

जा.क्र.नांवाशमनपा/स्ववि/ 2061 /2023
नांदेड वाघाळा शहर महानगरपालिका, नांदेड.
दिनांक :- 24 /04/2023

प्रति,
सिस्टीम मॅनेजर,
नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

विषय :- घनकचरा व्यवस्थापन नियम-2016.

घरोघरी कचरा संकलन करणे आणि संपूर्ण घनकचरा वाहतूक करणेसाठीचा कामासाठी करण्यात आलेल्या पुरवणी करारनामा मनपाच्या वेबसाईटवर प्रसिध्द करणे बाबत.

संदर्भ :- या कार्यालयीन पत्र जा.क्र.नांवाशमनपा/10944/2016, दि.20/02/2016.

उपरोक्त विषयी संदर्भिय पत्राच्या अनुषंगाने आपणास कळविण्यात येते की, घनकचरा व्यवस्थापन नियम-2016 नुसार नांदेड वाघाळा शहर महानगरपालिका हद्दीअंतर्गत घरोघरी कचरा संकलन करणे आणि संपूर्ण घनकचरा उचलणेसाठीच्या कामासाठी R&B Infra Project Pvt. Ltd. यांच्यासोबत दि.22/04/2023 रोजी पुरवणी करारनामा करण्यात आलेली आहे.

करीता संबंधित कंत्राटदारासोबत केलेल्या पुरवणी करारनामा (Supplementary Agreement) ची प्रत मनपाच्या वेब-साईटवर प्रसिध्द करण्यात यावे.

सोबत :- वरील प्रमाणे.



उपआयुक्त (१),

नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

प्रत माहितीस्तव सविनय सादर :-

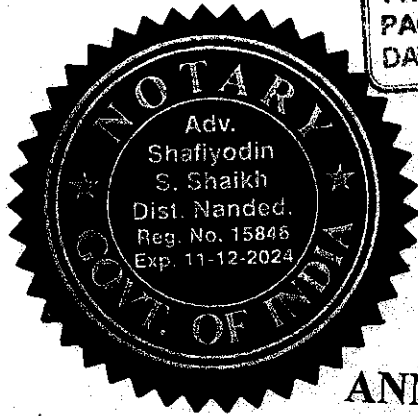
- १) मा.आयुक्त, नांदेड वाघाळा शहर महानगरपालिका, नांदेड.
- २) मा.अतिरिक्त आयुक्त, नांदेड वाघाळा शहर महानगरपालिका, नांदेड.



उपआयुक्त (१),

नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

NOTARIAL REGISTER
SR.NO. 421/2023
THIS DOCUMENT CONTAINS
PAGE NO. 1-43
DATE 27 MAY 2023



ANNEXURE X

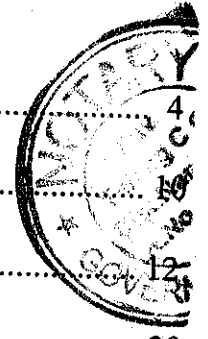
Supplementary Agreement for Door to door collection and transportation up to disposal site in Nanded Waghala City Municipal Corporation

Shaikh
SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India

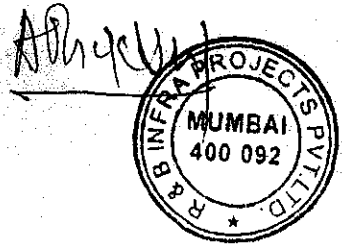


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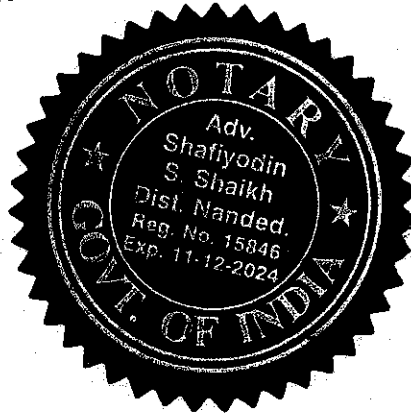
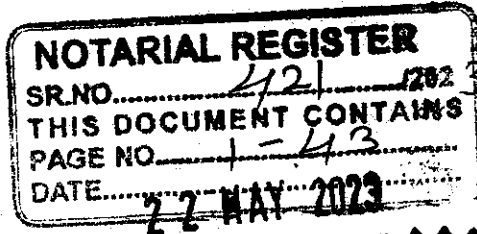
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[Signature]
 -By Commissioner
 Nanded Waghala City Municipal
 Corporation, Nanded.



[Signature]
SHAFIYODDIN S. SHIAKH
 Advocate & Notary
 (Appointed by Govt. of India)
 Dist. Nanded. (M.S.) India



SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT entered into on this day -----
May, 2023 of at Nanded. Maharashtra

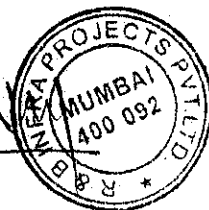
BETWEEN

Nanded Waghala City Municipal Corporation (NWCMC), a Municipal Governing body constituted under provisions of Maharashtra Municipal Corporations Act, represented by its Commissioner, having its office at New Administration Building, Station Road, Vazirabad, Nanded-431 601, hereinafter referred to as **"The Authority"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of **FIRST PART**.

AND

M/s.R&B Infra Project Pvt. Ltd; a company incorporated under provisions of the Companies Act 1956/2013, having its registered office at **Borivali (West), Mumbai** through its Authorised signatory **Mr.Ratansingh Rathore** (Hereinafter called **"The Contractor"** which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of **CONTRACTOR**) of the **SECOND PART**

Dy. Commissioner
Nanded Waghala City Municipal
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WHEREAS


- A) Nanded Waghala City Municipal Corporation (NWCMC) responsible for providing municipal and civic services, which includes the collection, segregation at source and transportation up to disposal / treatment / Land fill site of Municipal Solid Waste generated in the Nanded Waghala City.
- B) The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2000 & Solid Wastes Management Rules 2016, which makes it mandatory for every municipal authority to implement a scientific solid waste management system.
- C) The Authority invited competitive proposals from eligible bidders vide Tender Notice No.7642/2017, Dated 31st August 2017, 1st Addendum No.NWCMC/Sanitation/10931/2017, Dated 12.10.2017 and 2nd Addendum No.NWCMC/Sanitation/11372/2017, Dated 26.10.2017 for the work to carry out door to door collection of segregated wet & dry garbage from the generators in closed two compartment vehicles having ringing bell system and in required refuse compactors & Dumpers and transportation up to disposal / treatment / landfill site and Providing & Supplying labours for daily cleaning of roads, footpaths, pavements & open and vacant places manually, daily cleaning and collection of waste from roads, side drains / nallas, bins / container, within NWCMC limit as per Solid Waste Management and Handling Rules-2000 & Solid Wastes Management Rules 2016. (Hereinafter referred to as "the said work") and in response thereto, the Authority has received proposals from several bidders including the Contractor for implementing the said work.
- D) The Authority through its General Body Meeting vide its resolution No.77, dated 19th December, 2017 & Administrative Standing Committee Meeting vide resolution No.130, dated 08th March 2023 Meeting had resolved to accept the techno-commercial proposal of the Contractor and to allot the work to the Contractor



Dy. Commissioner
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on the terms and conditions that may be decided by the Commissioner NWCMC amicably with the Contractor.

- E) The Authority hereby grants and authorizes the Contractor to implement the said work in accordance with the terms and conditions of this Agreement and also issued Acceptance letter on dated 25th January 2018.

