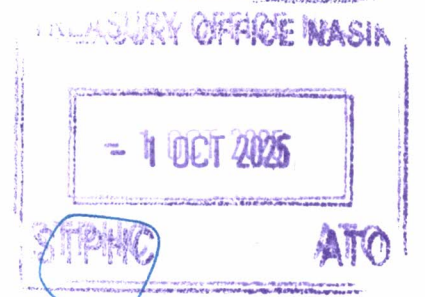


महाराष्ट्र MAHARASHTRA

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DB 778239



AGREEMENT

Deed of Agreement between Nashik Municipal Corporation, Nashik And (Contractor Name) as per Standing Committee resolution No.353 dated 14.10.2025. The Agreement made at Nashik on the 12/11/2025.


Dy. Commissioner & Director
Solid waste management dept.




Contractor



दस्तावे प्रकार जोड पत्रक	2/33	222
दस्त नोंदणी करणार आहेत का?		
नोंद असल्यास दुय्यम निबंधक कार्यालय नाव		
मिळकतीचे वर्णन		
मोबदला रक्कम		
मुद्रांक विकत घेण्या-याचे नांव पत्ता	Global Waste Management Cell -	
दुस-या पक्षकराचे नांव	mumbai	
हस्ते असल्यास त्याचे नांव पत्ता	NMC. Nashik	
मुद्रांक शुल्क रक्कम	₹ 2500.00	
मुद्रांक विक्री नोंदवही / अनु क्रमांक	8691	12-11-2025
मुद्रांक विकत घेण्याची सही		
परवानाधारक मुद्रांक विक्रेत्याची सही व नांव मुद्रांक विक्रीचे ठिकाण पत्ता परवाना क्रमांक	एम.एस. शेख ११४/२००३, शॉप नंबर, २ प्रेसीडेन्ट पार्क सारडा सर्कल नाशिक १	
3246-3043-9417		

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक वापरणे बंधनकारक आहे

BETWEEN

The Commissioner, Nashik Municipal Corporation having his office at Rajeev Gandhi Bhavan, Sharanpur Road, Nashik 422002. Through his Dy. Commissioner and Director, Solid Waste Department Nashik Municipal Corporation (hereinafter called) as the "The Employer" which expression shall Where the context so admits, mean their administrators and legal representatives and successors of assign)

AND

Global Waste Management Cell Pvt Ltd
20/21, First Floor, 10, Atul Niwas,
7th Khetwadi Lane, Mumbai - 400 004,
(as "The Contractor" for sake a brevity which
expression shall where the contracts so admits
mean there administrators and legal
representatives & Successors or assign.)

OTHER PART

Dy. Commissioner & Director
Solid waste management dept.



Contractor





CHALLAN
MTR Form Number-6



GRN	MH010855730202526P	BARCODE			Date	29/10/2025-18:48:21		Form ID			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Non-Judicial Franking Vendor Purchase of Franking Code SoS Mumbai only			TAX ID / TAN (If Any)							
Office Name	GENERAL STAMP OFFICE MUMBAI			PAN No.(If Applicable)	AACCG4780E						
Location	MUMBAI			Full Name	GLOBAL WASTE MANAGEMENT CELL PRIVATE LIMITED						
Year	2025-2026 One Time			Flat/Block No.	20 21 1ST FLOOR 10 ATUL NIWAS						
Account Head Details			Amount In Rs.	Premises/Building							
0030045501	Purchase of Franking Code		783000.00	Road/Street	7TH KHETWADI LANE						
				Area/Locality	MUMBAI						
				Town/City/District							
				PIN		4	0	0	0	0	4
				Remarks (If Any)	Stamp Duty contract agreement of Nashik providing Manpower services sweeping cleaning for 3 years						
				Amount In	Seven Lakh Eighty Three Thousand Rupees Only						
Total			7,83,000.00	Words							
Payment Details	SBIEPAY PAYMENT GATEWAY			FOR USE IN RECEIVING BANK							
Cheque-DD Details				Bank CIN	Ref. No.	10000502025102908853		1497471530339			
Cheque/DD No.				Bank Date	RBI Date	29/10/2025-18:49:01		Not Verified with RBI			
Name of Bank				Bank-Branch	SBIEPAY PAYMENT GATEWAY						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9619222166

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



WHEREAS the Employer intends to engage the agency for Execution of the work of "Service of Sweeping and cleaning of roads for Nashik Municipal Corporation. AND WHEREAS the employer had invited the offer for execution of the said work from the experienced agencies by calling tenders.

AND WHEREAS the Contractor has submitted his offer on 28/08/2025 for the said works.

AND WHEREAS the offer submitted by the Contractor was the lowest Three, he has negotiated for reducing the rates quoted on 23/09/2025 and the Contractor agreed to reduce the rates quoted and accordingly the Contractor accepted the work at the cost Service Charges 3.85% + Overhead Charges 3.50%.) have empowered the employer to execute work for next 36 months.

AND WHEREAS the Contractor's offer was found in order and the letter to that effect bearing No.1094/2025 dated 28/10/2025 was issued to the Contractor and was required to pay Security Deposit & Execute the Agreement. All common set of Deviation & any corrigendum in this tender shall form part of Contract.

