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मिसल-९९	तारीख- ३०/०९/२०२२

AGREEMENT BETWEEN PRINCIPAL EMPLOYER AND THE CONTRACTOR

This Agreement is made and entered into at Vallabh Vidyanagar on this 13 day of July, 2022 by and between M/s. SAMEER LAUNDRY CARE PVT.LTD. (Owners of the registered trademark brand LaundroMINT), registered under the provisions of Indian Companies Act 2013, through its authorized signatory Mr. SAMEER SHIRISH DEODHAR having Registered office at 302, KALPAVRIKSHA, 100 FT D.P ROAD, OFF. MHATRE BRIDGE, KARVENAGAR, PUNE-411052, hereinafter referred to as the 'Contractor') Party of the First Part

AND

The Registrar, Sardar Patel University, Vallabh Vidyanagar-388120 Gujarat (herein after referred to as 'Institute') Party of the Second Part.

WHEREAS, the Institute is engaged in imparting education at its Institute located at the aforesaid address at remote area and thus looking at the strength of the students and with a view to provide them better atmosphere, and also to fulfill their various day-to-day needs, the Institute has decided to hire the laundry services for students and in-house linen.

WHEREAS the party of the First Part is providing Laundry Services, and as such approached the Party of the Second Part and expressed their desire and willingness to provide laundry services to the students and in-house linen in the Hostel of Party of the Second Part at the Registrar, Sardar Patel University, Vallabh Vidyanagar-388120, Gujarat either themselves or through their authorized franchise holders.

AND WHEREAS after discussions and assurance by the Party of the First Part to provide good services to the best satisfaction of the students and or to the best satisfaction of the Party of the Second Part,





the Party of the Second Part agreed to take laundry services for their students and parent House by providing a self- service laundromat at the institute premises.

**M/s. Sardar Patel University
Vallabh Vidyanagar-388120, Gujarat**

on the agreed terms and conditions, as under -

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS: -

At the very outset it is clearly understood and agreed as under: -

- a) The singular includes the plural and conversely.
- b) A gender includes all genders
- c) Where a word or phrase is given a particular meaning other grammatical forms of that word or phrase have corresponding meanings
- d) Headings are included for convenience and do not affect the interpretation of this agreement
- e) Each party includes its successions and permitted assigns
- f) A reference to any statute or section thereof or schedule shall be read as if the words or any statutory modification or re-enactment thereof or substitution thereof was added to the reference.
- g) If any day is appointed or specified by this agreement for the payment of any money on a Sunday or other official bank holidays, the day so appointed or specified shall be deemed to be the next day which is not in turn a Sunday or day so appointed as a holiday.
- h) Academic year will be from 1st of July of present year to 30th June next year.
- i) **User(s)** in this agreement shall mean and include any person who are residing within the Institute premises, who are authorized by Institute authorities and are permitted to avail the services under this agreement.



1. The contractor agrees to execute, fulfill and discharge the works and obligations herein after provided in the manner herein after agreed to the entire satisfaction of the students at Hostel and also the management of the Institute. The works will include establishment of Laundry facilities as per **Annexure-I** or enhancement of the capacity of the machines and material as per the requirement of the institution.
2. The contractor will execute and efficiently handle the works entrusted to them in accordance with the specification as having been correctly execute and efficiently handed until it is approved by the Institute. The terms and conditions towards execution of this job would be as per
3. **Annexure-II.**
4. The contractor at their sole discretion will decide the number of workers to be engaged for execution of works and will alone be entitled to dictate such workers about the manner of the execution without any interference from the institution.
5. The Institute will not have any privity of contract with the employee/workers of the Contractor, except the contractor, and will give instructions to the Contractor and will have nothing to do or be concerned with the conditions of employment of the workers working for the contractor.
6. The institution/ Party of the Second Part is an institution, where no worker can consume alcohol, tobacco, smoke, & any other contraband items within the premises/ campus of the Party of the Second Part.
7. The contractor will submit a copy of relevant documents of the team working on campus to the management for information. The employees will be issued valid ID card from the contractor for ease of identification. If any employee of the contractor is found involved into suspicious acts, activities and or illegal acts and activities, the institute can ask him / her to leave the campus with immediate effect, with intimation to the contractor.
8. The Institute will not retain any control, supervision or the manner of the discharge (Except on the employee who has been discharged on account of misconduct), dismissal or retrenchment or re-employment of the workers engaged / employed by the contractor.
9. The contractor alone will be liable for due observation of the statutory conditions or requirement of labor laws as applicable to their workmen. The second party shall not be Responsible in any manner whatsoever.



