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गोवा GOA

TYWEEN XEROX, MARGAO
Licence No. JUD/STP/5/2002/AO
R. AGUIAR, MARGAO

A 772606

Sr. No. 297 Place: Date: 26/9/2022
Value of Stamp Paper: 100
Name of Purchaser: Baltazar Damiao Cardozo
Residence: Name of Father:
Purpose: Transaction Party:

Signature of Stamp
Vendor

Signature of Stamp
Purchaser

AGREEMENT

This agreement is made and executed at Taleigao Plateau on this day 28/09/2022
effective from 01/09/2022.

REGISTRAR
Goa University
Taleigao Plateau
Goa 403 208



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BETWEEN

Prof V S Nadkarni, Registrar of Goa University major of age Indian National having its office at Goa University, Taleigao Plateau, Goa herein after referred as "The University" which expression shall include its executors, administrators and assigns of the **ONE PART.**

AND

M/S ALTERENERGYZ represented by **Shri Samruddh Hegde Dessai** major of age Indian National Herein after called as "**The Waste Management Agency**" having its office at **1st floor, office no 3, J S Vas Arcade, Abade Faria Road, Near IndusInd Bank, Comba, Margao- Goa, 403601** (which expression shall include its executors, administrators and assigns) of the **OTHER PART.**

WHEREAS the University has permitted a registered waste management agency **M/S ALTERENERGYZ** to carry out the **CONTRACT FOR COLLECTION, TREATMENT AND DISPOSAL OF GARBAGE FROM GOA UNIVERSITY**, from 01/09/2022 to 31/08/2025 for a period of three years.

AND WHEREAS, the University has awarded the **CONTRACT FOR COLLECTION, TREATMENT AND DISPOSAL OF GARBAGE FROM GOA UNIVERSITY**, to **ALTERENERGYZ** Vide Work Order No **GU/571/Waste Management/EA&AS/2022-23/143** dated **29/08/2022** for an amount of **Rs 98,000/- (Ninety Eight Thousand)** per month exclusive of applicable GST on terms and conditions set out here below:

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER;-

Clause (1)

Definitions:

- (vii) "The University" means the Goa University established under Goa University Act of 1984.
- (viii) "The Registrar" means the Registrar of Goa University and shall include his successors in office.
- (ix) "The Campus Amenities Committee" means Committee constituted by Goa University to deal with matters pertaining to leasing out shops, kiosks, Canteens, Waste Management, Housekeeping and other allied services at the Goa University.
- (x) "The Waste Management Agency" means the person/firm/organization with which the contract is signed to provide waste management services and shall include their heirs, executors, administrators or successors and permitted assignees as the case may be.


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- (xi) "Acceptance of tender" means memorandum communicating to the Waste Management Agency the acceptance of the tender in the form of work/ Service order.
- (xii) "The Contract" means the document forming the tender and acceptance thereof and the formal agreement executed between the Registrar, Goa University and the Waste Management Agency, together with the document referred to therein.
- (ix) The terms and expression not herein defined shall have the same meaning as assigned to them in the contract act 1872 (Central Act 9 of 1972) or General Clauses Act 1987 (Central act 10 of 1987) as the case may be.

Clause (2) The Waste Management agency shall adhere to the following terms and conditions

1. Collection of dry waste and wet waste on a daily basis from the designated locations with own transport and dumping it at specified location.
2. Segregation of dry waste and wet waste at specified location.
3. Disposal of dry waste collected from University Campus to authorized disposal sites approved by Goa State Pollution Control Board/Goa Waste Management Corporation.
4. Wet waste management in the Goa University campus at specified location through Aerobic composting process along with horticulture waste (dry leaves) which can be collected from University Campus.
5. The necessary compost pits, shed, water connection, electricity connection with meter will be provided by the University, if the wet waste management is carried out in the University Campus.
6. Water charges of Rs 500/- and electricity bill as per actual meter reading will have to be paid by the agency every month, if the wet waste management is carried out in the University Campus.
7. The agency shall use the location provided by the University for treatment/re-cycling of the waste collected from University campus only. **Under no circumstances the garbage collected from outside University Premises shall be allowed to be treated at the allotted location.**
8. **The compost generated from the Wet waste management will be the property of the University and the agency will have no claim on it.**
9. The necessary machinery such as crusher/shredder and baling machine if required will have to be installed by the agency at their own cost for treating of the dry and wet waste.


