

AGREEMENT
NANDED WAGHALA CITY MUNICIPAL CORPORATION, NANDED.

This agreement is made at Nanded on the ----- Two thousand & ten between the MUNICIPAL CORPORATION, NANDED through its Commissioner, hereinafter referred to as the "Corporation" (Which expression shall unless the context does not so admit, include its successors and assigns) on ONE PART

AND

Shri. ----- Age ----- years, Partner, -----
-----Carrying on business of -----in the firm name and style of ----- and to having its's registered office at ----- hereinafter referred to as "the Agent"

WHEREAS if an Agent is appointed for collection of Escort fees then the Corporation can get more time to attend the development works, civil amenities, and liaison with the citizens and thus be able to discharge obligatory and discretionary duties cast upon it and.

WHEREAS appointed of an Agent by Corporation for collection of Escort fees i.e will thus be expedient and in the interest of Municipal Corporation to appoint Agent for collection of Escort fees and;

WHEREAS as per Rule 35 of the Taxation Rules and the Bombay provincial Municipal corporation Act: 1949 Escort fees may be collected by appointment of an Agent by means of lease contract by means of public auction.

WHEREAS the Corporation standing committee vide Resolution No. 56 dated 11/05/2010 Have resolved to appoint an Agent for collection of Escort fees on the terms and conditions mentioned in this agreement.

WHEREAS with a view to select and appoint suitable Agent to collect the Escort fees imposed, the Corporation had invited offers by issuing public notice in he Prominent News Papers, at local and state Level dtd. 01/04/2010

WHEREAS the offer for Rs. ----- (Rupees -----
-----Only) made by the Agent for collection of the Escort fees fro the period 01/11/2010 to 31/10/2011 has been accepted by the Corporation, and Corporation has agreed to appoint the said Agent to collect the Escort fees on said terms and conditions, as per resolution passed in standing committee meeting dated ----
----- Resolution no. -----

WHEREAS the Agent has a agreed to furnish security deposit within four days, of the acceptance of the offer, in the form of Bank Guarantee of Rs. -----
(Rupees ----- Only) in the four equal parts as security for due observance and performance of the terms and conditions of the contract.

WHEREAS the said sum of Rs. -----/- (Rupees -----
----- Only) will not carry an interest from the Corporation and whereas the parties here to are desirous of recording the terms and conditions up on which the Agent been authorized by the Corporation to collect the Escort fees.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

- 1) In consideration of the promise the Corporation do hereby appoint the Agent and the Agent do hereby agree to act as an Agent of the Corporation for

collection of Escort fees fixed by the Corporation under the provisions of the said act and rules, for a period from Dt. 01/11/2010 to Dt. 31/10/2011. The amount to be paid by the agent during contract period is Rs -----/- (Rupees -----Only) The Agent shall raise no dispute regarding minimum offer amount even if there is a mistake in its calculation (due to any reason) by the Nanded Waghala City corporation, Nanded. The offerer shall be bound by the amount by him and accepted by Municipal Corporation.

- 2) The Agent will collect entire Escort Fees as per existing rates i.e. Rs. 50/- & Rs. 100/- per loaded Trucks, Tractors, Containers only. For a period from Dt. 01/11/2010 to Dt. 31/10/2011 by appointment his own employees.

The Agent will strictly follow the procedure and rates for recovery of Escort fees as specified and fixed by the Municipal Corporation.

- 3) The Agent shall work within the framework of and comply with and bound by all the provisions of the following acts, and rules-
- a. Bombay provincial Municipal corporation Act. 1949
 - b. And rules there under.
 - c. Any other rules or byelaws in respect of impositions and recovery of Escort Fees and matters incidental thereto
 - d. The Offerer shall abide by the directions and orders of the municipal commissioner issued from time to time.
 - e. The agent should strictly follow the escort routes and time as per Annexure-I

IN case escort fees rates are changed the contract amount will be changed in proportion as decided by the commissioner.

The Escort Agent will be bound to recover Escort Fees as per the Escort Fees rates fixed by the Municipal Corporation. No increase or decrease in the Escort Fees shall ordinarily be made.

- 4) In consideration of the Agent having Agreed to collect the Escort Fee during the subsistence of this agreement, the Agent shall be entitled to retain with him as and by contract only that much amount which exceeds the amount quoted by him in his offer as an by way of contract amount.

