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Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110

NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588 Website : www.ycce.edu E-mail : principal@ycce.edu

## Summary of 7.1.5

Green campus initiatives include:

1. Restricted entry of automobiles

2. Use of Bicycles/ Battery powered vehicles

3. Pedestrian Friendly pathways

4. Ban on use of Plastic

5. landscaping with trees and plants



Dr. U. P. Waghe (Principal)

Principal Yeshwantrao Chavan College of Engineering Wanadongri Hingna Road, NAGPUR - 441110

### INDEX

### 7.1.5

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# Notice Restricted entry for Students Vehicles 2020-21

Nagar Yuwak Shikshan Sanstha's



Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110 NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588 Website : www.ycce.edu E-mail : principal@ycce.edu

Ref: YCCE/2020-21/100

Date 12.08.2020

#### **NOTICE**

#### **RESTRICTED ENTRIES FOR STUDENTS VEHICLES**

This is to inform all admitted students of BE and M.Tech that students vehicle parking is provided at the main entrance gate of YCCE. Separate vehicle parking managing manpower is deployed by the engaged contractor for student's vehicle parking arrangement.

Therefore, all students to note that entry to individual vehicle (two wheeler / four wheeler) is restricted in the campus. Students are therefore, required to park their vehicle at the Parking Stand only. Only, Vehicle of physically challenged students are permitted in the campus.

Further to inform students that College has provided Bicycles and Battery powered vehicles in front of Admin Block, for movement of students from one department to another departments. However, from physical fitness point of view, students are encouraged for walking at the pedestrian friendly pathways built up in the campus. Battery powered vehicle to be used by physically challenged students or needy students, visitors, old age parents.

Dr. U.P. Waghe) Principal

То

- HOD CE, ME, EL, CT, IT, EE, ETC, PHY, CHEM, MTHS, 1st YR COORDINATOR
- DEANS- SA / P&D/ AM /T&P / REASEARCH
- **REGISTRAR**
- ADMIN OFFICER

Notice Bicycles/ Battery Powered Vehicles 2020-2021 Nagar Yuwak Shikshan Sanstha's



Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110 NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588

Website : www.ycce.edu E-mail : principal@ycce.edu

Ref: YCCE/2020-21/ 729/A

Date 12.08.2020

#### **NOTICE**

#### **BICYCLES AND BATTERY POWERED VEHICLES**

This is to inform all admitted students of BE and M.Tech that College has provided Bicycles and Battery powered vehicles in front of Admin Block, for movement of students from one department to another departments. However, from physical fitness point of view, students are encouraged for walking at the pedestrian friendly pathways built up in the campus. Battery powered vehicle are also provided for all students, however, preference be given to physically challenged students, old age visitors, parents / guardian of students.

То

- HOD CE, ME, EL, CT, IT, EE, ETC, PHY, CHEM, MTHS, 1st KR. GOORDINATOR
- DEANS- SA / P&D/ AM /T&P / REASEARCH
- REGISTRAR
- ADMIN OFFICER

(Dr. U.P. Waghe) Principal Yeshwantrao Chavan 1°E XR-GOORDINATORg Wanadongri Hingna Road NAGPUR-441110 Notice Pedestrian Friendly Pathways 2020-2021 Nagar Yuwak Shikshan Sanstha's



Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110 NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588 Website : www.ycce.edu E-mail : principal@ycce.edu

Ref: YCCE/2020-21/ 730 - A

Date 12.08.2020

#### NOTICE

#### PEDESTRIAN FRIENDLY PATH

This is to inform all admitted students of YCCE that for internal movement from one department to other department all should use pedestrian friendly pathway available in the campus. Teaching and non teaching staff members are also encouraged to utilize those pedestrian friendly pathway for movement, for convenience of all.

To

- HOD CE, ME, EL, CT, IT, EE, ETC, PHY, CHEM, MTHS, 1st YRCOURDINATOR DEANS, SA / P&D / AM /T&P / REASEARCH College of Engineering
- DEANS- SA / P&D/ AM /T&P / REASEARCH
- REGISTRAR
- **ADMIN OFFICER**

Wanadongri Hingna Road NAGPUR-441110

(Dr. U.P. Waghe) Principal Principal

## Notice Aviod use of Plastic Bags 2020-21

Nagar Yuwak Shikshan Sanstha's



Yeshwantrao Chavan College of Engineering

(An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110 NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588 Website : www.ycce.edu E-mail : principal@ycce.edu

Ref: YCCE/2020-21/99

Date 12.08.2020

#### **NOTICE**

#### AVOID USE OF PLASTIC BAGS

This is to inform all the students and staff members of YCCE that singleuse plastic bags and polythene bags are to be avoided in our daily use. Polythene bags with thickness less than 50 microns are banned in various countries since it is harmful to our environment and our animals. Few of the reasons, why we all should avoid use plastics, are as under –

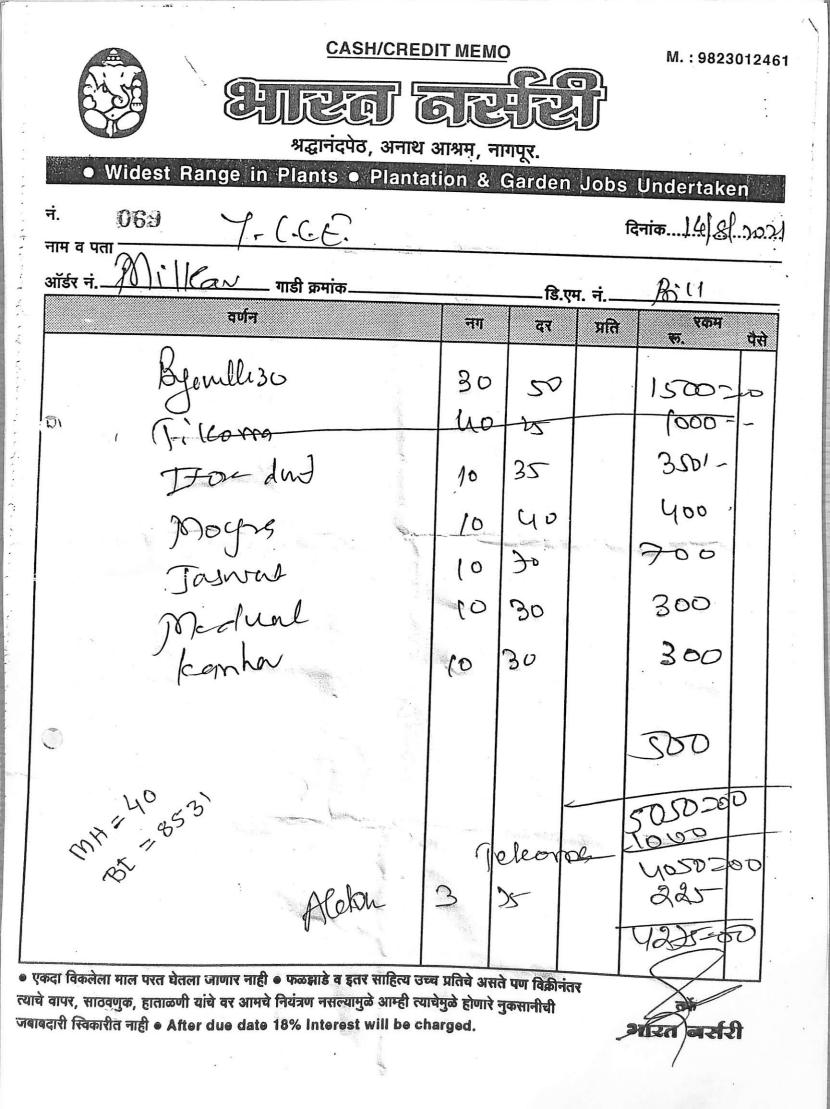
- Plastic bags are not easy to recycle
- Plastic bags are expensive and hard to remove from environment
- Plastic bags are harmful to human health
- Plastic bags are harmful to wildlife and marine life
- Plastic bags are toxic
- Plastic bags do not degrade
- A lot of energy is used in producing these bags
- Those bags are made from non renewable sources and on this account, highly contribute to climate change
- Plastic bags pollute not only our water but also our land

It is therefore appealed to all stakeholders, students and staff members of YCCE to make a resolution to avoid using plastic bags and polythene bags. Instead we will carry our own bags which are acceptable, environment friendly like cloth, weave, knit, handicraft etc. Say 'NO' to Plastic Bags from today.

