

उत्तर प्रदेश UTTAR PRADESH

GB 418297

13 JUL 2023

AGREEMENT

This agreement made on this 15th day of February 2024 between Agra Municipal Corporation, Uttar Pradesh and M/s Nature Green Tools & Machines Pvt. Ltd., Dhoom Manikpur, Uttar Pradesh for Reinstallation & Commissioning of Underground Dustbin & Universal Underground Dustbin lifting Refuse Compactor Vehicle along with comprehensive Operation & Maintenance in reference of Tender RFP No. 448/D/EE/2023 Dated 13/09/2023 & Work Order No. 494/D/EE/2023 Dated 30/10/2023.

This Agreement is reached with Tender RFP No. 448/D/EE/2023 Dated 13/09/2023 & Work Order No. 494/D/EE/2023 Dated 30/10/2023 Issued by Agra Municipal Corporation Uttar Pradesh, hereinafter referred to as "Purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assigns) of the FIRST PARTY.

And

M/s Nature Green Tools & Machines Pvt. Ltd., Khasra No.-963, 965, Dhoom Manikpur, Dadri, Gautam Budh Nagar, Greater Noida-203207, India, hereinafter referred to as "Contractor" (which expression

shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assigns) of the SECOND PARTY.


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AND WHEREAS the Purchaser issued Work Order No. 494/D/EE/2023 Dated 30/10/2023 to M/s Nature Green Tools & Machines Pvt. Ltd., the Contractor, is entering into this Agreement with Agra Municipal Corporation mentioning the detailed Terms and Conditions for Reinstallation & Commissioning of Underground Dustbin & Universal Underground Dustbin lifting Refuse Compactor Vehicle along with comprehensive Operation & Maintenance

Now these presents witness that both the parties hereby agree to the following:

Name of Work	Reinstallation & Commissioning of Underground Dustbin & Universal Underground Dustbin lifting Refuse Compactor Vehicle along with comprehensive Operation & Maintenance
Contract Period	5 Years
Contract Value	Rs. 14,90,000/- Per Month (Rupees Fourteen Lakh Ninety Thousand only)
Performance Security	Rs. 5,00,000/- (Rupees Five Lakh only) through Bank Guarantee No.0155NDLG00021324 Dated 31/10/2023 issued by ICICI Bank

Scope of work per Unit of Underground Bin System:

(i)	One location include followings: 02 Nos of Intake Bins, 02 Nos of 1100 litres Waste Bins-Hot Sprayed Zinc Coated & 01 No. of Hydraulic Bin Lifting System with MS Box Fitted with Quick Release Coupling for fixing of Hydraulic Hose From Compactor Vehicle	18 underground bins in 12 location.
(ii)	14 CuM capacity Garbage compactor vehicle with universal bin lifting and hydraulic lifting and lowering of underground bins storage system	01No.
(iii)	Repair of Pre-Cast Concrete Bunker	12Locations.

Note : Nagar Nigam Agra have 18 Underground dustbin at 12 Nos. Location, the Bidder shall replace the complete underground dustbin equipment's by Brand New underground dust bin system & repair the old Pre-Cast Concrete Bunker.

1. In take Bins:

- Intake Bin should be designed in such a way that garbage from Wheel Barrow, Tricycle can be directly dump in to Intake Bin. Individual person can dump the garbage in to bin through flap provided in the Intake Bin.
- Body of the Intake Bin of Size: Length: 950 mm; Height: 1000 mm; Width: 630 mm; is made up of 1.5mm MS as per IS2062.
- Intake Bin shall be made up of Stainless Steel of Grade-202 or equivalent rust free Steel Frade.
- Vendor shall mark with separate Colored sticker on the bins carrying wet (Green Colour) and dry (Blue colour) waste and use pictograms writings etc., to help people clearly identify the category of waste to be deposited in each type of bin. The bins shall be distinctively numbered/coded for easy identification and tracking. Additional, Paint and Stickers should be customized as per the requirement of the Agra Nagar Nigam.

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- (v) MS Profile (of reputed make like SAIL/TATA/JINDAL or equivalent) shall be provided on all 4 walls to protect from the breakage and Taper profile is essential to provide the Rubber sealing to protect the Concrete Bunker from the Rainy / Drain water.

