

DATED 1st June, 2019

SERVICES AGREEMENT

BETWEEN

NAGAR YUWAK SHIKSHAN SANSTHA

AND

SMG INTERNATIONAL PVT LTD



Principal
Datta Meghe College of Nursing
Wandongri, Nagpur 441110



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Principal
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Wandongri, Nagpur 441110



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SERVICES AGREEMENT TO PROVIDE TRANSPORTATION

SERVICES TO STUDENTS OF NYSS

This **SERVICES AGREEMENT** is entered into on this 1st day of June 2019, by and between:

1. **NAGAR YUWAK SHIKSHAN SANSTHA**, a public trust registered under the Maharashtra Public Trusts Act, 1950 bearing registration no. F. – 1288 having its office at Nagpur, represented by its trustee Shri. Manish Dinkarrao Ingale, hereinafter referred to as “**NYSS**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the trustees for the time being of the said trust, the survivors or survivor of them and the heirs, executors and administrators of the last surviving trustee) of the **ONE PART**;

AND

2. **SMG INTERNATIONAL PVT LTD**, a private company incorporated under the Companies Act, 1956 having its office at 605, Shewalkar Tower, South Ambazari, Nagpur, represented by its directors (i) Shri Sandeep Vitthalrao Meghe and (ii) Shri Sayaji Vishwanath Jadhao, hereinafter referred to as “**Service Provider**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.



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3. The Service Provider is the owner of the Vehicles listed in Annexure 2, which hereinafter referred to and called as "the Vehicles" and the Service Provider is willing to give transportation services to the students of Educational Institutions run by the NYSS listed in Annexure 1.

The NYSS and the Service Provider are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

The Parties desire to record the terms and conditions on which the Service Provider shall provide the Services to the students of NYSS and other related understandings, in the manner set out hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES AND REPRESENTATIONS CONTAINED HEREIN, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, MUTUALLY AGREE AS FOLLOWS:



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1. SERVICES

1.1 Authorisation of the Service Provider

Subject to the terms and conditions of this Agreement, NYSS hereby appoints and engages the Service Provider, and the Service Provider hereby accepts the appointment, as an independent contractor for provision of the Services of transportation of students to NYSS in relation to the Identified Educational Institutions, for the consideration set forth in Clause 3 below.

1.2 Change in Scope / Service Fees

If any changes to the scope of the Services, and/or Service Fees of the Services, and/or to the additional terms and conditions upon which any Services are provided/availed are to be made, a "Request Form" requiring such change shall be executed after both the Parties reach to a mutual agreement on the same.

1.3 Discontinuation of any Services

NYSS may, at any time, request discontinuation of any one or more Services by providing a notice of 60 (sixty) days to the Service Provider. Such Services mentioned in the said notice shall automatically stand discontinued.



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2. OBLIGATIONS

2.1 Obligations of NYSS

- (i) During the term of this Agreement, NYSS shall provide such co-operation or assistance as may be reasonably requested by the Service Provider for enabling it to carry out its obligations under this Agreement.
- (ii) NYSS shall collect the Service Fees from the students of the Identified Constituent Institutions of NYSS on behalf of the Service Provider and shall transfer the amount collected to the account of the Service Provider. NYSS shall act only as a facilitator for collection of fees from its Students.

2.2 Obligations of the Service Provider

During the term of this Agreement, the Service Provider shall, unless otherwise agreed by the Parties in writing:

- (i) Provide the Services in compliance with the provisions of, (a) this Agreement; (b) the applicable Services Addendum; (c) the applicable Request Form, and (d) applicable Law;
- (ii) Service Provider shall meet all statutory compliances and all other liabilities under any existing statute or any statute that may be promulgated at any time in future.



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- (iii) Service Provider shall maintain all records as required under various statutes applicable. All such records shall be made available to NYSS authorized personnel at any time.
- (iv) The Service Provider shall take out comprehensive insurance policy of the Vehicles, Students and the Third Parties in order to keep NYSS and the Identified Educational Institutions indemnified against any contingent event, mishap or accidents.
- (v) It shall be the responsibility of the Service Provider to pay all RTO taxes and charges as well as fuel, toll charges, permit fees, fines/penalty by RTO regularly and timely.
- (vi) Service Provider shall bear all wear and tear and repairs / maintenance cost in case of vehicle break down.



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3. SERVICE FEES AND PAYMENT

3.1 Service Fees

In consideration of the Services to be provided by the Service Provider to the Identified Constituent Institutions of NYSS in terms of this Agreement, Service Provider shall be entitled to Service Fees as set out in Annexure 3.

