



नाशिक महानगरपालिका, नाशिक
घनकचरा व्यवस्थापन विभाग

राजीव गांधी भवन, मुख्यालय, शरणपूर रोड, नाशिक - ४२२००२
दूरध्वनी क्रमांक:- ०२५३ २५७२०१२
E mail ID:- dir_swm@nmc.gov.in

जा क्र मनपा/घ.व्य वि/कार्य क्र.१/ ८०२/२०२०

दिनांक ०४/०६/२०२०

कार्यादेश

प्रति,
मे.वॉटरप्रेस प्रॉडक्ट्स,
कन्नमवार पुलाजवळ, मुंबई आग्रा महामार्ग,
द्वारका, नाशिक.

विषय:- नाशिक महानगरपालिका क्षेत्रातील सार्वजनिक ठिकाणची साफसफाई व स्वच्छता बाह्य यंत्रणेद्वारे ७०० मनुष्यबळामार्फत करणे.

- संदर्भ:- १. मा.स्थायी समिती पारित ठराव क्रमांक २००, दिनांक १९.०९.२०१९
२. मा.आयुक्त महोदय यांचेकडील दिनांक ०४/०६/२०२० रोजीची मंजूरी
३. आपण नाशिक महानगरपालिकेसमवेत केलेला करारनामा दिनांक ०४.०६.२०२०.

उपरोक्त संदर्भीय विषयान्वये, नाशिक महानगरपालिका क्षेत्रातील सार्वजनिक ठिकाणची साफसफाई व स्वच्छता बाह्य यंत्रणेद्वारे ७०० मनुष्यबळामार्फत करून घेणे करून घेणेस व आपले याकामीचे निविदादरास संदर्भ क्र.१ चे मा.स्थायी समिती पारित ठराव क्रमांक २००, दिनांक १९.०९.२०१९ अन्वये मंजूरी प्रदान करणेत आलेली आहे व त्यानुसार आपण नाशिक महानगरपालिकेस विहीत अटीशर्ती अंतर्भूत असलेला रितसर करारनामा करून दिलेला आहे. त्याअनुषंगाने खालील प्रमाणे

१. दिनांक ०४/०६/२०२० पासून आपणास नेमून दिलेल्या विभागात निवीदा व अटीशर्तीनुसार नाशिक महानगरपालिका क्षेत्रातील सार्वजनिक ठिकाणची साफसफाई व स्वच्छता बाह्य यंत्रणेद्वारे ७०० मनुष्यबळामार्फत करणे कामकाजाची सुरुवात करण्यात यावी.
२. दिनांक २०/०६/२०२० पावेतो नाशिक महानगरपालिका क्षेत्रातील सार्वजनिक ठिकाणची साफसफाई व स्वच्छता बाह्य यंत्रणेद्वारे ७०० मनुष्यबळामार्फत करणे कामकाजाचे निवीदा व अटीशर्तीनुसार नियोजन करून कामकाजास सुरुवात करण्यात यावी.
३. दिनांक २१/०६/२०२० नाशिक महानगरपालिका क्षेत्रातील सार्वजनिक ठिकाणची साफसफाई व स्वच्छता बाह्य यंत्रणेद्वारे ७०० मनुष्यबळामार्फत करणेचे कामकाज दिलेल्या मुदतीत सुरु न केल्यास निवीदा अटीशर्तीनुसार दंड आकारण्यात येईल याची नोंद घ्यावी.
४. आपण भारतीय स्टेट बँक सातपूर औद्योगिक वसाहत शाखा यांचेकडील बँक गॅरंटी नंबर- 0387219BG0000270 दिनांक ०७/१२/२०१९ ते ०६/१२/२०२० पावेतो १,०५,००,०००/- मुदत व बँक गॅरंटी नंबर- 0387219BG0000271 दिनांक ०९/१२/२०१९ ते ०८/१२/२०२० पावेतो २.८, २९,४७,०००/- या बँक गॅरंटीची मुदत कालावधी पुर्ण होण्याच्या १ महिन्या पुर्वी नुतनीकरण करून सादर करावे.
५. कार्यादेशापासून सदर कामाचा कालावधी ३ वर्षे राहील.