2. **1100 Litres Garbage Bin:**

- (i) Garbage Bins for waste collection will be provided with 4 Castor Wheels. The Garbage Collection Bins shall be of 1100Ltrs. Capacity as per DIN Standards.
- (ii) The Bin construction is Pressed Steel Sections In such a way, that it can withstand for ensuring adequate structural strength required for handling with the Compactor Bin Lifter.

Body: Side Walls, Bottom are made of 1.6 mm Mild Steel with frame of Sq. Pipe of Size 25*2 mm

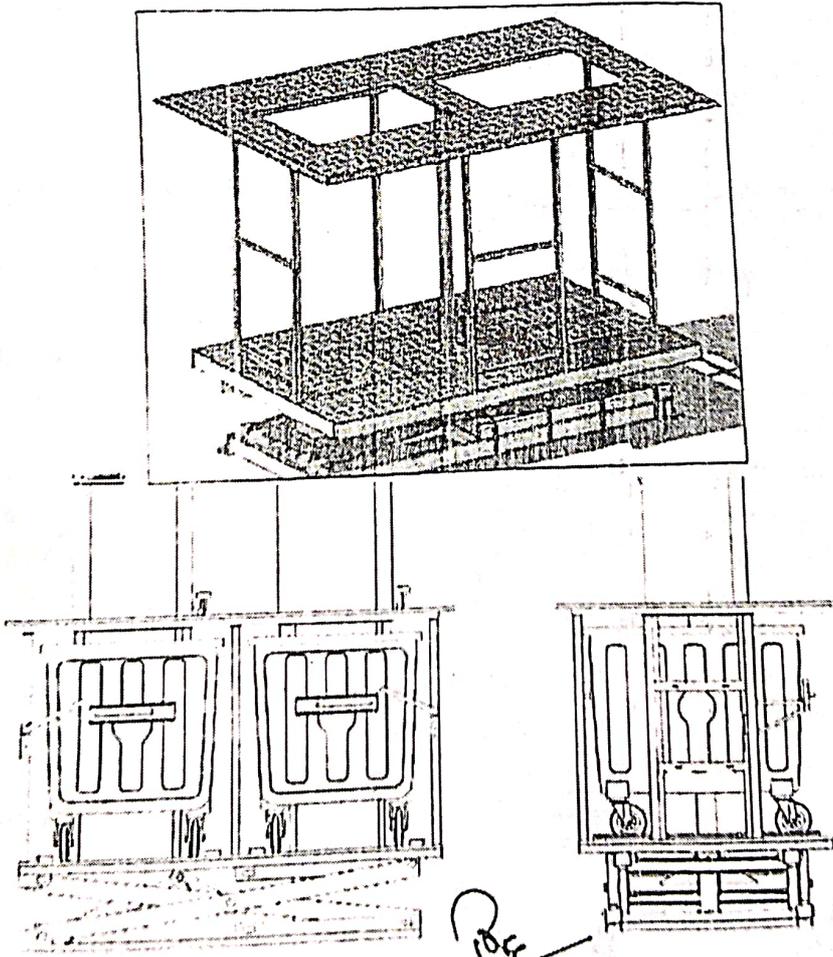
Load Capacity: 1000 kg (Approx.)

Approx. Outer Dimensions: 1400 mm x 1000 mm x 1300 mm

- (iii) Other Requirements:

- a) Four heavy duty swivel castors (360°turning) capable to bear up to 1000 Kg weight without failure, including two wheels with locking device.
- b) Handles on body.
- c) Painted Green / Blue / HOT Dip Galvanized OR HOT Spray Galvanized (Metalizing) as specified.