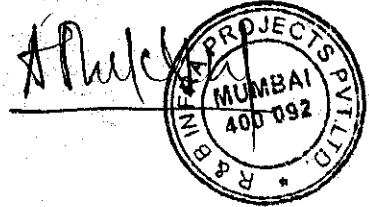
AND WHEREAS the parties here to are desirous of recording terms and condition agreed by the parties here to and as hereinafter appearing.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The Contractor and the Authority have accepted this Agreement on the terms and conditions set out below:



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ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning therein after respectively described to them hereunder

"The Contract" means the agreement entered into between the Authority and the Contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.


"The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.

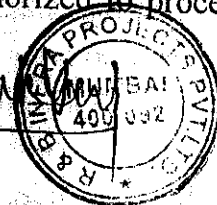
"The Goods" means all of the equipments, machinery and/or other materials which the contractor is required to supply to the Authority under the contract.

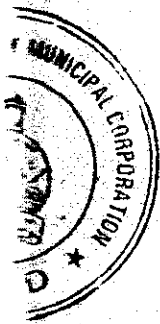
"Services" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical Assistance, Collection, segregation, transportation of solid waste from generators, Training to staff and other such obligations of the contractor covered under the contract.

"The Authority" means, the Municipal Commissioner of Nanded Waghala City Municipal Corporation or his representative designated by him.

"The Contractor" means successful tenderer that is the tenderer whose tender has been accepted and who has been authorized to proceed with the work.


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"The NWCMC" means the Nanded Waghala City Municipal Corporation,

"The Commissioner of NWCMC" shall mean Commissioner of Nanded Waghala City Municipal Corporation, the person, for the time being holding that Office and also his successors and shall include any Engineer or officer authorized by him.

"Tender" means the proposal of the Contractor submitted in prescribed form setting-forth the prices for the goods to be supplied and other related services to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.

"Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.

"Month" means calendar month.

"Site" means location at which the contractor will have to execute the contracted work.

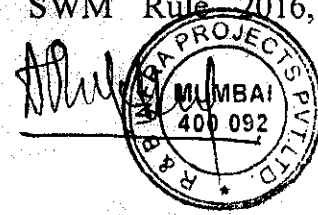
"The Engineer" shall mean the City Engineer, Executive Engineer or Deputy Engineer in Charge of the work

"Agreement" means this document entered into between the Contractor and the Authority as recorded in this agreement signed by the Contractor and the Authority including all attachment and annexures thereto and all the documents incorporated by reference therein and also includes any amendments hereto made in accordance with the provisions hereof

"Applicable Law" means all laws including Municipal Solid Waste (Management & Handling) Rules, 2000 and SWM Rule, 2016,

Dy. Commissioner

Nanded Waghala City Municipal Corporation, Nanded.



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Maharashtra Municipal Corporations Act, Road transport Act 1950, Accident Act, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Employee State Insurance Act 1948, Contract Labour (Regulation & Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986 in force and effect as of the date hereof and which may be promulgated or brought into force and effect herein after in India including judgments, decrees injunction writs or orders of any court, as may be in force and effect during the subsistence of this Agreement and applicable to the project/the Contractor.

"Applicable Permits" means all clearance, permits, authorizations, consents and approvals required to be obtained or maintained by the Contractor under Applicable Law in connection with the Project during the subsistence of this Agreement.

"Bio-medical Waste" shall have the meaning ascribed to it under the Bio-medical Wastes (Management & Handling) Rules, 1998.


"Compliance Certificate" means the certificate to be obtained by the Contractor as set out in Article 3.

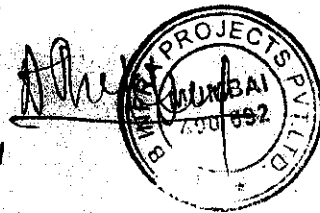
"Contract Value" shall mean the Service Fee / Tipping Fee payable by Authority to the Contractor during the Agreement period.

"Designated Locations/Collection Point" means the land situated at Survey No.372 and/or the locations specified by the Authority within the limits of Municipal Corporation.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Contractor as per their offer under Applicable Law.

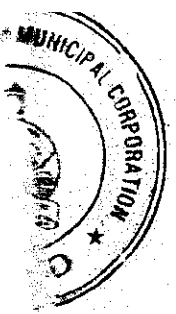
"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Article 6.


By Commissioner
Nanded Waghala City Municipal
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“Management Plan” means the plan for the implementation of the Project, duly signed by the Authority in token of its approval.

“Material Adverse Effect” means a material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“MSW Rules” shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2000 and any amendments thereto.

“SWM 2016” shall mean the Solid Wastes Management (Management and Handling) Rules, 2016 and any amendments thereto.

“Municipal Solid Waste” or “MSW” shall have the meaning ascribed to it in the MSW Rules.

“Parties” means the parties to this Agreement and “Party” means either of them as the context may admit or require.

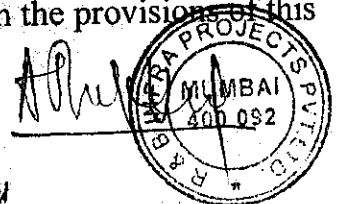
“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Contractor in accordance with Article 3.2.

“Project Area” means the Area of Municipal Corporation where the Contractor has to implement the said work.

“Termination” means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this

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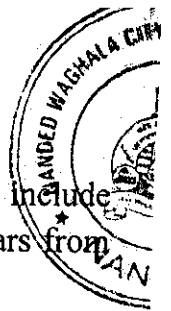
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Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement by efflux of time at the end of five years from the date of this Agreement or up to extended period.



“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” means the notice of Termination by Municipal Commissioner, in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

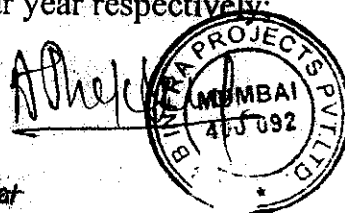
In this Agreement, unless the context otherwise requires,



- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications guidelines or bylaws which have the force of law;
- c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, Councils, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. The word “include” and “including” are to be construed without limitation;
- f. any reference to day, month and year shall means a reference to a calendar day, calendar month or calendar year respectively;

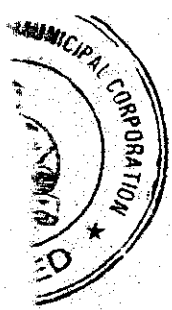


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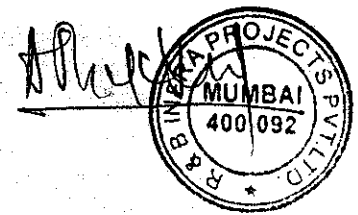
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Dist. Nanded. (M.S.)



- g. the Schedules to this Agreement from an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise required, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

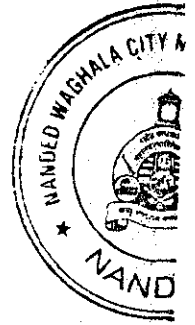



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Dist. Nanded. (M.S.) India

ARTICLE 2 CONTRACT



2.1 GRANT OF CONTRACT

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants and authorizes the Contractor to carry out Door to door collection of solid waste in NWC MC area (Total 20 Election Wards.) in segregated wet & dry condition. Collection of segregated garbage from various locations, transportation up to disposal / treatment / land fill site / transfer station with in NWC MC area as specified by the Authority including providing all Vehicles with GPS system, including providing, cleaning and maintaining waste containers / bins and including 5 years maintenance (Period of work can be extended up to two years if work is found satisfactory) and Supplying maximum 450 or as required Sweepers per day for Sweeping of Roads, Gullies, Pathways, Cleaning of Gutters, removal of heaps, including all required sweeping and cleaning tools like brushes and handle brooms & Safety gears like Mask etc. amenities for labours etc complete and as directed by Commissioner or Engineer in charge or Chief of Health Department. All work should be done according to the provisions of MWM Rule 2000 and SWM Rule-2016.


The Details are as below.

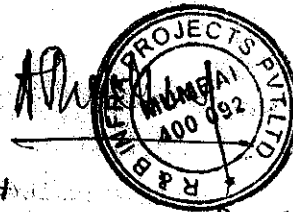
Sr.No.	Year	Tipping Fee	Administrative charges
		Rs. Per M.T.	Rs. Per Labour Per Day
1.	First Year	1631/- + Service Tax/GST	X + 80/-+ Service Tax/GST

X = Minimum Wages per labour per day as declared by Govt. of Maharashtra time to time including special allowances.

First year of work period, commences from date of work order.

As set forth in this Agreement every two year there will be 10% increase in the tipping fee and also 10% increase in the administrative charges for supply of per labour.


 Dy. Commissioner
 Nanded Waghala City Municipal Corporation, Nanded.



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2.2 CONTRACT PERIOD

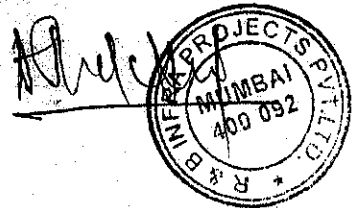
The Contract here by granted is for the period of five (5) years commencing from the date of work order including mobilization period of two months from the date of contract agreement. Mobilization period can be extended to one month with prior permission of the Municipal Commissioner. Mobilization period is only for purchasing of MSW Collection vehicles, during which the Contractor is authorised for collection and transportation of MSW with similar type of available vehicles in accordance with the provisions hereof. Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the date of Agreement and ending with the Termination Date, provided also that the contract may be extended after the expiration of contract period if work found satisfactory up to extendable two years (i.e. from date: 14/02/2023 to 13/02/2025).

2.3 ACCEPTANCE OF CONTRACT

In consideration of the rights, privileges and benefits conferred upon the Contractor, and other good and valuable consideration expressed herein, the Contractor hereby accepts the Contract and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.



Dy. Commissioner
Nanded Waghala City Municipal
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SHAFIYODDIN S. SHAIKH
Advocate & Notary
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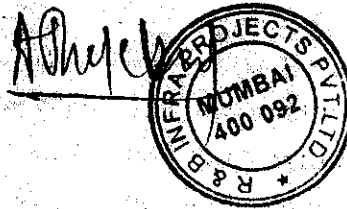
ARTICLE 3 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall have to perform / discharge its obligation as per Scope of Work of the Tender Document. The scope of the project includes the following but not limited to:

3.1 COLLECTION AND TRANSPORTATION OF MSW AT DESIGNATED LOCATIONS

- 1) Door to door collection of MSW from residential, shops, vegetable/ fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, industrial area, open dumping points, hotels, public places and any other areas not excluded elsewhere in this document from project area of NWCMC as defined in MSW Rules, 2000 and SWM Rule 2016 in NWCMC area.
- 2) Collection and transportation of MSW up to Disposal point in Nanded Waghala City Municipal Corporation as per the guidelines given by Municipal Commissioner. The successful bidder will arrange for the collection of MSW from door to door in such a way that it'll be taking from the rickshaw trolley / auto tipper to tractor / compactor without touching the ground any time. The successful bidder will have to deploy as much manpower as necessary for door to door collection and other required operation and upon the direction of Municipal Commissioner will increase the number as much as directed. For the operation of the project ward will be the most important unit. The bidder will divide the ward into blocks of 1000 household or as per the field condition within municipal limit. For each block/ area deploy separate man power for collection of garbage. For awareness generation successful bidder will also form community organization (C.O.) of active people in the block for each block and will take suggestion from the CO and will also act upon the suggestion.

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SHAFIYODDIN S. SHANKAR
Advocate & Member
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India



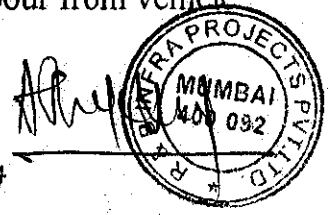
- 3) Removal of waste from the Project Area prior and/or after, in an emergency situation of the Nanded Waghala City Municipal Corporation such as any public meeting, Government functions and any other occasion festivals etc., or during the night timings on instructions from Nanded Waghala City Municipal Corporation within 2 (two) hours on receipt of instructions.
- 4) Collection of street waste swept and deposited at collection points by Sweeping Labour to the secondary point in that zone and Finally Transportation to the Disposal site.
- 5) Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops/ slaughter house and provide such separate fleet after weekly markets in various area, Godavari River fronts, Play grounds, Gurudwara and other Religious Places and as and when required by Nanded Waghala City Municipal Corporation from time to time for other generators.
- 6) Collection of Waste from storm water drains and sewage lines as and when instructed by Municipal Commissioner or his representative.
- 7) Providing manpower for operation and maintenance of the Project.

1 Manpower: Deployment of all Manpower to be ensured for street cleaning, drain cleaning, collection, transportation of Waste including the key personnel for the management and supervision of all Project-related activities. This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, safety, environmental management and equipment maintenance, procurement, materials management and quality control. From the past experience requirement of labour is maximum 450 nos. However Commissioner will access the field condition and will decide the figure of labour required for street sweeping and drain cleaning for 100% collection and Transportation MSW every day.

I	Labour for Street Sweeping	Maximum 250 full time
II	Labour for Drain Cleaning	Maximum 200 full time

These 450 Labours are totally different from labour from vehicle

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8) Providing other facilities stated in the Agreement including manpower for monitoring and grievance redressal, washing service and facilities for labour like gloves and uniforms.

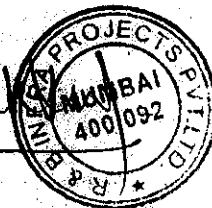
9) Bear all cost of fuel, vehicle maintenance including breakdowns, deploying manpower required for operating and managing the Project. Infrastructure Development and furnishing of Workshop and Parking Space to be ensured. Arrangement of necessary infrastructure/ spare parts etc. and manpower for the purpose of regular maintenance of the vehicles, machinery & equipment etc to be carried out.

10) Procurement of Equipments/ Machinery: Procurement, installation and testing of equipment and machinery within the stipulated time period. Not limited to but Minimum Machinery and Vehicle Require for Door to Door Collection and Transportation of Municipal Solid Waste is given below.

Sr. No.	Particulars	Quantity
1	Pushcart with labor	50
2	Tata-s or Similar type of Vehicle (with Driver and one Labour)	90
3	Tata 407 or Similar type of Vehicle Tempo with Hydraulic jack (with Driver and Four Labour)	20 (One for each Sanitary Ward)
4	Refuse Compactor (with Driver and two Labour) [6 nos with 10 T Capacity]	06
5	JCB Machine (with Driver and Labour) [(4DX)]	01
6	Dumper Placer (with Driver)	02 With 20 Bins
7	Tractor with Two trolley (Driver and Four Labour)	01

11) In consultation with Municipal Commissioner, develop and implement a public complaint Redressal system operational for 24 hours in a day and 365 days in a year.

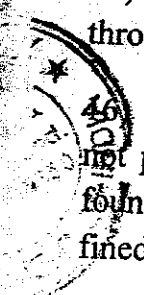
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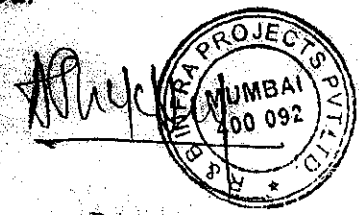
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 Advocate & Notary
 (Appointed by Govt of India)
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- 12) The successful bidder Plan, organize and run a sustained awareness campaign over the Agreement Period for creating community awareness related to MSW, ensuring its mobilization and soliciting its participation/ cooperation in effective management of the solid waste.
- 13) The successful bidder will follow labour laws, the minimum wages act and other applicable laws.
- 14) Will comply with any other direction given by Municipal Commissioner time to time.
- 15) The Successful bidder has to carry out their duty 365 days throughout the year for five years.
- 16) Contractor's (Successful Bidder) workers (Safai Karmchhari) will not perform any private work during the working hours. If any worker found doing private job during the working hour's then Contractor will be fined for such worker @ 1.50 times of Daily wages per day per worker.
- 17) The Contractor's workers will work in proper dress/uniform with duly attested ID Card. In case worker found without uniform and ID card then Contractor will be fined for Rs.100/- per day per worker.
- 18) In case of workers strike regarding non-payment of monthly wages for more than a day then Contractor will be fined of Rs.75,000/- per day. Due to non payments of monthly wages, if Contractor's worker doesn't perform their duty continuously for 7 days then Municipal Commissioner has the right to seize the performance security and right to cancel the agreement if required.
- 19) Contractor will make effort that all containers / bins in the residential area are removed gradually because those containers will be of no use after the implementation of the plan and will hand over to NWCMC.
- 20) Waste (garbage, dry leaves) should not be burnt.
- 21) All vehicles should be closed & properly covered.



By 
 Nanded Waste Management Municipal Corporation



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SHAFIYODDIN S. SHAIKH
 Advocate & Member
 (Appointed by Govt of Maharashtra)
 Dist. Nanded. (M.S.) 430002

22) It is obligatory to carry out O&M of Existing weighing bridge of NWCMC at disposal site for its smooth working for the Five years from the date of Signing of contract document.

23) GPS system on each vehicle and Control Room should be installed by successful bidder.

24) The successful bidder should install Necessary monitoring system to the requirements of NWCMC in control room for regular monitoring of MSW collection and Transportation. No extra payment will be done to the Contractor for these monitoring system. Any manipulating in this online system will not be accepted.

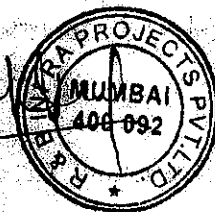
Contractor shall ensure that the Project meets stipulated pollution norms and guidelines and that MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2000 and SWM Rule 2016 or its subsequent amendments and the guidelines of the manual on solid waste management published by CPHEEO, MoUD, and BIS.


All these activities shall be done in compliance with the Government of India's Municipal Solid Waste (Management and Handling) Rules of 2000 and SWM Rule 2016 and in accordance with performance standards and output specifications prescribed in the Contract Agreement.

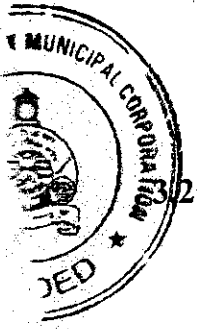
The Project shall not, however, cover (i) biomedical, (ii) Construction and debris waste, and (iii) hazardous waste.

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Contractor shall have the following obligations:


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Corporation, Nanded




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Advocate & ...
(Appointed by Govt.)
Dist. Nanded. (M.S.)



PERFORMANCE SECURITY

- a. The contractor shall for due and punctual performance of its obligations relating to the said work have deposited Initial Security Deposit in the form of Bank Guarantee or Demand Draft at the rate of 2% of accepted tender cost for the contract period i.e. aprox.50 Cr.

Rs.1,00,00,000/- (Rupees One Crore only) in the form of Bank Guarantee vide BG No.:- 0121623IPG007214, **BANK OF MAHARASHTRA**, Brach:-T.M.C, THANE, Dated 06/05/202023.

And

Authority shall deduct 3% Security Deposit from each bill & the same will be released after 12 month only after submitting equivalent amount of Bank Guarantee.

- b. The Performance Security in form of Bank Guarantee deposited by the Contractor shall be kept valid till the deposition of further Performance Security as per the rate mentioned in the clause "a".
- c. The latest Performance Security in form of Bank Guarantee deposited by the Contractor shall remain valid till the contract period. The Authority shall be entitled to forfeit the part of the bank guarantee towards the fulfillment of claim if any. Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the Performance Security be released to the Contractor.
- d. No interest is payable to the Contractor on the Performance Security as well as on the Initial and Further Security Deposit.

3.3. GENERAL OBLIGATIONS

The Contractor shall:

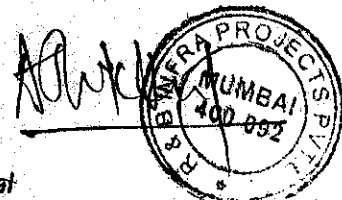
- a. Procure all Applicable Permits under Applicable Laws for the purpose of carrying out its obligations at its own cost and expense, and be in compliance thereof at all times during the period of this Agreement.



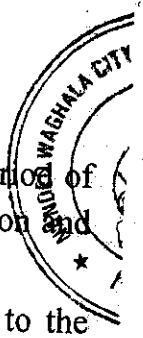
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Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India



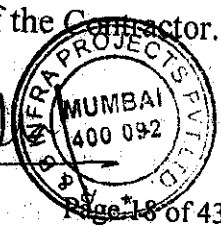
- b. Comply with Applicable Laws at all times during the period of this Agreement, including the Contract Labour (Regulation and Abolition) act, 1970, Minimum Wages Act, 1948.
- c. Ensure that all aspects of the said work shall conform to the laws pertaining to environment, health and safety aspects including Municipal Solid Waste (Management & Handling) Rules 2000 and SWM 2016, policies and guidelines related thereto.
- d. Ensure that the vehicles used for transfer of MSW are registered with the transport authorities concerned and ensure that requisite insurances, taxes are promptly paid / arrange to be paid.
- e. Ensures that even in the strike/ labour disruption of sanitation labour, driver of vehicles, the Contractor shall be liable to carry out the daily work as set out in the Agreement.
- f. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the said work and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard;
- g. Be responsible for all the health, security, environment and safety aspects of the said work at all times during the Contract Period. The Authority shall not be liable to pay any compensation/damages arising out of any accident or claim.
- h. Taxes excluding the Service tax / Goods and Service Tax which is payable by the Authority if applicable, contractor shall pay all other taxes, duties and outgoings relating to the said work.
- i. Shall be liable to comply all terms and conditions as specifically set out in the Tender Document.
- j. Loss of life or wealth shall be responsibility of the Contractor.



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SHAFIYODDIN S. SHAikh
Advocate & Notary
(Appointed by Govt of Maharashtra)
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- k. All claims, damages, compensations arising out any accident/ mishap, the Contractor shall be liable for the same.
- l. The Contractor shall take care about the safety of vehicles including parking etc. when not in use. If possible Authority shall provide parking area for MSW collection vehicles, without any charge.
- m. Increase or decrease in the quantities of man power if required during the contract period as per requirement which will be the discretionary power of the Authority


3.4 INSURANCE

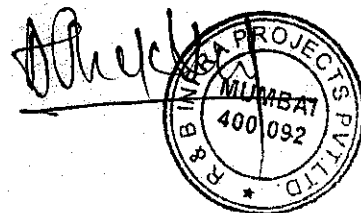
The Contractor shall at his own cost and expense, purchase and maintain by due reinstatement or otherwise, during the Contract Period all insurances in respect of the worker in accordance with the Good Industry Practice. The Contractor shall maintain a register of entry in order of premiums paid towards the insurance and proof of payments made shall be submitted to the Authority if demanded.

3.5 NO BREACH OF OBLIGATIONS

The Contractor shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (i) Force Majeure Event;
- (ii) Compliance with the instructions of the Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contractor of any of its obligations hereunder;
- (iii) Closure of the said work or part thereof with the approval of the Authority.


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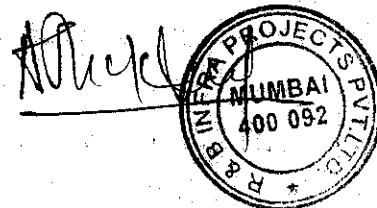
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Advocate & Notary
(Appointed by Govt. of India)
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ARTICLE 4
THE AUTHORITY'S OBLIGATIONS

- 4.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority shall have the following obligations
- a. Provide Management Plan to the Contractor.
 - b. Promote segregation of MSW at household level into organic and inorganic waste.
 - c. The successful contractor would be given a list of places identified as secondary waste storage depot for placing 4.5 cum M S Container. All these sites would be duly asphalted or will have concrete flooring done by the Authority to facilitate maintenance of hygienic condition around the containers. These spaces should be cleaned during maintenance period by the Contractor at his own cost.
 - d. In event of any adjourn villages /area included in NWCMC the Contractor has to provide services to the villages/area as per the terms and condition of this Contract after the mutual understanding between the Authority and the Contractor.
 - e. In event of shifting of dump site/ treatment site/landfill site, then per ton rates of the Collection and transportation work will be revised considering the additional distance of transportation, according to the rates of prevailing CSR.
 - f. The Authority will provide water facility for washing the containers periodically at the landfill site / treatment site / disposal site if possible. All water charges for the same will be borne by the Contractor.
 - g. The Authority shall provide suitable approach roads for the vehicles up to the entrance of landfill site / treatment site/ disposal site.


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Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India




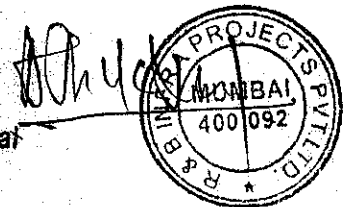
- h. The Authority will provide lighting facility at landfill site / processing site in case the operations are to be carried out during the night.
- i. The Authority shall provide suitable office space to the contractor to facilitate co-ordination and monitoring of the work being done.
- j. The Authority will provide locations for transfer station in order to transport the accumulate garbage from these site to processing / landfill site. However contractor has to take all precautions as per the MSW Rule 2000 and SWM Rule 2016.
- k. Occasionally, if the Contractor requires to deploy extra labour apart from 450 labours per day in night shift or any other occasion then the Authority will make the extra payment for the same as per the accepted tender rate.
- l. In case of any non-compliance by the waste generators, ensure that the generators of MSW in the Project Area comply with MSW management practice as notified by the Authority from time to time.

4.2 GENERAL OBLIGATION

The Authority shall:

- a. Where appropriate provide necessary assistance to the Contractor in securing Applicable Permits.
- b. Observe and comply with all its obligations set forth in this Agreement.
- c. Resolve disputes, if any, between the Contractor and the generators of MSW in the Project Area through amicable means or arbitration.


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SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
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**ARTICLE 5
PAYMENT TERMS**

5.1 PAYMENT OF SERVICE FEE / TIPPING FEE

- a. Subject to the provisions of this Agreement and in consideration of the Contractor undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Authority agrees and undertakes to pay to the Contractor a service fee /Tipping fee and Wages as described in the Tender Document.
- b. The Contractor shall be required to submit bills alongwith the compliance certificate by concerned Sanitary Inspector by 5th day of every month succeeding the month of the work to the Authority. The Contractor shall submit declarations alongwith the bill for having fulfilled the conditions of contract for having followed the labour rules strictly. The Authority upon verification of the same shall release payments to the Contractor after taking into account any deductions /fine/penalties imposed by the Authority. The Contractor shall not be entitled to claim any interest/penalty for the delay to release the payment. In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month.
- c. All payments to the Contractor shall be made by way of account payee cheque drawn in favour of the Contractor or through RTGS/NEFT.
- d. Payment towards the collection & transportation of MSW will be made on MT basis.
- e. All statutory taxes will be deducted from each bill according to the directions.
- f. As set forth in this Agreement every two year there will be 10% increase in the tipping fee and also 10% increase in the administrative charges of labour supply.

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Advocate & Solicitor
(Appointed by Government)
Dist. Nanded.


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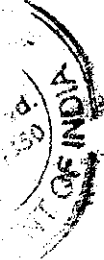


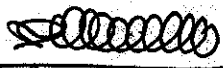
PENALTIES.

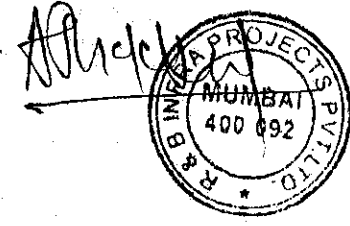
If Contractor fails to collect less than 175 M.T./day as specified then, he will be penalized @ 1.20 times as compare to sanctioned rate for that period for such a short quantity.

However as specified above, if minimum waste is not generated in the project area, then in that case, with a report from Health department, Authority will reduce these minimum waste collection limits up to a desired level, with prior approval of General Body.

The Commissioner, NWCMC will perform all the functions as said above in this clause on behalf of the Authority.




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SHAFIYODDIN S. SHIAKH
Advocate & Notary
(Appointed by Govt of India)
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ARTICLE 6
FORCE MAJEURE

6.1 Force Majeure Event

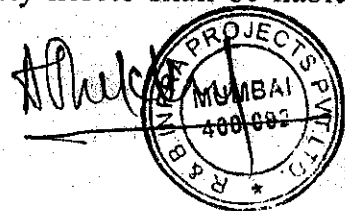
Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event

- a) Earthquake, flood, inundation and landslide
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c) fire caused by reasons not attributable to the Contractor or any of the employees for purposes of the Project;
- d) Acts of terrorism;
- e) Action of a Government Agency having Material Adverse Effect
- f) Early termination of this Agreement by Authority for reasons of national emergency or national security.
- g) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of the Contractor caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Contractor by or on behalf of the Contractor.
- h) Any events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event.

If the Parties are rendered unable to perform any of their obligation under this Agreement because of a Force Majeure Event save and except as expressly provided in the Agreement neither party hereto shall be liable



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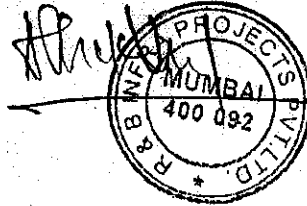
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Advocate & Notary
(Appointed by Govt. of Maharashtra)
Dist. Nanded. (M.S.)



in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

The Commissioner, NWCMC will perform all the functions as said above in this clause, on behalf of the Authority.


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SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India

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ARTICLE 7
EVENT OF DEFAULT AND TERMINATION


7.1 Event of Default

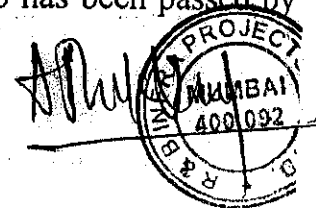
Event of Default means either Contractor's Event of Default or the Authority's Event of Default or both as the context may admit or require.

a) CONTRACTORS EVENT OF DEFAULT

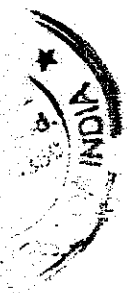
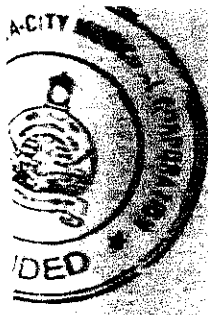
Any of the following events shall constitute an event of default by the Contractor ("Contractor Event of Default")

- i. The Contractor has stopped door to door collection of organic / Inorganic MSW from the generators of MSW and failed to collect the Organic /Inorganic MSW as per the Management Plan, also fails to supply the required labour to sweep & clean gutters, except where performance has been prevented by a Force Majeure Event;
- ii. Failure to follow any of the Govt. orders, rules, laws etc. which are in force today or in future.
- iii. The Contractor has failed to provide worker, equipment and vehicles as stated in tender terms and condition.
- iv. The Contractor has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 30 days;
- v. Penalty amounts as payable by the Contractor is equal to not greater than 10% of per year Contract Value. For the purpose of this clause approximate per year contract value with consider 20 Crore.
- vi. Any representation made or warranty given by the Contractor under this Agreement is found to be false or misleading;
- vii. A resolution for voluntary winding up has been passed by the Contractor;


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Advocate & Notary
(Appointed by Govt of India)
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- viii. Any petition for winding up of the Contractor has been admitted and liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Contractor under this Agreement.
- ix. The Contractor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.
- x. The Contractor has repudiated or abandoned the said work;


b) AUTHORITY'S EVENT OF DEFAULT

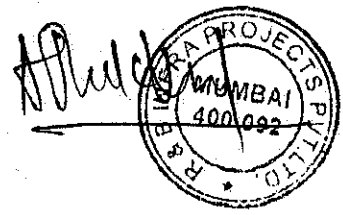
Any of the following events shall constitute an event of default by the Authority ("Authority's Event of Default"), when not caused by a Contractor's Event of Default or Force Majeure Event:

- (i) The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (ii) Any representation made or warranties given by the Authority under this Agreement has been found to be false or misleading.

7.2 PENALTIES

In case of a Contractor's event of default or non-performance of its obligation, the Contractor shall pay to the Authority penalty


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 Advocate & Notary
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amount as set out in respective clause of tender terms and conditions and specified in tender documents.

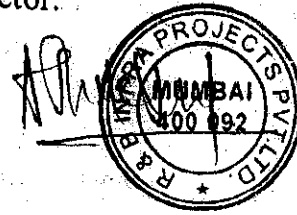
Commissioner, NWCMC will perform all the functions as said below in this clause, on behalf of Authority.

If Contractor fail to clean the road, drains & collection and transportation of solid waste then he will eligible penalty as below.

1. It is presumed that about 225 MT solid waste will be generated in NWCMC area. All waste generated must be collected and transported to Processing/Land fill site daily and city should be cleaned based on zero garbage methodology. If it is observed that transported waste up to Disposal site is less than 175 MT on particular day then penal action will be proposed @ 1.20 times of Sanctioned rate for per MT of particular period for the quantity less than 175 MT.
2. Any tampering to GPS system device will be penalised at Rs.3000/- per device.
3. If any worker left the site of work before completion of specified time then recovery will be fined per such worker @ 1.50 times of Daily wages per day per worker from the contractor
4. It is obligatory to supply sweepers per day for road & gutter cleaning work as approved by The Commissioner of NWCMC. However if less sweepers are provided by the contractor though they are required then payment towards those less supply will be deducted from the bill @ 1.50 times of sanctioned rates. However it will be discretionary to the Authority to take such a labour, and to decide the required quantity of labours.

All such spot fines so levied as per the Appendix VIII of RFP will be deducted from the monthly bill of the contractor.


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Nanded Waghala City Municipal
Corporation, Nanded.



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SHAFIYODDIN S. SHAHK
Advocate & Notary
(Appointed by Govt. of India)
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There will be no penalty due to the failure or problem at dump site / processing site. The contractor should be informed to the Authority in writing on same day or next day regarding the difficulties / hindrance.

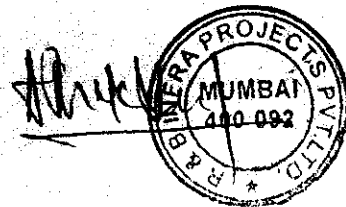
7.3 TERMINATION DUE TO EVENT OF DEFAULT

(a) TERMINATION FOR CONTRACTORS EVENT OF DEFAULT

- (i) Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Contractors Event of Default, Authority shall be entitled to terminate this Agreement in the manner as set out under.
- (ii) If the Authority decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Contractor. Within 30 days of receipt of the Preliminary Notice, the Contractor shall submit to Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default. In case of non-submission of the Contractor's Proposal to Rectify the default within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to forfeit.
 - a. The Performance Security, and
 - b. The Initial Security Deposit
- (iii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, Authority shall be entitled to terminate this Agreement, by issue of Termination Notice. The termination notice will automatically come into effect after 90 days of receiving it and to forfeit.


Dy. Commissioner

Nanded Waghala City Municipal
Corporation, Nanded.



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Dist. Nanded. (M.S.) India



**ARTICLE 8
DISPUTE RESOLUTION**

8.1 AMICABLE RESOLUTION

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.

(b) Either Party may require such Dispute to be referred to the Commissioner NWCMC (or the Person holding charge) and the Executive Officer of the Contractor for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 8.2 below.

8.2 ARBITRATION

(a) **Procedure**


Subject to the provisions of Article 8.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act. The arbitration shall be by sole Arbitrator, by mutual agreement in case of consensus on the name of the Arbitrator, the Arbitrator appointed as per the Provisions of Arbitration and Conciliation Act will conduct the Arbitration.

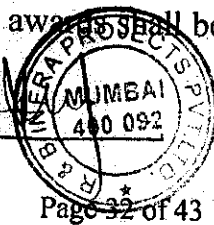
(b) **Place of Arbitration**

The place of arbitration shall ordinarily be Nanded.

(c) **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be


Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded



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in English and, if oral hearings take place, English shall be the language to be used in the hearings.

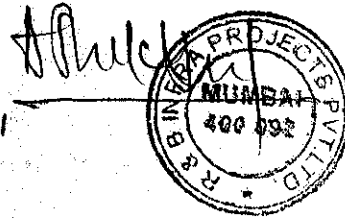
(d) **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

8.3 Performance during Dispute

Pending the resolution of any Dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.


By Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



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Dist. Nanded. (M.S.) India



**ARTICLE 9
MISCELLANEOUS**

9.1 ASSIGNMENT AND CHARGES

The Contractor shall not assign in favor of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Authority.

9.2 Government Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts of the Nanded will have jurisdiction relating to all matters arising from this Agreement.

9.3 Amendments


This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

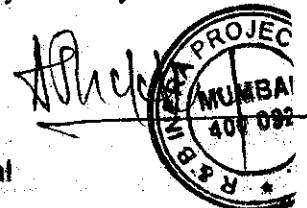
9.4 Intent and Effect

Each of the Parties hereto undertakes to fully and promptly observe and comply with the provisions of this Agreement.

9.5 Non-Waiver

No omission or delay on the part of any Party in requiring a due and punctual fulfillment by any other Party of its obligations hereunder shall constitute, or be deemed to constitute, a waiver of any of such Party's rights to require such due and punctual fulfillment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.


Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



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9.6 Binding Effect

Subject to the terms and conditions hereof, this Agreement is binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

9.7 Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never composed a part thereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

9.8 Additional Documents

Each Party hereto shall promptly execute and deliver such additional documents and Agreements as are envisaged in this agreement and any other Agreement or document as may be reasonably required for the purpose of implementing this Agreement, provided that no such document or Agreement shall be inconsistent with the spirit and intent of this Agreement.

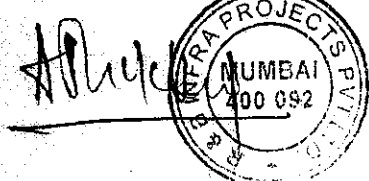
9.9 Counter parts

This Agreement may be executed simultaneously in two counter parts each of which shall be deemed an original but both of these shall together constitute one and the same instrument.

9.10 Notices

All notices requests, demands and other communication made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered, mail (confirmed and writing by postage prepaid registered mail), email and shall be

Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded



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Shaiky
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Advocate & Notary
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Dist. Nanded. (M.S.) India

addressed to the appropriate party at the following address or such other address or place as such Party may from time to time designate;

To the Authority at:

THE COMMISSIONER
NANDED WAGHALA CITY MUNICIPAL CORPORATION
NEW ADMINISTRATION BUILDING, STATION ROAD,
VAZIRABAD, NANDED- 431 601.

E-Mail:- info@nwcmc.gov.in

To the Contractor at:

R & B Infra Project Pvt. Ltd;
B-1, Neela Apartment,
Opp.Mandpeshwar Ind.Estate,
S.V.P.Road, Borivali (West),
Mumbai-400 092.

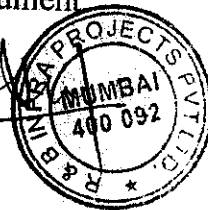
E-Mail:- ratansingh@rathoregroup.co


Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery on the date of delivery, (ii) in the case of mail delivery on the date which is seven (7) days after the mailing thereof and (iii) in the case of a telex or cable, the date of dispatch thereof.(iv) In the case of email, same day as it has been sent.

- 9.11 The Contractor shall be responsible for the payment of appropriate Stamp duty on this Agreement as per Bombay Stamp Act.
- 9.12 The terms and conditions of the Tender documents, annexures to the said Tender Document and to this Agreement are to be considered part and parcel of this Agreement.
- 9.13 Minutes of pre-bid meeting or clarification given by the Authority in pre-bid meeting is the part and parcel of the tender document


Dy. Commissioner

Nanded Waghala City Municipal
Corporation, Nanded.




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Dist. Nanded. (G.S.)



In Witness Whereof the, Parties Have Executed and Delivered This Agreement as To The Date First Above Written

For Authority

[Signature]
Dy. Commissioner

Nanded Waghala City Municipal Corporation

SIGNED SEALED AND DELIVERED

For and on behalf of The Authority by

Mr. Niles S/o Shetty Sunkewar

Dy. Municipal Commissioner (1)

With in named in the presence of

For Contractor

[Signature]
R & B INFRA PROJECTS PVT. LTD.
MUMBAI
400 092

SIGNED SEALED AND DELIVERED

For and on behalf of M/s. R & B Infra Project Pvt. Ltd;

B-1 Neela Apartment, Opp. Mandpeshwar Ind. Estate,

S.V.P. Road, Borivali (West), Mumbai-400 092.

By Authorized signatory Mr. Ashok R. Pal

B-2/10/5, Sanpada, Navi Mumbai.

With in named in the presence of

Witness:

[Signature]

1) Shri. Girish Kadam,

[Additional Commissioner, NWCMC Nanded]

[Signature]

2) Shri. Ajitpal Singh Sandu,

[Legal Officer, NWCMC Nanded]

[Signature]

Dy. Commissioner
Nanded Waghala City Municipal Corporation, Nanded.

[Signature]




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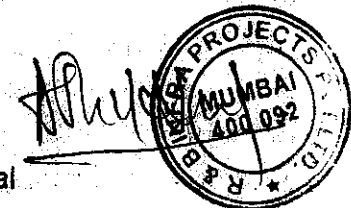
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Dist. Nanded (M.S.) India

SCHEDULE "I"
PENALTY
(As per clause 7.2 of the Agreement)



Sr.No.	Particulars
1.	It is presumed that about 225 MT solid waste will be generated in Project area. All waste generated must be collected and transported to Processing/Land fill site daily and project area should be cleaned based on zero garbage methodology. If it is observed that transported waste up to Processing/land fill site is less than 175 MT on particular day then penal action will be proposed @ 1.20 times of Sanctioned rate for the quantity less than 175 MT. The Minimum quantity of this 175 MT will be reviewed yearly by Municipal Commissioner. To maintain the city garbage free and to lift at least 90% garbage per day, this minimum limit can be increased or decreased up to desirable limit by Municipal Commissioner. Municipal Commissioner's decision will be final in this regard.
2	Any tampering to GPS system device will be penalised at Rs.3000/- per device.
3	If any worker left the site of work before completion of specified time then recovery will be done @ 1.5 times of rate specified in schedule B
4	It is obligatory to supply upto 450 sweepers per day for road & gutter cleaning work as approved by The Commissioner of NWCMC. However if less sweepers are provided by the contractor, though they are required then payment towards such a less supply will be deducted from the bill @ 1.50 times of sanctioned rates. However it will be discretionary to the Authority to take such a labour, and Authority will have discretion to fix the quantum of labour requirement per day.
5	All such penalties so levied will be deducted from the monthly bill of the contractor



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Nanded Waghala City Municipal
Corporation, Nanded.

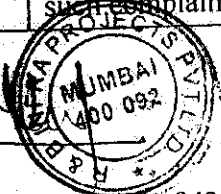


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Advocate & Solicitor
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Dist. Nanded.


SCHEDULE "II"

Sr.no.	Parameters	Benchmark	Penalty
1	Minimum Manpower (Door to door collection)		
a	i) Driver (Auto Tipper) Nos. as submitted by the Contractor approved by the Municipal Commissioner ii) Coolie Nos. as submitted by the Contractor approved by the Municipal Commissioner	Upto 90 % : Acceptable	No penalty
b		From 80-90%: Improvement required.	> Rs.500 for each such employee below 90% each day for the first 30 days. > Rs.1000 per day for the next 30 days Rs.5000 per day for the next 30 days even after 90 days, attendance remains below 90% then a cure period of 30 days will be given and in case no such action will be taken by the Contractor, it will be treated as Event of Default.
c		Less than 80%: Not acceptable	> Rs.5000 per day for the initial 30 days for each such employee below 80% > A cure period of 30 days will be given and in case no such action taken by the Bidder, it will be treated as Event of Default
2	User Complaints (Door to Door Complaints)		
a		Upto 550 complaints per day	> No penalty
b		More than 551 to 2000 complaints per day	> Rs.100 for each such complaints,


 Dy. Commissioner
 Nanded Waghala City Municipal Corporation, Nanded.



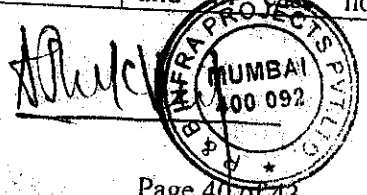
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SHAFIQODDIN S. SHIAKH
 Advocate & Notary
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 Dist. Nanded. (M.S.) India

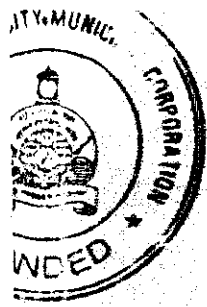
Sr.no.	Parameters	Benchmark	Penalty
			> Even after 90 days, if the Bidder fails to bring it to an acceptable level, it shall be treated as Event of Default.
c		More than 2000 complaints per day for a continuous period of 3 months	> Rs.100 for each such complaint multiplied by number of days. A cure period of 30 days will be given and in case no such action taken by the Bidder to improve its working, it will be treated as Event of Default
3	Minimum Manpower (Street Sweeping & Collection of Street Waste)		
a	Street Sweeping Staff (as per approved Operation Plan)	Upto 90% : Acceptable	> No penalty
b		From 80 - 90%: Improvement required.	> Rs.500 for each such employee below 90% each day for the first 30 days > Rs.1000 per day for the next 30 days > Rs.5000 per day for the next 30 days > Even after 90 days, attendance remains below 90% then a cure period of 30 days will be given and in case no

[Signature]
By Commissioner


Nanded Waghala City Municipal Corporation, Nanded.

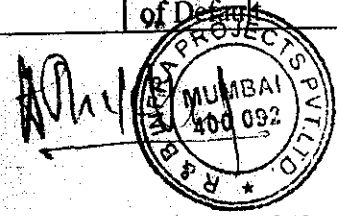


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Appointed by Govt of India
Dist. Nanded, Maharashtra



Sr.no.	Parameters	Benchmark	Penalty
			such action taken by the Bidder, it will be treated as Event of Default.
c		Less than 80 % : Not acceptable	<ul style="list-style-type: none"> ➤ Rs.5000 per day for the initial 30 days for each such employee below 80% ➤ A cure period of 30 days will be given and in case no such action taken by the Bidder, it will be treated as Event of Default
4	User Complaints (Street Sweeping)		
		Upto 550 complaints per day	➤ No penalty
		More than 551 to 2000 complaints per day	<ul style="list-style-type: none"> ➤ Rs.100 for each such complaints, ➤ Even after 90 days, if the Bidder fails to bring it to an acceptable level, it shall be treated as Event of Default.
c		More than 2000 complaints per day for a continuous period of 3 months	<ul style="list-style-type: none"> ➤ Rs.100 for each such complaint multiplied by number of days. A cure period of 30 days will be given and in case no such action taken by the Bidder to improve its working, it will be treated as Event of Default


 By Commissioner
 Nanded Waghala City Municipal Corporation, Nanded.



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SHAFIYUDDIN S. SHAIKH
 Advocate & Notary
 Appointed by the Govt. of India
 Dist. No. 1.S.J. 100/18

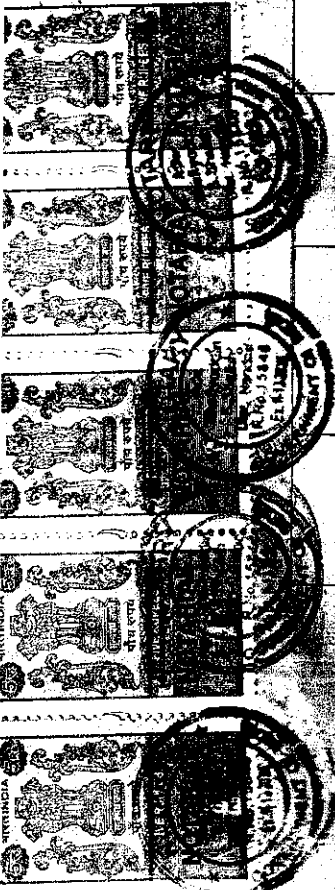
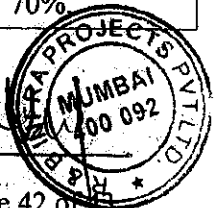
Sr.no.	Parameters	Benchmark	Penalty
5	User Complaints (Drain Cleaning)		
a	If the instruction is given between 6 am to 1 pm, within 6 (six) hours otherwise within 24 hours after the receipt of instruction from the Authority		
b		95% Compliance of the above instance in a month.	> No Penalty
c		95% to 85% Compliance of the above instance in a month.	> Rs.2000 for each such instance.
6	Collection of MSW from public meeting, Government functions And any other occasion festivals or Emergency situation etc.		
	If the instruction is given between 6 am to 1 pm, within 6 (six) hours otherwise within 24 hours after the receipt of instruction from the Authority		
a		95% Compliance of the above instance in a month.	> No Penalty
b		95% to 85% Compliance of the above instance in a month.	> Rs.2000 for each such instance.
7	Complaint Redressal		
		> 90% complaint (received in a month) redressal with in stipulated time as mentioned under Article 7 (above)	> No penalty
		> 90% complaint (received in a month) redressal after stipulated time as mentioned under Article 7 (above) but before 24 hours	> Rs.1000 per complaint
		70% - 90% complaint (received in a month) redressal within stipulated time as mentioned under Article 7 (above)	> Rs.2,000 per complaint below 90% and upto 70%
		70% - 90% complaint (received in a month) redressal after stipulated time as mentioned under Article 7 (above) but before 24 hours	> Rs.5,000 per complaint
		Following will be treated as Contractor Event of default: ✓ 70%- 90% Complaint redressal not within 24 hours for	> Rs.10,000 per complaint below 90% and upto 70%

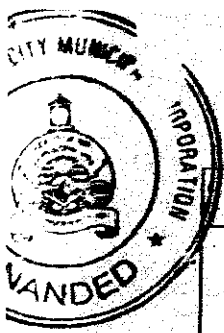
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Dy. Commissioner
Nanded Waghala City Municipal Corporation, Nanded.

SHAIKH MODIN S. SHIAKH
Advocate & Notary
(Appointed by Govt of India)
Dist. Nanded. (M.S.) 4000

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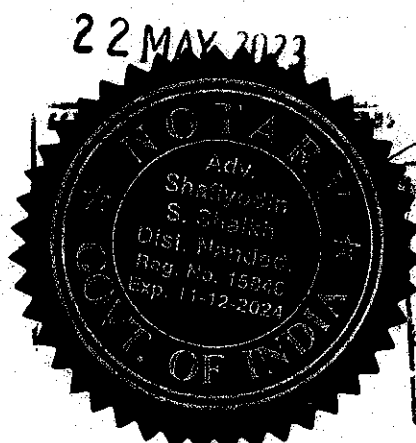
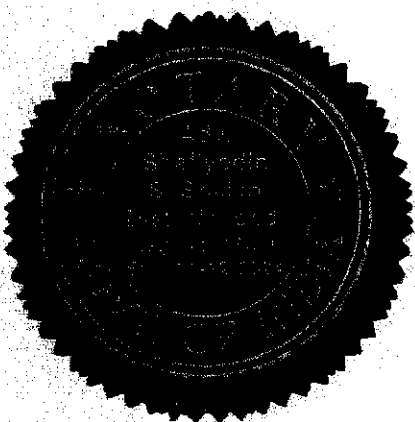
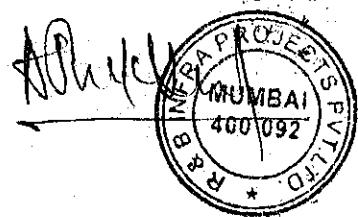


Sr.no.	Parameters	Benchmark	Penalty
		continuous 2 months Less than 70% complaint redressal in any month; ✓ Cure period of 30 days will be given to improve the percentage of redressal	> Rs.50,000 per complaint for less than 70% redressal. > Failure to improve the percentage within cure period may lead to Termination of the Concession Agreement by the Contractor
		Following will be treated as Contractor Event of default: ✓ 70%-90% Complaint redressal not within 24 hours for continuous 2 months ✓ Less than 70% complaint redressal in any month; ✓ Cure period of 30 days will be given to improve the percentage of redressal	> Rs.10,000 per complaint below 90% and upto 70%. > Rs.50,000 per complaint for less than 70% redressal. > Failure to improve the percentage within cure period may lead to Termination of the Concession Agreement by the Contractor

Note: - All such penalties so levied will be deducted from the monthly bill of the contractor.

NOTARIAL REGISTER
 SR.NO. 42 / 2023
 THIS DOCUMENT CONTAINS
 PAGES 1-43
 22 MAY 2023

[Signature]
 By Commissioner
 Nanded Waghala City Municipal Corporation, Nanded.



22 MAY 2023

"BEFORE ME"
[Signature]
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SHAFIYODDIN S. SHIAKH
 Advocate & Notary
 (Appointed by Govt. of India)
 Dist. Nanded. (M.S.) India