Rubh
4/5/2020
(डॉ.कल्पना कुटे)
संचालक

घनकचरा व्यवस्थापन विभाग,
नाशिक महानगरपालिका, नाशिक

प्रत:- माहितीकरीता सविनय सादर

१. मा. आयुक्त महोदय, मनपा, नाशिक
२. मा.अतिरिक्त आयुक्त (सेवा) सो., मनपा, नाशिक
३. मा.उपआयुक्त (प्रशासन), मनपा, नाशिक

प्रत:- योग्य कार्यवाहीस्तव

१. मा.मुख्यलेखाधिकारी, मनपा, नाशिक
२. मा.मुख्य लेखापरिक्षक मनपा, नाशिक
३. संबंधित विभागीय अधिकारी, मनपा, नाशिक
४. स्वतः प्रत

Prakash
Chandra

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16259645201586



Bank/Branch: IBKL - 6910629/Nasik D N
Pmt Txn id : 244431906
Pmt DtTime : 13-DEC-2019@16:46:48
ChallanIdNo: 69103332019121350631
District : 5101-NASHIK

Stationery No: 16259645201586
Print DtTime : 13-DEC-2019 17:13:57
GRAS GRN : MH009481593201920S
Office Name : IGR311-NSK1_HQR SUB REG
GRN Date : 13-Dec-2019@16:46:49

StDuty Schm: 0030044601-75/STAMP DUTY

StDuty Amt : R 7,72,215/- (Rs Seven, Seven Two, Two One Five only)

Article : 52(c)-Proxy

Prop Mvblty: Movable

Consideration Amount: R 77,27,15,220/-

Prop Descr : WATERGRACE, PRODUCTS, NEAR KANNAMWAR, BRIDGE MUMBAI, AGRA ROAD DWARKA, NASHIK, NASHIK, 422001

Duty Payer: PAN-AGKPB9503B, CHETAN PRITHVIRAJ BORA

Other Party: TAN-NSKN00121C, NASHIK MUNICIPAL CORPORATION NASHIK

Bank official1 Name & Signature

Santosh Narayn Plesker
Prakash Kulkarni



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



Q.B.

AGREEMENT

Deed of agreement between Nashik Municipal Corporation
_____, Nashik as per

Standing Committee resolution no. 200 dated 11.09.2019

The Agreement made at Nashik on the 04/06 day of 2020.

BETWEEN

The Commissioner, Nashik Municipal Corporation having his office at Rajeev Gandhi Bhavan, Sharanpur Road, Nashik-422002. Through his Medical Officer of Health, Nashik Municipal Corporation (hereinafter called as the "The Employer" which expression shall, where the context so admits, mean their administrators and legal representatives and successors of assign)

AND

M/s Watergrace Products through its proprietor
Shri. Chetan Prithviraj Bora a firm
having its registered office at **Near
Kannamwar bridge, Mumbai Agra
Road, Dwarka, Nashik.** (as "The
Contractor" for sake of brevity which
expression shall where the contracts so admits
mean there administrators and legal
representatives & successors or assign.)

OTHER PART

WHEREAS the Employer intends to engage the agency for Execution of the work
of "Service of sweeping and cleaning of roads for Nashik Municipal Corporation.

AND WHEREAS the employer had invited the offer for execution of the said work from
the experienced agencies by calling tenders.

AND WHEREAS the Contractor has submitted his offer on **21.03.2019** for the said
works.

AND WHEREAS the offer submitted by the Contractor was the lowest one, he has
negotiated for reducing the rates quoted on **21.03.2019** and the Contractor agreed to
reduce the rates quoted and accordingly the Contractor accepted the work at the cost of
Rs.691749/- per day.

Chetan Bora
(on behalf of M/s Watergrace Products)
1/15



Chetan Bora

AND WHEREAS the Standing Committee vide resolution no. 200, dated 11.09.2019 have empowered the employer to execute work for next 3 years and sanctioned the expenses up to Rs.691749/- per day.