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

1 Area of service

Nashik Municipal Corporation (NMC) intends to outsource manpower services for the sweeping and cleaning of roads, public and community toilets, riverbanks, auditoriums, and NMC school toilets in the following areas:

Global Waste Management (219)	
Sr. No.	Area
1	Ganga Ghat Godavari Riverbank Stretch – From Holkar Bridge to Kapila Sangam, Including Community Toilets and public Toilets.
2	NMC School Toilets Panchavati, Satpur, New Nashik, Nashik Road.
3	Dadasaheb Phalke Smarak (New Nashik)
4	Kalidas kalamandir
5	Sadashiv Bhore Sabhagruh (Hirawadi)
6	Pandit Paluskar Sabhagruh (Malegaon Stand)



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7	Mahatma Phule Kaladalan
8	Nashik Municipal Corporation Swimming pools
9	NMC Head Office (Rajiv Gandhi Bhavan)
10	Division Office Cidco
11	Division Office Nashik Road
12	Division Office Satpur
13	Division Office Panchavati

However, the service areas, divisions (such as Satpur, Nashik Road, New Nashik, and Panchavati), and service timings are subject to change based on necessity.

The scope of the services is outlined as below –

2 Duration of service

3 Years from date mentioned in the work order.

3 Deployment of manpower and material

- 1) It is service based contract to provide service of sweeping and cleaning of Roads, Public and Community toilets Riverbank, Auditoriums and NMC school Toilets in NMC areas and not only for supply of labours. The operator must deploy optimum number of manpower and material. So as to ensure clean sweeping.
- 2) Micro planning of workers distribution in the given area should be submitted in 7 days after issuing work order and if any changes regarding manpower as per the scope of work should be informed to Dy. Commissioner / Director, SWM, NMC.
- 3) The operator has to deploy manpower as per MSW RULE 2016 at stated area in two shifts. i.e. first shift from 6 a.m. to 2 p.m. and second shift from 2 p.m. to 10 p.m. Daily manpower deployed should be minimum 219 including both shifts and as per requirement. The operator has to submit detailed plan of service delivery and optimum deployment of manpower and material area wise and shift wise. However, At any time area and time of service change according to necessity.
- 4) Sweeping and cleaning of roads, collection of roadside litter (Black spot) and garbage atstated places and collection at a designated place, cleaning of ghats and steps alongsideriver stretch.
- 5) Brooms, wheelbarrows, disinfectant any material and machinery required for cleaning will be provided by successful bidder at his own cost.

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- 6) Daily attendance of the workers will be maintained by biometric attendance system.
- 7) The operator has to carry out the street sweeping (manually) throughout the year (on all 365 days) on daily basis irrespective of any holidays. Also, the operator has to carry out cleaning operations on all streets/roads, footpath and as directed by the officer in charge and remove all refuse, garbage, dust etc from the road, central median, footpath, beautification spots, islands, statues, murals, washing and cleaning of road dividers, etc.
- 8) All swiped garbage, dust shall be disposed with bins/handcart, minimum one handcart (Wheelbarrow) behind two workers supplied to labours /workers up to transport vehicle/ collection point.
- 9) The crowded area, vicinity of market places, commercial areas, Godavari Ghats only shall be cleaned twice a day.
- 10) The staff carrying out above said work shall be equipped with the handcart containing two bins (to segregate dry and wet waste) and other equipment.
- 11) The operator should not modify or alter any operational area in sweeping without prior written permission of the competent authority.
- 12) The Operator must clean water entries, water flowing passages etc regularly and promptly. Curve stones and dividers to be washed by soap water monthly.
- 13) The Operator is bound to use adequate quantity of germicide/insecticide at appropriate places such as surrounding marketplaces or wherever, desilt stack or as directed.
- 14) The Operator is required to maintain cleanliness by sweeping areas where Ganpati Festival, Navratri Mahotsav, and similar public or religious functions and ceremonies are usually held, and to provide the necessary labour.
- 15) The operator shall report the cleaning of toilets by submitting geo-tagged photographs and videos as evidence.
- 16) The operator shall provide uniform, apron, mask, hand gloves, gum boots, raincoats & other safety material to labours for safety.
- 17) The operator will follow all the Government laws, rules of labour department governing minimum wages.



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Laisal
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- 18) Swachh Bharat Abhiyan guidelines to be followed strictly including IEC activities in contract period.
- 19) Garbage Free City guidelines to be implemented strictly in contract period. New SOP given by GOI to be implemented under guidance of Director, SWM in contract period.
- 20) 219 GPS device with 8 bio metric device is mandatory for monitoring of assigned employees.
- 21) All the employees appointed by the Contractor should have geo fencing in the GPS monitoring system.
- 22) In addition to above this NMC reserve right to impose fine for breach of the terms & condition, unsatisfactory performance and can change work area as per requirement inservice area mentioned above.
- 23) In case of emergency, if Nashik Municipal Corporation requires additional Manpower for cleaning purpose, the bidder has to provide required additional manpower within 24 hours of intimation with the ongoing rates of that particular period.
- 24) The agency shall deploy one personnel at the NMC office to demonstrate and coordinate the monitoring of the GPS system.
- 25) The agency will be given 10 working days to implement the necessary changes in the GPS/monitoring software as per the Client's instructions.
- 26) The contractor is required to establish office in municipal jurisdiction area and detailed address of the same should be communicated to NMC for further correspondence.
- 27) After the completion of the working period regarding Service of sweeping and cleaning of roads, Public and Community toilets Riverbank, Auditorium and NMC school Toilets in NMC area, till the successful bidder do not receive a release order, bidder is bound to keep the work of the said department running smoothly.

