OFFICE OF THE ESTATE OFFFICER-I, HUDA, GURGAON

To

Shri Rajan Joshi s/o Late Sh. Inder Jeet Joshi, H.No.271, Sector-31, Gurgaon.

Memo No. 5120

Dated: 13-8-14

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Sub: Allotment for leasing out the parking of private vehicles in front of SCO No.1 to 12 HUDA Office Complex Sector 14 and SCO No.13 to 38, Booth No.11 to 30, Near Payal Cinema to SCO No.38, Sector 14, Gurgaon.

Under the authority of Haryana Urban development Authority regarding acceptance of your tender dated 12.08.2014 for the above said work is here by accorded on the following terms and conditions: -

Rates: Rs. 3.55,000/- (Rupees three lacs fifty five thousand only).

Time Limit: For 5 Years from the date of issue of this letter.

Rates of parking of vehicles wi', be charged by the contractor/agency as given below:-

Class of vehicle	Rates upto fcur hours	Per day(More than four hours)	Per month
Bus	Rs.100/-	Rs.150/-	Rs.2500/-
Car/Jeep	Rs.20/-	Rs.30/-	Rs.700/-
Scooter/M.Cycle	Rs.10/-	Rs.20/-	Rs.400/-
Cycle	Rs.5/-	Rs.10/-	Rs.100/-

The rates shall be displayed on a board in the parking lot. No cleaning/washing of vehicles will be allowed.

Terms and Conditions:-

1. Necessary arrangement for parking will be made by the contractor at his own level.

2. The period of license shall be five year and extendable for further five years if the work and conduct of the contractor is found satisfactory.

- 3. The period of license shall be counted from the date of issue of allotment letter.
- 4. In case of any dispute, the arbitrator will be Administrator, HUDA, Gurgaon and his decision shall be final and binding upon both the parties.
- 5. The contractor/agency should get the receipt book printed having Sr. No. it should be duly signed by the competent authority with rate, date and time.
- 6. Any taxes levied by the Govt. shall be paid by the agency.
- 7. The employee of the contractor will be in the uniform.

8. Contractor will be responsible for keeping the parking area clean.
 9. The monthly rent will be deposited by 2nd of each month in advance.

10.In case of theft/stolen of vehicle from the parking site, contractor will be responsible.

11.Estate Officer-I, HUDA, Gurgaon and their nominated staff will have free access to the parking site for the purpose of inspection. The inspection can be carried out ex-party if the licensee fails to turn up on request. They will also have powers to impose a penalty or seek compensation for infraction of any of the terms and conditions of the contract, whose decision shall be final in this regard as follows:-

- A compensation of Rs.50/- for first occasion. a.
- b. Rs.100/- for second occasion.
- Rs.300/- for the third occasion and beyond. C.

After the third occasion, HUDA reserve the right to cancel the License and forfeit the interest free security deposited in its favour. In case of any act or acts by the licensee which may be deemed criminal to be decided solely by the authorized representative of HUDA, the licensor will have the right to terminate the agreement with immediate effect without any notice and forfeit the interest free security deposit in its favour.

> Estate officer-1 HUDA, Gurgaon Dated: 12/8/14

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Endst. No. 5/21 - 2-3

A copy of the above is forwarded to the following for information and necessary action:-

1. The Chief Administrator, HUDA, Panchkula.

- 2. The Administrator, HUDA, Gurgaon.
- 3. The Sub Divisional Engineer, HUDA, Survey Sub Division No.1, Gurgaon.

Estate officer-1 HUDA, Gurgaon



No. Date Subject

HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON Office Note

Sub: Tender for parking of private vehicles in front of SCO No.1 to 12 HUDA Office Complex Sector 14 and SCO No.13 to 38, Booth No.11 to 30, Near Payal Cinema to SCO No.38, Sector 14, Gurgaon.

As desired by the Worthy Administrator vide memo.No.5671 dated 2.5.2014, case for inviting fresh tenders for the parking site in front of SCO No.1 to 12 HUDA Office Complex Sector 14 and SCO No.13 to 38, Booth No.11 to 30, Near Payal Cinema to SCO No.38, Sector 14, Gurgaon was prepared. Tender Notice for the same was sent to the Director, Public Relation Department, Haryana, Haryana vide this office memo.No.4977-79 dated 4.8.2014 for publication in leading newspapers with copy to Chief Administrator, HUDA, Panchkula as well as to Administrator, HUDA, Gurgaon.

The Director, Information, Public Relations and Cultural Affairs, Haryana, Chandigarh issued Advertisement Release Order dated 7.8.2014 to Joyti Darpan, Gurgaon, Pioneer, Delhi and the Hindu, Delhi and the Tender Notice was published in the said newspapers.

Against the Tender Notice, Six Nos. Tender forms were sold out on 11.8.2014 and the tenders were opened by the committee consisting Estate Officer-I, Chief Accounts Officer, Accounts Officer and Sub Divisional Engineer(Survey) on 12.8.2014 at 3.00 PM. The following contractors/agencies submitted their tenders alongwith required earnest money amounting to Rs.1,00,000/-. The rates quoted the tenederers/contractors are mentioned against each:-

S.No.	Name of Tenderer	Rates quoted
1.	Shri. Sonu s/o Sh.Satbir, V.P.O.Sanghi, Rohtak	Rs.350800/- (Rupees three lac fifty thousand and eight hundred only)per month.
2.	Shri. Rajan Joshi s/o Late Sh.Inder Jeet Joshi, HNo.271, Sector 31, Gurgaon	Rs.355000/- (Rupees three lac fifty five thousand only) per month.
3.	Shri.Sanjeev s/o Sh.Interjeet, H.Ho.1715/31, Gurgaon	Rs.337700/- (Rupees three lac thirty seven thousand and seven hundred only) per month.
4.	Shri.Sandeep s/o Sh.Om Parkash, H.No.1065 Gali No3, Rajiv Nagar, Gurgaon.	Rs.328000/- (Rupees three lac twenty eight thousand only) per month.
5.	Shri Billu, 954/28Bharat Colony, Rohtak	Rs.300000/- (Rupees three lac only) per month.



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On the basis of rates quoted by the tenderers/contractors, the rates quoted by Sh.Rajan Joshi, R/o H.No. Sector 31, Gurgaon amounting to Rs.355000/- per month are the highest, competitive, reasonable and recommended for approval on the following terms and conditions:-

Rates of parking of vehicles will be charged by the contractor/agency as given below:-

Class of vehicle	Rates upto four hours	Per day(More than four hours)	Per month
Bus	Rs.100/-	Rs.150/-	*Rs.2500/-
Car/Jeep	Rs.20/-	Rs.30/-	Rs.700/-
Scooter/M.Cycle	Rs.10/-	Rs.20/-	Rs.400/-
Cycle	Rs.5/-	Rs.10/-	Rs.100/-

The rates shall be displayed on a board in the parking lot. No cleaning/washing of vehicles will be allowed.

Terms and Conditions:-

1.Necessary arrangement for parking will be made by the contractor at his own level.

2. The period of license shall be five year and extendable for further five years if the work and conduct of the contractor is found satisfactory. The period of license shall be counted from the date of issue of allotment letter.

4.In case of any dispute, the arbitrator will be Administrator, HUDA, Gurgaon and his decision shall be final and binding upon both the parties.

5.The contractor/agency should get the receipt book printed having Sr. No. it should be duly signed by the competent authority with rate, date and time.

6.Any taxes levied by the Govt. shall be paid by the agency.

7. The employee of the contractor will be in the uniform.

8.Contractor will be responsible for keeping the parking area clean.

9.The monthly rent will be deposited by 2nd of each month in advance.

10.In case of theft/stolen of vehicle from the parking site, contractor will be responsible.

11.Estate Officer-I, HUDA, Gurgaon and their nominated staff will have free access to the parking site for the purpose of inspection. The inspection can be carried out ex-party if the licensee fails to turn up on request. They will also have powers to impose a penalty or seek compensation for infraction of any of the terms and conditions of the contract, whose decision shall be final in this regard as follows:-

a. A compensation of Rs.50/- for first occasion.

b. Rs.100/- for second occasion.

c. Rs.300/- for the third occasion and beyond.