AND WHEREAS the Contractor's offer was found in order and the letter to that effect bearing No.NMC/Health/Ws/1724/2019, dated 25/11/2019 was issued to the Contractor and was required to pay Security Deposit & Execute the Agreement.

All common Set of Deviation & any corrigendum in this tender shall form part of Contract.

AND WHEREAS the Contractor has agreed to execute the said work as per all Terms & Conditions of the tender & in best workmanship and quality and on that behalf the terms & conditions of the Contract shall be binding in letter & spirit to the Contractor.

Service of Sweeping & Cleaning of Roads

1. Area of service

East division (437 km road length in prabhag no 14,15,16,23,30)

West division (206 km road length in prabhag no 7,12,13) of Nashik Municipal Corporation area

Godavari river bank stretch from Holkar bridge to Kapila Sangam.

However, At any time area, division (Satpur,Nashik Road, New Nashik,Panchavati) and time of service change according to necessity.

2. Duration of service

3 Years from date of work order.

3. Nature and Scope of service

A. Service deployment of manpower and material

- I. It is service based contract. The operator must deploy optimum number of manpower and material. So as to ensure clean sweeping.
- II. The operator has to deploy manpower as per MSW RULE 2016 at stated of area with consultation Director, SWM in two shifts. i.e. first shift from 6 a.m to 2 p.m and second shift from 2p.m to 10 p.m. Daily manpower deployed should be minimum 700 including both shifts. The operator has to submit detailed plan of service delivery and optimum deployment of manpower and material area wise and shift wise with consultation Director, SWM and as per direction given Director, SWM & Commissioner, NMC. However, At any time area and time of service change according to necessity.



- III. Sweeping and cleaning of roads ,collection of roadside litter and garbage at stated places and collection at a designated place, cleaning of ghats and steps alongside river stretch.
- IV. Brooms, wheel barrows, disinfectant any material and machinery required for cleaning will be provided by contractor at his own cost.
- V. Daily attendance of the workers will be maintained by biometric attendance system with geo fencing.
- VI. The operator has to Carry out on daily basis the street sweeping (manually) throughout the year (on all 365 days) irrespective of any holidays. Also the operator has to carry out cleaning operations on all streets/roads, footpath and as directed by the officer in charge and remove all refuse, garbage, dust etc from the road, central median, footpath.
- VII. All swiped garbage, dust shall be disposed with bins/handcart (minimum one handcart Beyond four workers) supplied to labours /workers up to transport vehicle/collection point.
- VIII. The crowded area, vicinity of market places, commercial areas, Godawari Ghats only shall be cleaned twice a day.
- IX. The staff carrying out above said work shall be equipped with the handcart containing two Bins (to segregate dry and wet waste) and other equipment.
- X. The operator should not modify or alter any operational area in sweeping without prior Written permission of the competent authority.
- XI. The Operator must clean water entries, water flowing passages etc regularly and promptly. Curve stones and dividers to be washed by soap water monthly.
- XII. The Operator is duty bound to use adequate quantity of germicide/insecticide at appropriate places such as surrounding market places or wherever, desilt stack or as directed.
- XIII. The Operator shall duty bound to maintain cleanliness by sweeping places where Ganpati festival or Navratri Mahostav and such type of public/religious functions and ceremonies usually held and provide necessary labours.
- XIV. The operator shall provide dress, apron, mask, hand gloves, gum boot & other safety material to labours for safety at his own cost.

- XV. The operator will follow all the Government laws, rules of labour department governing minimum wages.

B) Service capacity building and awareness generation

The following activities are included in the scope of Capacity Building and Awareness Generation.