Provided that the entire amount of the escort fees collected (i.e. daily collection) by the Agent be remitted to the Corporation until 2.08% of the contract amount is paid If the total of daily collection during any week is less than the total 2.08% of the contract amount is paid every weekend to the corporation, irrespective of shortfall during that week.

Provided further that the Agent shall, during the period of contract continue to remit to the Corporation as aforesaid escort fees collected by him till such remission by him equals to contract amount. Thereafter only, the Agent shall be entitled to retain with him as his commission the amount in excess of the said contract amount collected by him during any week.

If during this period of contract the Escort fee collected falls short of contract amount quoted by Agent in his offer then the Agent shall not be entitled to receive from the Corporation any amount as and by- way of his commission. On the other hand, if in any week the amount of escort fees

collected by Agent falls short of the amount specified above, then the Agent shall forthwith remit to the corporation, along with the amount of escort fees collected by him the shortfall in the collection of escort fees relating to the week, so as to make the amount of the collection of escort fees in that week equal to the amount of the 2.08% of the total contract amount i.e. Rs. -----
-----/-

- 5) The collection which are to be remitted by the Agent to the Corporation shall be credited by the Agent by way of cheque of any local bank in favour of the Nanded Waghala City Municipal Corporations as may be directed by the Commissioner and the Agent shall submit the challans or pay in slip to the commissioner in respect of such payment on every week. Both the Escort Superintendent and the Commissioner personally verify the credits and also ensure that the credits are shown in the appropriate books of accounts of the Municipal Corporation.
- 6) In the event of termination of agency due to delay in payment of weekly amount or any such reason in excess of permissible limit/period (except under specific permission of the Govt.) or in the event of the Agent "elinquishing the agency for any reason the Municipal Corporation shall recover 5% of the tender amount offered by the Agent and accepted by the Corporation per month for the entire remaining period of contract by liquidating the bank guarantee. In computing the remaining period the period less than 15 days shall be ignored and the period more than 15 days shall be counted as on month. In the event of termination of contract, the security deposit shall stand forfeited to the Corporation and it shall be entitled to claim any loss and damages and compensation being the difference between the contract amount and actual amount collected by way of escort fees for contract period.

However it shall be the absolute discretion of the Commissioner to postpone the payment of escort fees amount by working days in exceptional circumstances and in the event the Agent shall be liable to pay to the Corporation an interest at the rate of 20% per annum on the amount of the escort fees as defaulted from the date of default till the payment of the amount of installment. The total number of occasions shall not exceed 4 during the year of contract.

- 7) The Commissioner or any officer's appointed in this behalf, shall have the overall right, authority, control and supervision over the work of collection of escort fees, carried on by the Agent with a view to ensure that the work of collection of escort fees is carried out smoothly and efficiently and without any hindrance to or harassment of importers of and check the goods and also receipt books, registers and accounts maintained by the Agent. The instructions given by the commissioner from time to time in this regard or in any regard, shall be promptly complied with by the agent, However, the Corporation or any of its employees shall not normally interfere with the working of the agent of collection of the escort fees. The Agent will be at liberty to appoint his own employees for collection of escort fees who shall be entitled to perform all the duties and functions of escort officers.

- a. The Agent will keep daily accounts of the Escort Fees so collected and submit a copy thereof on the next day to the commissioner or any officer appointed on his behalf.
- 8) The agent shall not be entitled to any compensation, rebate or reduction in the amount quoted by the Agent in his offer whatsoever on the account that there is closure of the market or of the strike by the merchant or riots or natural calamity any other such reasons or decrease in intensity or potentiality of business or collection of escort fees for any reason whatsoever.

In case the right of collection of escort fees by the Corporation is abolished by the Government or any other competent Authority, then in that event, the agent shall be liable to pay to weekly installments as per the contract up to the date of abolition. The Agent shall not be entitled to claim any compensation, damages or any other amount from the Corporation or Govt. on the ground that escort fees collection is abolished by the Government or any other competent authority, In the event the escort fees is abolished by the government, the date of announcement of escort fees and actual date of abolishing escort fees is having a gap of more than four weeks, then for last four weeks the corporation will appoint its employees to supervise the escort fees collection work. The agent will keep 5% escort fees amount with it and remaining amount will be given to the corporation.

