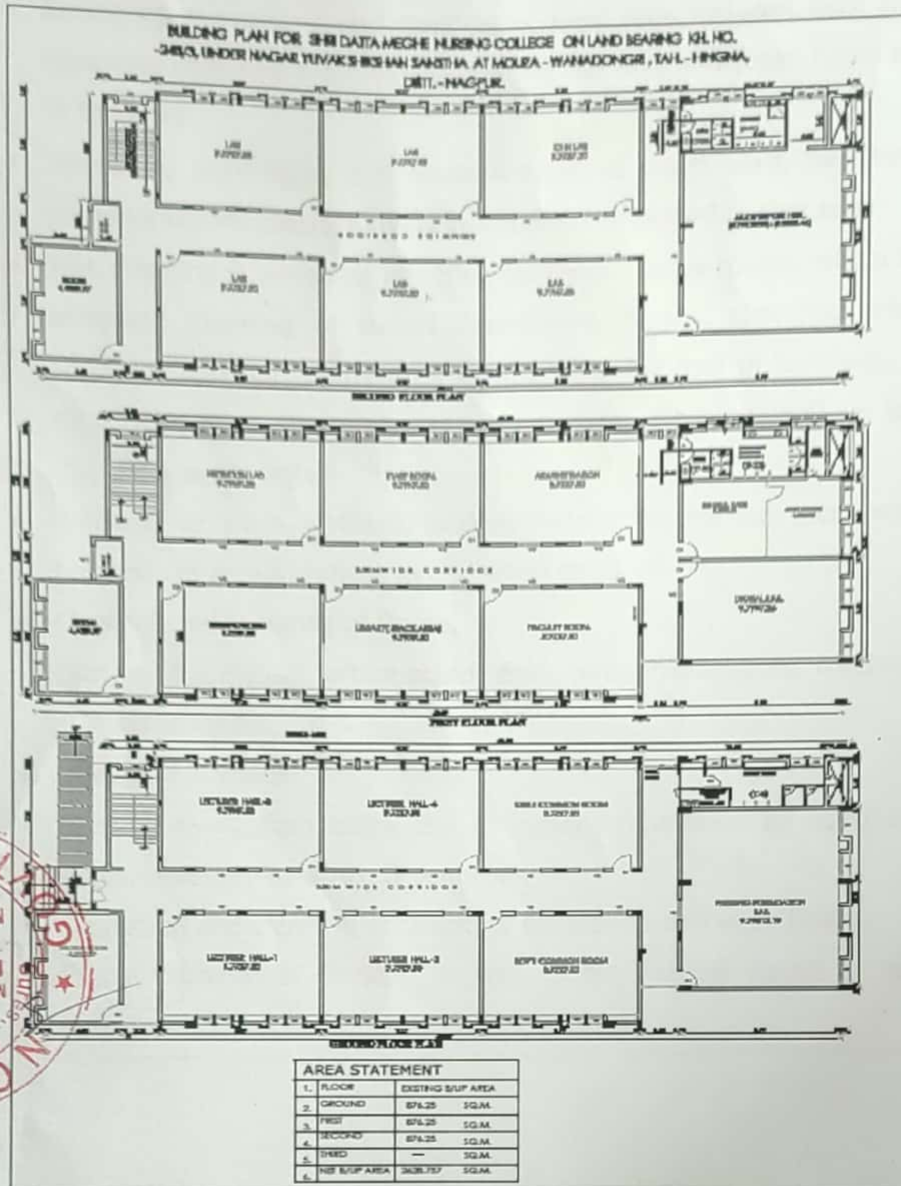
A handwritten signature in blue ink, appearing to read "Ripudaman", written over a horizontal line.

*Ripudaman*  
M/s ALL STAR SERVICES,  
through Its Managing Partner  
Mr. Ripudaman Jogindar Uberoi





SCHEDULE-A (MAP)



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WITNESSES:-

1) \_\_\_\_\_



*V. D. Tendolkar*  
 Datta Meghe College of Nursing,  
 Nagpur, through its Principal  
 Dr. V. D. Tendolkar.

2) *Ripudaman* \_\_\_\_\_

*Ripudaman*  
 M/s ALL STAR SERVICES,  
 through Its Managing Partner  
 Mr. Ripudaman Jogindar Uberoi



SCHEDULE-B (Scope of Services)

- Sweeping, scavenging and cleaning of floor area includes floor mopping, removing cobwebs and cleaning dust on the fans and tubes lights installed in the area
- Sweeping, scavenging and house-keeping at court yard, peripheral and garden includes clearing the rain water accumulated in that area
- Wet cleaning & sweeping at office buildings / class rooms, which includes complete cleaning of toilets, bathrooms, basins, changing rooms and adjoining corridor, Conference Room, adjoining roof of buildings, terrace etc. The cost of the material purchased for cleaning shall be borne by COLLEGE as per actual.
- Removal of trash, spillage, and material from various locations in the premises of establishment as and when required.
- Cleaning and mopping of floors.
- Dusting of furniture, office equipments, telephones, doors, windows, walls side cladding etc
- Sweeping of roads.
- Keeping the toilets clean and in hygienic condition by using adequate soaps, detergents, acids, brooms etc.
- Sanitation and cleaning of chocks of bathrooms and wash basins.
- Proper disposal of General as well as bio-medical waste as per MPCB norms.

WITNESSES:-

1) \_\_\_\_\_



*V. Tendolkar*  
Datta Meghe College of Nursing,  
Nagpur, through its Principal  
Dr. V. D. Tendolkar.

2) *Ripudaman* \_\_\_\_\_

*Ripudaman*  
M/s ALL STAR SERVICES,  
through Its Managing Partner  
Mr. Ripudaman Jogindar Uberoi

SCHEDULE-C (Rate)

Details of the Institution

| Name of the institution with address                           | Amount payable per month |
|--|--------------------------|
| Datta Meghe College of Nursing,<br>Wanadongri, Nagpur – 441110 | Rs.21264/-               |

WITNESSES:-

1) \_\_\_\_\_

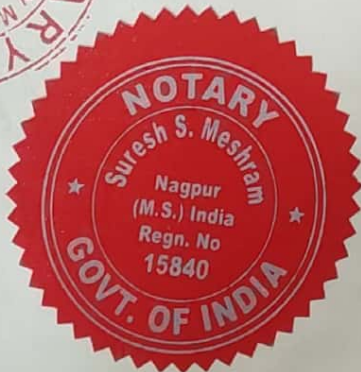


*V. D. Tendolkar*  
Datta Meghe College of Nursing,  
Nagpur, through its Principal  
Dr. V. D. Tendolkar.

2) \_\_\_\_\_

*Ripudaman Jogindar Uberoi*

*Ripudaman Jogindar Uberoi*  
M/s ALL STAR SERVICES,  
through Its Managing Partner  
Mr. Ripudaman Jogindar Uberoi



**ATTESTED**

*S. S. Meshram*  
Suresh Sadashiv Meshram  
Advocate & Notary  
Rani Durgawati Square,  
Complex, Flat No A-5, 1st  
Nagpur-17, Maharashtra