- a. The operator has to Provide full-time separate & dedicated manpower during the contract period for undertaking capacity building & awareness generation. The details of the manpower requirement is given below:

Sr. No	Designation	No. of post	Nature of Work	Qualification & Experience
1.	SWM Project Manager	1	1.Design daily sweeping route plans and monitor its effective implementation. 2.Plan IEC activities, ensure timely implementation and prepare monthly outcome reports. 3.Develop MIS templates for monthly assessment of SLB parameters of service.	Post Graduate/Graduate in Accounting/Finance/Business Administration/Economics/Project Management/Law or other relevant degree with at least 3-5 years' experience in managing projects and programs.
2.	Zone Enforcement Coordinator — Onsite	1	1.Develop IEC material and organize IEC activities in the zones. 2.Monitor the process and service in field	Post Graduate/ Graduate with at least 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/projects or planning, implementation, assessing, monitoring the public consultation/mass communication campaign/ opinion pooling etc.

3.	Supervisors – Onsite	6	Undertake IEC activities, training and capacity building of stakeholders. Undertake solid waste behavior and awareness drives & survey for improving service quality. Supervision of service and feedback delivery	Post Graduate/Graduate in with at least 2 years of experience in public consultation/ community participation/ event management/socioeconomic survey/opinion pooling etc.
4.	Data Entry Operator - Onsite	1	Create information record for verification on the system.	Graduate with min. 1 years of experience and good MS Office skills.
5.	Sweeper	Minimum 700	As described above	-

- b. Provide additional manpower of 10 persons twice a week as decided by NMC along with protective gears, waste collection equipments for undertaking cleanliness drives in different zones of NMC.
- c. Prepare detailed work route plan, and operations plan for waste management.
- d. Document, prepare and present the Service Level Benchmarks for Solid Waste Management on the web based system.

By
Dr. Kalpana Kulkarni

- e. Sweeping material should be collected at collection points by bidder and it is his responsibility to shift all the swept material into garbage collection vans.

Chitra Bera



- f. Monitoring the operations of waste management and collection of daily data for waste from waste generation point to final disposal point. Provide advisory assistance for improvement of waste management system.
- g. Developing waste management, waste reuse and recycling advisory manual with updating on annual basis for different types of waste streams generated in the city to create awareness material for compliance of Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016. Identify waste recyclers and waste processors for tie-up for different waste streams and identifying mechanism & facilities for decentralized wet waste processing, procurement of dry waste, reuse of waste and recycling of waste.

- h. Removal of waste from the Specific Area prior and/or after, in an emergency Situation of the NMC such as any public meeting, government functions and any other occasion festivals etc., or during the night timings on instructions from NMC within 2 (two) hours on receipt of instructions.

C) Service management information system

- i. Deploy one (1) technical expert in NMC from the date of award of contract until the tenure of the contract for resolving hardware & software bugs.
- ii. Create user wise logins for reports and service monitoring dashboards.
- iii. Develop mobile based application for capturing field sweeping, biometric attendance through mobile app or any other device, Service level benchmark of MoUD for Solid Waste Management, household survey for service quality, waste nuisance reporting, ability to capture photo along with location coordinates with Geo tagged locations to be seen on maps and with 700 GPS device with 10 bio metric device and ancillary as per requirement and with all this relevant dashboard as directed by Commissioner, NMC.

4. General terms and conditions :

- I. All financial arrangement for commissioning and completion of this work shall be arranged by the contractor. NMC shall not be responsible for the financial constraints during the work in progress.
- II. The agency to abide by Maharashtra Municipal Corporation Act (former BPMC Act 1949) Provisions related to sanitation and other applicable provisions.
- III. The agency shall be responsible to compensate the manpower engaged by him in case of any accident.
- IV. The contractor shall be responsible for any damage occurring to the Govt./corporations property, general public ,in case the cause is attributed to the workers employed by agency.
- V. The contractor shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the work hours.
- VI. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.

- VII. The contractor shall submit the contract agreement on a stamp paper as per the Bombay Stamp Act 1958 in a prescribed form duly signed. The contractor shall comply with all the requirements of labour laws.
- VIII. Any other relevant necessary instructions issued by NMC Officials in regard to services are to be complied by the contractor.
- IX. Contractor must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Nashik Municipal Corporation after proper character verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action of againsts any person at work etc., at its sole costs, risks and responsibilities.