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Clause (3) For all purpose of the Contract, the address of the Waste Management Agency mentioned in the tender shall be the address in which all communications addressed to the Waste Management Agency shall be sent unless the Waste Management Agency has notified a change by a separate letter containing new address of communication and sent by registered A.D. to the section in charge. The Waste Management Agency shall be solely responsible for the consequences of any omission to notify a change of address of whatsoever nature.

Clause (4) The Waste Management Contract will be valid for a period of 36 months (thirty six months) from the date specified in the work order and may be extended in writing for a further period of up to 24 months (twenty four months) or part thereof, on the same terms and conditions as set out in the agreement vide order no **GU/571/Waste Management/EA&AS/2022-23/143** dated **29/08/2022** at the discretion of the Registrar, Goa University.

Clause (5) The Waste Management Agency shall engage persons who shall include Supervisor/helper's/driver etc. for collection and treatment of garbage collected from various locations of University Campus

Clause (6) The personnel engaged by the Waste Management Agency should be present in the uniform carrying company name and logo and also should be carrying **PHOTO ID CARDS** provided by them. All staff appointed by the Agency shall be provided with an Identity Card duly signed by both, the individual staff and the authority from the Waste management Agency. The Waste management Personnel shall conspicuously display the identity card on the uniform.

Clause (7) The Waste Management Agency shall carry out extra clearance of garbage if required, during any special occasions as may be instructed by the Registrar or person/s authorized by him from time to time. For such purpose, the Waste Management Agency will be required to shift the manpower and/or equipment on prior instruction as per requirement without any extra cost to the University.

Clause (8) The usual timing and details for rendering service at various locations placed on the University's campus shall be as given in '**Clause 10**' and the Waste Management Agency shall not be entitled for any revision in the terms and conditions during the period of the contract.

Clause (9) The Contract shall be on a turn-key basis inclusive of labour, machines, chemicals, tools, equipment's, vehicle, uniforms, protective suits, etc. and any charges levied by Goa Waste management corporation or any authorized agency as approved by Goa Pollution Control for dry waste.


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Clause (10) The Collection of Garbage from University Campus is as follows:-

Sr No	Site	Time of Collection	Frequency
1	Administrative Building	10.00am to 1.00pm	5 days a week
2	Computer Science Building and CLAS	10.00am to 1.00pm	6 days a week
3	New Women's Hostel	10.00am to 1.00pm	6 days a week
4.	Women's Hostel Annex II	10.00am to 1.00pm	6 days a week
5.	Management studies Building	10.00am to 1.00pm	6 days a week
6.	Integrated Management studies building	10.00am to 1.00pm	6 days a week
7.	Boys Hostel Building	10.00am to 1.00pm	6 days a week
8.	Boys Hostel- Annex I	10.00am to 1.00pm	6 days a week
9.	Faculty E	10.00am to 1.00pm	6 days a week
10.	HRDC Building	10.00am to 1.00pm	6 days a week
11.	Commerce Block- Faculty F	10.00am to 1.00pm	6 days a week
12.	International Guest House	10.00am to 1.00pm	6 days a week
13.	Examination Building	10.00am to 1.00pm	5 days a week
14.	Library Building	10.00am to 1.00pm	6 days a week
15.	Guest House	10.00am to 1.00pm	6 days a week
16.	Health Centre and Engineering Section	10.00am to 1.00pm	5 days a week
17.	Faculty A,B &C Buildings	10.00am to 1.00pm	5 days a week
18.	Faculty Residences A & B type	10.00am to 1.00pm	6 days a week
19	Staff quarters C, D and TA type	10.00am to 1.00pm	6 days a week
20	Sports Section and Sports Ground	10.00am to 1.00pm	5 days a week

Clause (11) The Waste Management Agency shall be directly responsible for lifting, treatment and disposal of garbage collected from University Campus as per the terms and conditions under the Contract with the Goa University. The Waste Management Agency shall adhere to the instructions, orders, issued by the Registrar or persons authorized by him from time to time.