Service Fees payable to the Service Provider will be recovered by NYSS and its Identified Constituent Institutions from its Students and paid over to the Service Provider. For this purpose, NYSS and its Identified Constituent Institutions shall maintain a separate bank account in which NYSS and its Identified Constituent Institutions shall deposit the collection from students and the same shall be transferred to the Service Provider.

Service Fees may be increased or decreased as per mutual agreement of both the Parties and after mutually agreed time period.

The base rate of Diesel will be Rs. 69.06/- with every increase/decrease in excess of 10% from the base rate as mentioned in the agreement, the service fees as set out in Annexure 3 of this agreement shall be adjusted upwards/downwards accordingly, if any.

4. TERM AND TERMINATION

4.1 Term and Termination

The initial term of this Agreement shall be a period of 10 (ten) years from the Effective Date ("Initial Term"). This Agreement shall remain valid and binding for the Initial Term and thereafter shall automatically renew on the anniversary of the Effective Date, for a further term of 10 (ten) years, unless terminated by either party.

This Agreement may be terminated by either Party by providing a notice of 60 (sixty) days to the other Party, without assigning any reasons for the same.

5. DISPUTE RESOLUTION

Any dispute or difference arising under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) and/or a Services Addendum, which is not settled by the Parties through negotiations, shall be referred to a sole arbitrator, mutually agreed to by the Parties and shall finally be resolved by arbitration. The seat or legal place of arbitration shall be Nagpur, India. The language to be used in the arbitral proceedings shall be English.



A handwritten signature in blue ink, appearing to be "V. G.", located above the Principal's name.

Principal

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6. **EMPLOYEES**

- 6.1 The Service Provider shall be solely responsible for disbursement of wages/salaries every month to its personnel and the Service Provider shall ensure compliance with applicable Law including applicable labour legislations, in relation to such personnel.
- 6.2 The Service Provider shall provide a competent driver and/or one attendant per Vehicle at its own cost to run the Vehicles and provide transportation services to NYSS. It shall ensure that the driver possesses a valid license and requisite skill to run the Vehicles. Similarly, during the time of absence of any of its staff, the Service Provider shall provide the timely replacement in place of the absent staff.
- 6.3 Service Provider shall not employ any person below the age of 18 years.
- 6.4 Any time, if the personnel employed by the Service Provider are found unfit by NYSS, they are liable to be replaced by Service Provider without demur and dispute.

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VG
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IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT
TO BE EXECUTED ON THE DAY AND YEAR FIRST WRITTEN BY THE
SIGNATURE OF THEIR RESPECTIVE REPRESENTATIVES

SIGNED FOR AND ON BEHALF of
NAGAR YUWAK SHIKSHAN
SANSTHA

SIGNED FOR AND ON BEHALF of
SMG INTERNATIONAL PVT LTD



Name: Shri. Manish D Ingale

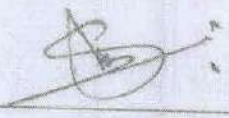
Designation: Trustee



Name: Shri Sandeep V Meghe

Designation: Director

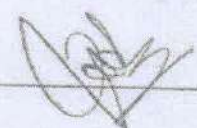




Name: Shri Sayaji V Jadhao

Designation: Director.

Witness:

1. 

2. 



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ANNEXURE 1

LIST OF CONSTITUENT INSTITUTIONS

SL. NO.	NAME OF THE CONSTITUENT INSTITUTIONS	ADDRESS OF CONSTITUENT INSTITUTIONS
1.	YESHWANTRAO CHAVAN COLLEGE OF ENGINEERING (YCCE)	WANADONGRI, NAGPUR
2.	RAJIV GANDHI COLLEGE OF ENGINEERING AND RESEARCH (RGCER)	WANADONGRI, NAGPUR
3.	SHRI DATTA MEGHE COLLEGE OF ARCHITECTURE (SDMCA)	WANADONGRI, NAGPUR
4.	SHRI DATTA MEGHE POLYTECHNIC (SDMP)	WANADONGRI, NAGPUR
5.	SHRI DATTA MEGHE AYURVED COLLEGE, HOSPITAL AND RESEARCH CENTER (DMAH)	WANADONGRI, NAGPUR
6.	SCHOOL OF SCHOLARS (SOS ATREY LAYOUT)	ATREY LAYOUT, NAGPUR
7.	DATTA MEGHE COLLEGE OF NURSING (DMCN)	WANADONGRI, NAGPUR
8.	DATTA MEGHE COLLEGE OF PHYSIOTHERAPY (DMCP)	WANADONGRI, NAGPUR
9.	SMT SHALINITAI MEGHE HOSPITAL (SSMII)	WANADONGRI, NAGPUR



(Signature)

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ANNEXURE 2

SCOPE OF SERVICES

SCOPE OF SERVICE	SR. NO.	IDENTIFIED EDUCATIONAL INSTITUTIONS	VEHICLE TYPE	VEHICLE NO.	CAPACITY (SEATER)	RTO PASSING
To provide service of transportation of students of the listed Institutions	1.	SCHOOL OF SCHOLARS (SOS ATTREY LAYOUT)	Bus - Swaraj Mazda	MH-27-A-9322	41+1	NAGPUR
	2.	YESHWANTRAO CHAVAN COLLEGE OF ENGINEERING (YCCE)	Bus - Swaraj Mazda	MH-31-CB-6273	41+1	NAGPUR
	3.	SHRI DATTA MEGHE COLLEGE OF ARCHITECTURE (SDMCA)	Bus - Swaraj Mazda	MH-31-CQ-1463	41+1	NAGPUR
	4.	SHRI DATTA MEGHE POLYTECHNIC (SDMP)	Bus - Swaraj Mazda	MH-31-CQ-1484	41+1	NAGPUR
			Bus - Swaraj Mazda	MH-31-CQ-1480	41+1	NAGPUR
			Bus - Swaraj Mazda	MH-31-CQ-1487	41+1	NAGPUR

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SCOPE OF SERVICE	Sr. NO.	IDENTIFIED EDUCATIONAL INSTITUTIONS	VEHICLE TYPE	VEHICLE NO.	CAPACITY (SEATER)	RTO PASSING
	5.	RAJIV GANDHI COLLEGE OF ENGINEERING AND RESEARCH (RGCR)	Bus - Swaraj Mazda	MH-31-CQ-1484	41+1	NAGPUR
			Bus - Swaraj Mazda	MH-31-CQ-1480	41+1	NAGPUR
	6.	DATTA MEGHE COLLEGE OF NURSING	Bus - Swaraj Mazda	MH-29-M-8045	41+1	NAGPUR
			Bus - Swaraj Mazda	MH-30-P-6122	41+1	NAGPUR
	7.	DATTA MEGHE COLLEGE OF PHYSIOTHERAPY				

(Signature)

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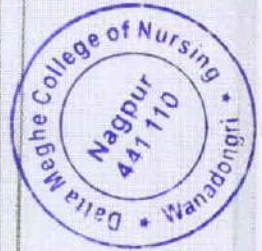
ANNEXURE 3

SERVICE FEES

Sr. No.	IDENTIFIED EDUCATIONAL INSTITUTIONS	VEHICLE TYPE	VEHICLE NO.	CAPACITY (SEATER)	RATE PER STUDENT KM
1.	SCHOOL OF SCHOLARS (SOS ATTREY LAYOUT)	Bus - Swaraj Mazda	MH-27-A-9322	41+1	Rs. 1.28
2.	YESHWANTRAO CHAVAN COLLEGE OF ENGINEERING (YCCE)	Bus - Swaraj Mazda	MH-31-CB-6273	41+1	Rs. 0.89
3.	SHRI DATTA MEGHE COLLEGE OF ARCHITECTURE (SDMCA)	Bus - Swaraj Mazda	MH-31-CQ-1463	41+1	Rs. 1.41
		Bus - Swaraj Mazda	MH-36-1140	41+1	
4.	SHRI DATTA MEGHE POLYTECHNIC (SDMP)	Bus - Swaraj Mazda	MH-31-CQ-1484	41+1	Rs. 1.02
		Bus - Swaraj Mazda	MH-31-CQ-1480	41+1	
		Bus - Swaraj Mazda	MH-31-CQ-1487	41+1	
5.	RAJIV GANDHI COLLEGE OF ENGINEERING AND RESEARCH (RGCR)	Bus - Swaraj Mazda	MH-31-CQ-1484	41+1	Rs. 1.06
		Bus - Swaraj Mazda	MH-31-CQ-1480	41+1	

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Sr. No.	IDENTIFIED EDUCATIONAL INSTITUTIONS	VEHICLE TYPE	VEHICLE NO.	CAPACITY (SEATER)	RATE PER STUDENT KM
6.	DATTA MEGHE COLLEGE OF NURSING	Bus - Swaraj Mazda	MH-29-M-8045	41+1	Rs. 1.45
7.	DATTA MEGHE COLLEGE OF PHYSIOTHERAPY	Bus - Swaraj Mazda	MH-30-P-6122	41+1	Rs. 1.45

(Signature)



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