3. **HYDRAULIC BIN LIFTING SYSTEM:**



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- (i) The Underground Bin System Shall be constructed in such a way, that it shall carry 2 nos. 1100Ltrs Garbage Bins.
- (ii) The Underground Bin System shall be constructed in such a way, that the system shall raise up & down by using Hydraulic Hose from Refuse Compactor Vehicle only and no other Crane System or Auxiliary Carrier shall be required to empty the Waste Containers.
- (iii) Base-frame of the lift system are made of MS Rectangular Tube 48 x 96 x 4.8 mm, Scissor members box sections are made of MS Rectangular Tube 48 x 96 x 4.8 mm.
- (iv) The Upper Ground platform and Bottom Platform are made up of 3 mm MS Chequered GI plate. Top and Bottom Platform are connected through frame of MS Sq Pipe of size: 40 x 40 x 3 mm thickness.
- (v) There shall be anchor plates to attach base frame to the concrete bunker at four corners.
- (vi) Containers up - down motion is done through hydraulic cylinder which is capable to lift the load of 3 Ton Capacity.
- (vii) Double Rubber Sealing is provided on the top plate to ensure no water seepage in the system.
- (viii) Detachable Lid cover is provided on the Bottom Platform for men entry for maintenance of the system.
- (ix) The Hydraulic Quick Release Coupling shall be provided in a closed box with lock handle for safety & security.
- (x) Hydraulic Hose from the Refuse Compactor is to be connect to the Quick Release Coupling to Raise the System Up & Down.

Note:

- a. Location shall be cleared by the corporation / customer and NOC required from the client to start the civil/ reinstallation work.
- b. Layout shall be approved from the corporation / customer before start of the reinstallation.

(xi) **TECHNICAL SPECIFICATION OF 14 CUBIC METER CAPACITY REFUSE COMPACTOR VEHICLE**

1. **GENERAL:-**

The Refuse Compactor Vehicle (RCV) shall be easy to handle and allow the bin handlers to unload Solid Waste from the Underground Bins into the Machine Tailgate hopper with minimum physical effort and maximum safety. Hand lever arrangement for operation of Compaction Cycle shall be provided. The Tailgate loading height shall not be more than 1.2 Meters from the ground level.

The RCV would be 14 M³ Capacity. The Tailgate hopper capacity will be minimum 1.75 Cubic Meter.

2. **REFUSE COLLECTION BODY**

The refuse compactor shall be of 14 M³ Capacity and be in torsion free steel construction.

- Roof panel thickness - Minimum 3 mm
- Side Panel thickness - Minimum 4 mm

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Floor thickness

- Minimum 4 mm

The tailgate bearing and automatic tailgate locking shall be integrated into the rear frame of the body.

The Ejection Plate shall run on synthetic guide blocks within the lateral longitudinal guides of the boat-type bottom group of the refuse collection body and must be operated by a telescopic hydraulic ram. A hydraulic control unit will regulate the withdrawal of the ejection panel during the loading process, so that the compaction is optimized.

It must serve during loading as a resistance for the refuse compaction process.

3. TAILGATE

The tailgate shall unlock automatically and raise, to permit ejection of refuse from RCV hopper when hydraulic valve is actuated. There shall be automatic locking arrangement between tailgate and RCV hopper body. This locking system shall be completely liquid proof between tailgate and refuse collection body by using double rubber lip seal.

The Tailgate hopper shall have a Volume of minimum 1.75 M³.

Slide plate-The Slide Plate shall be actuated by 2 Hydraulic Cylinders and must run on suitable number of sliding blocks. Material of construction-High tensile steel ST-52.

Packer Plate - The Packer Plate shall be actuated by 2 Hydraulic Cylinders.

4. TAILGATE HOPPER

Material of construction - DOMEX / HARDOX Steel or equivalent

5. HYDRAULIC PUMP

The RCV shall be equipped with following hydraulic system:

a. Hydraulic Pump

High performance, fixed displacement, pin vane design pump, best suited for mobile application, pressurized hydraulic oil for telescopic cylinder of Ejection panel, tail gate lifting and closing, bin lifting & tilting, operation of sliding plate and packer plate.