4r (Dr. U.P. Waghe) Principal

То

- HOD CE, ME, EL, CT, IT, EE, ETC, PHY, CHEM, MTHS, 1st YR COORDINATOR
- DEANS- SA / P&D/ AM /T&P / REASEARCH
- REGISTRAR
- ADMIN OFFICER



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GARDEN EXPENCES 7			J			

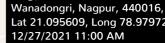
# Landscaping with Trees & Plants



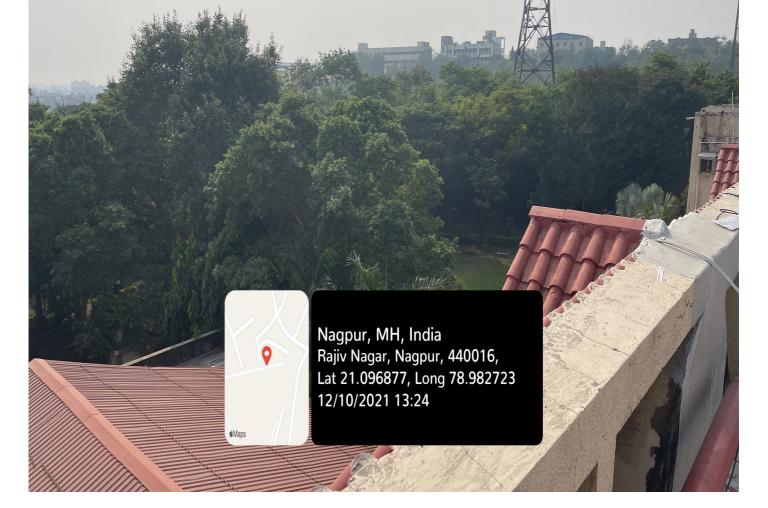


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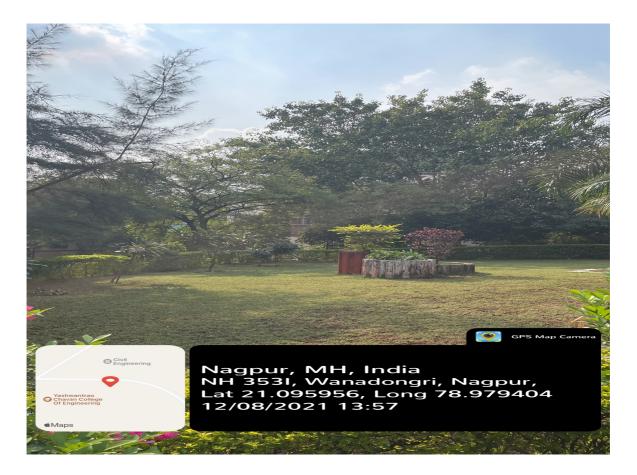


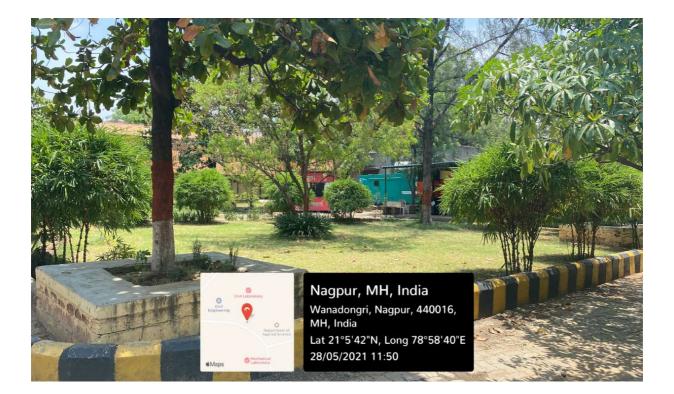
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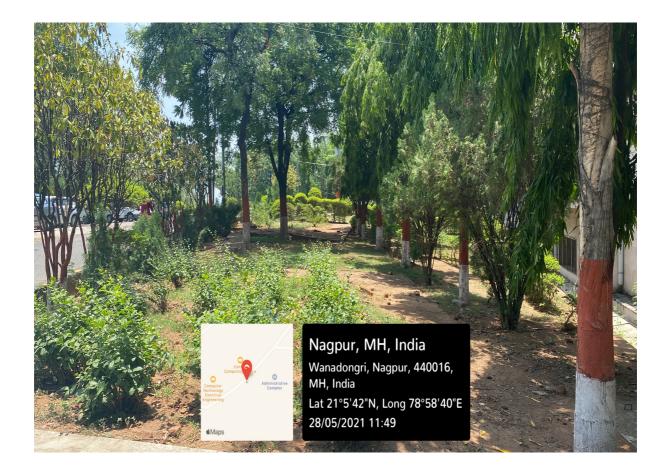