After the third occasion, HUDA reserve the right to cancel the License and forfeit the interest free security deposited in its favour. In case of any act or acts by the licensee which may be deemed criminal to be decided solely by the authorized representative of HUDA, the licensor will have the right to terminate the agreement with immediate effect without any notice and forfeit the interest free security deposit in its favour.



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HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON Office Note

12.In case it is established that the licensee is charging over and above the rates stipulated in the terms and conditions prescribed herein and modified from time to time by HUDA and also in case of any misuse of premises for other than parking usage, or if any criminal activity is carried out or allowed to be carried out from the said licensed parking spaces as may be deemed solely by the authorized representative of HUDA or violation of any other terms and condition of license HUDA reserves the right to cancel the license with or without any notice and forfeit the interest free security deposit in its favour.

Submitted for approval please.

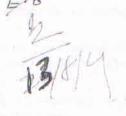
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Sub: Proposal for arrangement of conservancy services in HUDA Sector-5-III & VI, Gurgaon.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the RWAs.

After detailed deliberations, Meenu Singh, President Resident Welfare Association, Sector-5-III & VI, Gurgaon has submitted proposal for getting conservancy work of Sector-5-III & VI, Gurgaon The President vide his letter dated 18.02.2014 has submitted his willingness to carry out sanitation work as per terms & conditions of HUDA. Taking into the 30 Nos. workers and equipments monthly expenditure comes out of Rs.3,96,120/- per month for which RWA is agreed.

As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.5,32,440/- per month plus EPF, ESI and Service Tax payable extra (as per Annexure-'B').

In order to utilize the services of RWA Sector-5-III & VI, Gurgaon, the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.

			ANNEXURE-'A'
	Supervisors	.=:	2 Nos.
	Sweepers	=	28 Nos.
	Try Cycle (for collecting garbage)	=	2 Nos.
	JCB (for lifting garbage)	=	3 Hours per day
1.1%	Tractor/ Trolley (for carrying garbage To dumping site)		1 No.*
	Truck (for carrying garbàge To dumping site)	=	1 No.

On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (30 @ Rs.8100)	= Rs. 243000/-PM
Rent of 2 Try Cycle @ Rs.54/- per day	=Rs. 1620/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs. 63000/- PM
l No. Tractor/ Trolley @Rs.1200/- per day	= Rs. 36000/- PM
1 No. Truck @ Rs.3500/2 per day for 30 days	= Rs.52500/- PM

Total expenditure comes out

=Rs.3,96,120/- PM

Plus EPF, ESI & S.T. extra as applicable.

In view of the above it will be economical to allot the sweeping work of Sector-5-III & VI, Gurgaon to the Resident Welfare Association of Sector- 5-III & VI, Gurgaon @ Rs.3,96,120/- per month plus EPF, ESI & S.T. charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the RWA on the recommendations of Estate Officer.

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It is also proposed that an advance of Rs.3,96,120/- may be given in advance to the RWA Sector-5-III & VI,Gurgaon to start the work. The RWA will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The RWA will be responsible to maintain the account and record of employees engaged and deposit of EPF, ESI & S.T. etc submitted by president and General Secretary both. The agreement containing the usual terms and condition (annexure 'A') will be executed between RWA and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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ANNEXURE-'B'

Sweepers	=	50 Nos.
Supervisor	=	2 No.
Try Cycle (for collecting garbage)	-	4 Nos.
JCB (for lifting garbage)	-	3 Hours per day
Four Wheeler (for carrying garbage To dumping site)	=	1 No.

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On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (52 @ Rs.8100)		421200/-PM
Rent of 4 Try Cycle @ Rs.27/- per day per cycle	=Rs.	3240/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM
Mini Truck/ Four Wheeler @ Rs.1500/- per day	=Rs.	45000/-PM.

Total expenditure comes out

=Rs.5,32,440/- PM

Plus EPF and ESI extra as applicable.

Sub: Proposal for arrangement of conservancy services in HUDA Sector-5-III & VI, Gurgaon.

The offer for conservancy work approved by the Worthy Administrator was given to RWA Sector-5-III & VI, Gurgaon. In response to the said offer / proposal Meenu Singh President RWA Sector-5-III & VI, Gurgaon vide letter dated 21.02.2014 has requested for providing following machinery/ equipment in addition to the earlier offer.

- a) Tricycle = 2Nos. @ Rs54/-per day.
- b) 5 Nos. Sweepers @8100/- per month.
- c) Service Tax @12.36%.

The matter has been discussed in detail with RWA and this office is agreed to provide the additional equipment as mentioned below:-

- a) Tricycle = 2Nos. @ Rs.27/-per day = Rs.1620/-,
- b) 5 Nos. Sweepers @ Rs.8100/-per month

=<u>Rs.40500/-.</u> Total = Rs.42120/-

c) Service Tax @12.36%.

The same is submitted for according necessary approval so that revised offer could be made to the RWA Sector-5, Gurgaon.



Date

Subject

Submitted for further approval please

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This agreement made the 28 day of file 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and Resident's Welfare Association (Regd. No. 421) Sector-5-III & VI, Gurgaon through Meenu Singh President Resident's Welfare Association Sector-5-III & VI, Gurgaon(hereinafter called RWA). The scope of sanilation work allotted to Resident's Welfare Association Sector-5-III & VI is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey)

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Residents Watare Association Sect-3, 8 & 6, Gurgaon mutually agreed upon as under:-

- 1. Cleaning will be required on footpath as well as channels & vacant plots.
- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- Persons employed by the RWA will not be treated in any way the employee of HUDA. The RWA will be responsible for all acts committed by its worker.
- In case of any complaint from the specific area the RWA will be responsible to get the area cleaned immediately.
- 5. The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- 7. The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the RWA will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in winter season with badge bearing his name and designation, while on duty.
- The RWA shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.
- 10. That the RWA shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
- That the RWA staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- That the RWA shall also be responsible to provide all the benefits viz P.F. ESI Bonus, Gratuity, leave and uniform etc. to eligible workers.
- The Estate Office shall have the right to ask for the removal of any person of RWA, who is not found to be competent and not able to discharge his duty.

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other persons in any manner.

15. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- Garbage collected in various sectors to be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and RWA in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.
- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the RWA as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
- The RWA is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
- 20. Termination of Agreement:-
- Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
- ii) Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
- Any deficiency in work of not done by RWA shall be got done by HUDA at the RWA cost and expenses.
- 21. RWA will be responsible for any accident or miss-happening with their employees.

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in ins area. No extra payment will be made for the same.

- In case the RWA wants to discontinue the agreement he will have to serve One 23. month clear notice.
- 24. The payment will be made by the Estate Officer to the RWA as per the details given in the enclosed Annexure 'A'.
- The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any 25. dispute.

Signed and deliver

President.

President -3 Resident's uro Association Sector-5-III

Gurgaon through Meenu Singh

VI.

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

Witness:-

1. Signature

Name JAI BHAQWEN YBOAL Address HIMA Y PART-III

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Sector 5 quefeon

2. Signature

Name ML

Address

From

Estate Officer-I, HUDA, Gurgaon

To

M/s Go Clean Services Add : Plot No. 54 Sector – 40, Gurgaon

Memo No. 7472

Dated: 28-1144

Sub: Regarding Allotment of work order of Sanitation Work of HUDA.

As required by you and on the basis of approval accorded by Administrator, HUDA, Gurgaon, the work of Sanitation of Sector-9, 10A, 12, 14, 17, 18, 23A, Old Judicial Complex, Jail Road, 37-I & II, Mata Road from Atul Kataria Chowk to Shaheed Bhagat Singh Chowk Sector-5, Gurgaon is hereby allotted to you on the same pattern of Sector – 23, Gurgaon with immediate effect.

All the terms & conditions will be same as of Sector-23, Gurgaon.