4 Management Information System

- 1) Deploy one (1) technical expert in NMC from the date of award of contract until the tenure of the contract for resolving hardware & software bugs.
- 2) Create user wise logins for reports and service monitoring dashboards.

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- 3) Develop a mobile based application for capturing field sweeping, biometric attendance through mobile app or any other device, Service level benchmarks of MoHUA for Solid Waste Management, household survey for service quality, waste nuisance reporting, ability to capture photo along with locational coordinates with Geotagged locations to be seen on maps and with 219 GPS device with 8 bio metric device and ancillary as per requirement and with all this relevant dashboard as directed by Hon. Commissioner, NMC.
- 4) 219 GPS device with 8 bio metric device should be checked & validated by Information and technology Dept, NMC.
- 5) There must be a secured login system for admin and admin must be able to navigate to all modules of the system from dashboard. Links to all modules must be displayed on dashboard.
- 6) Logged in user must be able to see current location of all sweepers ward wise. All the Sweeper in one ward must be visible in real time on Google map. Admin must be able to change ward and should see current location of all sweepers in selected ward.
- 7) Logged in user must be able to see the route that the Sweeper has gone through in particular date range with different colour codes on Google map. Report will have a date filter to change the date range.
- 8) User can find sweeper assigned to particular route by just clicking at the point on google map. When point is clicked sweeper with its default route and actual travelled route on Google map.
- 9) If the Worker does not move in the last 30 minutes, it will be marked red.
- 10) If a user wants to find the sweeper employee, when the user clicks on the sweeper, it will automatically show the sweeper's route or location.
- 11) Sweeper employee not going to dedicated area automatically will be marked as absent.
- 12) Work progress photos should always be clearly captured when employees face the camera.

5 Capacity Building and Awareness Generation

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



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- 2) The operator must provide full-time separate & dedicated manpower during the contract period for undertaking capacity building & awareness generation. The details of the manpower requirement is given below:

Sr. No	Designation	No. of post	Nature of Work	Qualification & Experience
1.	SWM Project Manager	1	Design daily sweeping route plans and monitor its effective implementation. Plan IEC activities, ensure timely implementation and prepare monthly outcome reports. Develop MIS templates for monthly assessment of SLB parameters of service.	Postgraduate/ Graduate In Accounting/ Finance/ Business Administration/ Economics/ Project Management/ Law or other relevant degree with at least 3-5 years' experience in managing projects and programs.
2.	Zone Enforcement Coordinator - Onsite	1	Develop IEC material and organize IEC activities in the zones. Monitor the process and service in field	Postgraduate/ Graduate with at least 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/ projects or planning, implementation, assessing, monitoring the public consultation/ mass communication campaign/ opinion pooling etc.
3.	Supervisors - Onsite	8	Undertake IEC activities, training and capacity building of stakeholders. Undertake solid waste behavior and awareness drives & survey for improving service quality. Supervision of service and feedback delivery	Postgraduate/ Graduate in with at least 2 years of experience in public consultation/ community participation/ event management/ socioeconomic survey/ opinion pooling etc.
4.	Data Entry Operator - Onsite	1	Create information record for verification on the system.	Graduate with min. 1 years of experience and good MS Office skills.

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Sr. No	Designation	No. of post	Nature of Work	Qualification & Experience
5.	Sweepers	Minimum 219	As described above	-

- 1) Prepare detailed work route plan, and operations plan for waste management.
- 2) Document, prepare and present the Service Level Benchmarks for Solid Waste Management on the web-based system.
- 3) Sweeping material should be collected at collection points by bidder and it is his responsibility to shift all the sweep material into garbage collection vans.
- 4) Monitoring the operations of waste management and collection of daily data for waste from waste generation point to final disposal point. Provide advisory assistance for improvement of waste management system.
- 5) Developing waste management, waste reuse and recycling advisory manual with updation on annual basis for different types of waste streams generated in the city to create awareness material for compliance of Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016. Identify waste recyclers and waste processors for tie-up for different waste streams and identifying mechanism & facilities for decentralized wet waste processing, procurement of dry waste, reuse of waste and recycling of waste.
- 6) Removal of waste from the Specific Area prior and/or after, in an emergency of the NMC such as any public meeting, government functions and any other occasion festivals etc., or during the night timings on instructions from NMC within 2 (two) hours on receipt of instructions.