Clause (12) All payment to be made to the Waste Management Agency shall be subject to statutory deductions like income tax and such other as per rules and regulations in force. GST as applicable shall be paid extra on the total cost of work done.


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Clause (13) The Waste Management Agency shall furnish a list of employees with their addresses to Goa University, immediately after issue of work order and they shall also intimate the Goa University for any changes in their staff because of termination, new appointments etc. during the course of the Contract. In the event of resort to strike by its employees the Waste Management Agency shall see that alternate arrangements are made to ensure that the services of garbage collection in the said buildings are continued uninterrupted as per the Contract, failing which this Waste Management Agency will be terminated without giving any notice and payment due to the contractor for the month shall stand forfeited.

Clause (14) The Waste Management Agency shall, at all times during the period of the said contract comply with all the formalities related to collection and disposal of dry and plastic waste.

Clause (15) The Waste Management Agency shall maintain the records of compost generated from wet waste management from University Campus.

Clause (16) The Waste Management Agency shall be responsible to make necessary arrangement for the safety of the persons deployed by them. The University shall not be responsible for death, injuries or any other eventualities to the persons engaged by the Waste Management Agency, which may arise during the course of their duties in the said buildings / premises or any other area of Goa University. The Goa University shall not be liable to pay any damages or compensation to such person and in the case the Goa University is made or required to pay any damages or compensation to such persons, the Waste Management Agency shall undertake to reimburse the said amount towards such damages to the Goa University within one month from the date Goa University has made the payment.

Clause (17) The University may depute its own staff/ Supervisor for monitoring day to day functioning of the workers deployed by the Waste Management Agency on the University Campus. The Waste Management Agency and its Supervisors and workers shall follow the instructions of the staff / Supervisor appointed by the University.

Clause (18a) Periodical surprise checks shall be carried out by the Members of The Campus Amenities Committee or persons authorized by the Registrar to inspect and to monitor the performance and to find out lapses, if any and the Waste Management Agency shall co-operate with them at all times.

(18b) If any lapse in providing Waste Management service on the part of Waste Management Agency / its workers on duty is noticed during such checks, the Waste Management Agency shall pay damages / penalty as decided by the Registrar.


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(18c) The Waste Management Agency shall change /replace any of its staff immediately if advised by the Campus Amenities Committee or the Registrar in view of poor performance or behavioral problems with the staff or students of the University.

Clause (19) The Supervisor provided by the Waste Management Agency shall ensure that all their workers clear the assigned sites as per the duty chart as given in **Clause (10) above. Waste Management Agency shall provide a dedicated mobile phone to the supervisor for better coordination.**

Clause (20) The Registrar of Goa University shall have the power to deploy additional workers for additional garbage clearance work in exigencies for the smooth functioning of services and the Waste Management Agency shall carry out the additional work in accordance with any instructions which may be given to him in writing by the Registrar and such alteration shall not invalidate the said contract.

Clause (21) If at any time after the commencement of the work / services Goa University shall for any reason whatsoever not require the whole or part of the services as specified in the tender, the Registrar shall give notice in writing of the fact to the Waste Management Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived for the execution of work / services in full but which he did not derive in consequence of the full amount of the work / services not having been carried out, Provided that, the Waste Management Agency shall be paid charges towards services rendered up to the date of closing the contract.

Clause (22) Notwithstanding anything contained in this contract the Registrar of Goa University may issue directives as and when need arises.

Clause (23) If the Waste Management Agency fails to deliver satisfactory services as agreed under this Contract, The Registrar may without prejudice to the right of the University to recover the damages for the breach of contract;

(a) Recovery from the Waste Management Agency as damages, a sum equivalent of approved rate required for the period for which service is not provided. The decision of Registrar shall be final and binding on the Waste Management Agency.