Estate Officer-I. HUDA, Gurgaon

Endst No: 7473-76

Dated: 28-11-14

A copy of the above is forwarded to the following for information and necessary action please:-

- 1. The Administrator, HUDA, Gurgaon for information.
- 2. The Senior Accounts Officer O/o Estate Officer-I, HUDA, Gurgaon.
- 3. The Accounts Officer O/o Estate Officer-I, HUDA, Gurgaon.
- 4. The Sub-Divisional Engineer, HUDA, Survey, Sub Division No.1, Gurgaon.

Estate Officer-I. HUDA, Gurgaon

No. Date Subject

HUDA

Sub.:- Proposal of arrangement of Conservancy / Sanitation Services in HUDA Sector-9, 10A, 12, 13, 17A, B, C, Iffco Colony, 18 I/C & 18 Elect. City, 23A, 37-a & II, Old Jail Land & OJC, Mata Road from Atul Kataria Chowk to Saheed Bhagat Singh Chowk and Dividing Road Sector 17&18 & all market parking of above said all Sector, Gurgaon.

On the cited subject, it is stated that, as per the order dated 19.10.2014 of worthy administrator HUDA, Gurgaon, the work of conservancy / sanitation services in above said all sectors of HUDA Gurgaon may be given to the M/s Go Clean Services on the trial basis for a minimum period of 3 months or till the finalization of comprehensive tender to be floated. The rates quoted by M/s Go Clean Services have been found lowest and the detail tender work sector wise as per the rates quoted by M/s Go Clean Services are under as :-

S. No.	Sector	Sweeper (Nos.)	Supervisor (nos.)	Tricycle Nos.	Tractor Trolley Nos.	J.C.B.	Dumper
1.	Sector 10A & Parking Market	39	- 1, a	4	1	2 Hrs.	1/3
2.	Sector-12A, B, C & Parking Market	25	1	3	1	1 Hrs.	1/3
3.	Sector 14 & Parking Market	33	1	4	1	1 Hrs.	1/3
4.	Sector 17A, B, C, HBC, Iffco Colony Dividing Road 1 7 &	40	2	4	1	2 Hrs.	1/3
	18 Parking Market						

ANNEXURE 'A'



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HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON Office Note

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		300	. 12	35	10	16	60
10.	Mata Road Atul Kataria Chowk to Shaheed Bhagat Chowk	15	1	2	1		
9.	Sector – OJC & Jail Land	18	1	2	1	1 Hrs.	
8.	Sector 37-I & II	35	2	5	1	3 Hrs.	1/3
7.	Sector 23#& Parking Market	28	1	3	1	1 Hrs.	1/3
	Dividing Road Sector 9 & 9A & Parking Market						
6.	Market Sector-9 &	37	1	4	1	3 Hrs.	1/3
5.	Sector 18 I/C & E/C Parking	30	1	4	1	2 Hrs.	1/3

Sweepers 300 no's@Rs.8100/- per month	2430000.00
Supervisor 12 no's@Rs.8100/- per month	97200.00
Tri-Cycle 35 no's@27/- per day for 1 month	28350.00
Tractor 10 no's@Rs.1200/- per day for 1 month-	360000.00
J.C.B. 2 no's@7000/- per day for 1 month	420000.00
Dumper 2 no's@Rs.3500/- per day for 1 month	210000.00
Total	35,45,550.00

Say Rs.35,45,550 per month + EPF, ESI, 8% S.C.



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ANNEXURE-'B'

S. No	Sector	Sweeper (Nos.)	Supervisor (nos.)	Tricycle Nos.	Tractor Trolley Nos.	J.C.B.	Dumper
1.	Sector 10A & Parking Market	94	3	6	4	3 Hrs.	1/3
2.	Sector-12A, B, C & Parking Market	55	4	6	3	3 Hrs.	1/3
3.	Sector 14 & Parking Market	55	2	6	2	3 Hrs.	1/3
4.	Sector 17A, B, C, HBC, Iffeo Colony Dividing Road 16 & 18 Parking Market	78	2	6	3	3 Hrs.	1/3
	Sector 18 I/C & E/C Parking Market	43	2	5	3	3 Hrs.	1/3
]	Sector-9 & Dividing Road Sector 9 & 9A & Parking	67	3	6	2	3 Hrs.	1/3
	Market						

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		595	24	50	24	31	120
	Shaheed Bhagat Chowk						
10.	Mata Road Atul Kataria Chowk to	25	1	2	1	3 Hrs.	1/3
9.	Sector – OJC & Jail Land	41	2	4	2	3 Hrs.	
8.	Sector 37-1 & II	85	3	7	3	4 Hrs.	1
7.	Sector 23 & Parking Market	52	2	4	-	3 Hrs.	1/3

Sweepers 595 no's@Rs.8100/- per month	4819500.00
Supervisor 24 no's@Rs.8100/- per month	194400.00
Tri-Cycle 50 no's@27/- per day for 1 month	40500.00
Tractor 24 no's@Rs.1200/- per day for 1 month	864000.00
J.C.B. 31 no's@7000/- per day for 1 month	651000.00
Dumper 4 no's@Rs.3500/- per day for 1 month	420000.00
Total	69,89,400.00

Say Rs.69,89,400 per month + EPF, ESI, 8% S.C.

As per Annexure 'A' proposal for getting conservancy work of above mentioned sector 300 workers, 12 supervisors, 35 tricycle, 10 tractor, 2 J.C.B., 2 Dumpers has been taken into account, details as per Annexure 'A' and expenditure works out to Rs.35,45,550.00 pm + EPF + ESI + 8% S.C. If any for which M/s Go Clean Services is agreed.



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As per norms the SDE (Survey) has worked out the expenditure (considering the manpower and machinery for Rs.69,89,400.00 pm + EPF + ESI + 8% S.C. (as per Annexure 'B').

In order to utilize the services of M/s Go Clean Services for all the above mentioned Sectors, Gurgaon. The required manpower & machinery to be utilized has been discussed in view of scope of work as under :-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from Sectors including shopping centre, pubic toilets in the shopping centres and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots and removal of dead bodies of animals / plucking of polythene, removal of dusts, animal / human excreta dropping and framing from trees, wild grass / weeds, bushes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose off the same day at desirable place out of city limits earmarked by Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.

In view of the above it will be economical to allot the sweeping work of above mentioned sectors in Gurgaon M/s Go Clean Services @ Rs.35,45,550.00 pm + EPF + ESI + 8% S.C. (as per Annexure 'A') extra as applicable as worked out above for initial period of three months. Further extension will be given after assessing the performance of work done by M/s Go Clean Services on the recommendation of Estate Officer-I, HUDA, Gurgaon.



6

No. Date Subject

It is also proposed that the M/s Go Clean Services will submit detail of Actual Utilisation of Amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The M/s Go Clean Services will be responsible to maintain the account and record of employees engaged and deposit of EPF / ESI etc. submitted M/s Go Clean Services. The agreement containing the usual terms & conditions (Annexure 'A') will be executed between M/s Go Clean Services and Estate Officer-I HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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legally wetted (ADA)

Go Clean

2 4 NOV 2014 RAJ SINGH STAMP VENDOR Gurgaon (Haryana)

Agreement

This agreement made the <u>Ist</u> day of <u>Dec</u> 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and M/s Go clean services. The scope of sanitation work allotted to M/s Go clean services in Sector-9,10A,12,14,17,18,23A,Old Judical Complex, Jail Land, 37-I&II, Mata Road from Atul Kataria Chowk to Shaheed Bhagat Singh Chowk Sector-5, Gurgaon is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center verge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users. The following terms and conditions in the matter has been mutually agreed upon as under:-

- 1. Cleaning will be required on footpath as well as channels & vacant plots.
- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- 3. Persons employed by the M/s Go clean services will not be treated in any way the employee of HUDA. The M/s Go clean services will be responsible for all acts committed by its worker.

4. In case of any complaint from the specific area the M/s Go clean services will be responsible to get the area cleaned immediately.

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- 5. The certificate regarding depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- 7. The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the M/s Go clean service will wear the prescribed Apron bearing name of the organization, while on duty.

 The M/s Go clean services shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.

- 10. That M/s Go clean services shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
- That M/s Go clean services staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- 12. That M/s Go clean services shall also be responsible to provide ESI & EPF to eligible workers.
- The Estate Office shall have the right to ask for the removal of any person of M/s Go clean services, who is not found to be competent and not able to discharge his duty.
- 14. The M/s Go clean services shall not engage any sub contractor or transfer the contract to any other persons in any manner.
- 5. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- 16. Garbage collected in various sectors off be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and M/s Go clean services in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.
- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the M/s Go clean services as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
- 19. The M/s Go clean services is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
- 20. Termination of Agreement:-
- Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
- ii) Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
- Any deficiency in work of not done by International M/s Go clean services shall be got done by HUDA at the International Academy of Environmental & Sanitation Public Health cost and expenses.

- 21. M/s Go Clean Services will be responsible for any accident or miss-happening with their employees.
- 22. Special arrangements of sweeping will be made on the visit of V.I.P. / V.V.I.P. in his area. No extra payment will be made for the same.
- 23. In case M/s Go Clean Services wants to discontinue the agreement he will have to serve One month clear notice.
- 24. The payment will be made by the Estate Officer to the M/s Go Clean Services as per the details given in the enclosed Annexure 'A'.
- 25. The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any dispute.

Signed and behalf of HUDA Estate Office Gurgaon Witness :-Signature 1. Name VIJAY KUMAR 5/2A, RAIL VIMAR Address SECTOR-JG, GGN.

Signed and delivered by M/s Go Clean Services Plot No. 54, Sector 40, Gurgaon

2. Signature

Name

Address



NO. Date Subject

Sub: Proposal for arrangement of conservancy services in HUDA Sector-9A, Gurgaon.

On the cited subject, it is stated that a consent for sanitation work in sector -9A has been received from RWA Sector -9A Gurgaon Vide dairy No.1881 dated 5/05/2014. R.W.A Sector 9A is willing to take over the sanitation work responsibility as per rules and guideline prepared by HUDA Gurgaon.

After detailed deliberations with Presidents Sector-9A, Gurgaon they have submitted proposal for getting conservancy work of Sector-9A, Gurgaon. The President vide his letter dated 05.05.2014 has submitted details of manpower's (Total 27 Nos.) 2 Supervisors and 25 Sweepers, material and equipments and intimated the monthly expenditure of Rs.3,55,940/- per month and incidental expenditure of 36.39% on account of consumable items like brooms and other items etc.

The proposal submitted by the RWA has been examined in view of the norms. As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.6,96,060/- per month plus EPF, ESI and Service Tax payable extra (as per Annexure-'B').

In order to utilize the services of RWA Sector-9A, Gurgaon, the required manpower and machinery, to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.

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	Supervisors	=	2 Nos.
	Sweepers	=	25 Nos.
	Try Cycle (for collecting garbage)	=	4 Nos.
	JCB (for lifting garbage)	=	3 Hours per day
	1 No. Tractor	=	1 No.
	1 No. Truck for dumping	g =	1 No. (1/3 for 1 Sector)

On the basis of DC rates, the expenditure on manpower and machinery will be as under:-

Manpower (27 @ Rs.8100)	= Rs. 218700/-PM	
Rent of 4 Try Cycle @ Rs.27/- per day per cycle	=Rs.	3240/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM
1 No. Tractor @ Rs.1200/- per day	=Rs.	36000/-PM
		25000/ D) (

1 No. Truck @ Rs.3500/- per day /3 (30days)= Rs. 35000/- PMTotal expenditure comes out=Rs.3,55,940/-PM

Plus EPF, ESI & S.T. extra as applicable.

In view of the above it will be economical to allot the sweeping work of Sector-9A, Gurgaon to the Resident Welfare Association of Sector-9A,Gurgaon @ Rs.3,55,940/- per month plus EPF, ESI & S.T. charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the RWA on the recommendations of Estate Officer.



No. Date Subject

RWA. Sector 9- A. Gurgan

It is also proposed that an advance of Rs.3,55,940/- may be given in advance to the RWA Sector-9A,Gurgaon to start the work. The RWA will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The RWA will be responsible to maintain the account and record of employees engaged and deposit of EPF, ESI & S.T. etc submitted by president and General Secretary both. The agreement containing the usuaterms and condition (annexure 'A') will be executed thetween RWA and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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हरिकाणा HARYANA Agreement

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This agreement made the <u>10 m</u> day of <u>June</u> 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and Resident's Welfare Association (Regd. No. HRO 8-2013-00119) Sector-9A, Gurgaon through Col. Ram Singh Balwada (Retd.) President Resident's Welfare Association Sector-9A, Gurgaon(hereinafter called RWA). The scope of sanitation work allotted to Resident's Welfare Association Sector-9A is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of gårbage from sector including shopping centre /public toilets in the shopping centers and al open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey)

Cleaning will be required on footpath as well as channels & vacant plots.

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- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- Persons employed by the RWA will not be treated in any way the employee of HUDA. The RWA will be responsible for all acts committed by its worker.
- 4. In case of any complaint from the specific area the RWA will be responsible to get the area cleaned immediately.
- The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- 7. The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the RWA will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in winter season with badge bearing his name and designation, while on duty.
- 9. The RWA shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.
- 10. That the RWA shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
- That the RWA staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- That the RWA shall also be responsible to provide all the benefits viz P.F. ESI Bonus, Gratuity, leave and uniform etc. to eligible workers.
- The Estate Office shall have the right to ask for the removal of any person of RWA, who is not found to be competent and not able to discharge his duty.

other persons in any manner.

15. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- Garbage collected in various sectors to be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and RWA in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.
- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the RWA as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
- The RWA is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
- 20. Termination of Agreement:-
- Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
- ii) Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
- Any deficiency in work of not done by RWA shall be got done by HUDA at the RWA cost and expenses.
- 21. RWA will be responsible for any accident or miss-happening with their employees.

- III IIIs area, ino extra payment win or mane for the same.
- 23. In case the RWA wants to discontinue the agreement he will have to serve One month clear notice.
- 24. The payment will be made by the Estate Officer to the RWA as per the details given in the enclosed Annexure 'A'.
- 25. The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

dispute.

Signed and delivery by President Resident's Welfare Association Sector-9A, Gurgaon through Col. Ram Singh Balwada (Retd.), President.

Witness:-

1. Signature

Name	Alm	
Address_	OP V RITTON	
_H.)	Vo. UB2 Sel-9A GVranon PH. 9999	27703
2. Signat	ire Gorganni Ph. 9999	
Name	SANDERLOT J.E.	
Address_	OfO E. of HUDALIN	
	RECTOR -14	

HUDA, Gurgaon

The International Academy of Environmental & Sanitation Public Health, Add:- RZ-L-5, 1st Floor, (Opp. Punjab National Bank), Mahavir Enclave, Palam Dabri Road, New Delhi-110045.

Memo No. 2050

Dated. 27/3/15

Sub: Regarding extension of work order of sanitation work of HUDA.

As requested by the RWA and on the basis of approval accorded by Administrator, HUDA, Gurgaon, the work of Sanitation of Sector-10, Gurgaon is hereby allotted to you on the same pattern as of Sector-23, Gurgaon with effect from 01.04.2015.

All the terms & conditions will be same as of Sector-23, Gurgaon.

Estate Officer-I. HUDA, Gurgaon an Leih

Dated:

27/3/15

Endsi No: 2051 - 54

A copy of the above is forwarded to the following for information and necessary action please:-

1. The Administrator, HUDA, Gurgaon for information.

2. The Senior Accounts Officer O/o Estate Officer-I, HUDA, Gurgaon.

3. The Accounts Officer O/o Estate Officer-I, HUDA, Gurgaon.

4. The Sub Divisional Engineer, HUDA, Survey, Sub Division No. 1, Gurgaon.

Estate Officer-I, HUDA, Gurgaon OVE

To

No. Date Subject

HUDA

Sub: Proposal for arrangement of conservancy services in HUDA Sector-10, Gurgaon.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the International Academy of Environmental and Sanitation public Health. Previous the work was allotted to RWA 10, Gurgaon. The RWA has refused to continue the work and has requested to hand it over to some other competent agency.

After detailed deliberations with Presidents Sector-10, Gurgaon they have submitted proposal for getting conservancy work of Sector-10, Gurgaon. The President vide his letter no. <u>954</u> dated <u>02.03.2015</u> has submitted details of manpower's (Total <u>28</u> Nos.) <u>2</u> Supervisors and <u>26</u> Sweepers, material and equipments and intimated the monthly expenditure of Rs.3,60,540/- per month and incidental expenditure of 36.39% on account of consumable items like brooms and other items etc.

In order to utilize the services of International Academy of Environmental and Sanitation public Health Sector-10, Gurgao., the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass /



No. Date Subject

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weeds, bushes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center verge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer-I / Sub Divisional Engineer (Survey)-I, HUDA Gurgaon and users.

Supervisors	*	2 Nos.
Sweepers	=	26 Nos.
Try Cycle (for collecting garbage)	=	4 Nos.
JCB (for lifting garbage)	÷	2 Hours per day

Four Wheeler = 1 No. (for carrying garbage To dumping site)

On the basis of DC rates, the expenditure on manpower and machinery will be as under:-

Manpower (28 @ Rs.8100)	= Rs.226800/-PM
Rent of 4 Try Cycle @ Rs.27/- per day per cycle	=Rs. 3240/- PM
JCB for 2 hours per day @ Rs.1400/-	=Rs. 42000/- PM
1 No. Tractor @ Rs.1200/- per day	=Rs. 36000/- PM
1 No. Truck @ Rs.3500/- per day / 2 x 30 days	= Rs. 52500/- PM
Total expenditure comes out	=Rs.3,60,540/- PM

Plus EPF, ESI & S.T. extra as applicable.



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HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON Office Note

No. Date Subject

In view of the above it will be economical to allot the sweeping work of Sector-10, Gurgaon to the International Academy of Environmental and Sanitation public Health of Sector-10, Gurgaon @ Rs.3,60,540/- per month plus EPF, ESI & S.T. charges extra as applicable as worked out above for initial period of 3 months or allotment of fresh tender which ever is earlier. Necessary approval may please be granted from 01.0,2015, onwards. Further extension will be given after assessing the performance of work done by the International Academy of Environmental and Sanitation public Health on the recommendations of Estate Officer-I.

Submitted for approval please

specs) 13)2015 ender Singh -x-fr approved of w/ Adum R. 1.C. from 16-3-2015 on wends or floeling of fresh lenders for Samlala work. 16/03/15 EDT - Digidenty 16/3/15 Four draft for sign please 26)3/10 01/04/2010 3/10 Eef 2010 509(5) W. EC.I

No. Date Subject

HUDA

44

Sub: Proposal for arrangement of conservancy services in HUDA Sectors.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the RWAs.

After detailed deliberations, Col. Omed Singh, President Resident Welfare Association, Sector-21, Gurgaon has submitted proposal for getting conservancy work of Sector-21, Gurgaon. The President vide his letter dated 12.02.2014 has submitted details of manpower's (Total 35 Nos.) One Field Officer, 2 Supervisors and 32 Sweepers, material and equipments and intimated the monthly expenditure of Rs.4,30,000/- per month and incidental expenditure of 36.39% on account of consumable items like brooms and other items etc.

The proposal submitted by the RWA has been examined in view of the norms. As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.514620/- per month plus EPF and ESI payable extra (as per Annexure-'B').

In order to utilize the services of RWA Sector 21, Gurgaon, the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional/Engineer (Survey) HUDA Gurgaon and users. EOJ 13/2/17

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It is also proposed that an advance of Rs.3,43,620/- may be given in advance to the RWA Sector 21,Gurgaon to start the work. The RWA will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The RWA will be responsible to maintain the account and record of some Had by freme it is and deposit of EPF and ESI etc. The agreement is and containing the usual terms and condition (annexure 'A') will be executed between RWA and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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b) The proposal of E.C.I. may knidly be approved. Puritice i lte s letole is autousted to RWA, the byster will ensure close superision residents accountibility, transperance and participation of sesident

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HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON

Office Note

No. Date Subject

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UDA

Supervisors		2 Nos.	
Sweepers	191	28 Nos	
Try Cycle (for collecting garbage)	-	2 Nos.	
JCB (for lifting garbage)	=	3 Hours per day	
Four Wheeler (for carrying garbage To dumping site)		1 No.	

On the basis of DC rates, the expenditure on manpower and machinery will be as under:-

Manpower (30 @ Rs.8100)	= Rs. 243000/-PM
Rent of 2 Try Cycle @ Rs.54/- per day	=Rs. 1620/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs. 63000/- PM
Four Wheeler (to be provided by HUDA)	
and to run the same will be paid	
@ Rs.1200/- per day	=Rs. 36000/-PM.

Total expenditure comes out

=Rs.3,43,620/- PM Plus EPF and ESI extra as applicable.

13/2/14

In view of the above it will be economical to allot the sweeping work of Sector 21, Gurgaon to the Resident Welfare Association of Sector 21,Gurgaon @ Rs.3,43,620/- per month plus EPF & ESI charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the RWA on the recommendations of Estate Officer.

Sub: Proposal for arrangement of conservancy services in HUDA Sector-21, Gurgaon.

The offer for conservancy work approved by the Worthy Administrator was given to RWA Sector-21, Gurgaon. In response to the said offer / proposal Col. Omed Singh President RWA Sector-21, Gurgaon vide letter dated 19.02.2014 has requested for providing following machinery/ equipment in addition to the earlier offer.

- a.) Tricycle = 6Nos. @ Rs54/-per day.
- b.) Two Tractors with Trolley to be arranged @ Rs.2500/-per day by RWA.
- c.) Service Tax @12.36%.
- d.) Uniform allowance @5% of basic amount.

The matter has been discussed in detail with RWA and this office is agreed

to provide the additional equipment as mentioned below:-

 a.) Tricycle = 4Nos. @ Rs.27/-per day b.) 1 No. Tractor with Trolley to be arranged 	= Rs.3240.
@ Rs.1200/-per day by RWA	= R.36000/
c.) 1/3 Truck @ Rs.3500/- per day	= Rs.35000/
d.) Service Tax @12.36%.	$Total = \underline{Rs. 4240}/{-}$ $(74240 > 00)$

The same is submitted for according necessary approval so that revised offer could be made to the RWA Sector-21, Gurgaon.

Submitted for further approval please

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Agreement

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This agreement made the 20 day of feb 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and Resident's Welfare Association (Regd. No. 880) Sector-21, Gurgaon-122016 through Col Omed Singh President Resident's Welfare Association Sector-21, Gurgaon(hereinafter called RWA). The scope of sanitation work allotted to Resident's Welfare Association Sector-21 is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body truck or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer /

SINGH OR-21 GURGAON (Rog. No. 820)

- 1. Cleaning will be required on footpath as well as channels & vacant plots.
- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- Persons employed by the RWA will not be treated in any way the employee of HUDA. The RWA will be responsible for all acts committed by its worker.
- 4. In case of any complaint from the specific area the RWA will be responsible to get the area cleaned immediately.
- The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- 7. The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the RWA will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in winter season with badge bearing his name and designation, while on duty.
- The RWA shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.
- 10. That the RWA shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
- 11. That the RWA staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- That the RWA shall also be responsible to provide all the benefits viz P.F. ESI Bonus, Gratuity, leave and uniform etc. to eligible workers.
- The Estate Office shall have the right to ask for the removal of any person of RWA, who is not found to be competent and not able to discharge his duty.

SECTOR-21 GURGAON (Reg. No: 880)

15. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- Garbage collected in various sectors to be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and RWA in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.
- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the RWA as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
- The RWA is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
- 20. Termination of Agreement:-

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- Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
- Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
- Any deficiency in work of not done by RWA shall be got done by HUDA at the RWA cost and expenses.
- 21. RWA will be responsible for any accident or miss-happening with their employees.

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COL OMED SINGH PRESIDENT RWA, SECTOR-21 GURGAON (Reg. No. 830) in his area. No extra payment will be made In case the RWA wants to discontinue the agreement he will have to serve

23. One month clear notice.

The payment will be made by the Estate Officer to the RWA as per the details given in the enclosed Annexure 'A'. 24.

dispute.

25.

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any Signed and delivery by

Welfare Resident's President Gurgaon-Association Sector-21, 122016 through Col Omed Singh President.

> COL OMED SINGH PRESIDENT RWA, SECTOR-21 GURGAON (Reg. No. 880)

1. Signature Aff Name <u>RCVidyartki</u> Address <u>769-P/1, 5-21</u> Pullet - E. Ggn.

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2. Signature effers Name Naresh Ruwerz Address H No 2126 Sec-4 Gurgaon. 22.201 ×

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Sub: Proposal for arrangement of conservancy services in HUDA Sector-22A & 22-B, Gurgaon.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the RWAs.

After detailed deliberations with Presidents Sector-22A & 22B, Gurgaon they have submitted proposal for getting conservancy work of Sector-22A & 22B, Gurgaon. The President vide his letter dated 13.02.2014 has submitted details of manpower's (Total 41 Nos.) 3 Supervisors and 38 Sweepers. Taking the cost of 34 Nos. sweepers against the demand of 41 Nos. material and equipments monthly expenditure works out to Rs.4,14,260 per month for which RWA is agreed.

The proposal submitted by the RWA has been examined in view of the norms. As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.8,34,570/- per month plus EPF, ESI and Service Tax payable extra (as per Annexure-'B').

In order to utilize the services of RWA Sector-22A & 22B, Gurgaon, the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, bushes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.

Supervisors	=	2 Nos.	ANNEXURE-'A'
S	_	32 Nos.	
Sweepers		32 INOS.	
Try Cycle (for collecting garbage)	=	6 Nos.	
JCB			
(for lifting garbage)	=	3 Hours per day	
Tractor (For collecting garbag	ge)=	1 No.	
Truck (for carrying garbage To dumping site)		1 No. (For 3 Secto	ors)

On the basis of DC rates, the expenditure on manpower and machinery will be as under:-

Manpower (34 @ Rs.8100)	= Rs. 275400/-PM		
Rent of 6 Try Cycle @ Rs.27/- (6 x 27x 30)			
per day per cycle.	=Rs.	4860/- PM	
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM	
1 No. Tractor @ Rs.1200/- per day	=Rs.	36000/- PM	
1 No. Truck @Rs.3500/- per day / 3(30days)	=Rs.	35000/- PM	

Total expenditure comes out

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=Rs.4,14,260/- PM

Plus EPF, ESI & S.T. extra as applicable.

In view of the above it will be economical to allot the sweeping work of Sector-22A & 22B, Gurgaon to the Resident Welfare Association of Sector-22A & 22B,Gurgaon @ Rs.4,14,260/- per month plus EPF, ESI & S.T. charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the RWA on the recommendations of Estate Officer.

It is also proposed that an advance of Rs.4,14,260/- may be given in advance to the RWA Sector-22A & 22B,Gurgaon to start the work. The RWA will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The RWA will be responsible to maintain the account and record of employees engaged and deposit of EPF, ESI & S.T. etc submitted by president and General Secretary both. The agreement containing the usual terms and condition (annexure 'A') will be executed between RWA and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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drie wjepi WADNey. - The manpower and machinary deployed differedy by contractrom in thiere seetor be discontinue deducted from 2st march 2014. - As proposed. Much 20/2/2014.

ANNEXURE-'B'

Sweepers	=	86 Nos.
Supervisor	=	3 Nos.
Try Cycle (for collecting garbage)) =	7 Nos.
JCB (for lifting garbage)	=	3 Hours per day
Four Wheeler (for carrying garbage To dumping site)	=	1 No.

On the basis of DC rates, the expenditure on manpower and machinery will be as under:-

Manpower (86 @ Rs.8100)	= Rs. 696600/-PM
Supervisor (3@8100)	= Rs. 24300/- PM
Rent of 7 Try Cycle @ Rs.27/- per day	=Rs. 5670/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs. 63000/- PM
Mini Truck/ Four Wheeler	
(to be provided by HUDA)	
and to run the same will be paid	
@ Rs.1500/- per day	=Rs. 45000/-PM.

Total expenditure comes out

12

=Rs.8,34,570/- PM Plus EPF and ESI extra as applicable.

No 1008 2013 **'S WELFARE ASSOCIATION (REGD.)** SECTOR - 22B

No

Date 13-2-2014

13/2/14

The Administrator

HUDA, Sec-14

Gurgaon (Haryana)

ALLOMENT OF SANITATION AND CLEANLINESS WORK TO RWA

SDECS)

Sir,

As per the media report and your kind decision, the RWA of sector-22A &B is 1. interested in carrying out the sanitation and cleanliness work in its sector. The terms and conditions as laid out by HUDA is acceptable to us.

2. Presently the sector is authorized for 25 sweepers. You are requested to increase the number of sweepers to 38 with 3 supervisors.

3. An early decision is requested.

Yours Truly

Hira Mami Chupta

Saksham Welfare Association Sector-22A, Gurgaon

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Him Sigl yadar President-9810735571

हरियाणा HARYANA Agreement

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RUPEES

This agreement made the 21 day of fees 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and Resident's Welfare Association (Regd. No. 272/2003 & New No. 1008/2013) Sector-22A & 22B, Gurgaon-122015 through Hira Mani Gupta President & Bhim Singh Yadav President Resident's Welfare Association Sector 22A & 22B, Gurgaon(hereinafter called RWA). The scope of sanitation work allotted to Resident's Welfare Association Sector-22A & 22B is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full bold trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes erc. should be in tip top condition to the entire satisfaction RAO BHIM SINGH President

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President RWA, Sector-22B, Gurgaon (Reg. No. 272-2003)

- 1. Cleaning will be required on footpath as well as channels & vacant plots.
- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- 3. Persons employed by the RWA will not be treated in any way the employee of HUDA. The RWA will be responsible for all acts committed by its worker.
- 4. In case of any complaint from the specific area the RWA will be responsible to get the area cleaned immediately.
- The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- 7. The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the RWA will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in winter season with badge bearing his name and designation, while on duty.
- The RWA shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.
- 10. That the RWA shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
- 11. That the RWA staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- That the RWA shall also be responsible to provide all the benefits viz P.F. ESI Bonus, Gratuity, leave and uniform etc. to eligible workers.
- The Estate Office shall have the right to ask for the removal of any person of RWA, who is not found to be competent and not able to discharge his duty.

RAO BHIM SINGH President RWA, Sector-22B, Gurgaon (Reg. No. 272-2003) other persons in any manner.

15. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

Garbage collected in various sectors to be disposed of at the dumping site as
 decided by the Deptt.

17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and RWA in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.

- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the RWA as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
- The RWA is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
- 20. Termination of Agreement:-
- Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
- Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
- iii) Any deficiency in work of not done by RWA shall be got done by HUDA at the RWA cost and expenses.

21. RWA will be responsible for any accident or miss-happening with their employees.

President RWA, Sector-22B, Gurgaon (Reg. No. 272-2003) in his area. No extra payment will be made for the same.

In case the RWA wants to discontinue the agreement he will have to serve One month clear notice.

24. The payment will be made by the Estate Officer to the RWA as per the details given in the enclosed Annexure 'A'.

25. The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any

dispute.

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

Witness:- Rodom -1. Signature Dr.-Name Dr. 1- Mani Gupta Singh Yadav. Hira M .Pres Address 275 / Secot 22/B Bur Gach.

RAO BHIM SINGH President RWA, Sector-22B, Gurgaon (Reg. No. 272-2003)

Signed and delivery by President Resident's Welfare Association Sector-22A & 22B, Gurgaon-122015 through Hira Mani Gupta President & Bhim Singh Yadav.

Hira Man Gubta President 22 A

2. Signature

23.

Name

Address



ite subject

Sub: Proposal for arrangement of conservancy services in HUDA Sector-23 and Palam Vihar Pockets, Gurgaon.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the International Academy of Environmental and Sanitation Public Health.

After detailed deliberations with International Academy of Environmental and Sanitation Public Health, proposal for getting conservancy work of Sector-23 & Palam Vihar Pockets, Gurgaon, 52 Nos. workers, JCB, Tricycle, Tractor, Trolley have been taken into account (Detail as per Annexure-'A') and expenditure works out to Rs. 5,97,680/-P.M. + EPF + ESI +10% S.C., If any for which International Academy of Environmental and Sanitation Public Health is agreed.

As per proposal agreed by the International Academy of Environmental and Sanitation Public Health has been examined in view of the norms. As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.8,67,270/- per month plus EPF, ESI and Service Tax payable extra (as per Annexure-'B').

In order to utilize the services of International Academy of Environmental and Sanitation Public Health Sector-23 & Palam Vihar Pockets, Gurgaon, the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by



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satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.

'A'

Supervisors	=	2 Nos.
Sweepers	=	50 Nos.
Try Cycle (for collecting garbage)	=	8 Nos.
JCB (for lifting garbage)		3 Hours per day
Tractor/ Trolley (for carrying garbage To dumping site)	-	2 No.
Dumper (for carrying garbage	=	1 No.

On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (52 @ Rs.8100)	= Rs.	421200/-PM
Rent of 8 Try Cycle @ Rs.27/- per day per cycle	=Rs.	6480/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM
Tractor 2 No @ 1200/- per day	= Rs.	72000/- PM
Dumper 1/3 @ 3500/- each per day	= Rs.	35000/- PM

Total expenditure comes out

To dumping site)

=Rs.5,97,680/-P.M.

Plus EPF, ESI +10% S.C.as applicable.

In view of the above it will be economical to allot the sweeping work of Sector-23 & Palam Vihar Pockets, Gurgaon to International Academy of Environmental and Sanitation Public Health, Gurgaon @ Rs.5,97,680/- per month plus EPF, ESI +10% S.C. charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the International Academy of Environmental and Sanitation Public Health on the recommendations of Estate Officer-I, HUDA, Gurgaon.



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HARYANA URBAN DEVELOPMENT AUTHORITY, GURGAON Office Note

It is also proposed that the International Academy of Environmental and Sanitation Public Health will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The International Academy of Environmental and Sanitation Public Health will be responsible to maintain the account and record of employees engaged and deposit of EPF, ESI etc submitted International Academy of Environmental and Sanitation Public Health. The agreement containing the usual terms and condition (Annexure 'A') will be executed between International Academy of Environmental and Sanitation Public Health and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

SOF (S) WEDI

0/-w 6/6/2014

.0. 1. ADA 6/6/14 - Allowed for time Din tender be

The Pesident Resident's Welfare Association. R/0.H. No. 2994 Sector-23-23A, Gurgaon

Memo No. 34782

Tales Of Regist IILHIA, Gorgaon.

Dated. 15-6-14

Sub: Cancellation of agreement dated 21.02.2014 regarding Sanitation Work of Sector-23-23A, Gurgaon.

Ref: Administrator, 1/UDA, Gurgaon Mento No. 7829 dated 06.06.2014. The agreement dated 21.02.2014 executed between Resident Welfare Association Sector-23-23A, Gurgaon & HUDA is hereby cancelled with immediate effect. The sanitation work given to Resident Welfare Association Sector-23-23A,

Gurgaon is hereby withdrawn with immediate effect.

Estate Officer-I, HUDA, Gurgaon

Dated. 6-6-14 Accept of the above is forwarded to the Administrator, HUDA, Gurgaon for Endst. Se information with his letter dated 7829 dated 06.06.2014.

Estate Officer-1, HUDA, Gurgaon NC

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This agreement made the 16 day of 3, 4, 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and The International Academy of Environmental & Sanitation Public Health. The scope of sanitation work allotted to International Academy of Environmental, & Sanitation Public Health in Sector-23 & Palam Vihar Pockets, Gurgaon is providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, at the international wild grass / weeds, boshes, other wild growth and any other litter that may be there by all be responsible mechanical means or manually every day and dispose of the same day and simble place out of city limits earmarked by the Estate Officer; HUDA, Guegaona The read footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in

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Tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users. The Following terms and condition in the matter has been mutually agreed upon as under:-

- 1. Cleaning will be required on footpath as well as channels & Vacant plots.
- 2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
- 3. Persons employed by the International Academy of Environmental & Sanitation Public Health will not be treated in any way the employee of HUDA. The International Academy of Environmental & Sanitation Public Health will be responsible for all acts committed by its worker.
- 4. In case of any complaint from the specific area the International Academy of Environmental & Sanitation Public Health will be responsible to get the area cleaned immediately.
- 5. The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
- 6. Any waste / garbage will not be allowed to be burnt in the populated areas.
- The garbage collected will be dumped at the specific points ear-marked by HUDA.
- 8. Every workers so appointed by the International Academy of Environmental & Sanitation Public Health will wear the prescribed Apron bearing name of the organisation, while on duty.
- 9. The International Academy of Environmental & Sanitation Public Health shall provide Safai Karamcharies having minimum age of 18 years & abide all rules / regulations regarding Welfare and Safety of Labour.
- 10. That the International Academy of Environmental & Sanitation Public Health shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posing and such

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other additional staff as may be required for additional work for which information have been given.

- 11. That the International Academy of Environmental & Sanitation Public Health staff shall also work under overall supervision/ direction of Estate Officer & officers authorized by him.
- 12. That the International Academy of Environmental & Sanitation Public Health shall also be responsible to provide ESI & EPF to eligible workers.
- 13. The Estate Office shall have the right to ask for the removal of any person of International Academy of Environmental & Sanitation Public Health, who is not found to competent and not able to discharge his duty.
- 14. The International Academy of Environmental & Sanitation Public Health shall not engage any sub contractor or transfer the contract to any other persons in any manner.
- 15. Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- 16. Garbage collected in various sector to be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or different of any kinds whatsoever arise between the HUDA, and International Academy of Environmental & Sanitation Public Health in connection with or arising out of the contract shall be referred to sole. Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.



- 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the International Academy of Environmental & Sanitation Public Health as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
 - The International Academy of Environmental & Sanitation Public Health is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
 - 20. Termination of Agreement:-
 - Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
 - Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
 - iii) Any deficiency in work of not done by International Academy of Environmental & Sanitation Public Health shall be got done by HUDA at the International Academy of Environmental & Sanitation Public Health cost and expenses.
 - 21. International Academy of Environmental & Sanitation Public Health will be responsible for any accident or miss-happening with their employees.
 - 22. Special arrangements of sweeping will be made on the visit of V.I.P. / V.V.I.P. in his area. No extra payment will be made for the same.
 - 23. In case the International Academy of Environmental & Sanitation Public Health wants to discontinue the agreement he will have to serve One month clear notice.
 - 24. The payment will be made by the Estate Officer to the International Academy of Environmental & Sanitation Public Health as per the details given in the enclosed Annexure 'A'.



25. The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any

dispute.

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

Witness:-

✓1. Signature

Name Cropal Prasad Address D1/245, Crali No. 5 Mahavir Enclave New Delhi - 110045

2. Signature

Name_

Address

Signed and delivery by 9363804542. International International Environmental & Sanitation Public Health.

Chairman International Academy Of Environmental Sanitation And Public Health

ANNEXURE-'B'

Sweepers	=	78 Nos.
Supervisors	=	3 Nos.
Try Cycle (for collecting garbage)	÷.	7 Nos.
JCB (for lifting garbage)		3 Hours per day
Tractor	11	2 Nos.
Truck	=	1 No.

On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (81 @ Rs.8100)	= Rs. 656100/-PM	
Rent of 7 Try Cycle @ Rs.27/- per day per cycle	=Rs. 5670/- PM	
JCB for 3 hours per day @ Rs.2100/-	=Rs. 63000/- PM	
2 Nos. Tractor/ Trolley @ Rs.1500/- per day		
per tractor	= Rs. 90000/- PM	
1 No. Truck @ Rs.3500/2 x 30 days	=Rs. 52500/- PM.	

Total expenditure comes out

11

=Rs.8,67,270/- PM

Plus EPF and ESI extra as applicable.



No. Date Subject

Sub: Proposal for arrangement of conservancy services in HUDA Sector-23, Gurgaon.

It is stated that complaints are being received from the residents of sectors in writing as well as on telephone that position of cleanliness in the sectors is very bad and requested to solve the problems on priority to keep the sectors neat and clean as the resident are not satisfy with the work of existing contractors. In order to redress the genuine grievances of the residents and to explore the possibility to improve the situation, the matter was discussed with the RWAs.

After detailed deliberations with Presidents Sector-23, Gurgaon they have submitted proposal for getting conservancy work of Sector-23 Gurgaon. The President vide his letter dated 13.02.2014 has submitted details of manpower's (Total 64 Nos.) 9 Supervisors and 55 Sweepers, material and equipments and intimated the monthly expenditure of Rs.5,18,400/- per month. After negotiation, 52 Nos. workers have been taken into account and expenditure works out to Rs. 5,97,680/- P.M. for which RWA is agreed.

The proposal submitted by the RWA has been examined in view of the norms. As per norms, the SDE (Survey) has worked out the expenditure (considering the manpower and machinery) of Rs.8,67,270/- per month plus EPF, ESI and Service Tax payable extra (as per Annexure-'B').

In order to utilize the services of RWA Sector-23, Gurgaon, the required manpower and machinery to be utilized has been discussed in view of scope of work which is as under:-

Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.



.e ubject

Supervisors

Sweepers.

Try Cycle (for collecting garbage)

JCB (for lifting garbage)

Tractor/ Trolley (for carrying garbage To dumping site)

Dumper (for carrying garbage To dumping site) 2 Nos. 50 Nos. 8 Nos.

3 Hours per day

ANNEXURE-'A'

2 No.*

1 No.

On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (52 @ Rs.8100)		= Rs. 421200/-PM		
Rent of 8 Try Cycle @ Rs.27/- per day per cycle	=Rs.	6480/- PM		
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM		
Tractor 2 No @ 1200/- per day	= Rs.	72000/- PM		
Dumper 1/3 @ 3500/- each per day	= Rs.	35000/- PM		

Total expenditure comes out

=Rs.5,97,680/-P.M.

Plus EPF, ESI & S.T. extra as applicable.

In view of the above it will be economical to allot the sweeping work of Sector-23, Gurgaon to the Resident Welfare Association of Sector-23, Gurgaon @ Rs.5,97,680/- per month plus EPF, ESI & S.T. charges extra as applicable as worked out above for initial period of 3 months. Further extension will be given after assessing the performance of work done by the RWA on the recommendations of Estate Officer.



No. Date Subject

It is also proposed that an advance of Rs.5,97,680/- may be given in advance to the RWA Sector-23, Gurgaon to start the work. The RWA will submit detail of actual utilization of amount, further monthly payment will be released every month after obtaining detail of actual utilization of amount. The RWA will be responsible to maintain the account and record of employees engaged and deposit of EPF, ESI & S.T. etc submitted by president and General Secretary both. The agreement containing the usual terms and condition (annexure 'A') will be executed between RWA and Estate Officer-I, HUDA, Gurgaon after getting it vetted legally from the ADA.

Submitted for approval please.

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ANNEXURE-'B'

Sweepers	=	78 Nos.
Supervisors	=	3 Nos.
Try Cycle (for collecting garbage)	=	7 Nos.
JCB (for lifting garbage)	=	3 Hours per day
Tractor	=	2 Nos.
Truck	#	1 No.

On the basis of D.C. rates, the expenditure on manpower and machinery will be as under:-

Manpower (81 @ Rs.8100)	= Rs.	656100/-PM
Rent of 7 Try Cycle @ Rs.27/- per day per cycle	=Rs.	5670/- PM
JCB for 3 hours per day @ Rs.2100/-	=Rs.	63000/- PM
2 Nos. Tractor/ Trolley @ Rs.1500/- per day		1.511.00
per tractor	= Rs.	90000/- PM
1 No. Truck @ Rs.3500/2 x 30 days	=Rs.	52500/- PM.

Total expenditure comes out

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=Rs.8,67,270/- PM

Plus EPF and ESI extra as applicable.

हरियौणा HARYANA Agreement

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This agreement made the 21 day of Ful 2014 between Haryana Urban Development Authority acting through the Estate Officer-I, HUDA, Gurgaon (hereinafter called Estate Officer) of the one part and Resident's Welfare Association (Regd. No. 0385) Sector-23, Gurgaon through Ashok Kumar Rana President Resident's Welfare Association Sector-23, Gurgaon(hereinafter called RWA). The scope of sanitation work allotted to Resident's Welfare Association Sector-23 is providing contingency service for daily¿Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes, other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer /

Resident Welfare Association Sector-23, Gurgaon (Hr.) Cleaning will be required on footpath as well as channels & vacant plots. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.

Persons employed by the RWA will not be treated in any way the employee of HUDA. The RWA will be responsible for all acts committed by its worker. 3. In case of any complaint from the specific area the RWA will be responsible to 4

get the area cleaned immediately.

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- The certificate regarding the depositing the ESI and EPF from the concerned 5. department is required to be produced before the payment.
 - Any waste / garbage will not be allowed to be burnt in the populated areas.
- The garbage collected will be dumped at the specific points ear-marked by 6. 7. HUDA.
- Every workers so appointed by the RWA will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in 8. winter season with badge bearing his name and designation, while on duty.
- The RWA shall provide Safai Karamcharies having minimum age of 18 years & 9. abide all rules / regulations regarding Welfare and Safety of Labour.
- That the RWA shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of 10. posting and such other additional staff as may be required for additional work for which information have been given.
- That the RWA staff shall also work under overall supervision/ direction of 11. Estate Officer & officers authorized by him.
- That the RWA shall also be responsible to provide all the benefits viz P.F. ESI 12. Bonus, Gratuity, leave and uniform etc. to eligible workers.
- 13. The Estate Office shall have the right to ask for the removal of any person of RWA, who is not found to be competent and not able to discharge his duty.

Resident Welfare Association Sector-23, Gurgaon (Fl.)

Duties of the Safai Karamcharies will be as under:-

Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.

- 16. Garbage collected in various sectors to be disposed of at the dumping site as decided by the Deptt.
- 17. If any dispute or difference of any kinds whatsoever arise between the HUDA, and RWA in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.
 - 18. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the RWA as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions if applicable.
 - The RWA is liable to lift Garbage from the whole sector including vacant plots.
 open space & Green Belts alongwith the road side.
 - 20. Termination of Agreement:-
 - Agreement can be terminated with 7 days notice in case of violation of any clause of the agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI & Service Tax as applicable.
 - ii) Wages not paid to the workers or paid less than minimum wages applicable under the Act/ D.C. rates.
 iii) Any deficiency in work of not done by RWA shall be got done by HUDA at the
 - iii) Any deficiency in work of not done by RWA cost and expenses.
 - 21. RWA will be responsible for any accident or miss-happening with their employees.

Resident Welfare Associa. n Sector-23, Gurgaon (H)

- In case the RWA wants to discontinue the agreement he will have to serve One 23. month clear notice.
 - The payment will be made by the Estate Officer to the RWA as per the details 24. given in the enclosed Annexure 'A'.
 - The Administrator, HUDA, Gurgaon will be the Arbitrator in the case of any 25. dispute. resident Resident Welfare Association

Signed and deliver on behalf of HUDA. Estate Officer-I, HUDA, Gurgaon

Sector 13. Durgton (1 Signed and delivery by President Resident's Welfare Association Sector-23, Gurgaon through Ashok Kumar Rana President.

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Witness 1. Signature

Name Loginder Rang

Address 3219 Sector 23

2. Signature

Name

Address