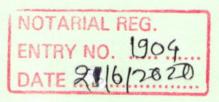








Garden Maintencance Agreement 2020-21



#### DEED OF AGREEMENT OF OUTSOURCING DEVELOPMENT & MAINTENANCE OF GARDEN/ LANDSCAPE SERVICES

THIS DEED OF AGREEMENT OF OUTSOURCING DEVELOPMENT & MAINTENANCE OF GARDEN/ LANDSCAPE SERVICES is made and entered into this 21<sup>st</sup> day of June, 2020, by and between:

1) Yeshwantrao Chavan College of Engineering, a run by Nagar Yuwak Shikshan Sanstha, a public Trust registered under the Bombay Public Trust Act, 1950 bearing registration no. F1288, having its office at Nagpur; represented by its Principal Dr. U. P. Waghe, (hereinafter called COLLEGE, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the executors, successors and administrators of the first part.

AND



Helilya Blandair

2) M/s Global Education Limited, a Company registered under the provision of the Companies Act, having its registered office at Office No. 112, 1st floor, Building Pancharatna CHSL, M. P. Marg, Opera House, Girgaon, Mumbai-400004, through its Director- Shri Aditya S/O Praneet Bhandari, who has been duly authorized to represent the said Company(hereinafter called the "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Directors of the said Company, their respective heirs, executors, administrators, assigns or anyone who has been duly authorized by the said Company to enter and execute the present agreement on its behalf etc.)of the second part.

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

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

AND WHEREAS, in pursuance of the aforesaid decision of the COLLEGE, the COLLEGE had called upon the interested parties to submit their, respective, offers for providing of development and maintenance of Garden / Landscape services at the said premises.

AND WHEREAS, in pursuance of the above, few interested parties, including, the SERVICE PROVIDER, had submitted its offer & after

Holinga Boundary



considering the same, the offer of the SERVICE PROVIDER was found to be more appropriate, considering the requirement of the COLLEGE.

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

NOW THEREFORE, THE TERMS & CONDITIONS OF THE DEVELOPMENT AND MAINETNANCE OF GARDEN / LANDSCAPEAGREEMENT BETWEEN THE PARTIES WITNESS HEREUNDER:

#### 1) PERIOD OF THE AGREEMENT :

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

#### 2) <u>DETAILS OF THE PREMISES, WHERE SERVICES ARE TO</u> <u>BE PROVIDED</u> :-

The SERVICE PROVIDER shall provide of development and maintenance of Garden / Landscape services as at the premises shown by the portion

highlighted in Blue Color in the map attached as <u>SCHEDULE - A</u> to this agreement.

#### 3) SERVICES:

The SERVICE PROVIDER hereby agrees to provide the development and maintenance of Garden / Landscape Services chosen by the COLLEGE, during such time as specified by the COLLEGE. Details of the services chosen, & agreed to be provided by the SERVICE PROVIDER & the time of providing the said services, are mentioned in the annexure, which is annexed with this agreement as <u>SCHEDULE-B</u>.