(b) Engage manpower required for services without notice to the Waste Management Agency on account and risk of the Waste Management Agency without cancelling the Contract. The decision of Registrar shall be final and binding on the Waste Management Agency.


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(c) Rescind the Contract of the Waste Management Agency and engage another Agency at the risk and cost of the Waste Management Agency. The decision of Registrar shall be final and binding on the Waste Management Agency.

(d) When action is taken under clause (c) above, the Waste Management Agency shall be liable to compensate for any loss which the University may sustain on that account. The Waste Management Agency shall not be entitled to any gain on such action and the manner and method of getting such services shall be at the entire discretion of the University). It shall not be necessary to serve a notice of such action on the Waste Management Agency. The decision of the Registrar shall be final and binding on the Waste Management Agency.

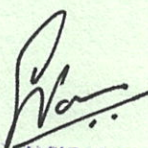
Clause (24) The Waste Management Agency shall be entitled to receive monthly payment upon submission of the bill in duplicate. The rates of the services are prescribed on monthly basis and the bill for the previous month shall be submitted in the first week of the next month and payment will be made within 30 days of receipt of the bill (after formal agreement is signed). However, all such Intermediate payments shall be regarded as payment by way of advance against final payment to be made after the expiry of the contract period or upon the closure of the contract. The bill submitted for payment should be accompanied with declaration that the Waste Management Agency has complied with all the provision of the applicable acts and enactments in force

Clause (25) The University reserves the right to terminate the work order if any of the clauses mentioned in the agreement are not fulfilled by the Waste Management Agency to whom the tender is being awarded.

Clause (26) The Waste Management Agency shall give appropriate training to the driver/helpers/supervisor regarding their duties and responsibilities and especially advise them about their behavior with the women staff and the students on the campus.

Clause (27) The University reserves the right to ask the Waste Management Agency to replace any driver/helpers/supervisor if it is found that he/she does not perform the assigned duties properly or he / she is found involved in indecent or antisocial activity or found in intoxicated state.

Clause (28) The Waste Management agency has to collect the wet and dry waste from the locations on the days as mentioned in Clause (10) of this agreement except during Sundays and Public Holidays. In case if the agency fails to collect the garbage during the working days a penalty of Rs 500/- per day (Rupees Five hundred only) shall be levied for each such act and such penalty levied shall be deducted from the payment made to the contractor for which running bills are submitted on monthly basis.


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Clause (29) In the event of Waste Management agency found not adhering to the terms and conditions as mentioned in Clause (2) of the agreement, the agency shall be liable to pay a penalty of Rs 1000/- (Rupees One thousand only) for each such act on the first two occasions followed by the termination of contract. The penalty levied shall be deducted from the final payment made to the contractor which bills are submitted on monthly basis

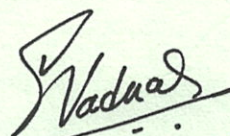
Clause (30) The Waste Management Agency shall at all times indemnify the University against all claims which may arise due to negligence of the personnel engaged by them. The University shall notify such claims to the Waste Management Agency and the Waste Management Agency shall at its own expense either settle such claim or conduct any litigation that may arise there from

Clause (31) Any dispute arising out of this contract shall be referred to the Courts in the city of Panaji. The courts of the place where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of this contract.

Clause (32) Except where otherwise provided in the Contract, all questions and disputes relating to services provided under the contract shall be referred to the sole arbitrator appointed by the Vice Chancellor, Goa University. It is also a term of this Contract that no person other than person appointed by the Vice Chancellor as aforesaid shall act as arbitrator. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification of enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties have set their respective hands to these presents on the day, month and the year first hereinabove mentioned.



SIGNED, SEALED AND DELIVERED BY THE WITHIN


PROF. V S NADKARNI
REGISTRAR, GOA UNIVERSITY
REGISTRAR
Goa University
Taleigao Plateau
Goa 403 206

SIGNED, SEALED AND DELIVERED BY THE WITHIN

For ALTERENERGY

Shri Samruddh Hegde Dessai
(Waste Management Agency)


IN PRESENCE OF: 1) Ana Araujo 
2) Shailesh Kamat 

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