

AND

Mr. Amit Vijay Raskar, Nirmiti Classic, Flat. No. 5, B-Wing, Ganesh Nagar, Pimple Nelakh, Pune-27, Age : about 34 Years, a Bus service contractor hereinafter referred to as "Contractor" (which expression shall unless repugnant to the context or meaning thereof shall mean and include or shall be deemed to mean and include its office bearers, administrators & assigns etc.).

.....THE PARTY OF THE SECOND PART

WHEREAS, Bharati Vidyapeeth is a Public Charitable Trust registered under No. F/277-Pune under the Bombay Public Trust Act, 1950 with its main objects being imparting education including primary and secondary education, its motto being " social Transformation through Dynamic Education."

AND WHEREAS, Bharati Vidyapeeth has number of schools situated at various places all over Maharashtra.

AND WHEREAS, the Contractor has reputation in the field of transportation and provide bus service facilities to the School students in particular.

AND WHEREAS, the constituent units of Bharati Vidyapeeth's School Management felt it necessary to have such facility of school bus services to its students at various schools.

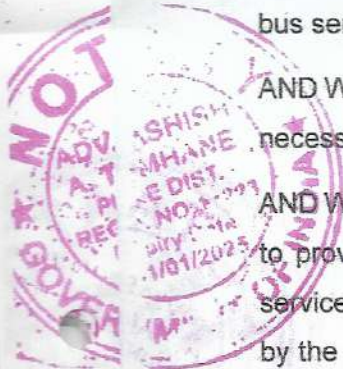
AND WHEREAS, the Contractor herein approached the School Management and offered to provide bus services to its students at certain service charges on the payment of service charges fixed by the School Management on pro-rata basis which are to be paid by the parents of the students availing of facility of Bus service to facilitate and fulfil the above need of school Management concerned.

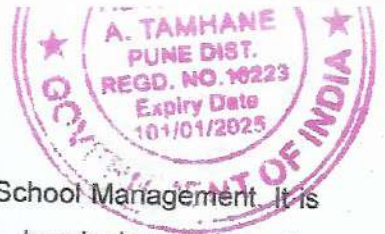
AND WHEREAS, the School Management found the offer of the Contractor quite reasonable.

AND WHEREAS, in view of the above both the parties hereinabove thought it prudent to reduce the terms and conditions of this Agreement into writing as hereinafter:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) Responsibilities of the Contractor:
 - a) The Contractor shall provide the number of buses as required from time to time with the name of concerned School of Bharati Vidyapeeth as specified by the School Management painted thereon on each bus. The timings of the buses to be plied in the service of the School will be specified by the School Management from time to time in writing. The buses are to be plied on the





days during the academic year specified by the School Management. It is specifically understood between the parties hereinabove that the incorporation of the name of the " Bharati Vidyapeeth's School " on the bus is only for the purpose of identification of the bus and not otherwise. The Contractor shall not make directly or indirectly the use of the name of Bharati Vidyapeeth or its School for any purpose than the one mentioned above and he will be liable for legal action if he does so.

- b) It will be the responsibility of the Contractor to see that the buses are plying regularly and to see that the students registered for the bus service are picked up in time from the spots determined by the School Management and take them back safely to the appointed destination after the classes are over. It will also be the responsibility of the Contractor to see that the safety of the students is taken care of by his employees while the students are in their custody.
- c) It will be the responsibility of the Contractor to see that he himself, the Drivers and the Cleaners of the buses follow strictly all the provisions of the Motor Vehicle's Act, 1988 amended from time to time.
- d) It will be the responsibility of the Contractor to maintain the RC/TC books of the bus up to date and to pay all the insurance and requisite taxes regularly. It will be the responsibility of the Contractor and the Driver concerned to keep the driving license as valid. Xerox copies of the RC/TC books and driving licenses should be provided to the School Management by the Contractor for the purpose of record.
- e) It is understood that the Contractor is under obligation to make alternative arrangement in case he is unable to provide bus services on a particular day on a particular route.
- f) The names and addresses of the appointed Drivers and Cleaners who will be with the school buses should be notified to the School Management by the Contractor.
- g) The School Management will have the authority to take the note of complaints of parents / students with regard to the bus services and to give instructions to the Contractor accordingly which he will have to follow.
- h) The responsibility will lie with the Contractor in case the Driver and/or the Cleaner violate the rules of the traffic and cause directly or indirectly damage to the lives and property of other people by their actions of omission and commission. In case criminal / civil cases are filed against them, the School Management, the students and the parents will have no





responsibility in this regard. It will be the obligation of the Contractor to deal with such cases and to bear the costs and consequences thereof.