#### 4) ADDITIONAL SERVICES OR REDUCTION SERVICES :

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

#### 5) SERVICE RATES:

The amount payable by the COLLEGE to the SERVICE PROVIDER, for the said services, will be as per the document annexed to this agreement as <u>SCHEDULE-C</u>, which excludes GST. Payment of GST shall be the responsibility of the SERVICE PROVIDER. Rest of the amount of Tax will be deducted at sources, from the amount payable to the SERVICE

PROVIDER, as per the prevailing rules under the Income Tax Act, 1961 or the amendments thereto, from time to time.

#### 6) STANDARD OF PERFORMANCE:

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

#### 7) INDEPENDENT AGENCY:

The SERVICE PROVIDE Ragrees & undertakes to perform the assignment as an independent agency and is aware that neither it nor any of the persons employed by it, including any of the third party/ies, for providing the development and maintenance of Garden / Landscape services, shall be entitled to claim any relationship of employer & employee, or any sort of relationship, with the COLLEGE. The SERVICE PROVIDER shall sole be responsible for all the liabilities, claims, etc., from any of the persons employed by it, including the third party/ies, who are engaged by the SERVICE PROVIDER for the purpose of providing the development and maintenance of Garden / Landscape Services to the COLLEGE, in pursuance of the present Agreement, & shall keep the COLLEGE indemnified from all such claims.

#### 8) THIRD PARTY/IES :

a) The SERVICE PROVIDER may use the services of its affiliates, subsidiaries, and/or third parties ("THIRD PARTY/IES"), to provide the Services under this Agreement; provided, however, that:

(i) The Service Provider has given prior intimation to the COLLEGE of the appointment of the third party/ies;

(ii) Such third party/ies shall possess the necessary training, experience, competence and skill to perform the Services in a skilled and professional manner.

(iii) The SERVICE PROVIDER includes confidentiality obligations, including obligations that are at least as restrictive as those set forth in this Agreement, in agreements with the third party/ies.

iv) The sub-assignment specifically mentions that it is co-terminus with the agreement between the COLLEGE& SERVICE PROVIDER.

v) The SERVICE PROVIDER shall sole be responsible for all the liabilities, payments, claims, etc, from the third party/ies& the persons engaged by him/her/it, for the purpose of providing the development and maintenance of Garden / Landscape Services to the COLLEGE, in pursuance of the Sub-assignment granted by the SERVICE PROVIDER, & shall keep the COLLEGE indemnified from all such claims.

vi) The responsibility of ensuring appropriate services by the third party/ies, in consonance with the agreement between the SERVICE PROVIDER&COLLEGE, shall be that of the SERVICE PROVIDER & any breach thereof by the said third party/ies, of the said obligation, shall be deemed to be a breach of the obligation by the SERVICE PROVIDER, making it liable for appropriate consequences.

vii) The COLLEGE shall have the right to require the SERVICE PROVIDER to replace any third party/ies, at no additional cost to the COLLEGE, if the COLLEGE reasonably believes that such third party/ies's performance is materially deficient or if there are other reasonable grounds for the removal. If directed to do so, the SERVICE PROVIDER shall remove and replace such third party/ies with another third party/ies, who is qualified to be appointed as third party/ies, for the purpose of complying the obligations under the present Agreement, as soon as possible. The

SERVICE PROVIDER shall continue to perform its obligations under this Agreement, and shall be responsible for the same, notwithstanding the removal of such third party/ies.

#### b) SUB-ASSIGNMENT INCLUDES THE FOLLOWINGCLAUSES:

(i) No direct or indirect arrangement or relationship exists or be deemed to exist between COLLEGE and the Sub-Assignees;

(ii) COLLEGE, in no event, have any obligation to comply with any of the terms & conditions of the agreement between the SERVICE PROVIDER, Sub-Assignee& the third party/ies & his/her/its employees, including that of making any payments to them.

(iii) Responsibility of all the statutory compliances, as well as the obligations undertaken by the SERVICE PROVIDER, in the present Agreement, shall be that of the Sub-Assignee & the COLLEGE shall not be responsible for the same, in any manner.

