

Contract Agreement

Daily sweeping and cleaning of roads, footpaths, public places, sweeping in commercial areas/ market/ roads at night, cleaning of gutters twice in a month with labours and Operation and maintenance of Corporation owned 14 Cu Mt Refuse Compactor, 5 Cu Mt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles for door to door collection and transportation of wet and dry waste separately from waste generators to the processing plants for period of 05 years for Zone 01 (Prabhag Samiti No. 01, 02, 03)

This AGREEMENT entered into on this 07 day of July 2023 at Bhaindar, Dist. Thane.

BETWEEN

Mira-Bhaindar Municipal Corporation, a Municipal Corporation constituted under Maharashtra Municipal Corporation Act, 1949, having its Office at Late Indira Gandhi Bhavan, Chhatrapati Shivaji Maharaj Marg, Bhaindar (West), Dist. Thane, Maharashtra 401101, through its Deputy Municipal Commissioner, (Hereinafter called "**THE CORPORATION**" which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of Commissioner) of the FIRST PART.

AND

M/s. Global Waste Management Cell Pvt. Ltd., a company incorporated under provisions of the Companies Act 1956, having its registered office at 20/21, 1st Floor, 10 Atul Niwas, 7 Khetwadi Lane, Mumbai 400 004, through its Director Shri. Pramod K Mishra, (Hereinafter called "**THE CONTRACTOR**" which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of CONTRACTOR) of the SECOND PART


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

WHEREAS

- A) The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Waste (Management and Handling) Rules 2016 ("MSW Rules") and its byelaws which makes it mandatory for every municipal authority to implement a scientific solid waste management system.
- B) MBMC is the Municipal Corporation for Mira-Bhaindar city and is responsible for providing municipal and civic services, which includes daily sweeping, segregation of MSW in wet and dry, collection and transportation of Municipal Solid Waste generated in the city and the MUNICIPAL CORPORATION is presently carrying out this functions.
- C) The MUNICIPAL CORPORATION invited competitive proposals from eligible bidders vide Tender Notice No. **MBMC/Health/307/2022-23, Dated - 06/10/2022** for "Daily sweeping and cleaning of roads, footpaths, public places, sweeping in commercial areas/ market/ roads at night, cleaning of gutters twice in a month with labours and Operation and maintenance of Corporation owned 14 Cu Mt Refuse Compactor, 5 Cu Mt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles for door to door collection and transportation of wet and dry waste separately from waste generators to the processing plants for period of 05 years for Zone 01 (Prabhag Samiti No. 01, 02, 03)" (Hereinafter referred to as "the said work") In response thereto, the MUNICIPAL CORPORATION has received proposals from several bidders including the Contractor for implementing the said work.
- D) The MUNICIPAL CORPORATION through its Administrative Committee vide its resolution No. 174 dated 19/12/2022 had resolved to accept the techno-commercial proposal of the CONTRACTOR and to allot the work to the CONTRACTOR on the terms and conditions that may be decided by the Municipal Commissioner amicably with the CONTRACTOR said Resolution shall be consider as part and parcel of this Agreement.
- E) MUNICIPAL CORPORATION hereby grants and authorizes the Contractor to implement the said work in accordance with the terms and conditions of this Agreement and also issued Acceptance letter dated on 20/12/2022.


Contractor

- 2 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- F) Tender document for aforesaid work is part of the agreement.
- G) Considering the WP. 15765 of 2022 Hon. Court has given order to proceed further subject to the outcome of WP. MBMC keeps its right to take decision depending on the outcome of WP 15765 of 2022.

AND WHEREAS the parties hereto are desirous of recording terms and condition agreed by the parties hereto and as hereinafter appearing.

NOW THIS AGREEMENT WITHNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

CONTRACTOR and CORPORATION have accepted this Agreement on the terms and conditions set out below:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning thereafter respectively ascribed to them hereunder

"Agreement" means this document entered into between the CONTRACTOR and the CORPORATION as recorded in this agreement signed by the CONTRACTOR and the CORPORATION, including all attachment and annexures thereto and all the documents incorporated by reference therein and also includes any amendments hereto made in accordance with the provisions hereof

"Applicable Law" means all laws including Municipal Solid Waste (Management & Handling) Rules, 2016, Bye-laws of Corporation, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) act, 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident fund Act 1952, The Esic Act 1948 , Workmen's Minimum House Rent Allowance Act, 1983 and Maharashtra Plastic and Thermacol Products, Notification 2018 and The gratuity Act 1972 , The bonus Act 1965, Environment


Contractor

- 3 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

Protection Act and such other laws as may be applicable from time to time during the pendency of the contract and in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees injunction writs or orders of any court, as may be in force and effect during the subsistence of this Agreement and applicable to the project/the CONTRACTOR.

"Applicable Permits" means all clearance, permits, authorizations, consents and approvals required to be obtained or maintained by the CONTRACTOR under Applicable Law in connection with the Project during the subsistence of this Agreement.

"Compliance Certificate" means the certificate to be obtained by the Contractor as set out in Article 3.

"Contract Value" shall mean the amount payable by MUNICIPAL CORPORATION to the CONTRACTOR during the contract period as set out in clause (b) of Article 2.1.

"Designated Locations/Collection Point" means the land situated at Uttan and other designate places within Municipal limit where waste processing plant is established and/or the locations as specified by the Corporation time to time within the limits of Corporation.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Contractor as per their offer under Applicable Law.

"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Article 6.

"Management Plan" means the plan for the implementation of the Project, duly signed by the MUNICIPAL CORPORATION in token of its approval.

"Material Adverse Effect" means a material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"MSW Rules 2016" shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2016 and includes any amendments thereto.

"Parties" means the parties to this Agreement and "Party" means either of them as the context may admit or require.

"Performance Guarantee" shall mean the guarantee for performance of its obligations to be procured by the Contractor in accordance with Article 3.2.