- X. The Contractor must follow all labour laws especially minimum wages act. Contractor should at all times indemnify Nashik Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1939; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules etc. made there under from time to time. Nashik Municipal Corporation will not own any responsibility in this regard.



- XI. Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc., during performance of his/her duty. It shall indemnify Nashik Municipal Corporation in all respects under this contract.
- XII. Contractor's employees shall perform their duties at the allotted premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- XIII. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the allotted premises on account of acts of omission and commission by the staff deployed by him.
- XIV. The contractor himself has to make necessary arrangements of stay / food / security / transportation etc, of laborer at work site at his own cost.

XV. Swachh Bharat Mission

- I. Swachh Bharat Abhiyan guidelines be followed strictly including IEC activities in contract period.
- II. GFC guidelines to be implemented strictly in contract period.
- III. New SOP given by GOI to be implemented under guidance of Director, SWM in contract period.
- IV. If above conditions are not followed Director, SWM shall make alternate arrangement , if done then reimbursement to be made from security deposit and also amount due to contractor.
- V. Uncleanliness penalty recovered from Running Account monthly bills to be Deposited for the following mentioned points.
 - a- Black Spot.
 - b- N-95 mask for staff as and when directed by Director, SWM.
 - c- If cleanliness not done in some areas & alternate arrangement done by NMC. It shall be done at risk and cost of contractor by giving prior notice in writing.

XVI. Covid-19 – Guidelines given by GOI to be followed strictly as per instruction given by Director, SWM

XVII. CODE OF CONDUCT

The Contractor shall strictly observe that its personnel :

- Are always smartly turned out and vigilant.
- Are punctual and arrive before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read an understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Nashik Municipal Corporation.
- Shall not drink liquor on duty, or if on duty he will not be allowed to do work. Accordingly alternate personnel should be made available within one hour on same day, if not made available salary of that will not be paid.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.



- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the Nashik Municipal Corporation.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out. (as per required)
- Do not entertain visitors.
- Shall not smoke in the office premises/work site.


XVIII. The NMC reserves the right to accept in full or part the lowest or any other tender, at its own discretion, without assigning any reasons whatsoever. NMC may reject any or all the tenders without assigning any reasons and may re-tender without any liability.

XIX. The contractor shall keep Nashik Municipal Corporation fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising against breach of any of the provisions of the above said acts. He shall furnish a certificate to Nashik Municipal Corporation every month for having faithfully discharged his obligations under their relevant laws and other requirement prescribed. It shall be clearly understood that in the event of any violation has been taken by the enforcing agencies of the Government or others, Nashik Municipal Corporation shall be within its rights to take action against him as deemed fit including recovery of the amounts, interest, etc., if incurred by Nashik Municipal Corporation from the amounts at his credit and also other means available.

XX. The contract is terminable without notice and / or without any compensation for breach by the contractor of any of the terms and conditions herein contained or otherwise stipulated in the tender document / agreement.

XXI. The NMC reserves the right to ask the contractor to dispense with the service of any personnel who is reported to be of doubtful integrity, unsound health, disobedient, ill mannered etc.

XXII. The contractor shall be responsible for any loss or damage caused to Nashik Municipal Corporation property due to the negligence of the personnel engaged by him. The cost of such damages as decided by the NMC shall be recovered from the bills payable to the contractor. The personnel engaged by the contractor shall also be subjected to their character verification and check by the security.

Chetan Dora
Kalpna Kure


XXIII. It shall be the responsibility of the contractor to settle disputes if any arising out of the employment between himself and the personnel engaged by him and the Management of Nashik Municipal Corporation will not in any way be responsible in the event the personnel approach the competent authority under the Act or the court. The entire expenses in this behalf shall be borne by the contractor.