#### 9) TERMS AND CONDITIONS OF PAYMENT:

All payment shall be made after the conditions listed for such payment have been met, and the SERVICE PROVIDER has submitted an invoice to COLLEGE, specifying the amount due. No Advance payment will be paid by COLLEGE to the SERVICE PROVIDER, for any reason what so ever. During the subsistence of this Agreement, payment shall ordinarily be made within 5 days of receipt of the invoice and other documents complete in all respect after successful completion of work assignment. The said payment shall be made after making the deduction of appropriate amount of TDs, etc. Even in case of the work being subassigned by the SERVICE PROVIDER, the same terms & conditions for payment shall apply & the invoice for the service provided shall also

require to be raised through the SERVICE PROVIDER & the same shall not be entertained directly, at any time.

#### 10) EXPENSES:

The COLLEGE agrees to reimburse any pre-approved out of pocket expenses, incurred by the SERVICE PROVIDER, in connection with the Services, including, but not limited to travel expenses, conveyance expenses, postage, etc.

#### 11) STATUTORY COMPLIANCE:

The SERVICE PROVIDER shall obtain all registrations / permissions / licenses etc, which are required under any labour or other legislations/provisions of law, for providing the services under this agreement. The SERVICE PROVIDER shall be responsible for ensuring compliances of all the Central and State Government Rules and Regulations, with regard to the provisions of the services under this Agreement. The SERVICE PROVIDER undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. It is expressly understood that the SERVICE PROVIDER is solely responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law. The SERVICE PROVIDER shall keep the COLLEGE or its constituent colleges indemnified in relation to any claims, actions, etc, arising out of non-compliance of any of the above Acts, Laws, etc, by the SERVICE PROVIDER.

#### 12) INDEMNIFICATION:

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

#### 13) WAIVER:

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

#### 14) FORCE MAJEURE:

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

#### 15) AMENDMENT / MODIFICATION:

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

#### 16) <u>TERMINATION</u>:

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

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

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

#### 18) GOVERNING LAW:

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

#### 19) ARBITRATION:

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

#### 20) EXECUTION OF AGREEMENT:

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

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

WITNESSES :-

1)

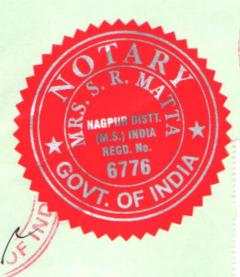
2)

Gen

Yeshwantrao Chavani College of Engineering Nagpure through Use Principal College of Engineering Wanadongri Hingna Road, NAGPUR-441110 M/s Global Education Ltd., through its Director Shri Aditya Bhandari.

Mrs.











ADVOCATE & NOTARY

#### SCHEDULE-A (Map)

WITNESSES :-

1)\_

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2)\_

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Yeshwantrao Chavan College of Engineering Nagpur of Froughins Principal Wanad Orgr Hillyn Wagne. NAGPUR-441110

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M/s Global Education Ltd., through its Director Shri Aditya Bhandari.



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#### SCHEDULE-B (Scope of Services)

- · Cleaning of the garden area,
- Watering the plants,
- Fertilizing the plants
- Cutting lawn/ small plants and trees,
- Levelling landscapes,
- · Spraying medicines on the plants,
- Branch cutting,
- Removal of weeds,
- Bio fertilizing, etc.

WITNESSES :-

. 1)\_

2)\_\_\_

GENTE

Yeshwantrao Chavan College of Engineering Nagpurantrao Chavan College of Engineering College of Engineering Wanadongh Hingh Agae. NAGPUR-441110

dily a Brandai

M/s Global Education Ltd., through its Director Shri Aditya Bhandari.





#### SCHEDULE-C (Rate)

#### Details of the Constituent college of NYSS

Name of the Institute with address	Amount payable per month	
Yeshwantrao Chavan College of Engineering,		

WITNESSES :-

1)\_\_\_\_

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2)\_\_

Wanadongri, Nagpur

Germa

Yeshwantrao Chavap follege of Engineering Nagpenyathroughaits Principal Dr Gilege of Engineering Wanadongri Hingha Road NAGPUR-441110

dilya Bhandai

M/s Global Education Ltd., through its Director Shri Aditya Bhandari.



Rs. 1,67,697.00