- i) It will be the responsibility of the Contractor to appoint those persons as Drivers and Cleaners who are having good character, good nature and who are free from any addiction of drugs, liquor etc.
- j) From the safety point of view, it will be the responsibility of the contractor to see that the drivers & conductors appointed by him will not use mobiles phone while they are on duty.
- k) It will be the responsibility of the Contractor to carry out the servicing and cleaning of the buses at his costs from time to time and as and when required, and to maintain them in good working conditions.
- l) The Contractor should provide a well equipped first aid box in each bus and the Drivers and Cleaners should have training in giving the first aid in case of accidents. In the event of unfortunate accident it will be the responsibility of the Driver, Cleaner concerned and Contractor to provide medical treatment/hospitalization immediately and report the accident to the Police.
- m) It will be the responsibility of the Contractor to provide necessary tools and accessories of the bus, viz. Stephaney, Jack, tyre etc. in the bus readily available.
- n) The Contractor should provide specified uniforms to its Drivers / Cleaners/Conductors at his cost & they should wear the same while on duty.
- o) Fuel, diesel, petrol, air, maintenance and other recurring expenses are to be borne by the Contractor,
- p) The Contractor shall appoint a lady attendant in every bus to take care of girl students.

2) Compulsory insurance:

It will be the responsibility of the Contractor to take out valid insurance of the vehicle as per the provisions of the Motor Vehicles Act, 1988 as amended up to date and the accident insurance also covering risk of untoward incidents and pay such requisite insurance premium/premia from time to time.

3) Indemnity:

The Contractor hereby indemnifies the School Management and Bharati Vidyapeeth and its Constituent Units in an unfortunate event of a fatal accident if occurring, and resulting into death/injury of Driver/Cleaner/Conductor/Students any third person or any other traveler from the costs and consequences thereof under the prevailing laws.





4) Service Charges:

It will be the responsibility of the contractor to collect the service charges as fixed up by the School Management directly and the School Management will not have any responsibility in this regard.

5) Period:

This Agreement will be valid from 08/01/2024 to 07/12/2024 (eleven months) and will be renewed after the expiry of the term at the discretion of the School Management.

6) Notice Period :

This Agreement may be terminated by either of the parties before the expiry of the Agreement period by giving one month notice in writing in lieu of service charges of two months to be paid.

7) Ownership:

It is specifically understood between the parties that the ownership of the buses ^ shall remain exclusively with the Contractor.

8) Rights of School Management:

- a) The Contractor shall accommodate in a bus the number of students as fixed up by the School Management. In case the numbers of students are increased than the specified capacity, the Contractor shall provide additional buses.
- b) If there are repeated complaints against a particular Driver/Conductor and/or Cleaner the School Management will ask the Contractor to replace him/them by another which the Contractor will have to do.
- c) The School Management will have a right to get the Driver medically examined if he is suspected of consumption of liquor or any other drugs.

9) Obligation to follow Labour Laws :

- a) The Contractor should follow all the provisions of labour laws applicable from time to time and provide weekly off to Drivers/Conductors and Cleaners and provide ESI, PF, etc. to its Drivers/Conductors and Cleaners. In case of violation of labour laws by the Contractor, the Contractor shall indemnify Bharati Vidyapeeth and its constituent units and the school management from the costs and consequences thereof in such event.
- b) It is specifically understood by and between the parties hereinabove that there will be no "employer-employee" relationship between the Drivers/ Conductors/ Cleaners of the Contractor and Bharati Vidyapeeth and its

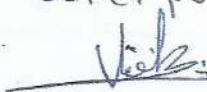
constituent units, School Management. The Drivers/Conductors and Cleaners will be on the pay-roll of the Contractor only.