All hydraulic functions are achieved by the below major components:

- i. Hand operated mobile control valves supplying controlled hydraulic oil proportionally with its actuation along with integral load holding check valves to prevent reverse flow through valve when shifting.
- ii. Remote pilot operated two way valve along with pressure relief valve for creating a hydraulic resistance during withdrawal of the ejection panel for the refuse compaction process.
- iii. Over center valve creating a back pressure to prevent the load from free falling or over-run during lowering.
- iv. 07 Hydraulic Cylinders shall be installed covering following operations:

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- 1 three-stage telescopic ram, double - acting for the ejection panel.
- 2 hydraulic rams, double - acting for the slide plate.
- Double acting Slide - cylinders (for compacting) shall be located outside of the sidewalls. The cylinders are mounted in pushing position.
- 2 hydraulic rams, double - acting for the packer plate.
- 2 hydraulic rams, double - acting for the tailgate.
- (lifting/lowering and automatic locking)

All Cylinders should be of reputed make: WIPRO/DANTAL/CANARA/Equivalent

Working light, Rotating Beacon light, Backing light, Stop light, Direction indicator and Number Plate light to be provided in the RCV.

- v. The extra spool valve should be provided with 10Mtr. Hose with manual reel and quick release coupling for handling of Underground Bin Hydraulic Lifting System. This shall facilitate hydraulic lifting and lowering of underground bins storage system on refuse compactor vehicle.

6. GARBAGE LOADING SYSTEM / DEVICES

The equipment can be provided with following specification/ attachments for unloading the garbage into the tailgate hopper.

a. UNIVERSAL BIN LIFTER

The Universal Bin Lifter capable of directly lifting and emptying the garbage from a DIN Standard Bin of 1100Litres, 660Litres capacity into the tailgate hopper. The Bin Lifter is also capable of lifting and emptying the garbage simultaneously from 2 Nos. DIN Standard Bins of up to 240Liters Capacity.

b. SAFETY FEATURES

Hose burst valve shall be fitted to the system to prevent the tailgate descending in the event of the hydraulic failure. There shall be a body prop provided on the tailgate to hold the tailgate in the open position for safety of workshop personnel when entering the body for maintenance or repair.

c. PAINTING

The entire unit shall be painted with two coats of superior quality anti-corrosive primer with two coats of approved quality paint to ensure long lasting, resistance to rust, weathering and breakage. The colour shade shall be purchaser's choice selected from the standard colours offered by the supplier.

d. TRUCK CHASSIS

The equipment shall be suitable to be mounted 16 Ton GVW, wheelbase 4200 mm (Min) Truck Chassis with Non - Sleeper Driver's Cabin and PTO., Engine BHP - 120-130 , Engine Torque - 350 - 400 Nm,


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Scope of Work-Operation & maintenance

- (i) The machine shall be operated on single shift of 08 hrs/day, 6 days in a week. The Bidder is supposed to carry out the routine maintenance/minor repairs/cleaning etc. on the weekly holidays (Probable on Sunday).
- (ii) The Collected Waste shall be transport to the site directed by Engineer-in-charge of concerned department/zone by the Bidder without any extra cost. The time required for same shall be covered in shift.
- (iii) The Operation & maintenance work includes repairing & replacement of all electrical & mechanical parts. In case of break down, the Bidder shall attend the same without fail. & shall be repaired at the earliest.
- (iv) Consumable, spare parts Item, Hydraulic Hose, all type seal kit, hydraulic oil, Engine oil, Tire, Tube, Battery, filters, rubber parts & etc) will be borne by the Bidder.
- (v) The bidder shall bear the diesel on daily basis as per actual consumption.
- (vi) Parking facilities shall be provided by Agra Municipal Corporation. The Refuse Compactor shall be parked during the non-working hours at the place directed by engineer-in-charge.
- (vii) The water for washing for equipment's, Vehicles, Underground Dustbin shall be provided by Agra Municipal Corporation.
- (viii) The bidder has to carry out preventive maintenance of all the parts on daily basis and shall use Agra Municipal Corporation work shop space for minor/major repairs.
- (ix) The Bidder shall ensure to maintain of consumables & non consumables inventory in a manner that smooth functioning is ensured and the machine does not stop for the same.
- (x) The bidder has to provide the prescribed uniform and safety wear etc. to the manpower provided by it.
- (xi) Mobile phones shall be provided to the manpower by the Bidder for effective communication and smooth operation.
- (xii) The Bidder shall bear all liabilities and responsibilities with respect to the manpower employed by it. During the contract period.
- (xiii) Disposal of remnant material after reinstallation and maintenance of underground bins will be the responsibility of bidder.
- (xiv) All saturator norms have to be followed by regular training, up gradation methods, be maintained however inspection, examination or penalty shall be performed by ULB in case of non-performance.
- (xv) The contract period shall be 5(Five) years from the date of starting the operation & maintenance work & shall be extended for next 2 years on based of Bidder performance.