6 CODE OF CONDUCT

- 1) The Contractor shall strictly observe that its personnel:
- 2) Are always smartly turned out and vigilant..
- 3) Are punctual and arrive before start of their duty time.
- 4) Take charges of their duties properly and thoroughly.



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Contractor

- 5) Perform their duties with honesty and sincerity.
- 6) Read and understand their post and site instructions and follow the same. Extend respect to all Officers and staff of the office of the Nashik Municipal Corporation.
- 7) Shall not drink liquor on duty, or if on duty he will not be allowed to do work. Accordingly alternate personnel should be made available within one hour on same day, if not made available salary of that will not be paid.
- 8) Will not gossip or chitchat while on duty.
- 9) Will never sleep while on duty post.
- 10) Will not read newspaper or magazine while on duty.
- 11) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the Nashik Municipal Corporation.
- 12) When in doubt, approach concerned person immediately.
- 13) Get themselves checked by security personnel whenever they go out. (as per required)
- 14) Do not entertain visitors.
- 15) Shall not smoke in the office premises / work site.
- 16) The NMC reserves the right to accept in full or part the lowest or any other tender, at its own discretion, without assigning any reasons whatsoever. NMC may reject any or all the tenders without assigning any reasons and may re-tender without any liability.
- 17) The contractor shall keep Nashik Municipal Corporation fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising against breach of any of the Provisions of the above said acts. He shall furnish a certificate to Nashik Municipal Corporation every month for having faithfully far discharged his obligations under their relevant laws and other requirement prescribed. It shall be clearly understood that in the event of any violation has been taken by the enforcing agencies of the Government or others, Nashik Municipal Corporation shall be within its rights to take action against him as deemed fit including recovery of the amounts, interest, etc.. if incurred by Nashik Municipal Corporation from the amounts at his credit and also other means available.
- 18) The contract is terminable without notice and / or without any compensation for breach by the contractor of any of the terms and conditions herein contained or otherwise stipulated in the tender document / agreement.


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Solid waste management dept.




Contractor



- 19) The NMC reserves the right to ask the contractor to dispense with the service of any personnel who is reported to be of doubtful integrity, unsound health, disobedient, ill mannered etc.
- 20) The contractor, shall be responsible for any loss or damage caused to Nashik Municipal Corporation property due to the negligence of the personnel engaged by him. The cost of such damages as decided by the NMC shall be recovered from the bills payable to the contractor. The personnel engaged by the contractor shall also be subjected to their character verification and check by the security.
- 21) It shall be the responsibility of the contract or to settle disputes if any arising out of the employment between himself and the personnel engaged by him and the Management of Nashik Municipal Corporation will not in any way be responsible in the event the personnel approach the competent authority under the Act or the court. The entire expenses in this behalf shall be borne by the contractor.
- 22) In case Nashik Municipal Corporation is not satisfied with the services of the contractor due to not meeting the set targets/non-completion of the jobs assigned, and non-compliance of the terms and conditions and service level achievable of the contract, the contract shall be terminable by the appropriate, Competent Authority without giving any notice and with or without assigning any reason and decision of the Competent Authority in this regard shall be final on timely completion of work assigned will lead to Nashik Municipal Corporation undertaking risk purchase at the risk and cost of the contractor.
- 23) The Contractor will execute and efficiently handle the work entrusted to him in accordance with the specifications correctly and efficiently.
- 24) Workers employed for carrying out the work are not the employees of NMC and they will not be absorbed in the NMC at any cost. At the same time NMC will not be under obligation to give the work to such workers. Contractor shall provide all his workers with retro reflective or radium fitted belts which shall make them easily identifiable in the crowd, as the person responsible for performing sweeping, garbage lifting and related work. Further the contractor shall provide mask to all his workers which shall cover their nose and mouth. The contractor shall also provide gumboots & raincoats wherever necessary to all those workers.
- 25) Police verification should be done within one month of work order.



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Contractor

General Conditions of Contract

7.1.1 General Provision

- I) All financial arrangement for commissioning and completion of work shall be arranged by the contractor. NMC shall not be responsible for the financial constraints during the work in progress.
- II) The agency to abide by Maharashtra Municipal Corporation Act (former BPMC Act 1949) Provisions related to sanitation and other applicable provisions.
- III) The agency shall be responsible to compensate the manpower engaged by him in case of any accident.
- IV) The contractor shall be responsible for any damage occurring to the Govt./ corporations property, general public in case the cause is attributed to the workers employed by agency.
- V) The contractor shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the work hours.
- VI) It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- VII) The contractor shall submit the contract agreement on a stamp paper as per the Bombay Stamp Act 1958 in a prescribed form duly signed. The contractor shall comply with all the requirements of labour laws.
- VIII) Any other relevant necessary instructions issued by NMC Officials in regard to services are to be complied by the contractor.

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Contractor



- IX) Contractor must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy / engage reliable persons at Nashik Municipal Corporation after proper character verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action of against any person at work etc.. at its sole costs, risks and responsibilities.
- X) The Contractor must follow all labour laws especially minimum wages act. Contractor should at all times indemnify Nashik Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1939; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act. 1923, Industrial disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules etc. made there under from time to time. Nashik Municipal Corporation will not own any responsibility in this regard.
- XI) Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained. Have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc. during performance of his/her duty. It shall indemnify Nashik Municipal Corporation in all respects under this contract.