10) Dispute:


- a) In case of dispute arising between the parties it will be as far as possible settled amicably. In case of dispute being not settled, the decision of the School Management shall be final and binding.
- b) Only the Court / Tribunal at Pune will have jurisdiction to resolve the dispute.

IN WITNESS WHEREOF, the parties hereinabove have set their respective hands, seals and signatures on the day, date and year first written hereinabove.

WITNESSES:


1] Vicky Bhande
Baner pune.




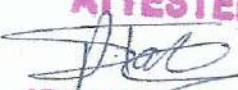

Bhavana Rai
Principal,
Bharati Vidyapeeth English Medium School,
Balewadi, Pune 411 045
School Management
THE PARTY OF THE FIRST PART

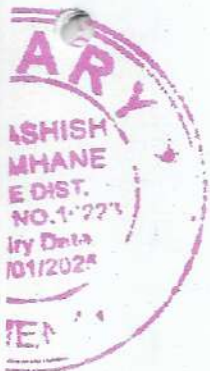
2]

Mr. Ashish Arjun Tamhane
Advocate & Notary
Su. No. 183, Hartkumum Bangla,
Tamhane Complex, Baner, Taluka-Haveli,
District -Pune -45.


Amit Vijay Raskar
Pimple Nelakh, Aundh Camp,
Pune 411 027
THE PARTY OF THE SECOND PART

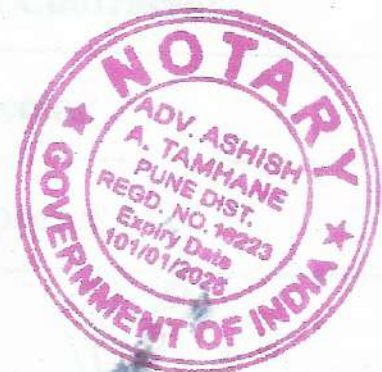
NOTED & REGISTERED
AT SR. NO. 20/2024
DATE 08/01/2024

ATTESTED

ASHISH ARJUN TAMHANE
NOTARY, GOVT. OF INDIA
PUNE
REGD. NO. 14 '13



Following buses are in my under for your school service.

Sr.	Bus No.	Route
1.	MH12FC 3816	Kaspale waste, Vishal nagar,
2.	MH14KA 5430	Himple Nilakh, Baner, Balewadi
3.	MH14CW 3174	Punawale, Malheerji, Hinjewade, Balewadi,
4.	MH14CW 3173	Aandli, Shomeshwar wadi, Baner.
5.	MH12KR 1001-	Pashan, Baner, Balewadi
6.		
7.		
8.		



Phone : (020) 20255845



: FOUNDER :

DR. PATANGRAO KADAM

M.A., LL.B., Ph.D.

BHARATI VIDYAPEETH

ENGLISH MEDIUM SECONDARY
& SENIOR SECONDARY SCHOOL

Balewadi, Tal. Haveli, Dist. Pune - 411 045.

CBSE Affiliation No. 1130176

: PRINCIPAL :

Ref. No. : BV / EMSB /

Date : / / 20

SCHOOL COMMITTEE

Sr.No.	Name	Designation
1	Mrs. Bhavana Rai	Chairman
2	Mrs. Meera Singh	Teacher Re Presentative
3	Mrs. Shital Pattil	Teacher Re Presentative
4	Mr. Ramesh Karade	Non Teaching Re Presentative
5	Mr. Anand Mulik	Non Teaching Re Presentative
6	Mr. Rajeshkumar Jha	PTA Members
7	Mrs. Abha Kiran Sharma	PTA Members
8	Mr. Amit Raskar	Transport Contractor
9	Mr. Santosh Zagade	RTO Inspector
10	Mr. Shafik Pathan	Police Inspector



PRINCIPAL

Bharati Vidyapeeth English Medium
Secondary & Senior Secondary School

Balewadi, Pune - 411 045.