"Project Area" means the concerned Prabhadg Samiti area where the Contractor to implement the said work.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement by efflux of time at the end of four years from the date of this Agreement.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications guidelines or bylaws which have the force of law;
- c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies,


Contractor

- 5 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - e. The word "include" and "including" are to be construed without limitation;
 - f. any reference to day, month and year shall mean a reference to a calendar day, calendar month or calendar year respectively;
 - g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
 - h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
 - i. supplemented modified or suspended at the time of such reference; references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise required, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
 - j. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
 - k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

ARTICLE 2

CONTRACT

2.1 GRANT OF CONTRACT

- A. Subject to and in accordance with the terms and conditions set forth in this Agreement, the CORPORATION hereby grants and authorises the CONTRACTOR to carry out Daily sweeping and cleaning of roads, footpaths, public places, sweeping in commercial areas/ market/ roads at night, cleaning of gutters twice in a month with labours and Operation and maintenance of Corporation owned 14 Cu Mt Refuse Compactor, 5 Cu Mt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles for door to door collection and transportation of wet and dry waste separately from waste generators to the processing plants for period of 05 years for Zone 01 (Prabhag Samiti No. 01, 02, 03).

Contractor

- 6 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- B. Every year till the expiration of contract period, there will be price escalation of 10% on escalated contract value for administrative charges including safety measures, uniform, required equipment material on labour and contract value for operation and maintenance per day/per vehicle cost of Corporation owned vehicle. There will also be escalation of Labour wages as per Minimum Wages Act from time to time, till the expiry of contract period.
- C. The contractor agrees to pay the monthly wages of the contract labour to the labour as fixed and or revised by the Competent Authority time to time as per the provision of Minimum Wages Act till the expiration of contract period.

2.2 CONTRACT PERIOD

The Contract hereby granted is for the period of Five years (05 years) commencing from the date of the Work Order with mobilization period upto six months only for getting MSW Collection vehicles during which the Contractor is authorized for collection and transportation of MSW in accordance with the provisions hereof. Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the date of Agreement and ending with the Termination Date. Provided also that the contract may be extended through this resolution after the expiration of contract period in certain circumstances by the Corporation for the rate of contract value as mentioned in this Agreement On the same terms & conditions

ARTICLE 3
OBLIGATIONS OF THE CONTRACTOR

The Contractor shall have to perform/discharge its obligation as set out in the Name of Work of the Tender Document. In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Contractor shall have the following obligations:


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation

SWM Department

3.1 COLLECTION AND TRANSPORTATION OF MSW FROM DESIGNATED LOCATIONS

The CONTRACTOR shall "Daily sweeping and cleaning of roads, footpaths, public places, sweeping in commercial areas/ market/ roads at night, cleaning of gutters twice in a month with labours and Operation and maintenance of Corporation owned 14 Cu Mt Refuse Compactor, 5 Cu Mt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles for door to door collection and transportation of wet and dry waste separately from waste generators to the processing plants for period of 05 years for Zone 01 (Prabhag Samiti No. 01, 02, 03)"

Within 60 days of the date of signing of present Agreement, apply for license under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for works to be carried out in accordance with this Agreement. Upon issue of such license by the Department of Labour, submit a copy thereof to the MUNICIPAL CORPORATION. The MUNICIPAL CORPORATION shall issue the Work Order to the contractor for labour part upto 30 days of mobilization period.

- 3.1.1 Cleaning and Sweeping of all roads and gutters work shall be carried out generally in morning first shift. (06.15 AM to 2.30 PM and Recess time 11.00 AM 11.30 AM) or as per Corporation requirement from time to time.
- 3.1.2 The work shall be provided during the tenure of 05 years may be extended for another 02 years if satisfactory.
- 3.1.3 Road sweeping and gutter cleaning Labour work shall be done manually. Contractor is responsible for compliance of all requirements under the Contract labour Act and Industrial Dispute act. And such other acts which are applicable to aforesaid work from time to time.
- 3.1.4 Sweeping of the streets, Roads, Footpaths: The sweeping of all the public streets, roads in the jurisdiction of the package shall be done from one end to another end. The sweeping work shall be done daily by engaging adequate labour or mechanical sweeping. Similarly sweeping shall be done for footpaths. The kerbs and Medians shall be scrubbed everyday with specified equipments like brooms, brush. The contractor shall submit the methodology giving the work operation in details for approval from MBMC prior to deployment.
- 3.1.5 Contractor has to provide equipment such as Two Compartment handcart, brush, brooms and other cleaning equipment for collection of MSW from


Contractor

- 8 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

commercial area. Similarly gutter cleaning work shall be done from one end to another end by engaging adequate labour. Contractor has to provide required handcart of collection silt.

- 3.1.6 The contractor shall thoroughly sweep and keep clean (cleaning, sweeping and brushing) the road built up carriage ways and also non built up carriage way up to the municipal boundary (ward boundary), footpaths, water tables, curb lines, water entrances on surface on both the side of the roads where provided, road divider, curb lines of the road dividers on both the sides where provided, and built up roads. Similarly contractor shall regularly clean gutters from Corporation area.
- 3.1.7 All the litterbins provided on roads by the corporation shall be emptied in the bins on hand carts and the litterbins shall be kept clean. Surrounding of all the litterbins placed on roads in the area of work shall be kept clean and tidy by the labours during their work time by sweeping them around thoroughly, putting the garbage etc. Dy. Municipal Commissioner (SWM) is empowered to change methodology with consent of contractor.
- 3.1.8 The work shall also cover cleaning of the nuisance spots on roads - sweeping, disinfecting the spots, removing small animal carcasses, the nuisance spots shall be daily identified, cleaned and recorded in the work sheet. (Disinfecting powder or liquid will be borne by Municipal Corporation.)
- 3.1.9 Where there are no built up footpaths, the work shall includes sweeping, removal of all refuse and rank vegetable coming on the non built portion of the roads, especially in monsoon season.
- 3.1.10 The street sweeping shall be collected in containerized borne by contractor; using metal tray and metal plates for depositing the waste therein, or through small vehicles. Under no circumstances the waste generated shall be stored on the pavements or burnt.
- 3.1.11 The contractor shall make suitable arrangements for sweeping of streets, lanes and by lanes and collecting the waste from that area.
- 3.1.12 Cleaning the markets areas: Cleaning of markets areas shown below shall be carried out twice a day from inside as well as around the market. Two rounds of cleaning shall be done. 1st round between 06.30 AM to 02.30 PM and 2nd round between 3.30 PM to 11.00 PM. for commercial and Night


Contractor

- 9 -


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

sweeping for market places. The mechanical sweeping shall be done preferably at night from 10.00 PM to 6.00 AM. and at an whenever required and communicated by Dy. municipal commissioner (SWM).

- 3.1.13 The contractor shall start street sweeping from 6.00 AM, and shall ensure that no labour is engaged for more hours of work than permissible under the labour laws in force.
- 3.1.14 The contractor shall have reserve labours to carry out the work at the time of absence of regular labours.
- 3.1.15 Labour shall be provided pushcart (40% of labour count) with containers for street sweeping and required necessary equipment, hand cart for gutter cleaning.
- 3.1.16 For carrying out the night and late evening tasks as referred to above, the contractor shall adhere to the following additional conditions.
- a. Only male labours shall be engaged for night sweeping/ attending mechanical sweeping.
 - b. The work will be carried out without disturbing the peace of residents in the locality.
 - c. An exclusive supervisor will be deployed to supervise the night operations with his own cost.
 - d. First Aid kit shall be provided with training to use them in case of injury or scorpion / snake / dog bite etc. and take responsibility to shift the labours to the nearest medical facility for further treatment.
- 3.1.17 Daily sweeping, cleaning of roads, footpaths and public places timing from Morning 06.00 A.M to 02.30 P.M. For commercial areas and market places night sweeping is Mandatory. For mechanical sweeping, cleaning of roads, foothpaths timing shall be from 10.00 P.M to 6.00 A.M.
- 3.1.18 Cleaning of road open road side drains and gutters using necessary equipments. The waste deposited therein must be removed and transport same from the ward on daily basis.
- 3.1.19 Open roadside drains including storm water drains and gutters shall be cleaned thoroughly using necessary equipment. The waste deposited therein must be removed and disposed of daily.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- 3.1.20 Silt: The silt removed from the small open drains and gutters shall be deposited at the designated place. Under no circumstances the contractor shall dump / deposit such silt on roadside or at vacant plot or open space.
- 3.1.21 The contractor shall also thoroughly clean roads side storm water drains, remove garbage, silt and other refuse laying in the drains.
- 3.1.22 Silt, refuse, litter and Dust removed from the open drains and gutters should be disposed daily. Silt and C&D waste should not be transported to the processing plant.
- 3.1.23 Provide minimum 03 labours per vehicle for 14 CuMt Refuse Compactor and 5 CuMt Garbage Tipper and 01 labour for 3.3 Cu Mt Three Compartment Garbage vehicle for collection and transportation of MSW and silt as per decision of competent authority. The Contractor shall adhere to all applicable labour laws, including Minimum Wages Act, 1948 and Notifications as well as the Contract Labour (Regulation and Abolition) Act, 1973. All Contract labour laws, such employment however shall not mean right to employment directly with the MBMC.
- 3.1.24 The work encompasses collection of wet and dry waste in separate vehicles from waste generators. Door to door collection at sources in separate vehicles from residential & commercial and institutional generators in the area of the ward.
- 3.1.25 The waste shall be collected from door to door i.e. premises to premises, properties to properties, building to building, shop to shop.
- 3.1.26 The waste so collected as mention in MSW Rule 2016 shall be transported to the plant site. MSW processing plant site is at Uttan and at other 7 sites of Bio-gas Plants within Corporation area. The average approx. distance of these processing plant site is 10 to 11 Km.
- 3.1.27 It is duty of contractor to lift the reject material from the Biomethanation plant. As per schedule given by MBMC.
- 3.1.28 All the vehicles equipment for collection and transportation shall have a closed body vehicles as mentioned in MSW Rules 2016 and eco-friendly operations, no manual handling, garbage not to be exposed to atmosphere and not seen outside by citizens and commuters.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- 3.1.29 Door to door collection will be carried out street wise from generators daily between 8.00 a.m. to 5.00 p.m. (premises, properties, buildings) in each unit as per route plans by deploying various types of Corporation/ Contractor own vehicles. Route map defined by competent authority of MBMC. It is mandatory on contractor to lift all wet and dry waste from the zone daily. If MBMC wants to change route of any vehicle outside the zone, it is mandatory on Contractor to provide vehicle outside zone.
- 3.1.30 The Contractor during the tenure of the project ensures 100% door to door segregated waste collection and maintenance of segregation till processing/ disposal during transportation.
- 3.1.31 The contractor shall provide separate dedicated manpower for the operation of vehicles and for managing the field operation of daily waste management.
- 3.1.32 All the manpower provided for the project shall have the capacity to undertake the work. The drivers deployed for vehicles shall hold a valid driving license.
- 3.1.33 The places where the vehicles stop for loading waste shall be swept clean with disinfectant.
- 3.1.34 The Contractor shall keep the Corporation indemnified in case any action is taken against the MBMC by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- 3.1.35 If MBMC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/Acts/Rules/regulations including amendments.
- 3.1.36 The contractor should supervised sanitary work with the help of contractual sanitary inspector for Corporation area as a supervisor. To keep the city clean. It is sole responsibility of the contractor. Corporation will not give any separate payment for the same. Municipal Sanitary Inspector will only examine and supervise the said work.
- 3.1.37 The contractor shall have reserve labours to carry out the work at the time of absence of regular labours. Biometric/ face reading attendance of labour


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

is mandatory. Contractor will provide Biometric face reading machines with emailing facility at all attendance sites.

- 3.1.38 For carrying out the night and late evening tasks as referred to above, the contractor shall adhere to the following additional conditions.
- a. For night sweeping only male labours shall be engaged on vehicle.
 - b. The work will be carried out without disturbing the peace of residents in the locality.
 - c. An exclusive supervisor will be deployed to supervise the night operations.
 - d. First Aid kit shall be provided with training to use them in case of injury or scorpion / snake / dog bite etc. and take responsibility to shift the labours to the nearest medical facility for further treatment.
- 3.1.39 Provide minimum 03 labours per vehicle for 14 CuMt Refuse Compactor and 5 CuMt Garbage Tipper and 01 labour for 3.3 Cu Mt Three Compartment Garbage vehicle will be provided for door to door collection and transportation for MSW and silt from labour component. (labours to be provided on each type of vehicles. Contractor should keep reserve labour) Biometric/ Face reading attendance of vehicle labour is mandatory.
- 3.1.40 Collection and Transportation timing from Morning 8.00 A.M to 5.00 P.M. is compulsory if required for Market areas and Industrial areas Collection and Transportation at night is mandatory. Driver daily biometric attendance is mandatory.
- 3.1.41 It is mandatory on contractor to lift all wet and dry waste from the zone daily. If MBMC wants to change route of any vehicle outside the zone, it is mandatory on Contractor to provide vehicle outside zone.
- 3.1.42 Contractor should consider the cost of yearly operational and maintenance schedule of vehicle of specified manufacturing company.
- 3.1.43 14 CuMt Refuse Compactor 03 vehicles, 5 CuMt Garbage Tipper 09 vehicles will be provided by the Municipal Corporation immediately. Remaining vehicles will be provided as per the procurement by MBMC
- 3.1.44 Contractor should provide 14 CuMt Refuse Compactor, 5 CuMt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles as the number mentioned in the work order however if MBMC increase the


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

required number of vehicle as per requirement contractor has provide vehicle for the 60 days from the communication.

- 3.1.45 Number of vehicles to deploy can be increase or decrease depending on the requirement of MBMC and contractor should provide or remove the vehicle from service without any additional compensation.
- 3.1.46 If MBMC required 3.3 Cu Mt Three Compartment Garbage vehicles, a demand well in advance before Two month will be given to the contractor and contractor should provide the vehicle without any delay.
- 3.1.47 If MBMC identified and fixed the place for transfer station, the transfer station will be made available to the contractor.
- 3.1.48 Contractor should provide required labours on the transfer station as per requirement and communicated by DMC (SWM) from time to time.
- 3.1.49 Contractor should designate separate vehicles for lifting of silt material.
- 3.1.50 The vehicles should have been registered and approved by R. T. O., Maharashtra.
- 3.1.51 Contractor shall be responsible to procure insurance of new vehicles, to bear R.T.O. taxes, fees for registration. The insurance of said new vehicles for every year till contract period will be procured and expenses for the same will also borne by the Contractor.
- 3.1.52 Contractor has to obtain fitness certificate of the Corporation vehicles every year, to bear R.T.O. taxes/fees periodically as per R.T.O rules, to obtain PUC time to time from competent authority for Corporation own vehicles till the completion the Contract Period. As per the governing laws and shall comply with the Motor vehicles Act and such other laws and regulations as may be applicable to the vehicles from time to time at its cost and expenses. In case the contractor runs vehicles without the RTO fitness Rs. 20,000/- per day fine will be imposed on contractor irrespective of the type of vehicles.
- 3.1.53 The payment to the contractor for transportation of MSW shall be made based on assessment report, sanitary inspector of Corporation. The reports generated in the VTMS (Vehicle Tracking & Management System) System and other such IT systems, MIS developed by MBMC. The cost of developing VTMS system and other IT Software will be borne by MBMC.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

Corporation will provide VTMS system on vehicles and monitor the same. The maintenance of said VTMS system shall be incurred by the Corporation. In case of failure VTMS system due to network, technical issues, the manual certification by the concerned officials shall be followed. The payment provision for additional shift/ additional vehicle deployed during contract period shall be given by MBMC on the basis of the prior approval. GPS device should not be closure mode more than 7 days.

- 3.1.54 Periodic maintenance as per schedule prepaid by original equipment manufacturer (OEM) will be borne by contractor and the verification will be done by MBMC officer.
- 3.1.55 Corporation will provide parking place for MSW vehicles procured by the Corporation during the contract period. But the parking charges will be levied to the contractor by Corporation. The responsibility of safety and security of said MSW vehicles shall be of contractor and the cost for the same shall be borne by the contractor.
- 3.1.56 It is mandatory to wash each vehicle before parking in allotted parking place daily. However MBMC will try to provide place for the washing area as per convenience. Contractor is create to installed washing center as his own cost. But under any circumstances contractor is not allowed to park vehicle in parking area without washing thoroughly.
- 3.1.57 The Contractor shall arrange standby vehicle in case any breakdown / maintenance of vehicles during the maintenance period of any vehicle.
- 3.1.58 On expiry of the contract period, the Contractor shall handover the possession of vehicles owned by the Corporation in good condition to the Corporation.
- 3.1.59 Corporation will provide BS VI standard new vehicles. The contractor has to operate and maintain the Corporation owned vehicles. Similarly contractor has to follow maintenance schedule specified by the vehicle manufacturing company, during the contract period.
- 3.1.60 G.S.T is currently not applicable for transportation of Goods other than transportation carried out by GTA (Good Transport Agency). It is clearly understood that MBMC will not bear any additional liability towards payment of any Taxes and Duties.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- 3.1.61 Corporation shall reimburse in case of any changes in the GST, Labour rules/ Laws made by respective Govt. authority.
- 3.1.62 All vehicle push cart should be painted yearly. ward number, slogan and logo of MBMC should be visible on each vehicle. Every compartment on vehicle should be identify for Dry and Wet waste.
- 3.1.63 As per MSW 2016 rules the vehicles shall be sufficient to lift different types of waste such as.
- a. Household wet waste.
 - b. Household dry waste/ Recyclables.
 - c. Sanitary waste.
 - d. Household hazardous waste /E waste.
 - e. Waste from slums.
 - f. Hotel /Restaurant / Food waste.
 - g. Vegetable / Fruit market waste.
 - h. Mutton and Fish market waste.
 - i. Swept materials waste.
 - j. Silt waste.
 - k. Commercial establishment /Shops.
 - l. Green / garden waste.
- 3.1.64 The CONTRACTOR ensures that:
- i. if any sanitation worker remains absent, a substitute worker is to be provided;
 - ii. The employees of the Contractor shall not collect payment from the waste generators for the service provided in the Project Area;
 - iii. No spillage of MSW during collection and transportation of waste to designated locations;
 - iv. The Contractor shall not collect the Bio-medical waste from the waste generator. The Industrial waste to be lifted by contractor every day in separate vehicles and the vehicles to be assigned specifically with suitable specifications as directed by the Municipal Commissioner as per requirement.
 - v. The collected MSW shall not be burnt or disposed off in any manner whatsoever;
 - vi. Adequate measures are adopted to meet health and safety standards of its employees by providing safety gear as set out in tender terms and conditions;


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- vii. The employees of the Contractor should behave respectfully with the citizens.
- 3.1.65 The Contractor should provide Biometric/ face reading for taking daily attendance of contractual labourers working for cleaning roads & on vehicles; and also provide updated software for keeping and updating the daily attendance of contractual labourers as per the requirement of the Corporation.
- 3.1.66 The aforesaid system as well as software shall be provided within one months from the date of work order.
- 3.1.67 The Contractor shall maintain the daily attendance of the labours deployed by him for the said work in the prescribed format set out by the SWM Department and submit daily in soft and hard copy to concerned sanitary inspector.
- 3.1.68 The Contractor shall open account of the each labour deployed by him for the project in any nationalized or scheduled Bank and shall give details of the same to the Corporation.
- 3.1.69 The Contractor shall submit monthly challan/receipt of the payment of Provident Fund, ESIC and monthly Bank statement showing the payment of wages made to each labourers deployed by him as per the Minimum Wages Act of previous month alongwith their bills on the 15th day of every month to the Corporation. For e.g. If Contractor makes payment of wages and P.F. to the deployed contractual labour on 10th day of month of February for the month of January, then the Contractor shall submit the bills alongwith the as specified document on 15th day of month of February to the Corporation. The Contractor shall not be entitled to receive payment for supply of labourers unless and until, the Contractor complies the said clause. The Contractor shall fix wage period in respect of which wages shall be payable and the same shall not exceed one month Wages of every worker shall be paid within 15th day from the end of the wage period.
- 3.1.70 Obtain Compliance Certificate every month from the concerned Sanitary Inspector of the SWM department of the Municipal Corporation for the compliance of its obligations to collect and deposit MSW at designated locations in accordance with this Agreement.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- 3.1.71 Contractor should establish separate office within the Corporation area for daily supervision, operational and maintenance aforesaid work and depute separate administrative employees with mobile, computer facility for daily complaint redressal.
- 3.1.72 Contractor shall be responsible and comply objection to be raised by any Government Auditor /Officer during contract period.
- 3.1.73 For smooth operation of aforesaid work, contractor shall internally transfer the labours within the zone - 01.
- 3.1.74 Contractor shall issue identity card to each employee.
- 3.1.75 Contractor shall pay salary to the employee within 10th day of each month.
- 3.1.76 **Contractor to provide Personal Safety equipment, First-Aid Treatment etc.,** The contractor shall provide all necessary personal safety equipment, uniform / apron; gloves, Shoes/ Sandals / Gum-Boots, Raincoats etc., once a year for the use of the persons employed on the site, and shall maintain the same in good condition suitable for immediate use, at any time and shall comply with the following regulations in connection therewith:
- a. The labour shall be required to use the equipment etc so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment etc by those concerned.
 - b. Adequate provision shall be made available for prompt first-aid treatment of all injuries and Medical Facilities likely to be sustained during the course of the work.
- 3.1.77 **Age of contractual Labour**
Contractor shall employ persons who are in the age group of 18 to 55 years who are healthy and physically fit to carry out the task. The contractor shall not extent the appointment of the labours so appointed, beyond the age of 55 years.
- 3.1.78 **Labour Facility**
- a. The Contractor shall provide pure or potable drinking water facilities, changing room facilities to the labour.


Contractor



Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- b. The Supervisor and Chief Supervisor shall attend weekly /Monthly review meeting called by the officer of Mira Bhaindar Municipal Corporation.
- 3.1.79 Contractor shall maintain monthly sweepers Attendance Register as per the Provision of Contract Labour Act and submit it to Corporation.
- 3.1.80 Contractor shall provide vehicles and labours for daily cleaning, collection and transport for 365 days including public holidays, festivals every year till contract period.
- 3.1.81 Contractor shall provide first aids box in his office at Bhaindar and conduct medical checkup for each employee twice a year.
- 3.1.82 In case of strike / stoppage of work by labourers /by any union/ association of labourers in respect of present contract work. The contractor shall be solely responsible to comply the demands of labours /union/ association or to redress the grievance of labourers and to stop the strike forth with the Corporation will not be responsible for resolution of the strike.

3.2 INITIAL PERFORMANCE SECURITY

- a. The Contractor for due and punctual performance of its obligations relating to the said work have deposited Initial Performance Security Deposit at the rate of 3% of accepted annual tender cost i.e. Rs. 2,30,00,000 (Rupees Two Crores Thirty Lakhs Only) in the form of Bank Guarantee vide receipt no. 0266BG000182022 dated 26/12/2022. The said Initial Performance Security Deposit shall be valid for one year and extendable yearly till the contract period of five years or till the extension period.
- b. The Corporation shall be entitled to forfeit full / or the part of the **Initial Performance Security Deposit** towards the fulfillment of claim if any. Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the **Initial Performance Security Deposit** if subsisting as of the Termination Date shall, subject to Corporation's right to receive amounts, if any, due from the Contractor under this Agreement, be duly discharged and released to the Contractor.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- c. The Corporation shall be entitled to deduct Security Deposit at the rate of 2% Contract Cost for Daily sweeping and cleaning of roads, footpaths, public places, sweeping in commercial areas/ market/ roads at night, cleaning of gutters twice in a month with labours and Operation and maintenance of Corporation owned **14 Cu Mt Refuse Compactor, 5 Cu Mt Garbage Tipper and 3.3 Cu Mt Three Compartment Garbage vehicles** for door to door collection and transportation of MSW including escalated cost per year (Deducted through each Monthly Bill.). This Security Deposit will be refunded after completion of each year of operation/ contract period.
- d. No interest is payable to the Contractor on the Initial and Security Deposit.
- e. The latest Security deposit submitted by the Contractor shall remain valid till the contract period and after six months from the expiry of contract period. Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the Security Deposit if subsisting as of the Termination Date shall, subject to Corporation's right to receive amounts, if any, due from the Contractor under this Agreement, be duly discharged and released to the Contractor.

3.3 GENERAL OBLIGATIONS

The Contractor shall:

- a. Procure all Applicable Permits under Applicable Laws for the purpose of carrying out its obligations at its own cost and expense, and be in compliance thereof at all times during the period of this Agreement.
- b. Comply with Applicable Laws at all times during the period of this Agreement, including the Municipal Solid Waste (Management & Handling) Rules, 2016, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) act, 1970, Child Labour (Prohibition and Regulation) Act 1986, P.F Rules MMC Act 1949 and Maharashtra Plastic and Thermacol Products, Notification, 2018 and Gratuity Act, Environment Protection Act and such other laws as may be applicable from time to time during the pendency of the contract maintain and update all register and records as required under Contract Labour Act or any other provision of law which are in force.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- c. Ensure that all aspects of the said work shall conform to the laws pertaining to environment, health and safety aspects including Municipal Solid Waste (Management & Handling) Rules 2016, policies and guidelines related thereto.
- d. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the said work and hereby indemnifies MBMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall MBMC be treated as employer in this regard;
- e. be responsible for all the health, security, environment and safety aspects of the said work at all times during the Contract Period. The Corporation shall not be liable to pay any compensation/damages arising out any accident or claim.
- f. Shall be liable to comply all terms and conditions as specifically set out in the Tender Document.
- g. Loss of life or wealth shall be responsibility of Contractor.
- h. All claims, damages, compensations arising out any accident/mishap, the Contractor shall be liable for the same.
- i. The Contractor shall be liable for any claim/dues of labourers of previous contract.
- j. The Contractor shall execute the said works with sufficient resources of manpower and machinery appropriate to serve as per local conditions. Child Labour is prohibited. The contractor shall strictly adhere to the provision of all contract labour laws.
- k. The Contractor shall provide the required tools and other equipments to the labours to carry out the work mentioned in the scope of work.
- l. In the case of any damage to the structures / properties either of Mira Bhaindar Municipal Corporation or public, due to the acts of omission or commission of the contractor/ his employees/ his representatives it is the responsibility of the contractor to compensate for the damages. The


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

contractor is liable to pay the amount assessed by the Mira Bhaindar Municipal Corporation Officer. In case the contractor fails to pay such amount, the Mira Bhaindar Municipal Corporation will recover the same from any money due and payable to him. Payment of any amounts fixed by any court as compensation or otherwise shall be the responsibility of the contractor alone.

- m. In case the Contractor fails to complete the work agreed upon, the concerned Mira Bhaindar Municipal Corporation Officer will execute the said work with the help of any other agency at the cost and risk of the contractor and expenditure incurred thereon will be recovered from the amounts due to him.
- n. The Contractor shall provide uniforms of design and color specified by the Corporation and identity cards for the labours engaged in the Work. It is responsibility of the contractor to make sure that all labours shall wear uniform, apron, handgolves and mask daily.
- o. Mechanical Sweeping Machine will be provided from Corporation for road sweeping some part of the area.

3.4 INSURANCE

The Contractor shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Contract Period all insurances in respect of the worker and vehicles in accordance with the Good Industry Practice. The Contractor shall maintain a register of entry in order of premiums paid towards the insurance and proof of payments made shall be submitted soft copy to Corporation on monthly basis.

3.5 NO BREACH OF OBLIGATIONS

The Contractor shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- I. Force Majeure Event;


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- II. Compliance with the instructions of the Corporation or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contractor of any of its obligations hereunder;
- III. Closure of the said work or part thereof with the approval of the Corporation.

ARTICLE 4
THE MUNICIPAL CORPORATION'S OBLIGATIONS

- 4.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the MUNICIPAL CORPORATION shall have the following obligations
- a. Provide Management Plan to the Contractor.
 - b. Promote segregation of MSW at household level into wet & dry waste (organic and inorganic waste).
 - c. In case of any non-compliance by the waste generators, ensure that the generators of MSW in the Project Area comply with MSW management practice as notified by MUNICIPAL CORPORATION from time to time.

4.2 GENERAL OBLIGATION
MUNICIPAL CORPORATION shall:

- a. Where appropriate provide necessary assistance to the Contractor in securing Applicable Permits.
- b. observe and comply with all its obligations set forth in this Agreement;
- c. Resolve disputes, if any, between the Contractor and the generators of MSW in the Project Area through amicable resolution.

ARTICLE 5
PAYMENT TERMS

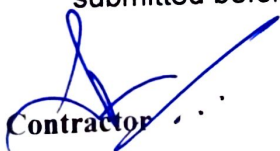
5.1 PAYMENT OF SERVICE FEE


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- a. Subject to the provisions of this Agreement and in consideration of the Contractor undertaking to perform and discharge its obligations in accordance with the terms, conditions and convents set forth in this Agreement, the MUNICIPAL CORPORATION agrees and undertakes to pay to the Contractor a service fee.
- b. The Contractor shall be required to submit bills along with the compliance certificate by concerned Sanitary Inspector and documents specified in Article '3' by 15th day of every month succeeding the month of the work to the Corporation. The Contractor shall submit declarations along with the bill for having fulfilled the conditions of contract for having followed the labour rules strictly. MUNICIPAL CORPORATION upon verification of the same shall release payments to the Contractor after taking into account any deductions /fine/ penalties imposed by the MUNICIPAL CORPORATION. The Contractor shall not be entitled to claim any interest/penalty for the delay to release the payment. In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month.
- c. The Contractor should provide salary to all their labours including driver for vehicles and sweeping and gutter cleaning labours and labour for vehicle as per Labour Minimum Wages Act & mandatory allowances due to him. Accordingly contractor should submit monthly bills with necessary documents, thereafter Corporation will make payment of the bills.
- d. Payment will be made on the basis of cleaning of roads, gutters, supply of labour, Operational maintenance cost of vehicles, fuel cost, minimum wages, Gratuity act and other statutory benefits for labour, administrative charges. Statutory taxes and penalties will be deducted from monthly bill. Payments will be made after taking into account deduction/ fine/penalties imposed based on monthly evaluation report.
- e. Payment of bills shall be made by the Corporation through cheques / NEFT/ RTGS in favours of the contractor.
- f. Contractor should pay labour cheque / NEFT/ RTGS and copy should be submitted before clearing next month bill.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

ARTICLE 6

FORCE MAJEURE

6.1 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event

- (a) Earthquake, flood, inundation and landslide
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- (c) fire caused by reasons not attributable to the Contractor or any of the employees for purposes of the Project;
- (d) Acts of terrorism;
- (e) Action of a Government Agency having Material Adverse Effect
- (g) Early determination of this Agreement by Corporation for reasons of national emergency or national security.
- (h) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Contractor by or on behalf of the Contractor.
- (i) Any events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event.

If the Parties are rendered unable to perform any of their obligation under this Agreement because of a Force Majeure Event save and except as expressly provided in the Agreement neither party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.


Contractor


Dy. Commissioner (SWM)

ARTICLE 7
EVENT OF DEFAULT AND TERMINATION

7.1 Event of Default

Event of Default means either Contractor's Event of Default or MUNICIPAL CORPORATION Event of Default or both as the context may admit or require.

a. CONTRACTORS EVENT OF DEFAULT

Any of the following events shall constitute an event of default by the Contractor ("Contractor Event of Default")

- I. The Contractor has stopped door to door collection of segregated wet and dry waste MSW from the generators of MSW for any day and failed to collect the wet and dry waste MSW in separate vehicles as per the Management Plan, also fails to sweep & clean gutters, except where performance has been prevented by a Force Majeure Event;
- II. Failure to follow any of the Govt. orders, rules, laws etc. which are in force today or in future.
- III. The Contractor has failed to provide worker, equipment material, safety equipment wheel barrows and vehicles as stated in tender terms and condition.
- IV. The Contractor has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 30 days;
- V. Any representation made or warranty given by the Contractor under this Agreement is found to be false or misleading;
- VI. A resolution for voluntary winding up has been passed by the Contractor;
- VII. Any petition for winding up of the Contractor has been admitted and liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of MBMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

unconditionally assumed all surviving obligations of the Contractor under this Agreement.

- VIII. The Contractor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.
- IX. The Contractor has repudiated or abandoned the said work;
- X. Fails to collect industrial waste daily in separate vehicles.

(b) CORPORATIONS EVENT OF DEFAULT

Any of the following events shall constitute an event of default by Corporation ("Corporation Event of Default"), when not caused by a Contractor's Event of Default or Force Majeure Event:

- I. Corporation has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- II. Any representation made or warranties given by the Corporation under this Agreement has been found to be false or misleading.
- III. To release payment within 45 days of receiving the bills from the contractor.

7.2 PENALTIES

- I. The Commissioner or the officer authorized by him/her can review the work undertaken during the preceding deployment of men on the basis of evaluation report can take action to impose penalty and terminate the contract in case of unsatisfactory performance.
- II. In case of a Contractor's event of default or non-performance of its obligation, the penalty amount as set out in **Schedule 1** for this agreement shall be levied by the Corporation.

Contractor

Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

7.3 TERMINATION DUE TO EVENT OF DEFAULT

(a) TERMINATION FOR CONTRACTORS EVENT OF DEFAULT

- (i) Without prejudice to any other right or remedy which Corporation may have in respect thereof under this Agreement, upon the occurrence of a Contractors Event of Default, Corporation shall be entitled to terminate this Agreement in the manner as set out under.
- (ii) If Corporation decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Contractor. Within thirty (30) days of receipt of the Preliminary Notice, the Contractor shall submit to Corporation in sufficient detail, the manner in which it proposes to cure the underlying Event of Default. In case of non-submission of the Contractor's Proposal to rectify the default within the said period of 30 days, Corporation shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate
 - a. The Performance Bank Guarantee, if subsisting and
 - b. The Initial Security Deposit
- (iii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, Corporation shall be entitled to terminate this Agreement, by issue of Termination Notice. The termination notice will automatically come into immediate effect on receiving it and to appropriate.
 - a. The Performance Bank Guarantee, if subsisting and
 - b. The Initial Security Deposit

(b) TERMINATION FOR CORPORATION EVENT OF DEFAULT

- (i) Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of Corporation Event of Default, the contractor shall be entitled to terminate this Agreement by issuing Termination Notice.

Contractor

Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

- (ii) If the Contractor decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to Corporation. Within 30 days of receipt of Preliminary Notice, Corporation shall forward to the Contractor its proposal to remedy/ cure the underlying Event of Default. In case of non submission of Corporation Proposal to rectify within the period stipulated therefore, Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If Corporation's Proposal to rectify is forwarded to the Contractor within the period stipulated thereof, Corporation shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however Corporation fails to remedy/ cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) TERMINATION NOTICE

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out ;

- i. In sufficient detail the underlying Force Majeure Event;
- ii. The Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- iii. The estimated Termination Payment including the details of computation thereof and;
- iv. Any other relevant information.
- v. Upon Termination of this Agreement on account of Contractor's event of default, the Contractor would not be entitled to any compensation from the Municipal Corporation and the performance Bank Guarantee shall be forfeited.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

ARTICLE 8
DISPUTE RESOLUTION

8.1 AMICABLE RESOLUTION

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Commissioner, MBMC (or the Person holding charge) and the Executive Officer of the Contractor for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may approach the Court of Law for this purpose, Court of Thane shall have Jurisdiction..

8.2 Performance during Dispute

Pending the resolution of any Dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

ARTICLE 9
MISCELLANEOUS

9.1 ASSIGNMENT AND CHARGES

The Contractor shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of Corporation.


Contractor


Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

9.2 Government Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts of the Thane will have jurisdiction relating to all matters arising from this Agreement.

9.3 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

9.4 Intent and Effect

Each of the Parties hereto undertakes to fully and promptly observe and comply with the provisions of this Agreement.

9.5 Non-Waiver

No omission or delay on the part of any Party in requiring a due and punctual fulfillment by any other Party of its obligations hereunder shall constitute, or be deemed to constitute, a waiver of any of such Party's rights to require such due and punctual fulfillment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.

9.6 Binding Effect

Subject to the terms and conditions hereof, this Agreement is binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

9.7 Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this

Contractor

Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never composed a part thereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

9.8 Additional Documents

Each Party hereto shall promptly execute and deliver such additional documents and Agreements as are envisaged in this agreement and any other Agreement or document as may be reasonably required for the purpose of implementing this Agreement, provided that no such document or Agreement shall be inconsistent with the spirit and intent of this Agreement.

9.9 Counterparts

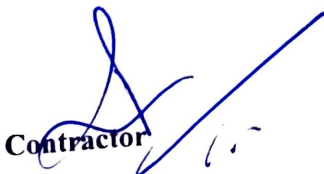
This Agreement may be executed simultaneously in to counterparts each of which shall be deemed an original but both of these shall together constitute one and the same instrument.

9.10 Notices

All notices requests, demands and other communication made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered, mail (confirmed and writing by postage prepaid registered mail), and shall be addressed to the appropriate party at the following address or to such other address or place as such Party may from time to time designate;

To the Municipal Corporation at :

The Municipal Commissioner
Head Office, 2nd floor,
Chhatrapati Shivaji Maharaj Marg,
Bhaindar (West), Dist.Thane – 401101.


Contractor


Dy. Commissioner (SWM)



by written

Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery on the date of delivery, (ii) in the case of mail delivery on the date which is seven (7) days after the mailing thereof and (iii) in the case of a telex or cable, the date of dispatch thereof.

- In Witness Whereof The, Parties Have Executed And Delivered This Agreement As To The Date First Above Written For :

~~Ravi Pawar~~
(Ravi Pawar)
Dy Commissioner (SWM)
Mira Bhaindar Municipal Corporation.

~~DIRECTOR / AUTHORISED SIGNATORY~~


Additional Commissioner
Mira Bhandar Municipal Corporation

Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

SCHEDULE "1"

PENALTY CLAUSE
(As per clause 7.2 of the Agreement)

| Sr. No. | Particulars | Penalty for amount (Rupees) |
|----------------|---|---|
| 1. | If labours not provided as per requirement | Rs. 500/- per day/ per labour |
| 2. | Not supply of equipments and material required for sweeping & gutter cleaning per labour | Rs. 500/- per day/ per labour |
| 3. | Unsatisfied road cleaning work | Rs. 1000/- per day/ per spot |
| 4. | Unsatisfied gutter cleaning work per day per spot | Rs. 1000/- per day/ gutter |
| 5. | Not collecting MSW from Pole bins/ Twin bins | Rs.200/- per day/ per bin |
| 6. | Not collecting MSW (wet & dry, domestic hazardous) from societies | Rs. 500/- per day /per societies |
| 7. | Not collecting MSW from Hotel, mutton chicken shops | Rs. 2000/- per day /per shop |
| 8. | Not sweeping commercial/market area twice a day | Rs.5000/- per day /commercial, market area |
| 9. | Not providing uniform, mask, handgloves etc. | Rs.100/- per day/ labour |
| 10. | Not providing gumboots, raincoats etc. | Rs.100/- per day/ labour |
| 11. | Not maintaining operation and Maintenance schedule for 14 CuMt vehicle | Rs. 5000/- per month/ per vehicle |
| 12. | Not maintaining operation and Maintenance schedule for 5 CuMt vehicle | Rs.3000/- per month/ per vehicle |
| 13. | Not maintaining operation and Maintenance schedule for 3.3 CuMt Three Compartment Garbage vehicle | Rs.2000/- per month/ per vehicle |
| 14. | Penalty during strike period | Rs.5000/- per day |

Contractor

Dy. Commissioner (SWM)

Mira Bhaindar Municipal Corporation
SWM Department

| Sr. No. | Particulars | Penalty for amount (Rupees) |
|---------|--|------------------------------|
| 15. | Penalty not renewing vehicle insurance/ Vehicle related Tax. | Rs. 1000/- per day/ Vehicle |
| 16. | Penalty for Failure of Contractor's man to attend Ward office on previous day of every calendar month to take the indent/ instructions | Rs. 10000/- per instance |
| 17. | Penalty If the vehicle does not unload at appropriate place and as per instructions at the disposal site | Rs. 1000/- per occasion |
| 18. | Garbage Segregated by Society or any Organization not collected separately | Rs. 2000/- per trip / day |
| 19. | If 100% Garbage in any ward is lifted contractor | Rs. 3000/- per day |
| 20. | Vehicle run without RTO fitness | Rs. 20000/- per day/ Vehicle |

Note :- The above penalties shall be levied, if the Contractor fails to rectify defects within 4 hours during receipt of intimation in writing from the Municipal Corporation.


Contractor


Dy. Commissioner (SWM)