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Solid waste management dept.



[Signature]
Contractor

- XII) Contractor's employees shall perform their duties at the allotted premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- XIII) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/property at the allotted premises on account of acts of omission and commission by the staff deployed by him.
- XIV) The contractor himself has to make necessary arrangements of stay / food/ security/ transportation etc, of laborer at work site at his own cost.

7.1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and Consultant. Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7.1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

7.1.4. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

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Solid waste management dept.



Contractor



7.1.6. Taxes and Duties

GST/other applicable taxes shall be as specified in the contract. The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.

7.1.7. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- a) "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;
- b) "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a Contract;
- c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the Contract.

Measures to be taken:

The Client will terminate the Contract if the representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract and forfeit the Performance Bank Guarantee;

The Client will sanction the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time, the Client determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said Contract.



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Contractor

It is made clear that any Termination made under this clause shall not necessitate the Bidder to be put an advance notice and a mere communication in that regard by the Client would suffice.

7.1.8. Limitation of Liability

The Contract will require that the aggregate liability of the Bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder, or accident caused due to negligence of the Bidder, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

7.1.9. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure against:

- a) loss of or damage to any works and materials, including damages due to human-made disasters like fire, explosion, flooding, electrocution etc.
- b) loss of or damage to any equipment, property in connection with the Contract;
- c) personal injury or death of the employees/third party personnel;
- d) penalties and demands by labour regulatory Authority and any other regulatory authorities.
- e) For any accident/ mishappening that may occur onsite, the Client does not take any responsibility for insurance coverage.
- f) The successful tenderer shall take out necessary insurance Policy/ Policies to provide adequate insurance cover for execution of the awarded contract work from the "Directorate of Insurance, Maharashtra State Mumbai." only postal address for correspondence is 264, MHADA, 1st floor, Opp. Kalanagar Bandra (east), Mumbai-400054. (Tel. No.- 6438690/6438746, Fax no.- 6438461) within seven days from the date of work order, failure of which NMC is free to deduct 1% of contract value from first running bills of work against premium of Insurance policy which may please be noted.

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Contractor



7.1.10. Liquidated Damages

The Parties agree that in case the Services provided by the Bidder are found to be unsatisfactory, of inferior quality, not meeting Service Level Benchmarks (SLBs), uneconomical, or any other default with reference to the RFP conditions, or the same resulting in losses, monetary or otherwise, to the Client, which are difficult to quantify, Liquidated Damages shall be imposed on the Bidder. The Liquidated Damages shall be subject to a maximum of 10% (ten per cent) of the Agreement/Contract Value.

The Liquidated Damages shall be imposed and may inter alia recovered either by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without written notice to the Bidder in the event of breach of this Agreement or for recovery of Liquidated Damages specified herein. The Liquidated Damages are without prejudice to the right of the Client to impose Penalty or the right to recover any unliquidated damages suffered by the Client on account of any act or omission of the Bidder or its agents, representatives or employees, etc., which are not contemplated herein or others.



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7.1.11. Notices

- Any communication required or permitted to be given, or made pursuant to this Contract shall be in writing in the English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person, through post, through a recognized courier, or through email to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this Contract.
- A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

■ Locations

The services shall be performed at such locations as are specified within this Contract and, where the location of a particular task is not so specified, at such locations as may be agreed mutually by and between the parties.

■ Performance Notice

At any time during the subsistence of this Contract, the Bidder may be required by the Client to perform any of its obligations under this Contract or to remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, by means of a written notice (also referred to as 'Performance Notice') within such time as may be stated therein and the Bidder shall, upon receipt of such notice, comply with the same within this time stipulated therein.

Issuance of a Performance Notice shall not be construed to be an extension of time to the Bidder for performing any of its obligations under this Contract or a waiver of Liquidated Damages or Penalty or any other right of the Client, unless specifically stated in such notice. In case of failure to perform the obligation required by the Performance Notice within the time stated therein, the Client may, in its discretion and without prejudice to its right to charge Liquidated Damages, impose a suitable Penalty for every such failure, as also to forfeit the Bank Guarantee so as to materialize the covenant enumerated in Clause.

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7.1.12 Penalty

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case, including but not limited to the following Penalties:

Sr.No	Breach	Penalty
1	Manpower without uniform/PPE	₹500 per person
2	Less than 4 geotagged photos / every 2 hrs not maintained	₹100 per employee
3	Employees not present full time	₹500 per employee
4	Failure to submit summary of work area per employee	₹1,000 per day
5	Non-submission of GPS audit report from Government Tech Institute	₹1,000 per week
6	Unattested GPS test reports	₹5,000 per week
7	GPS inactive for more than 30 mins	₹100 per employee
8	GPS device not active on system	₹200 per device
9	Employee found outside assigned geofencing	₹500 per employee
10	No micro-planning submitted within 15 days of work order	₹10,000 per day

7.2 Commencement, Completion, Modification and Termination of Contract

7.2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to Consultant instructing Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in this Contract have been met.

The Bidder shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.



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7.2.2. Expiration of Contract

Unless terminated earlier pursuant to GCC Clause of the RFP hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

7.2.3. Modifications or Variations

- a) The Client shall have power to order the Bidder to do any or all of the following as considered necessary or advisable during the progress of the work.
- Increase or decrease of any item of work included in the Contract
 - Omit any item of work in the Contract
 - Change the character or quality or kind of any item of work in the Contract
 - Change the levels, lines, positions and dimensions of any part of the work in the Contract
 - Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of construction of any part of the work;
 - Change the location of the works and
 - Any other item as desired by the Client
- b) The Bidder shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to them in writing by the Client and such alteration shall not vitiate or invalidate the Contract.

7.2.4 Quantities in the Contract

The quantities set out in the Contract are estimated quantities. Payment shall be made for actual quantities delivered in accordance with the Work Orders issued by the Client subsequent to the signing of the Contract.

7.2.5 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force

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[Signature]
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Majeure shall not cover the price fluctuation of components. Force Majeure does not include the events outside India.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of NMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify NMC in writing of such condition and the cause thereof. Unless otherwise directed by NMC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.2.6. Termination

- a) The empanelled agency shall be subject to a probation period of 90 days from the date of commencement of services. During this period, the agency's performance will be closely monitored and evaluated by the Client. If the performance is found to be unsatisfactory or non-compliant with the terms and conditions of the contract, the Client reserves the right to terminate the agreement without any obligation or liability.
- b) In case Nashik Municipal Corporation is not satisfied with the services of the contractor due to not meeting the set targets/non-completion of the jobs assigned, and non-compliance of the terms and conditions and service level achievable of the contract, the contract shall be terminable by the appropriate Competent Authority without giving any notice and with or without assigning any reason and the decision of the Competent Authority in this regard shall be final. Non-timely completion of work assigned will lead to Nashik Municipal Corporation undertaking risk purchase at the risk and cost of the contractor.
- c) The Commissioner NMC shall be entitled to terminate the contract of this work.



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

7.2.7 Service level Agreements

Sr.No	Instance Description	1st Instance	2nd Instance	3rd Instance
1	Absenteeism of manpower without replacement	₹1,000/person/shift + wage deduction	₹5,000/person/shift + wage deduction	₹10,000/person/shift + Contract Termination
2	Strike/agitation halts work	₹10,000 per hour	₹15,000 per hour	Contract Termination
3	GPS system closed or not working	₹1,000 per hour	₹5,000 per hour	₹10,000 per hour + Contract Termination
4	Unsatisfactory cleaning / black spots	₹1,000 per black spot	₹5,000 per black spot	₹10,000 per black spot + Contract Termination
5	Complaints Resolution (Online / Offline)	Minimum 98% complaints must be resolved within 24 Hours ₹1,000 / complaint	Minimum 98% complaints must be resolved within 24 Hours ₹3,000 / complaint	Minimum 98% complaints must be resolved within 24 Hours ₹10,000 / complaint + Contract Termination

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7.2.8 Obligations of the Bidder

● Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with the stated Contract conditions, RFP Terms of Reference and Service Level Benchmarks (SLBs). The Bidder shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional standards, techniques and practices.

The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Client shall impose Liquidated Damages and/or Penalties for the shortfall in performance as per GCC Clause 7.1.10 and 7.1.12. Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

Workers/ manpower employed or engaged for carrying out the work are employees of contractor and not the employees of NMC thus they will not be absorbed in the NMC at any cost and also the contractor shall not claim them to be manpower of Nashik Municipal Corporation. At the same time NMC will not be under obligation to give the work to such workers.

7.2.9 Responsibility of the Bidder

The Bidder should commence execution of Services in accordance with GCC Clause of the RFP and shall carry out the Services in accordance with the program submitted by the Bidder, as updated with the approval of the Client.

The work delivered shall be of high order and quality.

Notwithstanding anything mentioned in the RFP and Contract, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.



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

7.2.10 Obligations under Labour Code

The Bidder shall fulfil all obligations under all applicable labour codes and rules and shall indemnify the Client from any and all claims arising out of non-compliance of the aforementioned labour codes.

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

7.2.11 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

7.2.12. Obligations of the Client

- Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

- Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

7.2.13. Security Deposit

Apart from the PSD an amount equivalent to 1% of running bill shall be deducted as security deposit. It will not carry any interest. The whole Security Deposit shall be forfeited in the case of serious default by the contractor.

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7.2.14. Inspection

The NMC reserves the right to carry out inspection, as and when required of the various locations where work is in progress, without intimating the contractor. Any short comings found during inspection shall have to be attended immediately by the contractor or his supervisor. However, continuous short comings shall invite the penalties to the contractor. The penalties imposed on the contractor, shall be recovered from the monthly bill, PG or other deposit. The NMC reserves the right to treat continuous short comings as "Deficiency of Service" and terminate the Contract with immediate effect. All materials of standard quality shall be utilized for this project.

7.2.15 Payments to the Bidder

- Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

- Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule agreed as part of the contract. The Payment shall be inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services.

7.2.16. Payment to labours

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

The contractor shall transfer wages to all deployed labourers directly into their respective bank accounts through electronic payment methods such as RTGS, NEFT, or equivalent.

Wage payments must be made on or before the 7th of every month. Failure to comply will attract a penalty of 0.25% per day on the unpaid wage amount for each delayed day. For example, if wages are paid on the 8th day, a penalty of 0.25% of the unpaid amount will apply; if paid on the 9th day, the penalty will be 0.50%, and so on.

Note:



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- The penalty will be calculated only on the unpaid portion of wages, not on the total monthly bill.
- For instance, if out of 228 workers, wages are paid on time to 138 workers, but 50 are paid on the 8th and 40 on the 9th, the penalty shall be 0.25% on the wages of 50 workers and 0.50% on the wages of 40 workers.
- This deadline applies irrespective of public holidays. If the 7th falls on a holiday, no extension will be granted.
- Monthly salary slips must be provided to all workers.

In addition to the above, Nashik Municipal Corporation (NMC) reserves the right to impose further penalties for breach of contract terms, non-compliance, or unsatisfactory performance by the contractor.

7.2.17 Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

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

The contractor shall submit an Indemnity Bond (as per the Form 6) executed on a stamp paper of Rs. 500/- indemnifying NMC against all the statutory requirements of the labour department.

7.2.18. For Losses and Damages Caused by Bidder

The agency shall indemnify and keep harmless the Client, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Client because of any act or omission or default or negligence

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or trespass of the Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services.

The agency shall be responsible to compensate the manpower engaged by him in case of any accident.

The agency shall be responsible for any damage occurring to the Govt, /corporations' property, general public, in case the cause is attributed to the workers employed by agency.

7.2.19. Settlement of Disputes

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

- **No Arbitration Jurisdiction to settle the dispute:**

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

- **Jurisdiction**

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.



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The venue of arbitration shall be in Nashik, Maharashtra. The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Nashik, Maharashtra. Courts located in Nashik shall have exclusive jurisdiction to settle dispute arising under this agreement.

7.2.20. Price Escalation

Service Period	Escalation	Rate
Year 1	Nil	T1 = Rate quoted by bidder in financial bid
Year 2	2 %	T2 = T1 X 2%
Year 3	2 %	T3 = T2 X 2%
If extended per year	2 %	T4 = T3 X 2%

2% Escalation is applicable only for Overhead charges + Any other Expenses. (Excluding Minimum Wages Expenses)

7.2.21. Current Estimated Rate Analysis

Sr. No	Details	Per Sweeper per day Expense Rs.
(1)	(2)	(3)
A	For employee to provide company services minimum wages and miscellaneous allowances according to the rate, the sweeper rate	1) Basic pay = Rs. 11500/-
		2) DA = Rs. 9100/-
		3) Total = Rs. 20600/-
		4) HRA 5% on (3) = Rs. 1030 /-
		5) E.S.I.C 3.5% on (3+4) (ceiling 21000/- as per circular No. X-14/11/1/2015-P&D, dated- 27/12/2016) = 0/-
		6) E.P.F 13% (ceiling rs.15000/-) on (3) = Rs. 1800/-
		7) Bonus 8.33% (1+2) = Rs. 1716/-
		8) Per Sweeper per Month = Rs. 25146/-
		9) Per Sweeper per Day (8/26) = Rs. 967.15/-
	Total "A"	10) 875 Sweepers per Day (967.15 X 875 sweepers) = Rs. 8,46,256/-

7.2.22. Agency's Role and Responsibilities

1. The agency to abide by Maharashtra Municipal Corporation Act (former BPMC Act 1949) Provisions related to sanitation and other applicable provisions.

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2. The agency shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the work hours.
3. It is the responsibility of the agency to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
4. The agency shall submit the contract agreement on a stamp paper as per the Bombay Stamp Act 1958 in a prescribed form duly signed. The contractor shall comply with all the requirements of labour laws.
5. Any other relevant necessary instructions issued by NMC Officials in regard to services are to be complied by the agency.
6. Agency must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Nashik Municipal Corporation after proper character verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action of against any person at work etc, at its sole costs, risks and responsibilities.
7. As per Govt. Res. No. CAT/2018/Pra.Kra-127/EMA-2 date 28/11/2018 it is compulsory to the bidders to submit an affidavit in the format given in tender regarding the truthfulness of the documents attached along with tender on the Stamp Paper of Rs.500/-. The responsibility of the false, fraudulent or fake paper/information if any found after opening of tender lies with the bidders only and none of the officer employee is responsible for that. The sole responsibility lies with bidders only. After opening technical bid of the 'e' tender, if any documents found fake, bidder will be disqualified, and if the bidder is a registered contractor, notice will be issued to the bidder giving him opportunity for clarification. If clarification found unsatisfactory the proposal for black listing of the said bidder will be submitted to component authority, if the bidder is un-registered, the action will be taken as per procedure mentioned in Indian penal code.
8. Contractor shall provide all his workers with retro reflective or radium fitted belts which shall make them easily identifiable in the crowd, as the person responsible for performing sweeping, garbage



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lifting and related work. Further the contractor shall provide mask to all his workers which shall cover their nose and mouth. The contractor shall also provide gumboots & raincoats wherever necessary to all those workers.

9. The Contractor shall provide well trained, disciplined, honest & sincere work force, which shall be maintained throughout contract period. The Contractor shall make a site visit and satisfy himself regarding requirements of work. No Child labour allowed.
10. Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc, during performance of his/her duty. It shall indemnify Nashik Municipal Corporation in all respects under this contract.
11. Contractor's employees shall perform their duties at the allotted premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
12. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the allotted premises on account of acts of omission and commission by the staff deployed by him.
13. The contractor himself has to make necessary arrangements of stay / food / security / transportation etc, of labours at work site at his own cost.
14. At present GST is not applicable for such work but in future as per government notification if it becomes applicable, the bidder has to pay the GST and Nashik Municipal Corporation will pay it to the bidder.
15. The bidder will have to continue and extend the work after the 3 years period of work order if required to do in any situation as per orders.

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Solid waste management dep.



16. Police verification of employees should be done within one month of work order and will be submitted to Director, Solid Waste Management Department, NMC.

17. Logistics to be provided

Particulars	Requirement
Broom	2 Per Month / per Employee
Gloves	Per six months / per Employee
Mask	Per six months / per Employee
Gumboot	Per Year / per Employee
Uniform	Per Year / per Employee
Raincoat	Per Year / per Employee
Lime Powder	100 Kg per day
Phenyl	100 Ltrs per day
Shovels	Per Year / per Employee
Ghamela	Per Year / per Employee

7.2.23. Warranty of Goods

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

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

7.2.24. Clients roles and responsibilities

1. The Client shall provide full information regarding the requirements for the Project.
2. The Client shall establish and update an overall budget for the Project. This will include the construction cost, other costs of the Client and reasonable contingencies related to all these costs.
3. The Client shall designate representatives authorized to act on the Client's behalf with respect to the Project. The Client or the



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authorized representative shall render decisions in a timely manner, regarding documents submitted by consultant so that unreasonable delay is avoided in the sequential and orderly progress of work.

4. The Client shall furnish to consultant complete information regarding the Project site as may be necessary for consultant to perform its services. This shall include information about building rules and regulations which are in force and applicable to the Project.
5. In case of delayed development permission from local authorities to start the construction, the Client may take necessary decision.
6. The Client shall give prompt written notice to consultant, if the Client becomes aware of any fault or defect in the Project or non-conformance with the Contract documents.
7. Response to pre-bid queries for RFP No. 05/2025-26 dated - 19.08.2025

Sr. NO	REFERENCE	DESCRIPTION	Bidders Query	Read As
	Page 15 of 57/ Clause no5.1. (9), GPS/Personal tracker device	The Bidder should have experience of deploying sweepers using GPS/Personnel Trackers	As empaneled agency has to comply with terms and conditions of the executed agreement, this condition should be omitted OrDelete the word sweepers. Consider other category of manpower also.	The bidder shall have a functional GPS-based monitoring system in tracking and monitoring the movement of sweeping workers. In the absence of such a system, the bidder shall ensure deployment of a GPS-enabled tracking system within a stipulated period as specified by the Authority.
	-----	-----	Please clarify whether weekly offs are considered in calculating the total labour requirement.	All the selected bidders will have to deploy manpower on daily basis.
	Clause 7.2.13, Security Deposit, Page 32	Apart from the PSD an amount equivalent to	Since 90% of billing value is wages, this will	Clause 7.2.13, Security Deposit, Apart from the PSD an amount

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Sr. NO	REFERENCE	DESCRIPTION	Bidders Query	Read As
		5%of running bill shall be deducted security as deposit.	impact cash flow. As Performance Security (BG) is already submitted, we request this clause of additional 5% deduction from bills be removed.	equivalent to 1% of running bill shall be deducted as security deposit. It will not carry any interest. The whole Security Deposit shall be forfeited in the case of serious default by the contractor.

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

For Nashik Municipal Corporation

For GLOBAL WASTE MANAGEMENT CELL PVT. LTD.

**Deputy Commissioner/ Director
Solid Waste Management Dept.**



Contractor

या करारनाम्यावर नाशिक महानगरपालिकेची मुद्रा आमचे समक्ष उठविलेली आहे.

मा. प्रशासक सो. यांचेकडील आदेश जा.क्र.नामपा/१२५/२०२२ दि.१५/०३/२०२२ अन्वये मनपामार्फत करण्यात येणा-या संविदा व लेख्यांवर मुद्रा लावणे व स्वाक्षरी करणेचे अधिकार प्रदान केलेले आहेत.

**उपआयुक्त (अतिक्रमण)
नाशिक महानगरपालिका, नाशिक**

**Dy. Commissioner & Director
Solid waste management dept.**

**उपआयुक्त (कर)
कर आकारणी विभाग
नाशिक महानगरपालिका, नाशिक**