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- (xvi) During contract period, If Vehicle/Equipment's fails/ non- working during working hours, penalty will be imposed as per given in penalty clause.
- (xvii) In case of Non-Working of underground dustbin system, the Bidder Shall responsible to remove the Garbage by hiring of additional equipment & transport the same after weighing to dumping site as directed by engineer-in-charge.
- (xviii) The Bidder shall maintain the underground dustbin in neat & tidy & good condition during contract period.
- (xix) The Municipal Corporation Agra have fully right to increase or decrease the quantity of machines.
- (xx) In case of accidents, death of the employee of Bidder, the Agra Municipal Corporation shall not be responsible in any way. All the follow up work with police or others agency should be carried out by the Bidder & Agra Municipal Corporation will be provided necessary help/correspondence.
- (xxi) On successful competition of contract, Bidder has to handover all machines/ Vehicles in good working condition to Agra Municipal Corporation.

Organizational Structure during Implementation and Operation

The Bidder shall submit their proposed organizational structure during Implementation, operation and maintenance stages commensurate with targeted Work Completion Schedule, which will form the basis of Employment Schedule.

2.6(a) No subletting/outsourcing of the O&M will be allowed. If at any stage Municipal Corporation Agra found that the O&M have been Sublette/outsourced, Municipal Corporation may shall have the right to terminate the contract with immediate effect and forfeit the Performance Security.

Implementation Schedule

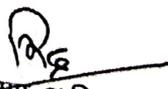
The Bidder will have to start the Running & operation of the all Machines as stipulated in the schedule for Cleaning in Municipal Corporation areas within 90 days after issuing LOA/Agreement.

Operation Schedule

The operational schedule in accordance with the O&M Schedule of RPF will consist of the procedures and practices to be followed in keeping the facility in working condition, the processes followed for operations and for deployment of equipment's /machines for work for cleaning to maintain the sewage cleaning.

Deviation

Bidders may note that Municipal Corporation Agra will not entertain any deviations to the RPF at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified. The Bidders would be deemed to have accepted the all terms and conditions of the RPF with all its contents including the Agreement which will be signed by the successful Bidder after the award of work.


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DISPUTE RESOLUTION

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Municipal Commissioner, Municipal Corporation Agra.
2. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
3. The cost of Arbitration shall be borne by both the parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held at, Agra only.

JURISDICTION OF COURT

The courts at Agra shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

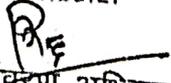
Force Majeure Events

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 2.28.1, 2.28.2, 2.28.3 and 2.28.4 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Work.

Non Political Event.

For purposes of Clause 2.28.1 hereinabove, a Non- Political Event shall mean one or more of the following acts or events:

- (i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Work Site or beyond design specifications for the Construction Works) or landslide;
- (ii) radioactive contamination or ionizing radiation;
- (iii) General strikes or boycotts (other than those involving the Bidder, its Bidders or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Work for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 2.28.2.


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- (iv) any failure or delay of a Bidder but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Bidder by or on behalf of such Bidder;
- (v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Bidder in any proceedings for reasons other than failure of the Bidder to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by Municipal Corporation Agra.
- (vi) any event or circumstances of nature analogous to any of the foregoing.

Indirect Political Event

For purposes of Clause 2.28.2 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of revenue by the Bidder for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of revenue by the Bidder for a period exceeding a continuous period of 15(fifteen) days in an Accounting Year; or ,
- (iii) Any public agitation which prevents collection of revenue by the Bidder for a period exceeding a continuous period of 15(fifteen) days in an Accounting Year.

Political Event

For purposes of Clause 2.28.3 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of MUNICIPAL CORPORATION, or any other Government Agency :

- (i) Change in Law, only when provisions of Article 17 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Work Assets or rights of the Bidder or of the Bidders; or
- (iii) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Bidder or any of the Bidders to perform their respective obligations under the Work Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.