XXIV. In case Nashik Municipal Corporation is not satisfied with the services of the contractor due to not meeting the set targets/non-completion of the jobs assigned, and non-compliance of the terms and conditions and service level achievable of the contract, the contract shall be terminable by the appropriate Competent Authority without giving any notice and with or without assigning any reason and the decision of the Competent Authority in this regard shall be final. Non-timely completion of work assigned will lead to Nashik Municipal Corporation undertaking risk purchase at the risk and cost of the contractor.

XXV. The Contractor will execute and efficiently handle the work entrusted to him in accordance with the specifications correctly and efficiently.

XXVI. Workers employed for carrying out the work are not the employees of NMC and they will not be absorbed in the NMC at any cost. At the same time NMC will not be under obligation to give the work to such workers.

XXVII. Contractor shall provide all his workers with retro reflective or radium fitted belts which shall make them easily identifiable in the crowd, as the person responsible for performing sweeping, garbage lifting and related work. Further the contractor shall provide mask to all his workers which shall cover their nose and mouth. The contractor shall also provide gumboots & raincoats wherever necessary to all those workers.

XXVIII. Police verification should be done within one month of work order.



XXIX. Logistics to be provided

i. Logistics for First Year

Particular	Requirement
Broom	Per Month / per Employee
Gloves	Per Year / per Employee
Mask	Per month / per Employee
Gumboot	Per Year / per Employee
Jacket	Per 6 Months / per Employee
Rain coat	Per Year / per Employee
Lime Powder	50 Kg per day
Shovels	Per Year / per Employee
Ghamela	Per Year / per Employee
Hand cart	One per 4 labour

ii. Logistics for Second Year

Particular	Requirement
Broom	Per Month / per Employee
Gloves	Per Year / per Employee
Mask	Per month/ per Employee
Gumboot	Per Year / per Employee
Jacket	Per 6 Months / per Employee
Rain coat	Per Year / per Employee
Lime Powder	50 kg per day

iii. Logistics for Third Year

Particular	Requirement
Broom	Per Month / per Employee
Gloves	Per Year / per Employee
Mask	Per month/per Employee
Gumboot	Per Year/ per Employee
Jacket	Per 6 Months / per Employee
Rain coat	Per Year / per Employee
Lime Powder	50 Kg per day

5. Taxes and Duties

The contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc.

6. Confidential Information

NMC and the contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The contractor shall not use such documents, data, and other information received from NMC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

7. Warranty

All the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The goods shall be free from defects arising from any act or omission of the contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

8. Change Orders and Contract Amendments

NMC may at any time order the contractor to make changes within the general scope of the Contract, in any one or more of the following:

- i. Drawings, designs, or specifications, where equipment/ component to be furnished under the Contract.
- ii. The place of delivery.
- iii. The Related Services to be provided by the successful bidder.

9. Labour payment Dates

Contractor shall transfer the wages of labour directly through RTGS/NEFT/etc. Mode directly into the bank accounts of laborers.

If contractor fails to deposit the payment of workers through E-Payment on or before 7th of every month to the workers then he will penalized 0.25 % of the total remaining (unpaid) wages amount per delayed day. For e.g. payment is deposited on 8th day then 0.25 % of the remaining (unpaid) wages amount, if deposited on 9th then 0.50% of the remaining (unpaid) wages amount will be penalty and so on this penalty is on unpaid wages amount only and not on total bills. So, if out of 228, 138 labours are paid full in time and 50 on 8th day of the month and 40 on 9th of the month, then penalty shall be 0.25 % on 50

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workers wages and 0.50% on 40 workers wages. Also note that this time limit shall operate notwithstanding any public holiday from 1st to 7th of the month. So, if 7th is holiday, additional day shall not be given.

In addition to above this NMC reserves right to impose fine for the breach of the terms & conditions, unsatisfactory performance.

10. Penal actions:

- i. Absenteeism of manpower deployed by contractor; Rs.500/- per person per shift. (This includes deduction of the day wages. However, no penalty if replacement is given).
- ii. Manpower without uniform/ personnel protective equipments; Rs.100/- per person per incidence.
- iii. NMC reserves right to impose penalty, other than or in addition to the above, for breach of terms and conditions, unsatisfactory performance.
- iv. The competent authority reserves right to levy or reduce or waive the penalty.