The offerer shall abide by the instructions and orders of the Municipal Commissioner or the officer authorized by him in this behalf issued from time to time.

- 9) It is hereby declared and agreed that the Corporation shall hold security deposit in the form of Bank Guarantee Rs. -----/(Rupees ----- Only) to be furnished by the Agent, not only for the period of Contract but thereafter till the entire of the escort amount recovered under the provision of the said Act and Rules and said bank guarantee in the form of security deposit shall be hold by the Corporation as security for the due performance for all the terms of the contract, conditions and provisions of the contract.

In the event of termination of agency due to delay in payment of weekly amount, or any such reason in excess of permissible of limit/period (except under specific reason) the corporation shall recover 5% of the tender amount offered by the Agent and accepted by the Corporation per month for the entire remaining period of contract by liquidating the bank guarantee. In computing the remaining period, the period less than 15 days shall be ignored and the period more than 15 day shall be counted as one month.

Upon compliance by the Agent with all the obligations and the requirements of the contract, the Corporation shall release the bank guarantee such part thereof, as shall not be forfeited or appropriated as aforesaid. In case of failure of the agreed terms in this agreement by the Agent, the Corporation is entitled to claim the loss if any caused to the Corporation.

- 10) The Agent shall not enter into a partnership or sub-let transfer, assign the contract or any part thereof in any manner whatsoever, without previous written approval of the corporation. In the event of agent contravening this clause, the Corporation shall be entitled to terminate the contract at the cost and consequences of the Agent.

- 11) The parties to the contract are the Agent and the corporation. All the transactions between the Agent and third parties shall be carried out as between the two principles without any reference to committing or purporting to commit the Corporation in any manner. The Agent undertakes to make such third parties fully aware that the Agent has no authority to bind the Corporation in any manner.
- 12) It is agreed that the Agent is of liberty to collect the escort fees by appointing his own employees. However, the Agent shall be at liberty to take the services of any employees of corporation for any purpose for recovery of escort fees and for performance of this contract. In that event, for the services was rendered by the employees of the Corporation the Agent shall be liable to pay advance to the Corporation, the amount equal to the salaries of such employees including the contribution towards provident fund and gratuity etc. The corporation is not bound to give a particular employee demanded by the Agent.

The Agent shall report to the Commissioner the case of evasion or escort fees the commissioner shall cause to be filed prosecution against the Transporter of the goods transported. The rate of escort fees, name and address of the person who has paid the escort fees and the amount of the escort fees received and shall also take the signatures of the person paying the escort fees and issue duplicate of each receipt to the person paying the escort fees keeping the original thereof in the escort fees collection-cum-receipt book. The Agent shall not make or retain any secret profit or margin from the collection of the escort fees.

- 13) In any of the following events, the contract shall stand terminated forthwith without any notice to the Agent and without prejudice to any rights or remedies of the Corporation under the contract to claim any sum otherwise
 - a. If the Agent being natural person/persons dies/ die or being a natural person or a partnership firm is adjured as insolvent or commits any act of insolvency or with its creditors or fails to observe any of the provisions of contract or any of the terms and conditions governing the contract or any clause of the contract.
 - b. If it is found that the Agent is collecting the escort fees, beyond the rates fixed by the Corporation
 - c. If the Agent commits a default to perform and observe any terms of the said contract and any of the said covenants, conditions or provisions or in the event of default on the part of agent to comply with any directions issued by the commissioner or default by the Agent in performing the contract and carry out any obligations cast upon the Agent under this agreement.
- 14) In case of any dispute the same shall be referred to the commissioner of the Corporation and his decision shall be final and binding on the Agent. The appeal in respect of any decision of the Commissioner lie to the Government of the Maharashtra (Urban development). However the Agent shall within a period of 30 days from receipt of decision by the commissioner shall indicate his intention to refer the dispute to the Government of Maharashtra (Urban Development).

Only because the appeal is preferred will not entitle the Agent to continue to agreement and the contract shall stand terminated as per the provisions in the terms and conditions and the agreement. The Agent shall

not be entitled to claim any interim relief on the ground that any appeal is preferred.

