



महाराष्ट्र MAHARASHTRA

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VZ 919745

25 FEB 2020

BEFORE NOTARY PUBLIC WARDHA (M.S.,

NOTARIAL REG.  
ENTRY NO. 2595  
DATE 21/1/2020

**AGREEMENT FOR COLLECTION, TRANSPORTATION,  
TREATMENT AND DISPOSAL OF BIO MEDICAL WASTE**

This agreement is executed on this 2<sup>nd</sup> day of April, 2020 at Wardha Between  
Dr. B. S. Garg, Secretary, Kasturba Health Society, Sevagram, Wardha - 442 102

Hereinafter called waste generator or PARTY NO. 1

AND

M/s SUPERB HYGIENIC DISPOSALS,

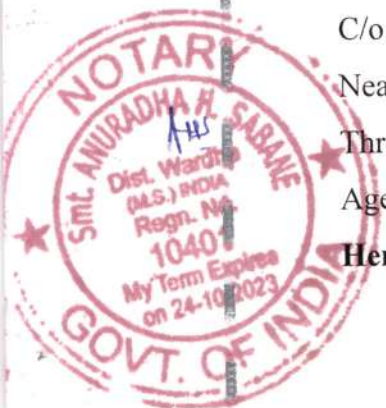
C/o. Mr. Bande, 8A, Damodar Colony,

Near Surendra nagar Basketball Ground, Nagpur

Through Mr. Atul S/o Marotrao Zoting, Managing Partner,

Aged about 40 years, Occupation – Business, R/o Nagpur

Hereinafter called as service provider or PARTY NO. 2



That, the service provider / Party No. 2 is having a Bio - Medical Waste Disposal Unit at **Kh. No. 133, Mauza, Bhandewadi, Nagpur** which is in association with **Nagpur Municipal Corporation**.

That, the waste generator / party No. 1 is having its Hospital in the Name of Kasturba Hospital attached to Mahatma Gandhi Institute of Medical Sciences run by Kasturba Health Society, a charitable organization having charitable objects in the field of research relating to education, health delivery to rural masses and other areas akin thereto.

On the request of Party No. 1, Party No. 2 has agreed to undertake the work of collection, transportation, treatment and disposal of Bio - Medical Waste generated in the Hospital / OPD / Laboratories of Party No. 1 on the following terms and conditions:

1. **Scope of Assignment:**

The area specified shall include –

Medicine Wards and OPD (New Medicine Building)

Surgery Wards and OPD

Orthopedics Wards and OPD

ENT Wards and OPD

Ophthalmology Wards and OPD

Pediatric OPD

Skin & VD Wards and OPD

Radiotherapy Wards and OPD

Psychiatry Wards and OPD

Anesthesiology – Operation Theatre

Microbiology Department and related sections

Pathology Department and related sections

Bio-Chemistry and related sections

Central Collection Laboratory

Trauma Centre and connected wards

Operation Theater Complex

Mother and Child Health Wing

Any other section generating Bio-medical waste shall be communicated to you as an addendum to the existing work order left out inadvertently.

2. Waste Generator hereby declares that in his Hospital, he is having beds for indoor patients and in house services like **Pathology, Blood Bank, X-ray unit and Multispecialty OPD**.
3. Service provider / Party No. 2 has accepted the work of collection, transportation, treatment and disposal of entire Bio - Medical Waste of the waste generator.
4. The Party No. 1 will arrange for non – chlorinated coloured plastic bags approved by Maharashtra Pollution Control Board/Central Pollution Control Board stocking and packing of Bio Medical Waste.
5. The waste generator or party No. 1 will arrange for collection and proper segregation of entire Bio-Medical waste generated in its various departments and wards as per the guidelines of the Bio – Medical Waste Management Rules 2016, and its segregation as per details annexed. Party No. 1 shall keep the material ready at the collection end point and Party No. 2 has agreed to collect the Bio - Medical Waste during 9 am to 6 pm or any other time, which may be mutually agreed upon. The Party No. 1 shall provide Bio - Medical Waste store room at end point.



6. Party No. 1 will pack the segregated Bio - Medical Waste as per rules at the collection end point in colour coded bags; label the said bags as per Schedule IV of the Bio - Medical Waste Management Rules, 2016 amended 2018 and 2019 as per Section 6, 8 and 25 of environment (Protection) Act, 1986.
7. The Party No. 2 shall collect Bio - Medical Waste ward wise, transport, treatment and dispose off the Bio - Medical Waste and for the purpose of collection shall engage / depute personnel and all such personnel shall be the employees of the Party No. 2.
8. Party No. 2 shall collect on daily basis the segregated Bio - Medical Waste generated.
9. That, the waste generator / Party No. 1 hereby agrees that they would pay service provider disposal charges, as per Annex. - I
10. Taxes such as contract sale tax, service tax etc. if applicable shall be to the waste generator's / Party No. 1 account.
11. The Party No. 2 should rise two separate monthly bills (One Original and one carbon copy) in the name of Kasturba Hospital and Party No. 1 shall pay bill on monthly basis.
12. That, no change or modification or waiver of any of the terms of this agreement shall be effective unless agreed to in writing and signed by duly authorized officer of each of the parties hereto.
13. Party No. 2, the service provider and Party No. 1, waste generator agree that this agreement is valid w.e.f. 1/01/2020 to 31/12/2023 and after the expiry of the said period of this agreement, the parties will renew the agreement on fresh terms and conditions as would be mutually agreed upon. Party No. 2 shall make a request application of two months prior of the expiry of the term of this agreement for renewal. Both the parties may terminate the contract by serving one month advance notice.
14. The Party No. 2 shall deposit an amount of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** as the Security Deposit in the Accounts Section of the Kasturba Health Society and the consideration for the assignment will be **Rs. 2,12,840/-** which will be paid by Party No. 1 if the assigned work is successfully completed by Party No. 2.
15. All disputes and questions in connection with this agreement arising between parties shall be referred to the arbitration of two arbitrators one to be appointed by each party and in case of their disagreement to an umpire appointed by the said arbitrator or in case of their default by the parties.



16. In the event there is any objection and / or notice for breach of the rules regarding transportation, treatment and disposal of bio medical waste, Party No. 2 shall be solely responsible in that behalf.
17. In case, the waste collection programme is not attended by the Party No. 2 for more than 2 days, a penalty of Rs. 1000/- per day shall be recovered from Party No. 2 by Party No. 1. Moreover, Party No. 2 shall have to redress the backlog by providing extra force on next day.
18. All the expenses with regard to stamp duty and registration charges if required and all legal expenses in respect of the preparation of the contract shall be exclusively borne by and paid by Party No. 2 i.e. Service Provider.
19. The Party No. 2, the Service Provider guarantees that Bio - Medical Waste shall be treated and disposed off in accordance with **Schedule I**, and in compliance with the standards prescribed in **Schedule II** completely at his own cost and for the same shall set up in accordance with the time - schedule in requisite Bio-Medical Waste treatment facilities like incinerator, autoclave, microwave system for the treatment of waste, or ensure requisite treatment of waste at a common waste treatment facility or any other waste treatment facility.
20. The Party No. 1 agrees to segregate the waste generated into containers / bags at the point of generation in accordance with **Schedule I** prior to its storage, transportation, treatment and disposal and Party No. 2 agrees to label the containers and carry information prescribed in **Schedule IV** during transportation which will be only such vehicle as may be authorised for the purpose by the competent authority as specified by the government.
21. Party No. 2 undertakes that no untreated Bio-Medical Waste shall be kept stored beyond a period of 48 hours and if for any reason it becomes necessary to store the waste beyond such period, Party No. 2 guarantees to take permission of the prescribed authority and take measures to ensure that the waste does not adversely affect human health and environment.
22. Party No. 2 shall maintain records related to the generation, collection, reception storage, transportation, treatment, disposal and/or any form of handling of Bio-Medical Waste in accordance with these rules and any guidelines issued and shall make them available for inspection and verification by the prescribed authority at any time.
23. In the event, Party No. 2 commits any default in the service, the Party No. 1 shall be at liberty to discontinue this agreement with prior written notice of one month.
24. This agreement is executed in Triplicate & one original signed copy will remain with Party No. 1.

#### 25. PENALTY CLAUSES

- (i) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract: Institute (KHS) reserves the right to forfeit the security deposits / performance guarantee etc.
- (ii) For any breach of contract, KHS, Sevagram or duly constituted committee by KHS, Sevagram shall be entitled to impose a penalty to the extent of Rs. 5000/-

only on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.

- (iii) If the lapse is repeated again the extent of penalty will be doubled on each such occasion. The decision of the said officer/committee in this regard shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below. (but these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).
- iv) Penalty will also be imposed if the personnel found indulging in smoking/drinking/sleeping during duty hours. The behaviour of personnel found is discourteous to anyone in the hospital including staff or patients.
- v) Penalty will also be imposed if any personal found performing duty by submitting a fake name and address.
- vi) If any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the Institute authorities.

26. In case you fails to commence/execute the work as mentioned in the work order or there is a breach of any terms and conditions of the contract the Kasturba Health Society reserves the right to impose the penalty as detailed below:

Offences	Penalties ( In Rupees)
Not found displaying photo ID	100/- per instance.
Worker not in proper Uniform	500/- per instance.
Indulging in smoking/drinking/ sleeping or any other misconduct during duty hours	1000/- with removal of the offender
Duty performed by a worker for more than one shift in 24 hours	With Due permission from the Sanitary Officer, linked to Biometric attendance system, Not more than 5% of the total attendance. Penalty of 200/- per instance in case of non-compliance
Unsatisfactory performance	Individual Complaint: 1000/- per instance Adverse report by ad hoc Committee for inspection: 5000/- per instance Adverse Monthly report: 10,000/- per report
Absenteeism/Under deployed	1000/- per instance
Complaints are not registered or not redressed	Complaints are not registered or not redressed
Absence of personal protective gears	200/- per instance

For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day
In case the services remain consistently unsatisfactory for a period of more than 2 weeks	Penalty of 5% of the annual contract value will be imposed

27. In case of any loss or theft, it shall be made good by the agency and in the event of failure on their part to do so within a period of one month, the loss shall be made good equivalent to purchase cost by encashment of security deposit and if the amount of loss or damage exceeds the amount of security deposit, then the amount will be recovered from the bill in one or more instalments. In the event of any dispute arising in connection with the interpretation of any clause in the terms and conditions of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator (Shri P. L. Tapadiya, Holding Trustee, Kasturba Health Society, Sevagram) appointed by the KHS shall have jurisdiction in connection with any dispute/litigation arising out of this contract).

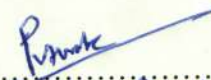
IN WITNESS WHEREAS the parties have put their signature on the day and year as above mentioned in presence of the following witnesses at Wardha.

  
PARTY NO. 1

Dr. B. S. Garg  
SECRETARY

SECRETARY  
Kasturba Health Society  
P.O. Sevagram, Wardha.  
Pin - 442 102  
WITNESSES

1.   
.....  
Sarang Kite  
.....  
Head Clerk (Land & Building)  
.....  
M.G. IMS, Sevagram.....

2.   
.....  
Pratul Kunde  
.....  
Plot Manager  
.....  
Super Hygiene Products WGP

  
PARTY NO. 2

Atul M. Zoting  
MANAGING PARTNER



**Attested**

  
2/4/2020

A. H. SABANE  
NOTARY  
WARDHA DIST (M.S.) INDIA

**Annexure-I**

Sr. No.	Type of Bio-Medical Waste	Mode of Disposal	Type of Unit	Rate	Monthly Weight Limit	Collection, Transportation & Disposal Charges Fixed Per Month
1	<b>Human Anatomical Waste, Microbiology &amp; Biotechnology Waste, Waste Sharp, Discarded Medicine &amp; Cytotoxic Drugs, Soiled Waste, Liquid Waste, Housekeeping &amp; Chemical Waste</b>	Incineration, Autoclaving, Shredding, Chemical Treatment, Effluent Treatment	660 Beds (Considering 70% occupancy of 934 beds)	Rs. 274/- per bed per month	5490 Kg Per Month	<b>Rs. 1,80,840/-</b>
			Pathology Lab	Rs. 3000/- month	30 Kg Per Month	<b>Rs. 12,000/-</b>
			Blood Bank	Rs. 3000/- month	30 Kg Per Month	
			Central Lab	Rs. 3000/- month	30 Kg Per Month	
			Cath Lab	Rs. 3000/- month	30 Kg Per Month	
			<b>Total Weight</b>		<b>6210 Kg per Month</b>	
2.	Employee	NA	2	Rs. 20000/- per month (for 2 employees)	NA	<b>Rs. 20,000/-</b>
					<b>Total</b>	<b>Rs. 2,12,840/-</b>

*B. S. Garg*  
**B. S. Garg**  
**SECRETARY**

**SECRETARY**  
 Kasturba Health Society  
 P.O. Sevagram, Wardha.  
 Pin - 442 102





महाराष्ट्र MAHARASHTRA

ADV. ANURADHA H. SABANE

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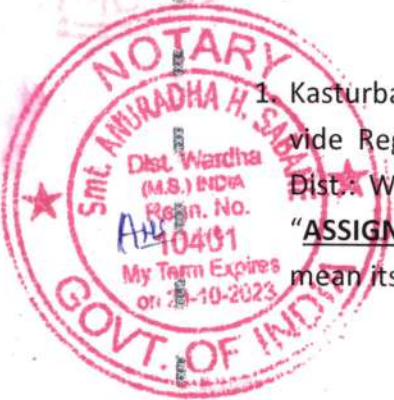
Handwritten notes and signatures in blue ink, including '28652', '29-11-21', and 'नकल दिनांक 20/12/21'.

AGREEMENT

This Agreement is made and executed at Sevagram on this 1<sup>st</sup> day of December, 2021 by and between

1. Kasturba Health Society {a society registered under Society Registration Act, 1860 vide Registration No. Maharashtra/95-64 (Wardha) having its office at Sevagram, Dist. Wardha} through its Secretary, Dr. B. S. Garg hereinafter referred to as the "ASSIGNER" which expression unless repugnant to the context shall include and mean its representative, office bearers, Administrators, Successors etc.

PARTY OF THE ONE PART



Handwritten signature in blue ink.



Handwritten signature in blue ink.



AND

2. M/s. Tops Management Resource Services Pvt. Ltd., Nagpur having its office at CII/BS/04, Commercial Complex, Vyankatesh Nagar Gate, KDK College Road, Nagpur – 400009 through its duly authorized Proprietor Mr. Krunal Dhote herein after referred to as "**ASSIGNEE**" which expression unless repugnant terms to context shall include and mean its successors, administrator, executors etc.

PARTY OF THE OTHER PART :

WHEREAS

The ASSIGNER, Kasturba Health Society, a charitable institution engaged in furtherance of its charitable objects, in the field of research relating to education, health delivery to the rural needy population & in other areas AKIN thereto and for that purpose has set up its own infrastructure facilities as well as engaged necessary personnel and the ASSIGNER has decided to get certain portion thereof duly executed on the principles of outsourcing from external agencies i.e. aspect of keeping the specified area free from contaminants and for that purpose has decided to outsource part of such aspect of keeping the specified area clean, hygienic and free from contaminants.

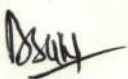
AND

The party of the other part approached the Party of One Part having required expertise & who expressed its interest and willingness for carrying out such assignment under its own control and supervision for the consideration specified herein after. This agreement of license is made for the period of 12 months w.e.f. **8/10/2021 to 7/10/2022**. Though the assignment is notarized today, the ASSIGNEE has already started his work since **8<sup>th</sup> October, 2021**.

AND

The **ASSIGNEE** has understood the process of the implementation of assignments embedded in addressing of keeping of specified area clean, hygienic and free from contaminants which are mentioned in **Annexure I** and for that matter has understood and studied the code of conduct, expected punctuality, Dress Code, necessary in performing the specific related assignment and has agreed to honour the same and implement it so as to keep the harmony in total process of cleaning.

The process of performance by the ASSIGNEE or by the authorized personnel deployed by him and the required cleaning agents, equipments, instruments, other paraphernalia for attaining the allotted outsourced assignment shall be procured, supervised & monitored by the authorized representatives of ASSIGNEE based on the overall observation, remarks, instructions, directives, etc., given by the ASSIGNER shall be carried out by the ASSIGNEE during the term of assignment without causing any break or raising any dispute or challenge relating thereto.





**AND**

The ASSIGNEE has agreed and assured that the level of efficiency that is expected in execution of the specified assignments at all times during the subsistence of term of Contract as agreed herein after shall be attained by him without requiring the ASSIGNER to insist thereupon.

**AND**

The ASSIGNEE has assured that it is equipped with requisite paraphernalia, personnel and/or shall appoint fixing their tenure and shall exercise the complete control, supervision, command and obedience, over such personnel and shall redress each of their grievances those shall be raised and flowing there from and shall exercise the required control over the subsisting presence of human resource at the assignment at his own cost and experience without claiming, any ingress, merger or absorption in what so ever manner either with the working of & manpower structure of the ASSIGNER in the context of terms and conditions agreed and those mentioned herein after.

**AND**

On having negotiated the terms and conditions in the matter, the ASSIGNER has decided to award an outsourced assignment to the ASSIGNEE for execution of specified assignments on the Principal of 'Turn Key Performance' which is being outsourced and the same have been reduced to writing as under:

 **NOW THIS AGREEMENT WITNESSETH AS UNDER**

**ASSIGNER** – Kasturba Health Society, actively engaged in furtherance of its charitable activities in the nature of education, training and research, in the field of medical education and in extending affordable delivery of health to the rural masses has decided to outsource the aspect of keeping specified area of its campus clean and free from contaminants thereof to **ASSIGNEE** who has agreed to execute the designated assignment under his own control, supervision and for that matter deploying the requisite equipments, paraphernalia, man power by scheduling the manner and mode for executing the assignment under his command and obedience and to setup requisite machinery for redressing the grievances of his man power at his own cost without getting ingress with or without depending upon the setup of the **ASSIGNER**. The terms and conditions mentioned herein after for the purpose of this assignment are agreed and accepted.

**ASSIGNEE** does hereby assure and declare that for the purpose of executing the vested assignment, it shall maintain a required level of efficiency, punctuality, discipline, standard of work and to observe the dress code, code of conduct which would be in harmony with that prevalent at the places of assignment those are stipulated by the ASSIGNER which are subject to modification from time to time and shall not in any manner act in defiance thereof and for that purpose it has already studied and understood the salient features embedded in the designated assignment necessary for successful attainment of the vested assignment up to the mark and level as per expectation of the ASSIGNER and therefore ASSIGNEE shall also be responsible to supervise, control and command successful execution of the assignment in the context of observations, remarks, directives given to it by the ASSIGNER from time to time and shall get the assignment completed in consonance thereto from his own man power and equipments, during the specified time schedule and has further assured the

ASSIGNER that it shall carry out timely and completely all those instructions, directives given to it without putting forward any excuse of whatsoever kind and shall not refrain on any pretext there from during the entire term of the assignment.

**3. Term of Assignment:**

**Duration:** The assignment shall commence w.e.f. 8<sup>th</sup> October, 2021 and shall subsist for a period of 12 months expiring on 7<sup>th</sup> October, 2022 unless otherwise terminated by serving an advance notice of one month or shall get terminated on the ground of non-compliance of any one or more conditions thereof.

**4. Working Conditions:**

A. With reference to the specified nature of assignment, the Society shall notify the place of working as per Annexure I, performance level including that mentioned in the Work Order KHS/1936 dated 4/11/2021 and level of efficiency and further that the ASSIGNEE shall ensure that all the components embedded in the nature of assignment specified above are complied with before and after resuming the assignment so assigned and shall further ensure that none of such assignments would be executed by availing the services of any person who is below the age of 18 complete years and above the age of 60 years.

The assignment of maintaining and keeping the premises clean and free from contaminants is related to health related activities & there shall not be any interruption in carrying out the said assignment for any reason including that on account of holiday, lack of human resource or consumables or for the reasons of heavy rains or hot sun or cold.

B. The ASSIGNEE shall submit a daily report of the general sanitation from the Sanitation Inspector / H.O.D., Department of Community Medicine or any other person deputed for the purpose based on the designated proforma to the ASSIGNER.

C. ASSIGNEE shall submit a daily report of personnel deployed on duty in all shifts, the status of the equipment and its utilization, and the chemicals and the consumables used to the ASSIGNER.

D. The ASSIGNEE shall demand monthly feedback report from the ASSIGNER's user areas.

E. A centralized complaint reporting and redressal mechanism will be maintained by the ASSIGNEE. The redressal has to be certified by the complainant.

F. The amount payable for the preceding month will only be released after certification of satisfactory performance. Penalty will be recovered from the preceding month bill or from the performance security amount. In case, it is recovered from the performance security amount then the ASSIGNEE will have to deposit the corresponding amount before release of further payments.

G. In case of any damage/loss/theft of property attributed to the personnel deployed by the ASSIGNEE the cost of the same will be recovered from the ASSIGNEE.



*AS/MS*

*AS/MS*

## 5. OTHER TERMS & CONDITIONS

- A. The ASSIGNEE shall obtain a license under Contract Labour Regulation & Abolition Act, 1970 (if applicable) and also submit a copy of such license duly attested to the ASSIGNER. No payments would be released till the contract license is submitted to the ASSIGNER. Moreover, he shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. It shall be the duty of the ASSIGNEE to get EPF code number allotted by Regional Provident Fund Commissioner (RPFC) against which the EPF subscription, deducted from the payment of the personnel engaged and employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. In the eventuality of the ASSIGNEE failing to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the ASSIGNER is entitled to recover equal sum of money from any payment due or accruing to the ASSIGNEE under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged. The ASSIGNEE shall issue EPF Pass Book/ESI card to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. The ASSIGNEE shall ensure compliance within 90 days of the award of work. If any change is required on part of ASSIGNER, a fresh list of personnel shall be made available by the ASSIGNEE after each and every change.
- B. It shall be the sole responsibility of the ASSIGNEE to abide by all statutory rules & regulations as applicable from time to time and no separate claims for the same shall be entertained by the organization.
- C. The ASSIGNEE shall mandatorily furnish proof of payment of all the legal entitlements to the workers besides wages on a monthly basis.
- D. If on account of non-compliance with the provisions of any laws, ASSIGNER is called upon to make any payment to or in respect of his employees, the ASSIGNEE shall fully reimburse to ASSIGNER all such payment and ASSIGNER shall be free to make deductions on this account from the amount of Security Deposit, in which case, the ASSIGNEE shall immediately pay to the ASSIGNER such amount as may be necessary to make up the required Security Deposit, or from the dues which may be payable by the ASSIGNER to the ASSIGNEE. The ASSIGNEE will sign an Indemnity Bond in favor of ASSIGNER to this effect. No liability whatsoever shall attach to the ASSIGNER on account of or any failure on the part of the ASSIGNEE to observe these regulations.
- E. In case any person engaged by the ASSIGNEE is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful activities or of nuisance value, the ASSIGNEE will have to replace such person with a suitable substitute at the direction of the competent authority of the ASSIGNEER.
- F. The ASSIGNER shall not provide any sort of accommodation to the personnel deployed by the ASSIGNEE and no cooking/lodging will be allowed in the premises of the ASSIGNER at any time.
- G. The ASSIGNEE shall be wholly responsible for any complaint of misbehaviour and misconduct by personnel of the ASSIGNEE that comes into the knowledge of the

ASSIGNER authorities, if any, the ASSIGNEE shall be responsible to make good for the losses owing to negligence or mishandling by the personnel employed by the ASSIGNEE.

- H. The ASSIGNEE shall not, at any stage, cause or permit any sort of nuisance in the premises of ASSIGNER or do anything which may cause unnecessary disturbance or inconvenience to patients & others working there as well as to the general public in the ASSIGNER's premises and near to it.
- I. Tax Deducted at Source (TDS) under section 194-c of the Income Tax Act, 1961 from the ASSIGNEE shall be deducted from the bills payable.
- J. The contract can be terminated by the first party by giving three month notice. The second party (the ASSIGNEE) if so desires to terminate the contract will be required to give six months' notice or till Institute makes alternative arrangements, whichever is earlier.
- K. The ASSIGNEE shall not engage any personnel below the age of 18 years or above the age of 60 years. All the personnel deployed by the ASSIGNEE shall be medically fit and their antecedent be verified prior to the deployment. Persons at higher risk should be vaccinated against Hepatitis 'B'.
- L. Any liability arising out of any litigation (including those in consumer courts) due to any act of ASSIGNEE's personnel shall be directly borne by the ASSIGNEE including all costs/compensation/damage/expenses/fines. The concerned personnel of ASSIGNEE shall attend the court as and when required.
- M. Any overpayment detected as a result of 'post payment audit' in respect of any work done by the agency or alleged to have been done by the agency under the tender, shall be recovered from the bills payable to ASSIGNEE or from his Security Deposit.
- N. The contract will be valid for a period of one year from the date of commencement which may be considered for further extension subject to satisfactory performance.
- O. The ASSIGNEE shall not engage any SUB-ASSIGNEE or transfer the contract to any other ASSIGNEE.
- P. The ASSIGNEE has to maintain all the appropriate records at his own cost as required by various Government Departments. In case of any violation of any statutory provisions under any applicable law related to the work, the liability of the same shall devolve on the ASSIGNEE and not on Institute.
- Q. The ASSIGNEE shall be responsible for all acts of omission/commission in the premises by their personnel during the course of discharge of their duties at the Institute & other premises. ASSIGNER will not be responsible for any mishap while dealing with the sanitation and housekeeping work during the described scope of work because of such acts of omission/commission.

R. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in campus/ premises & ASSIGNER reserves the rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the ASSIGNER on medical examination of such employees, shall be borne and paid by the ASSIGNEE.

S. The ASSIGNEE will immediately remove or replace any of its personnel whose work has not been found satisfactory or whose presence in the ASSIGNER's premises is considered undesirable by the authorities of the ASSIGNER.

T. The ASSIGNEE's work shall be executed under the H.O.D., Department of Community Medicine/Sanitation Inspector's supervision. The ASSIGNEE shall make arrangements to appoint Supervisor(s) at his own cost & provide them with a mobile connection who shall ensure speedy redressal of all complaints received regarding sanitation services.

U. The payment for services rendered shall be made every month on submission of bills. The ASSIGNEE shall disburse the wages to its personnel deployed every month through ECS or cheque.

V. The ASSIGNEE shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per attendance roll and all labour laws obligations have been complied with.

W. As per agreement contract for outsourcing agencies etc. the following documents, certificates, affidavits and verification etc. are required to be endorsed/sent with the bills submitted for payment.

(i) ASSIGNEE shall provide the list of IP numbers allotted by ESI authorities for each and every personnel deployed by them against this contract.

(ii) Particulars of the personnel engaged for the work are required to be submitted to ASSIGNER.

(iii) The ASSIGNEE shall ensure that all personnel deployed shall have valid bank account and payment is made to their accounts every month and certified copy of payment monitoring details of PF has to be submitted along with the bills by 15<sup>th</sup> of every month to the ASSIGNER along with his bills.

(iv) The ASSIGNEE has to submit adequate documentary proof of depositing of ESI, EPF and other Taxes if any with concerned authorities and has to submit an affidavit on non-judicial stamp paper of Rs. 10/- that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bill.

*ASU*

*Amul*

## 6. Force majeure

Any failure of omission or commission to carry out the provision of this Agreement by the ASSIGNEE arising from an act of God; which shall include acts of natural calamities such as flood, earthquake, from civil strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection shall not give rise to any claim by one party against the other provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.

## 7. Waiver

Any indulgence or concession granted by ASSIGNER at any time shall not alter or invalidate the terms of the contract nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further the failure of ASSIGNER to enforce at any time any of the provisions of the contract or to exercise any option which is herein provided, shall in no way be construed to be waiver of such provisions nor in any way affect the validity of the contract or any part thereof or the right of ASSIGNER to enforce the same in part or in entirety of it. Waiver, if any, has to be in writing.

**8. Control, Supervision, Command, Obedience:** For the purpose of executing and performing the vested assignments up to the expected level, the ASSIGNEE shall make the payment of the remuneration, wages, allowances, perquisites, and shall contribute to the specified funds in compliance of different statutory liabilities out of its own funds and shall exercise, complete control, supervision, command and shall address the grievances of his personnel without causing any demure of whatsoever nature, or referring the same directly or indirectly to the ASSIGNER nor shall he claim any compensation of whatsoever nature in such matter and thus shall for all practical and legal purposes the ASSIGNEE shall be the sole Employer and all such workforce shall be its employees.

The ASSIGNEE has agreed that it shall produce sufficient evidences, proofs in support of adequate compliances to the requirements of Provident Fund, Pension Fund, Professional tax, Service tax and other related statutory payment flowing from salaries remunerations, and wages, etc. which shall not be less than such rates as may be notified by the competent authority from time to time for the payment of minimum wages including rates of DA if any as the case may be and the copies of the requisite statements, returns, information as may be obliged by the respective laws for submission along with certificate(s) stating that the ASSIGNEE has complied with all such requirements or relevant inferable laws in the matter of this Assignment covered by this contract for attaining specified assignment or otherwise.

### ➤ Relationship between the ASSIGNER and ASSIGNEE:

Both the parties have explicitly understood that the nature of assignment being contract for Services {and not a contract of services} the relation flow from this assignment between the ASSIGNER shall always be in the nature of **Principal to Principal** and not that of **Principal to Agent**. The ASSIGNER therefore shall not be

termed as a Principal Employer under any pretext but the ASSIGNEE shall alone be the sole and only employer of the Human Resource engaged by it which may be deployed by it for the execution of outsourced assignment and the essence of the contract and thrust shall be on the true nature of relation i.e. on Principal to Principal-Basis.

#### 9. Segmented Assignments

The segmented assignments have been identified by classifying different categories depending on the nature and kind of assignment and the unit for fixing the consideration, attached to each category as agreed have been specified in **Work Order No. 1936 dated 4/10/2021** for a consideration of **Rs. 7,64,000/-** per month only.

#### 10. Variances

The lump sum consideration for one calendar month being inclusive of all the related tax commitments, obligations and liabilities will be as specified in the **Work Order No. 1936 dated 4/10/2021**. No increase will be considered on any account, pretext or for any reason except the increase in D.A. rate or those for contribution, subscription, fees etc., if any, that may be notified by any competent Authority during the validity of the term of assignment.

#### 11. Security Deposit:

The ASSIGNEE shall deposit a sum of **Rs. 2,00,000/- (Rupees Two Lacs Only)** with Finance and Accounts Department of KHS and shall produce the receipt obtained against such payment in the Secretary office of KHS, Sevagram as security against the performance of the contract which shall be refundable without interest on completion of the contract.

#### 12. Undertaking:

The ASSIGNEE shall furnish an Undertaking to the effect that it shall consider itself as a separate establishment independent of KHS, Sevagram and shall be the sole employer of human resource those shall be deployed by him for carrying out the specified assignment on our campus and shall comply with the requirements of Minimum Wages Act, EPF and MP Act, Death-cum-Retirement Gratuity Act, Service Tax and other related laws timely and completely without telescoping back to Kasturba Health Society. This undertaking should be given in the format of Agreement, as per the draft to be provided by KHS without any variation therein on a requisite non-judicial paper and get it notarized.

#### 13. Penalty:

##### ➤ Penalty Clauses

In case the ASSIGNEE fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the

*Asw*

*[Signature]*



ASSIGNER reserves the right to impose the penalty as detailed below:

Offences	Penalties ( In Rupees)
Not found displaying photo ID	100/- per instance.
Worker not in proper Uniform	500/- per instance.
Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	1000/- with removal of the offender
Duty performed by a worker for more than one shift in 24 hours	Not more than 5% of the total attendance. Penalty of 200/- per instance in case of non-compliance
Unsatisfactory performance	Individual Complaint: 1000/- per instance Adverse report by ad hoc Committee for such work

Adverse Monthly report:	5000/- per instance 10,000/- per report
Machine out of order/deploying lesser no. of machines	2000/- per machine per day
Wrong/Improper chemical	5000/- per instance
Absenteeism/Under deployed	1000/- per instance
Complaints are not registered or not redressed	500/- per instance
Absence of personal protective gears	200/- per instance
For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day
In case of delay in non-execution of contract after award of work up to 2 weeks delay	Penalty of 2% of the annual contract value will be imposed per week.
In case the services remain consistently unsatisfactory for a period of more than 2 weeks	Penalty of 5% of the annual contract value will be imposed

a) 2% of cost of order/agreement (Annual cost to ASSIGNER as quoted in tender) per week, up to 2 weeks delays for non-execution of contract after award of work.

#### 14. Mechanism for resolving the differences:

All those matters including that relating to any of the clauses of the Assignment Order and or quality and standard of performance of assignment and/or time schedule and/or deploying the unauthorized person or short of compliances to the requirements those specified as above, shall be referred to Shri. P. L. Tapadiya, Vice President, Kasturba Health Society, Sevagram who shall act as a sole arbitrator and his decision in all such matters shall be final and binding on the related parties and such decision shall not be subjected to challenge by the concerned parties before any forum including Court of Law.

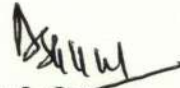
**15. Jurisdiction:**

For all matters related to this outsourced assignment, if necessary, shall lie within the jurisdiction of a Court of Law having jurisdiction over matters arising at Sevagram, Dist. Wardha.

**IN WITNESS WHEREOF PARTIES HITHERTO HAVE SET THEIR RESPECTIVE HANDS ON THIS DAY AND DATE MENTIONED ABOVE.**

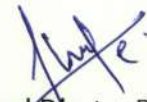
**SIGNATURE OF PARTY NO.1**




  
B. S. Garg,  
Secretary,  
Kasturba Health Society,  
Sevagram- 442 102,  
Dist. - Wardha, Maharashtra




**SIGNATURE OF PARTY NO.2**

  
Mr. Krunal Dhote, Director,  
M/s. Tops Management Resource  
Services Pvt. Ltd., CII/BS/04,  
Commercial Complex,  
Vyankatesh Nagar Gate,  
KDK College Road, Nagpur – 400009

**WITNESS:**

1.   
.....  
Sateang Kite  
Head Clerk (Land & Building)  
Secretary Office, KMS

2.   
.....  
Mahesh R. Balsaraf  
Js. Clerk, Secretary office

**For TOPS Management Resource Services Pvt. Ltd.**

  
Authorized Signatory



**Attested**

  
01/12  
2021

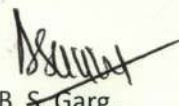
**Smt. A. H. SABANE  
NOTARY  
WARDHA DIST. (M.S.) INDIA**



## Annexure – I


Sr. No.	OLD CAMPUS	Sr. No.	NEW CAMPUS
	<b>Cleaning &amp; Sweeping of surrounding of following Areas/Offices</b>		<b>Cleaning &amp; Sweeping of surrounding of following Areas/Wards/Buildings</b>
1.	Secretary Office / Dean Office	1.	All OPD
2.	Ramdas Colony No. 1, 2, 3, 4 & 5	2.	Medicine Building
3.	Kabir Niwas	3.	MCH Wing
4.	Sardar Patel Hostel	4.	Palliative Care Building
5.	New Type – II Quarters	5.	Trauma Centre Area & New Medical Store
6.	Type II Quarters	6.	Four Wheeler Parking Area Near Medicine Building
7.	Kasturba Vidya Mandir	7.	Anatomy Department Side Gate
8.	Gajanan Colony	8.	JBTDRC
9.	Type III Quarters	9.	Road towards Hospital Entrance Gate & Gate in front of Sewagram Square
10.	Sr. Staff Quarters	10.	Mortuary
11.	Dharmanand Hostel & Ashadevi Hostel	11.	Psychiatry Ward & Skin Ward
12.	Kasturba Nursing School	12.	Athithi Gruh
13.	Adhyayan Mandir Surrounding	13.	Incinerator
14.	Birla Niwas	14.	Dietary Section & Laundry
15.	<b>Collection &amp; Disposal of Domestic Waste of following Areas Daily</b>	15.	Open area from Blood Bank to Overhead Water Tank (Adjacent to CSSD)
(i)	Entire residential Campus Area	16.	Road from Hospital Entrance to Hospital Canteen
(ii)	MLK Colony	17.	<b>Toilet Cleaning of following Buildings</b>
(iii)	New MLK Colony (Twice a week)	(i)	Cleaning of Patient's Toilets of all wards of Kasturba Hospital (4 times in a day)
(iv)	Kasturba Nursing College & Working Women Hostel	(ii)	Cleaning of 2 Namma Toilets (4 times in a day)
16.	<b>Cleaning of Toilets of following buildings</b>	(iii)	New OT Complex toilet Cleaning (Twice a day)
(i)	Toilets of Administrative Complex	(iv)	Toilet Cleaning of Medicine OPD, MCH OPD (Twice a day)
(ii)	New Guest House	18.	Cleaning of Old Auditorium Hall, S. N. Hall & Toilets during events
(iii)	P. Nayar Guest House	19.	Cleaning of Examination Hall & Toilets (During Examinations)
17.	Cleaning of Ground behind Secretary Office periodically & during events	20.	Cleaning of 2 lecture halls & toilets of New Auditorium Complex
18.	Cleaning of all dustbins of entire residential campus	21.	Cleaning of Corridors, Surrounding Area & Dustbins of Married PG Hostel
19.	Grass cutting & spraying of weedicides around all roadsides & buildings in the campus	22.	Cleaning of Corridors, Surrounding Area & Toilets of all blocks of J. N. Boys & J. N. Girls Hostel (Inclusive of grass cutting & spraying of weedicides)
		23.	Operating of 5 Composting Machines installed in KHS Campus
		24.	Grass cutting & spraying of weedicides around all roadsides & buildings in the campus
		25.	Grass cutting & spraying of weedicides around ETP area, STP area & Oxidation Pond area, ground behind Microbiology
		26.	Periodical cleaning of Samadhishthal surrounding areas & approach road (near Aarogyadham)
		27.	Periodical cleaning of Sevagram-Wardha road area from Administrative Office main gate to Aarogyadham Gate
		28.	Cleaning of all dustbins of entire outdoor campus
		29.	Collection of food waste from all wards

SIGNATURE OF PARTY NO.1

  
B. S. Garg,  
Secretary,  
Kasturba Health Society,  
Sevagram- 442 102,  
Dist. - Wardha, Maharashtra

**SECRETARY**  
 Kasturba Health Society  
 P.O. Sevagram, Wardha.  
 Pin - 442 102

SIGNATURE OF PARTY NO.2

  
Mr. Krunal Dhote, Director,  
M/s. Tops Management Resource  
Services Pvt. Ltd., CII/BS/04,  
Commercial Complex,  
Vyankatesh Nagar Gate, Nagpur

For TOPS Management Resource Services Pvt. Ltd.

Authorised Signatory

## Annexure II

Services to be executed by the outsource agency for maintenance of sanitation, hygiene & cleanliness


### Old Campus

1. Cleaning of all drains & sewer chambers
2. Removing blockages from toilets and bathrooms of Offices & Residential Quarters
3. Spraying insecticides
4. Clearing blockages and ensuring smooth flow of sewage water through gutters (Oxidation Ponds near Gajanan Colony)
5. Chlorination of all wells as per schedule given by Sanitary Inspector, Community Medicine Department

### New Campus


1. Spraying insecticides as per schedule given by Sanitary Inspector, Community Medicine Department
2. Cleaning of drains and removing blockages from toilets and bathrooms of entire Hospital & Hostel campuses
3. Disposal of dead bodies of animals
4. Arrangement for Shramdan Activities
5. Clearing of blue/green/all dustbins from the whole campus every day.

SIGNATURE OF PARTY NO.1

  
B. S. Garg,  
Secretary,  
Kasturba Health Society,  
Sevagram- 442 102,  
Dist. - Wardha, Maharashtra

SECRETARY  
Kasturba Health Society  
P.O. Sevagram, Wardha.  
Pin - 442 102

SIGNATURE OF PARTY NO.2

  
Mr. Krunal Dhote, Director,  
M/s. Tops Management Resource  
Services Pvt. Ltd.,  
CII/BS/04, Commercial Complex,  
Vyankatesh Nagar Gate, Nagpur

For TOPS Management Resource Services Pvt. Ltd.

  
Authorised Signatory

ASU