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11. Performance security deposit

The contractor has to deposit PSD within fourteen (14) working days from the date of notice of award of the contract of a sum equivalent to 2 % of accepted contract value in the form of

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- i) Cash deposited in the treasury of N.M.C.
- ii) Demand Draft in favor of the Commissioner N.M.C.
- iii) Bank guarantee from any nationalized bank in prescribed form valid for a period of 12 months.

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12. Security deposit

Apart from the PSD an amount equivalent to 5% of running bill shall be deducted as security deposit. It will not carry any interest. The whole Security Deposit shall be forfeited in the case of serious default by the contractor.

13. INSPECTION:

The NMC reserves the right to carry out inspection, as and when required of the various locations where work is in progress, without intimating the contractor. Any short comings found during inspection shall have to be attended immediately by the contractor or his supervisor. However, continuous short comings shall invite the penalties to the contractor. The penalties imposed on the contractor, shall be recovered from the monthly bill, PG or

other deposit. The NMC reserves the right to treat continuous short comings as "Deficiency of Service" and terminate the Contract with immediate effect. All materials of standard quality shall be utilized for this project.

14. PAYMENT SCHEDULE:

The contractor has to make E-Payment of all his labours on or before 7th of every month. After that contractor has to submit R.A. Bill till 10th of every month along with proof of E-payment, EPF, ESIC etc. payments. NMC will release the payment after that.

15. TERMINATION OF CONTRACT:

- a) The Commissioner NMC shall be entitled to terminate the contract of this work.
- b) The security deposit kept by the contractor shall be forfeited by the NMC without prejudice to the NMC's right to recover from the contractor any amount that may be due and damages from the agency.
- c) The contractor shall have no claim of compensation to any loss sustained to him by reason of his having purchased or procured any material or entered into any commitments or made any advance on account of or with a view to the execution of the project of the performance of the contract and the Agency shall not be entitled to recover or be paid any sum for any work actually performed under the contract.
- d) The NMC shall determine the extent of amount, if any, is payable to the contractor for the value of the work executed by him up to the time of cancellation. This valuation shall be based on the Schedule of Payment mutually agreed at the time of Agreement.
- e) In the event of contractor failing to discharge his liability, the Commissioner, NMC has the right to initiate appropriate legal proceedings to recover such dues and damages.

16. SETTLEMENT OF DISPUTES:

- a) If any dispute or difference or claims of any kind arises between the NMC and the contractor in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them. No third party intervention other than that of the court of law is allowed.

b) **No Arbitration Jurisdiction to settle the dispute:**

There is no intention of referring dispute (if any) to the Arbitration. Any dispute arise out of the contract of the said work shall be referred to the Court of Law at Nashik only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation or any other form of ADR. The dispute (if any), shall be subjected to Nashik Jurisdiction only.

17. Indemnification:

The contractor is solely liable to fully indemnify and keep the NMC indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the NMC on accounts of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various central labour and employment acts and other relevant acts as amended from time to time. The NMC shall be vested with sole discretion to determine damages/loss suffered on account of above firm, the dues payable from PSD or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

The contractor shall submit an Indemnity Bond (as per the proforma enclosed) executed on a stamp paper of Rs. 100/- indemnifying NMC against all the statutory requirements of the labour department.

18. Price Escalation:-

Service period	Escalation	Rate
Year 1	Nil	$T_1 = \text{Rate quoted by bidder in financial bid}$
Year 2	2 %	$T_2 = T_1 \times (1+2\%)$
Year 3	2 %	$T_3 = T_2 \times (1+2\%)$

IN WITNESS WHEREOF PARTIES HERE TO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL, THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

BY COM. DIRECTOR
MSW DEPARTMENT
NASHIK MUNICIPAL CORPORATION
For Nashik Municipal Corporation For _____

[Signature]
4/6/2020

Director

Solid Waste Management Dept

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27 मा. वक्तेर दोदे
15/15

[Signature]
Proprietor



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