The Agent shall not be entitled to claim any kind of interest on any of this claim as per the interest act or any other provisions.

The period of contract with the escort Agent shall in no case exceed beyond the agreed period, except in exceptional cases that also with as prior approval of the Corporation and in any case not more than 30 days from the date of said agreed period.

- 15) It shall be the responsibility of the Agent to pay stamp duty which is leviable or which may be imposed on the agreement either on the date of this agreement or in future under the provisions of the Bombay stamp act or any other provisions.
- 16) Income-Tax and Sale-Tax are not payable by the Corporation on the escort fees collected by the Agent. However, the liability to pay the Income-Tax or Sales-Tax or any other tax if any, which may arise in present or future during the period of this agreement and arising out of this agreements, shall be payable by the Agent alone.
- 17) PROSECUTION : The Commissioner or officer authorized by him shall file prosecution against the transporter of the goods for evasion of escort fees only on his satisfaction that prima facie case of evasion has been made out on the basis of the reports made by the agent or his officers. Out of the amount of fine or penalty deposited in the court by the accused as per Court order the escort fees amount will be paid to the Agent and remaining amount will be of Corporation.
- 18) The employees and labors which may be employed by the agent for collection of the escort fees shall be employees of the Agent only and there will not be any privacy of contract between the Corporation and the said employees of the Agent and they shall never be the employees of the Corporation and the Corporation will have no concern with them.

“The Agent shall abide by all the provisions of Labor laws and Rules there under and the will be solely responsible for any violation there of.”
- 19) Notice inviting the offer, terms and conditions of the contract, tender form, of acceptance, form of agreement and from of performance of guarantee shall be part and partial of this agreement/contact.
- 20) The Agent shall be entitle to increase the number of Nakas with the permission and sanction of the Commissioner at his own cost. The Agent shall be entitled to make use of the said entrance and exit nakas. However the possession over the same shall always be that of the Corporation. The charges of telephones, electricity bills, water charges etc. installed at the said Nakas shall be paid and borne by the Agent every month during the currency of agreement/contract. The Agent shall be entitled to make use of the existing electric connections at all the Nakas. All printed forms and registers prescribed by the Act and Rules and required for collection of the escort fees for the said period shall be supplied by the corporation at free of cost to the agent. The Agent may use the furniture/counter/cash box/cupboard racks etc. placed in such Nakas with proper care and he will liable for loss/damage if any caused by him or by his employees.
- 21) The lighting arrangements shall continue at Nakas as it is and charges thereof shall be paid by Agent. That it shall be the Agents responsibility to

protect against accidents on the works and the agent shall be responsible/ liable to pay the damages/compensation any amount awarded by any act for any accident /injury during in the course of employment. He shall indemnify the corporation against any claim or damages or for injury to persons or property resulting from and in the course of work and also under the provisions of the workmen's compensation Act. In case the corporation is made to pay any such amount of compensation, it shall be entitled to encash the said amount form the security deposits incase of agent's failure to indemnify the corporation.

- 22) In any case and without prejudice to above terms and conditions the Corporation should be entitled to recover penalty as may be fixed by the Commissioner in case of in irregularity or breach of terms and conditions committed by the Agent.
- 23) The legal jurisdiction for purpose of any matter in this agreement shall be the district of Nanded only.

IN WITNESS WHERE OF THE CORPORATION HAS CAUSED THE COMMISSIONER. NANDED WAGHALA CITY MUNICIPAL CORPORATION TO HERE UP TO SET HIS HANDS AFFIX THE SEAL OF THIS OFFICE FOR AND ON ITS BEHALF AND THE AGENT ABOVE NAMED HAS HERE UPTO SET HIS HAND ON THE DATE AND THE YEARS FIRST HERE ABOVE WRITTEN. (SIGNED, SEALED AND DELIVERED) BY COMMISSIONER (for and on)

**Behalf of
Nanded Waghala City Municipal
Corporation,Nanded**

**Commissioner
Nanded Waghala City Municipal,
Corporation,Nanded**

In Presence of

- 1.
- 2.

(SIGNED SEALED DELIVERED)

Agent Name designation and authorized by -----

The Above named Agent in the Presence of ...

- 1.
- 2.

(STANDING COMMITTEE MEMBERS)

- 1.
- 2.