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Effect of Force Majeure Event.

Upon occurrence of any Force Majeure Event, the following shall apply:

- (a) There shall be no Termination of this Agreement.
- (b) Where the Force Majeure Event occurs before Date of Completion, the dates set forth in the Work Completion Schedule and the Contract Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after Award of Contract, the Bidders shall continue to make all reasonable efforts to operate the Work and/or to collect revenue, but if it is unable or prevented from doing so, the Contract Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which collection of revenue remains affected on account thereof, and Allocation of costs during subsistence of Force Majeure

Subject to the provisions of Clause 2.31.5 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Work (the "Force Majeure Costs") shall be borne by the Bidder to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by MUNICIPAL CORPORATION to the Bidder within 90 days from the date of receipt of Bidder's claim.
- (c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Bidder subject to approval of Municipal Corporation Agra shall be reimbursed by Municipal Corporation Agra to the Bidder within 90 days from the date of receipt of Bidder's claim; and
- (d) Municipal Corporation Agra may at its option reimburse the Force Majeure Costs to the Bidder in cash (through adjustment in the concession fee) or compensate the Bidder for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.

For avoidance of doubt, Force Majeure Costs shall not include loss of revenues or any debt repayment obligations but shall include interest payments on such debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event.


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TERMINATION OF CONTRACT

1. Upon termination Agra Municipal Corporation shall make the payment towards the bills after deduction of any risk co, if any due to the Nature Green Tools & Machines Private Limited prior after to such terminations.
2. Agra Municipal Corporation shall paid Book Value of capital Cost if contract has terminated before Contract period.

Payment Terms

O&M Work - Operation & Maintenance Work payment shall be release on monthly basis within 07 Days after submission of Invoice.

Price Escalation

The Escalation of at least 10% per year of contract value will be applicable to run MSW project smoothly as per client expectations.

Terms & Conditions

- (i) No advance payment shall be given to any agency on any grounds what so ever.
- (ii) The machines must be fit as per Latest Motor Vehicle Act and have valid documents to ply in Agra, and it is the responsibility of the successful tenderer(s) to obtain the same within the prescribed time. The machines must be owned by the successful bidder and sub-contracting is not allowed.
- (iii) During Contract Period, if the activities/movements utterances/behavior etc. of the driver(s) are found suspicious, questionable or against the directions given by Municipal Corporation or the Official of the Department from time to time, in this regard, the driver(s) shall be called back replaced from duty by the Bidder and a substitute shall be provided in his/their place within 7 days.
- (iv) The shift will be of 8 hours (preferably 8.00 AM to 4.00 PM or as decided by the Engineer-in-Charge) Six days a week. All the particulars such as time of arrival, departure should be mentioned in the logbook, mileage on start/ of daily working.
- (v) The Bidder shall start operation & maintenance work within 15 days of date of reinstallation.
- (vi) Municipal Corporation shall not be responsible for any damage caused to these deployed machine by Bidder due to any accident/fire/natural calamity or any unforeseen circumstances or during performance of its duty.
- (vii) The Pollution Control Certificate issued by the authorized agency should always be with the machines along with all required statutory necessities. Any Challan/penalty /fine Imposed by the Traffic Police or any other agency will be borne by the Bidder.
- (viii) The Bidder shall keep registration documents, insurance documents, fitness certificate, driving license, pollution certificate etc. in each vehicle, which shall be produced by the driver as and when required by any authority and complete set to be submitted to Municipal Corporation before start

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each machine.

