

The **GARBAGE COLLECTION** service in Kendriya Vihar-II shall be provided by the Contactor/firm under the terms and conditions of this Agreement as stated hereunder:

GARBAGE COLLECTION services in KV-II, Sector-82, NOIDA.

Terms and Condition of Contract:

1. Personal

- 1.1 The Contractor/firms shall provide comprehensive **GARBAGE COLLECTION** services in the KV-II Complex on all seven (7) days of the week by employing 06 laborers for door to door collection of garbage.
- 1.2 The Contractor/firm will ensure collection of Garbage from 07 AM to 01 PM every day.
- 1.3 The authorized representative of the Contractor/firm shall maintain regular liaison with the Housekeeping In-charge (AOA)
- 1.4 The authorized representative of the Contractor/firm shall check actual garbage collection every day the same AOA office by 10 AM on weekly basis to the Housekeeping In-charge (AOA)
- 1.5 The contactor/firm shall furnish to the AOA complete details of the personnel employed by him for housekeeping job in the KV-II complex including name, photo, residential and permanent address along with police verification documents before actual commencement of the services.
- 1.6 It would be sole responsibility of the contractor/firm to tackle any situation arising in respect of dumping of the garbage out of KV-II, as collected.

2. Period of Contract

- 2.1 This Contract with the AOA shall be valid for a period of one (1) year from 1st August 2022. The Contactor period can be extended for further period by mutual consent. The Contract value will remain firm throughout the period of contract.
- 2.2 The AOA shall have the right to terminate the Contract with one month of prior notice if the performance of the contractor is not found up to the mark as per the contract agreement.

3. Payment Terms

- 3.1 The Contractor/firm shall generate bill on monthly basis by 4th date of every month, enclosing attendance sheet.
- 3.2 Payment to the Contractor/firm shall be made through A/c payee cheque after proper verification of bills and ensuring satisfactory completion of work. Tax and surcharge as per the rules in force shall be deducted.



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3.3 The AOA, KV-II, Sector-82, Noida shall have the right and been entitled to withhold payment to the contactor/firm in the event of any breach of terms & conditions of the agreement. The decision of the President, AOA or his authorized representative in this regard shall be final.

4. Other/ General

4.1 The Contractor/firm shall arrange water proof bags for collecting garbage/waste and ensure that are not spilled anywhere in the KV-II complex.

4.2 The garbage collected from the KV-II complex shall be taken away without any delay.

5. Performance / Security Deposit

5.1 The Contactor/firm shall furnish a **Performance / Security Deposit** of Rs. 1,00,000/- (One Lakh Only). This amount shall be refunded to the contactor/firm on satisfactory completion of contracted services or as and when the contract is terminated after settling any loss/damage of KV-II property. No interest shall be paid by the Association on the performance/security deposit for the above said period.

5.2 It will be obligatory on the part of the contactor/firm to maintain the contract for a minimum period of one year at the quoted rates. Any termination of the contract on the part of the contractor/firm shall make him liable to forfeiture of Performance/ Security Deposit.

6. Penalty

6.1 In case of failure in collecting garbage, the Contractor/ firm will be fined with Rs.500/-for each day.

7. Confidentiality

7.1 The Contactor/firm shall endeavor that under no circumstances the Laborers shall divulge or make known any such information about infrastructure and the residents which may prove detrimental to the AOA.

8. Force Majeure

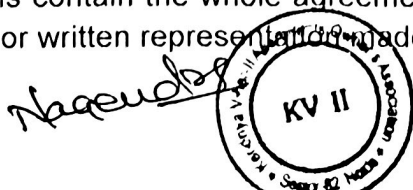
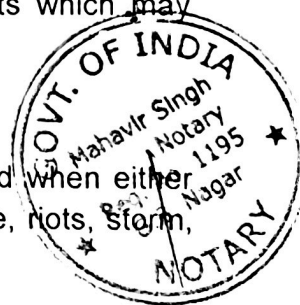
8.1 The obligation of the Contractor/firm and the AOA, KV-II shall be suspended when either party is subjected to Force Majeure which can be termed as civil disturbance, riots, storm, tempest, acts of God beyond the control of man, emergency states etc.

9. Settlement of Disputes

9.1 Any situation which man arise and which is not specifically mentioned in this agreement may first be sorted out by mutual sitting of both the parties.

9.2 That the disputes between the parties to this agreement arising out of or touching upto this agreement shall be referred to the sole arbitrator President AOA, KV-II and as decided by him with mutual discussion shall be final and binding on both the parties.

9.3 The Contractor/form and the AOA, KV-II acknowledges that this agreement and these conditions contain the whole agreement amongst the parties and they have not relied upon any oral or written representation made to it by the Contractor or its employees or agents.



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9.4 In witness whereof the parties hereunto have set and subscribed their hands the day, month and year herein before mentioned and bind themselves, their heirs, successors, administrators and assigns.

9.5 The agreement shall take effect from 01.08.2022 on assuming the services and the compliance will be submitted in writing to the AOA, KV-II stating therein that the area of responsibility has been understood and taken over in toto.

In witness where of the parties hereto have on 1st day of August, 2022 append their signature in token of their acceptance of the agreement aforesaid.

Nagendra S

Signed on behalf of AOA, KV-II



1. Witness

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Signed of behalf of M/s Maa Durga Enterprises

PROPRIETOR



2. Witness

ATTESTED

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MAHAVIR SINGH
NOTARY
G B NAGAR

17 OCT 2022