10. It will not be obligatory on part of the contractor either to work personally for the execution of the job or to be present personally at the premises. Notwithstanding the aforesaid, the contractor will be required to be present as and when called upon by the Institute. The contractor will issue an escalation matrix to the institute mentioning the contact details along with email ids of the concerned team members of Contractor.
11. The contractor will ensure that they are covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees' State Insurance Act having its independent code number, if applicable. Thus, the Contractor will ensure that all the legible employees are covered under these Acts and or under all applicable laws, rules and regulations.
12. In case, the contractor or their workers are allowed to work at the premises of the Institute the contractor and or their workers/employees will have no right or lien whatsoever upon the premises and the contractor and their workers will move out of the premises at the instance of the institute, without any delay or without any question and arguments.
13. The Institute will not, in any manner be responsible for any acts, omissions or commissions of the workers engaged by contractor and no claim of any nature whatsoever in this respect will lie against the institute. If any such claim is made against the Institute by any workers or their heirs engaged / employed by the contractor, which the institute is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the institute premises or otherwise, the contractor will be liable to indemnify / reimburse the institute to the extent of the claim paid to the employee/ legal heirs, of contractor.
14. The duration of this contract is for a period from July, 2022 to June, 2027 and the parties will have a right to extend the period to any extent by mutual consent before the expiry of the stipulated period.
15. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, the institute will give reasonable time (one month) to the contractor to make amends, in case contractor fails to make necessary improvements institute is at liberty to revoke the contract by 60 (Sixty) days' notice in writing.
16. If any dispute or difference of opinion arises between the Institute and Contractor in relation to or in connection with this agreement, they will undertake negotiation in good faith with a view





to resolving the matter. In case of termination of contract by then Institute and or the Contractor during the academic year, both parties to conclude the agreement along with the end of respective quarter. The Institute will then give one-month advance notice to the contractor and will peacefully allow the contractor to take their workers/employees and machinery out of the premises. The Institute under no condition will have any ownership over the machinery and equipment brought in by the contractor. On termination of the contract the institute will allow immediate peaceful support for the contractor to take out their workers/ men and machinery from the institute campus.

17. The contractor is offering a self-service laundromat on pay per use by the students as per the financials mentioned in **Annexure 'III'**.
18. This agreement and any documents referred to herein constitute the complete, exclusive, and entire agreement between the parties, it may be modified by mutual consent in writing signed by both parties;
19. Any damage / loss of the student / staff clothes will be paid/ dealt directly by the contractor at their own cost.
20. This Agreement shall be construed, interpreted and governed by the laws of India and shall be subject to the jurisdiction of the courts in Anand, Gujarat. Parties shall endeavor to resolve any dispute arising under or related to this Agreement by mutual discussion. In the event that discussion is not successful in resolving any dispute between Parties that arises under or is related to this Agreement, such dispute shall then be referred to the decision of a sole arbitrator to be appointed in writing by Parties hereto. If they cannot agree upon a sole arbitrator within 30 working days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each Party to the dispute, and the third arbitrator to be appointed by the two arbitrators. Arbitration, whether by a sole arbitrator or by a three-member arbitral tribunal, shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Vallabh Vidyanagar shall be the venue for such arbitration proceedings and Language will be English.
21. Any notice, or communication by either party shall be in writing and delivered by hand/courier in the names of the respective persons in the addresses given above and by electronic transmission to the email address mentioned hereinafter and shall be deemed to have been served when delivered by hand or within 3 working days after delivery has been sent by prepaid post/courier on the given address, and notices, communications sent by



electronic transmission shall be deemed to have been served immediately upon the receipt.

Safety and Security: Institute agrees to keep the Products in safe custody and take all reasonable skill, care and diligence in handling the Products as it would employ while using its own Product. In order to prevent any loss in value or usability of the Product arising from usage of product except normal wear and tear or otherwise. The general safety & fire safety of the premises shall be the sole responsibility of the Institute. Institute shall be responsible for any loss or damage caused due to unauthorized/improper use or any physical loss due to any reasons whatsoever to any type of inventory including but not limited to IOT washing machine that may be kept in the Laundry premises. Institute agrees that any thefts and pilferage of the Products, if any, from the Premises shall be the sole and absolute responsibility of the Institute.

22. **Training to use Machine:** Company hereby agrees to provide Instruction Manual and marketing materials such as Booklets, leaflets etc. Company Agrees to educate the user of IOT Washing Machine for how to use Washing Machine.
23. **Limitation of Liability:** Under no circumstances shall the Contractor be liable for any special, indirect or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation of the Institute or any third party, arising from the performance or non-performance of any aspect of this agreement.
24. **Addresses for service notice or communication:**

First Party

Mr. SAMEER SHIRISH DEODHAR,

Address:

M/s. SAMEER LAUNDRY CARE PVT. LTD.

Registered office at 302, KALPAVRIKSHA,
100 FT D.P ROAD, OFF. MHATRE BRIDGE,
KARVENAGAR, PUNE-411052

and

Second Party

The Registrar,
M/s. Sardar
Vallabh Vidyanagar-388120, Gujarat

Patel



ANNEXURE 'I'

- Laundry Facility to be installed by the contractor for:
 - a. **Hostel – for serving 450 girl Students**
 - High-capacity professional washer- 2 Nos.
 - High-capacity professional dryer – 2 Nos.
 - Ironing facility.

The contractor to increase the machines and manpower in congruence to increase in student count as informed by party of the second part atleast 3 months in advance.

ANNEXURE 'II'

Terms & Conditions of the contract:

General:

- **Smart Laundry:** A unique concept of In-Campus Institute Laundromat wherein Company shall provide free of cost IOT based Washing Machines which will be operated by on site users (Institute resident students & staff members) through Company own developed Smartphone application or User card provided by Company.
- Basic Infrastructure & Interiors to be provided by the Institute. This will include providing suitable and sufficient, enclosed and lockable space near hostel –Approx. 500 Sq. Ft. (for 500 students), with electricity, water & drainage and lighting, The electrical, plumbing, drainage and exhaust points to be done by institute as per layout given by contractors. The area of facility to be increased as per increase in demand.
- The cost of electricity consumed will be paid by the contractor at actual on a monthly basis by measuring the usage with a sub meter installed by the institute.
- The contractor will be a rent of Rs.7500 per month (GST as Applicable Extra) for the said space for a period of 10 months every year.
- Actual energy consumption is set off against miscellaneous expenses on the monthly bases.
- The said facility should be lockable with proper security arrangements.
- The prices mentioned below will be valid for the academic year 2022 - 2023.
- Maintenance and Service of equipment will be taken care of by contractor.
- Laundromat will have a one weekly off in addition to Govt. Statutory Holidays, as mutually agreed upon.





Financials: (Annexure III) : Self Service Laundromat for Students

<u>PRICING DETAILS</u>	
PER WASH CYCLE UPTO 6 KG	RS. 95
PER DRY CYCLE UPTO 6KG	RS.95
For blankets & Bedsheets:	
PER WASH CYCLE UPTO 6 KG	RS.95
PER DRY CYCLE UPTO 6KG	RS.95
*blankets and bedsheets not be mixed with regular clothes.	
IRONING:	RS. 5 PER PIECE FOR REGULAR CLOTHES
Price Validity	12 months
Contract Period	5 years

Notes:

1. Detergent to be brought by the students or purchased from Laundry at Rs.10 per wash. Standard branded detergent will be available at the laundry.
2. Laundry Bags – Students can purchase laundry bags from the Laundry @Rs.100 per bag
3. Students to put their own clothes in the washers/dryers and remove them after completion of the cycle. The app will give a notification 5 mins prior to completion of the cycle. If the student does not remove his clothes, after completion of the cycle, the same will be removed and kept aside by the laundry supervisor.

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- The institute commits that there will not be any other laundry service provider allowed within the campus premises during tenure of the contract.
- The centralized laundromat facility will be open from 10 am to 6 pm. [Except weekly off]

Payment terms:

- The said model is on PREPAID -pay per use basis by the students directly via mobile app.
- The contractor will provide one supervisor for assistance and taking care of the machines.
- Rate increments will be pre-discussed and decided jointly with the management in April'2023.
- The branding will be designed and put up by the contractor in a specific way to communicate the features of the laundromat to the students. Logo of the institute will be put in the branding with prior permission from the institute.
- CCTV will be installed by the contractor.
- The Institute to provide a strong broadband internet connection charges for the same will be paid by the contractor at actuals, for the laundry for monitoring of CCTV & OPERATION OF I.O.T Based Machines.

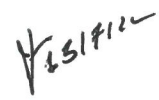
In witness whereof, this Agreement is executed at Vallabh Vidyanagar on the 13 day, JULY month and 2022 year above written.

Party of the First Part (Contractor)

Party of the Second Part (Institute)

SAMEER LAUNDRY CARE PVT. LTD., PUNE

Sardar Patel University



DIRECTOR

REGISTRAR



Witnesses:

1. **SAMEER KAVERKAR** 

2. **Bhawik A Patil** 

BA Patil
13/3/22



INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

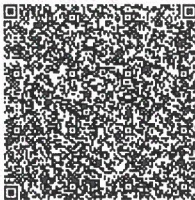


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Certificate No. : IN-GJ96074986381330U
Certificate Issued Date : 13-Jul-2022 03:33 PM
Account Reference : IMPACC (AC)/ gj13061711/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJ1306171122832569829045U
Purchased by : SAMEER LAUNDRY CARE PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SAMEER LAUNDRY CARE PVT LTD
Second Party : REGISTRAR SARDAR PATEL UNIVERSITY
Stamp Duty Paid By : SAMEER LAUNDRY CARE PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



₹300

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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. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.