- (ix) GST is exempted as per GST Notification No. 02/2018 Dated: 25.01.2018, Chapter 09 in 3A, Article 243G & 243W for Sanitation & Conservancy Services. In case of any GST liability in future, it shall be borne by Agra Nagar Nigam.
- (x) In case, the successful bidder is found to have committed breach of any terms and conditions of contract at any stage, legal action as per rules/laws shall be initiated against the agency concerned.
- (xi) No additional condition in contravention of terms and conditions of RPF shall be accepted at all and such tender shall be rejected without assigning any reason.
- (xii) The Bidder shall abide by all the terms and conditions of the contract of the work. In case of breach of any of the terms and conditions, the Municipal Corporation shall be at liberty to terminate the contract upon giving a Show Cause notice with a 30 day cure period.
- (xiii) The Bidder shall be responsible for making payments of wages and other benefits/ perks to the drivers/operators and other staff required for this contract engaged by him as per the rates fixed by Govt. of Uttar Pradesh under Minimum Wages Act.
- (xiv) Deduction towards Income Tax and other taxes as admissible shall be deducted on the prevailing rates from the gross amount of the bills as per applicable law & deposited the same to respective departments.
- (xv) The Bidder will be responsible for payment of damage in case of any accident of whatsoever nature during the period of the contract. The Bidder shall be bound to keep the vehicle insured during the period of the contract and provide a copy thereof at the time of execution of the contract and also provide a copy thereof at the time of renewal, if any.
- (xvi) The Bidder will be entitled for payment on monthly basis for which proper bills will be submitted by him to the Municipal Commissioner, Municipal Corporation Agra along with the log book dully filled and signed by the supervisory staff and authorized representative of Bidder with the soft copy of the work carried out by the machines as GPS tracking date wise. While making the payment to the Bidder, the deduction of Income Tax and any other Tax as per prevailing rates shall be made as per applicable law.
- (xvii) The Bidder shall be responsible for obtaining clearance of the vehicle from the Transport Department/ Police Department during the tenure of the agreement.
- (xviii) The Bidder shall provide proper uniforms to the drivers and other staff deployed as directed by the Transport Department.
- (xix) The Bidder shall be liable for any claim whatsoever that arises due to any accident and consequent injury to any one and no responsibility or liability shall rest on the Municipal Corporation. The Bidder undertakes to indemnify the Municipal Corporation and its employees, officers and agents from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, which may be incurred by the Municipal Corporation and its employees, officers and agents in connection with the performance of the contract.

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Municipal Corporation against all loses, damages, costs etc. and shall always keep it fully indemnified during the period of contract regarding such risks.
(XX) No additional condition In contravention of terms and conditions of RPF shall be accepted at all and such tenders shall be rejected without assigning any reason.

(xxi) Penalty Clause:-

Si. No.	Nature of Non-Conformance	Penalty/Deduction
1	Periodic maintenance of Machine	Rs. 500/- per vehicle per day.
2	Minor /Major Repair	Within 24 /72 working Hour - Nil After 24/72 working Hour - Rs. 500/- Per day Per Machine.
3	Non Transport of Garbage	Rs.2,000/- per event.
4	Non Cleaning of Underground Dustbin surrounding 100 mtr radius.	Rs.250/- per event.
5	Maintenance of underground bins and infrastructure (upper part of bins, lid, etc.)	Rs. 200/- per bin per day.
6	Non emptying of underground bin as per schedule.	Rs. 500/- per bin per day.




पर्यावरण अभियन्ता
नगर निगम, आगरा

Annexure - I

Location of Pre-Installed Underground Dustbin Systems

S.NO.	Underground Dust bins Location	Qty (In Nos)
1	Nawal kishor hospital	1
2	RBS Road BED campus Khandari A	1
3	RBS Road BED campus Khandari B	1
4	Canara Bank Nehru Nagar Road near Diwani Chauraha A	1
5	Canara Bank Nehru Nagar Road near Diwani Chauraha B	1
6	Nehru Nagar Park A	1
7	Nehru Nagar Park B	1
8	Bhagwan Talkies Chauraha In front Of Indian Oil Petrol Pump	1
9	Dayalbagh A	1
10	Dayalbagh B	1
11	Jalal Bukhari West Parking Taj	1
12	Old Sabji Mandi Chauraha Circuit House Road	1
13	Officers Hostel Circuit House Road	1
14	Ramtej Hospital Near Amar Hotel A	1
15	Ramtej Hospital Near Amar Hotel B	1
16	Basai Chungi Police Chauki Shamshabad Road	1
17	Hotel Redison kabristan	1
18	Dhadhupura Road in Front Of torrant Office	1
	Total	18

Signed By

(Purchaser)

15/12/2021
 नगर निगम, आगरा

Witness

Date

Signed By

M/s Nature Green Tools
 Pvt. Ltd.

Witness

Date: