

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बैंक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16151561958345



Bank/Branch: IBKL - 6910709/Ulhasnagar  
Pmt Txn id : 202703579  
Pmt DtTime : 15-FEB-2019@17:50:32  
ChallanIdNo: 69103332019021550989  
District : 1201-THANE

Stationery No: 16151561958345  
Print DtTime : 15-FEB-2019 18:00:51  
GRAS GRN : MH011989393201819S  
Office Name : IGR116-THN4\_THANE NO 4  
GRN Date : 15-Feb-2019@17:50:33

StDuty Schm: 0030046401-75/STAMP DUTY  
StDuty Amt : R 5,00,000/- (Rs Five, Zero Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (B) (vi) -Agreement-if not otherwise provided for  
Prop Mvblty: N.A.  
Prop Descr : Property tax assmnt survey and maint for 5yrs of all prop in MBMC  
Consideration: R 50,80,00,000/-

Duty Payer: PAN-AGLPK0696D,Kolbro Group Proprietor Prakash Kolhe

Other Party: TAN-PNEM08781D,Mira Bhayandar Municipal Corporation

Bank official1 Name & Signature

Mitu Singh

Bank official2 Name & Signature

Space for customer/office use

Sandep Kumar Patro  
SANDEEP KUMAR PATRO  
बचक प्रबन्धक / Assistant Manager  
IBKL/IBN-126832



**CONTRACT AGREEMENT**

This AGREEMENT entered into on this 01<sup>st</sup> day of March, 2019 at Bhainder, Dist. Thane.

**BETWEEN**

Mira-Bhainder Municipal Corporation, having its Office at Chhatrapati Shivaji Maharaj Marg, Bhainder (West), Dist. Thane, Maharashtra - 401 101, 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. KOLBRO GROUP, Sole Proprietorship, having its registered office at Plot No.170, House NO.356, Lendra Park, New Ramdaspath, Nagpur - 440 025, through its proprietor Shri. Prakash Sahebrao Kolhe, (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.

WHEREAS

- A) MBMC is the Municipal Corporation (Urban Local Body) for Mira-Bhaindar city and is responsible for providing municipal and civic services as envisaged in the Maharashtra Municipal Corporation Act.
- B) Property Tax is one of the main source of revenue for the Corporation for providing municipal and civic services to the citizens of Mira-Bhaindar City. MBMC is empowered under the provisions of Section 127 of MMC Act to impose several taxes including property taxes which is leviable on buildings and lands in the City on ratable value or capital value.
- C) Residential and Non-residential (commercial) properties, situated within the limits of ULB are assessed for tax. Based on such assessments, taxes are levied on the property owners. The assessments are made based on the physical dimensions of the property and other parameters to assess the taxes to the citizen.
- D) Mira-Bhaindar City is situated at the northern threshold of Brihan Mumbai Metropolis and has been identified as one of the growth centre in the Mumbai Regional Plan. Due to close proximity to Brihan Mumbai, the Mira-Bhaindar City is experiencing very rapid growth. The Development Plan for the area was sanctioned long back under the provisions of Maharashtra Regional and Town Planning Act, 1966. Accordingly, the Town Planning Department of the Corporation sanctions several permissions for the development/ constructions of several buildings. Day-by-day the growth of construction of buildings is rapidly increasing which have to be assessed for levying property taxes as per the provisions of MMC Act.
- E) Now our Country is successfully marching ahead to become Digital India and it is our dream of making India a digitally empowered country in the field of technology. To step forward towards the achieve the dream of Digital India and to make upliftment in the

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revenue collection of the Corporation as committed in the reforms, the Urban Development Department of State Government of Maharashtra through Government Resolution dated 20/07/2015 and 12/06/2017 directed the Local Authorities to develop and implement Geographical Information System based Property Tax Assessment Application.

- F) The Municipal Corporation was also granted with the special permission on 21/09/2018 having outward No.BMC/2518/Pra.Ka.669/ Navi-21 by Urban Development of State Government of Maharashtra for implementing GIS based Property Tax Assessment policy through private agency.
- G) Accordingly, the MUNICIPAL CORPORATION invited competitive proposals from eligible Contractors vide Tender Notice No. MBMC/TAX/245/2018-19 dated 01/11/2018 for the work of *"Numbering of all properties, physical survey of all properties within municipal area limit, taking measurement of properties, drawing their diagrams, taking photographs and GIS mapping of each and every properties, calculating their property tax on Ratable Value & Capital Value Taxation Method. And to provide annual maintenance for generating and printing yearly tax bills, distributing bills, providing yearly tax bills, distribution postings, printing demand register and assessment registers etc with pre-printing stationary for 5 years"* (hereinafter referred to as "the said work") and in response thereto, the MUNICIPAL CORPORATION has received proposals from several Contractors including the Contractor for implementing the said work.
- H) The MUNICIPAL CORPORATION through its Standing Committee vide its resolution No.161 dated 04/02/2019 had resolved to accept the technical 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.
- I) 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 No.MBMC/TAX/428/18-19 dt.13/02/2019.
- J) On receiving Acceptance Letter, the Contractor furnished a Bank Guarantee of,
- (i) Rs. 43,60,000/- (Rupees Forty Three lakhs sixty thousand only) (Bank Guarantee No. 013819IGFIN0001 of Dena Bank validity : 24/08/2019 renewable up to completion of survey work) for the work of carrying out door to door GIS based numbering of properties, property survey for

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physical collection of data, computerization of data for assessment of taxes, verification of properties and available services in Municipal Limits of Mira Bhaindar Municipal Corporation.

- (ii) Rs. 11,60,000/- (Rupees Eleven lakhs sixty thousand only) (Bank Guarantee No. 013819IGFIN0002 of Dena Bank validity: 24/02/2020 renewable every year) for the work of providing annual maintenance for property tax department for 5 years as generating and printing yearly tax bills, distributing bills, providing yearly tax collection postings, printing demand register and assessment registers etc with pre printed stationary.

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

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

## 1. DEFINITIONS AND INTERPRETATION

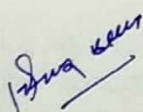
### 1.1 Definitions

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 annexure 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 Maharashtra Municipal Corporation Act, 1949, Taxation Rules of Schedule "D" of Chapter 8 of Maharashtra Municipal Corporation Act, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) act, 1970, Child Labour (Prohibition and Regulation) Act 1986 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, notifications/circulars of State Government as may be in force and effect during the subsistence of this Agreement and applicable to the project/the CONTRACTOR.

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

**"Contract Value"** shall mean the Service Fee payable by MUNICIPAL CORPORATION to the CONTRACTOR during the Agreement period.

**"Contract Period"** means a) Period of Survey Work till completion of survey, b) Yearly maintenance every year upto 5 years

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

**"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.

**"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.

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

**"Performance Security"** shall mean the guarantee for performance of its obligations to be procured by the Contractor in accordance with Agreement.

**"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 five years from the date of this Agreement.

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

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

*[Signature]*



**"Effective Date"** means the date on which this agreement comes into force.

**"G C"** means these General Conditions of Agreement.

**"Government"** means the Government of India, Government of Maharashtra.

**"Local Currency"** means Indian Rupees.

**"Party"** means the Client/Corporation or the Contractors, as the case may be, and Parties means both of them.

**"Work"** means the work to be performed by the Contractors pursuant to this Agreement for the purposes of the project.

**"Property"** means an independent house/ independent row house / independent duplex / independent room in a slum / independent godown / independent office / independent factory/open plot/vacant land/open land / portion of house occupied by independent occupiers.

If one property has multiple tenant/occupier then the portion of property occupied by each tenant/occupier will be assumed as separate property.


**"Client", "Corporation", "MBMC"** means Mira Bhaindar Municipal Corporation. A body formed as per Maharashtra Municipal Corporation Act 1949, a Government of Maharashtra undertaking having its office located at Mira Bhaindar.

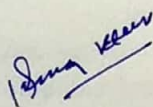
**"Third Party"** means any person or entity other than the Government, the Client, the Contractors or Sub-contractors.

## 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;

  
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- c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, 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. 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;

## 2. ACCEPTANCE OF CONTRACT

In consideration of the rights, privileges and benefits conferred upon the CONTRACTOR, and other good and valuable consideration expressed herein, the CONTRACTOR hereby accepts the Contract and agrees and

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*[Signature]*

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undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

3. In pursuance to this Agreement, the Contractor agrees to carry out the entire tender work as per the scope of work given below:

**A) CONDUCTING DOOR TO DOOR SURVEY OF PROPERTIES**

**A.1. Spreading awareness about Property Tax Assessment survey in the wards before starting the physical survey of properties.**

A.1.1. Pre-Intimation shall be given by Contractor to property owner through public notice / advertisement / hoardings / cable network. Pre-Intimation notice shall mention the list of required documents to be submitted by property owners during the survey for assessment.

A.1.2. The Corporation will also publish the news of ongoing property tax survey time to time in the cable network, newspaper or through advertisement on hoardings.

**A.2. Conducting physical survey of the properties.**

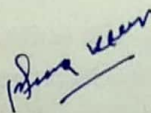
A.2.1. The Contractor shall carry on detail property survey and collect the specified parameters mentioned in Clause no. 25 of Tender document. The Contractor shall prepare the Survey form and the floor diagram of each property as per specimen specified. All the directions about the data required to be collected during the survey will be given by the Corporation before the commencement of work.

**A.3. Numbering of Properties**

A.3.1. The Unique property Identifications Number (UPIN) shall be generated for each property. Numbering shall be allotted to properties ward wise. Unique numbers shall be given to each property. New Unique Property Identification numbers should be linked with Mira Bhaindar Municipal Corporation old property numbers.

A.3.2. The new numbering system will be designed with the consultation with Property Tax Department of the Corporation and said new numbering system shall be implemented by the Contractor during the Contract period.

  
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A.3.3. To carry out the entire work, Corporation will provide assistance of Ward Inspector for showing ward boundary and if any other issues during the survey.

**A.4. Major Activities involved under the assignment:**

A.4.1. Contractor shall conduct door to door survey of each property situated within the limits of Mira-Bhaindar Municipal Corporation.

A.4.2. Contractor shall collect all information required by Corporation as specified in the Clause no. 25 of Tender document.

A.4.3. Internal measurement of the each properties shall be taken with the help of Electronic Distance Meter.

A.4.4. Sketch diagrams should be drawn for each property.

A.4.5. Carpet area should be calculated for each property.

A.4.6. In case of objection by property owner or if property is locked or due to any unknown reason, then the external measurement of the property will be taken. Municipal Corporation staff will also assist in conducting the survey of such properties.

A.4.7. Digital photograph shall be taken for each property. (In case of flats in apartment, photograph of main building and photo of entrance of each flat to be taken and attached)

A.4.8. Geo tagging of property on GIS map. For this purpose satellite image will be provided by MBMC.

A.4.9. Relevant documents shall be provided to the survey team for identification of the individual household occupier properties and for other legal notices distribution and communications.

A.4.10 Survey should be GIS based. GIS based satellite image will be procured by MBMC from MRSAC.

A.4.11 Ward Boundary, Zone boundary, property image and survey data shall be superimposed on the satellite image.

A.4.12. Following layers should be made available on GIS map,

- Properties (Residential/ Non Residential)
- Properties where only external measurement is taken.
- Government properties.
- Slum

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- School/ Colleges
- Hospital
- Vacant/ Open Plots.
- Road
- Railway Line
- Railway stations
- Water Bodies.
- Tax Zone Boundry
- Ward Boundry

## **B) PROVIDING SOFTWARE AND ENTRY OF SURVEY DATA**

### **B.1. Providing Software (Property Tax Information System).**

The Contractor has agreed to provide software free of cost for purpose of computerization of property survey data which is to be used for assessment of taxes. After survey, the data shall be entered in software for calculation on capital value/ ratable value method, alongwith the automated property tax assessment module as per the requirements of Municipal Corporation. Software shall consist following features:


- Record the complete information of all properties.
- Facility to edit the property details.
- Facility to view the property details.
- Multiple user logins with limited access to user logins.
- Master admin account to access the complete software.
- Reports as needed by Municipal Corporation.

### **B.2. Following reports to be generated from the software**

- Assessment list
- Calculation sheet
- Notices
- Total demand of ward.
- MIS reports & others required by the Corporation

### **B.3. Data entry of collected data into the software**

All the collected data and information shall be entered and computerized in the software provided by the Contractor under the supervision of the Corporation staff and digital photo of all individual properties shall be linked to the database for one click viewing and printings on the desired reports. The Contractor shall scan all documents collected from tax payers during survey and shall create PDF of scanned documents which shall be made available to the Corporation.

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**B.4.** The Contractor hereby grants Corporation license to access and use the Software, including all inventions, designs, and marks embodied in the Software during contract period as well as after lapse of contract period.

- Such license to access and use the Software shall be:
  - Nonexclusive.
  - Perpetual, fully paid up and irrevocable.
  - Valid throughout India.

The Contractor will allow and facilitate the customization of software as per requirement of the MBMC during the contract period.

#### **B.5. Patent Claim**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the Contractor shall expeditiously extinguish such claim. If the Contractor fails to comply and MBMC is required to pay compensation to a third party resulting from such Infringement, the Contractor shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MBMC shall give notice to the Contractor of any such claim and recover it from the Contractor if required.

**B.6.** The hosting of the application and security of the Data Centre will be the responsibility of the Contractor. The Contractor shall take back up every day of the data entered in the software.

#### **C) MAINTENANCE AND PRINTING STATIONERY**

- To generate tax bill of properties every year.
- To print the tax bill of properties every year. (Format of bill will be approved by the Corporation. Contractor shall have no advertisement rights on the tax bills. Printing of tax bills will be done from existing software of the Corporation by the Contractor)
- Providing stationery for the printing bills
- Door to door distribution of the tax bills to properties (Contractor shall take acknowledgement of service of tax bills)
- Posting of bill distribution to all properties.
- Doing survey of new unassessed properties.
- Generation of Special notice of the new unassessed properties as per the provisions of Taxation Rules
- Printing special notices
- Distribution of special notice to the new unassessed properties.
- Assisting in hearing process of new unassessed properties.
- Data entry of new unassessed properties in the software.

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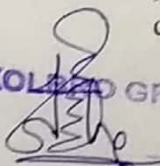
- Printing Assessment Register for every financial year.
- Printing Demand Register for every financial year.
- Printing Collection Register for every financial year.
- Providing stationery for printing of registers.
- Doing correction in the property data as per the approval of HOD of Property Tax department.
- Doing other allied activities as needed by Property Tax Department.
- Customization of Software Application provided by the Contractor as per the requirement of Property Tax Dept.
- Upgrading GIS related application of Property Tax Dept.
- Migration of data in new application as well as in existing application of corporation.
- Integration of new software application with the Corporation's other applications

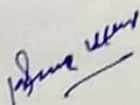
#### **D) SATELLITE IMAGE**

- D.1 GIS based satellite image will be procured by MBMC from MRSAC.
- D.2. Satellite image is compulsory but in case satellite image is not available then Google image can be used after the approval of Commissioner and as per GR of Urban Development Dept. dated 16<sup>th</sup> Sept 2017 (शासन निर्णय क्रमांक:- बीएमसी-२५१७/प्र.क्र.७३४/नवि-२१)

#### **E) ANALYSIS OF SURVEY DATA**

- E.1. The data collected during the survey will be cross checked with the data available with Municipal Corporation. For e.g. the correct owner's name, Bhogwatadar's name, address, old carpet area and the difference in the surveyed carpet area, construction type of the property etc will be cross checked with the Municipal Corporation's existing data. The Contractor shall develop File Tracking System to keep check on the approval work.
- E.2. Analysis of data will be the joint task of employees of Property tax Department of Corporation and the employees of Contractor. And it will be mandate upon both Corporation and Contractor to provide adequate number of employees to complete the work of analysis of data on time.
- E.3. Contractor shall not be held responsible for any delay in the task of analysis of the data collected during the survey of properties if Corporation fails or delays in providing the old record of the properties and adequate staff to carry out the analysis of the data collected during the survey of properties..

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**F) DELIVERABLES**

- a) Ward Map showing ward boundaries to be provided by the Corporation.
- b) Survey forms to be provided by the Contractor.
- c) Required stationary and printing to be done by Contractor.
- d) Internet, networking, and office infrastructure to be provided by the Contractor. Electricity connection will be provided by the Corporation however, the Contractor shall bear the cost of electricity bills during the contract period.
- e) Computers, stationary, printers and other devices and instruments needed for the survey and GIS work to be provided by the Contractor.
- f) All scanned data and physical data shall be provided to the Corporation after contract period.
- g) In delivery phase i.e. after lapse of Contract period, Contractor shall also be responsible to hand over in writing all development components like source code, passwords, databases, backups, text, graphics or any other relevant material to MBMC.
- h) At the time of handing over, Development Components including databases shall become the sole property of the MBMC.
- i) The Contractor shall handover vacant and peaceful possession of the space given to the them, immediately after contract period.

**4. GENERAL OBLIGATIONS OF THE CONTRACTOR**

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. The employees of the Contractor shall not collect payment from the property owners for the service provided in the Project Area.
- c. The employees of the Contractor should behave respectfully with the Tax payers/citizens.
- d. The Contractor shall be solely responsible for the security of his personnel machinery and equipment deployed for the work.

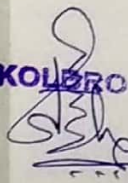
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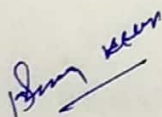
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- e. The Contractor shall be responsible for the payment to his staff as per the provisions of prevailing laws. The Contractor shall provide the details of staff to be deployed for conducting the work as specified in the Tender Document to the Corporation.
- f. The Contractor shall give identity card to his field staff during survey of the properties.
- g. Not to sub-contract any part or whole of its obligations without express approval from the Corporation.
- h. Ensures that even in the strike/ labour disruption of worker, the Contractor shall be liable to carry out the work as set out in the scope of work.
- i. 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;
- j. 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.
- k. pay all taxes, duties and outgoings relating to the said work. Being composite supply of goods and services in which the value of supply of goods is not constituting more than 25% of the total contract value hence Good and Service Tax is not applicable to the present contract as per the notification No.2/2018 of Central Tax (Rate) dated 25/01/2018.
- l. Shall be liable to comply all terms and conditions as specifically set out in the Tender Document.
- m. Loss of life or wealth shall be responsibility of Contractor.
- n. All claims, damages, compensations arising out any accident/mishap, the Contractor shall be liable for the same.

  
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Proprietor





## 5. OBLIGATIONS OF THE MUNICIPAL CORPORATION

MUNICIPAL CORPORATION shall:

- a. Where appropriate provide necessary assistance to the Contractor in securing Applicable Permits.
- b. To carry out the entire work, the Corporation will provide assistance of Ward Inspector for showing ward boundary and if any other issues during the survey.
- c. Corporation will also publish the news of ongoing property tax survey time to time in the cable network/newspaper/hoardings.
- d. It will be the responsibility of Mira Bhaindar Municipal Corporation to give the timely approval to the work submitted by the contractor.
- e. observe and comply with all its obligations set forth in this Agreement.
- f. Resolve disputes, if any, between the Contractor and the owner of the property through amicable means.
- g. That the Contractor will abide by general, special law, acts, ordinances rules & regulations of the Corporation, District, State & Central Govt. that may effect the work & its performance.
- h. Immediately on acceptance of the contract, the Contractors shall draw up a time schedule (indicating the period of each stage) in accordance with the stipulated milestones. Methodology of work shall also be prepared and submitted for approval of Hon'ble Municipal Commissioner, MBMC
- i. The Authorised signatory of Contractor shall visit the site personally from time to time and at least once in a week for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications/directions.
- j. The Corporation shall provide requisite facilities like space to set up the data centre for the team without any charges to perform the works as set out in the Scope of work. Adequate security to the personnel will be provided by the Corporation without cost if required during the execution of the survey work.
- k. The Contractors' shall be responsible to visit the office of the Tax Department of the Corporation as and when called for any clarifications.

  
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meetings etc. The Corporation shall intimate the contractors regarding such occasions in advance by means of Letter/ over telephone / e-mail etc.


1. The Corporation will provide existing data of properties to the Contractor for the analysis of property data.

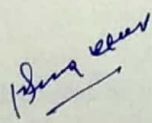
## 6. PAYMENT TERMS

- a. The approved rates for this work are as follows.

Sr. No	Name of Work	Unit	Amount (Per Property)
1.	Numbering of all properties, physical survey of all properties within municipal area limit, taking measurement of properties, drawing their diagrams, taking photographs, calculating their property tax on Ratable Value Taxation Method/ Capital Value Taxation Method. Assuring of taxation and if taxation not done then submit all document of concern property for taxation to MBMC as per scope of work & Providing GIS based (licensed) Software and Preparation of Database	Per property	Rs. 545/-
2.	Providing annual maintenance for the property tax department as generating and printing yearly tax bills, distributing bills, providing yearly tax bills distribution postings, printing demand register and assessment registers etc with pre-printing stationary for 5 years.	Per property per year till contract period	Rs. 145/-

- b. That the Contractor shall pay all such taxes, duties, fees excluding GST and other impositions as may be levied.
- c. 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 as described in the aforesaid table.
- d. Percentage of Payments for contracted work to be released will be as per following,

  
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Sr. No.	Work Description. In case of partial work proportionate payment against the concerned task will be made.	Payment in % of rate fixed as per unit	Cumulative Percentage	Submission period in Months from Work Order
1.	Monthly payment proportionate with the number of properties surveyed in that month.	60%	60%	As per time schedule mentioned in tender
2.	Proportionate monthly payment for data entry of properties entered in the software. After analysis of data. After submission of GIS map.	30%	90%	
3.	After compliance of discrepancies by Contractor identified by MBMC during Tax Assessment process of properties Discrepancies to be resolved by Contractor & Tax Dept. within 2 months of period.	10%	100%	
4.	From every bill 3% amount will be deducted as performance guarantee and will released closure of survey process.			

e. The Contractor cannot claim charges for the additional construction found during survey in the existing structure/building. That the contractor shall submit the invoice of completed work on 10<sup>th</sup> day of every month along with the compliance certificate by concerned Ward Inspector/ Ward Incharge/Deputy Tax Assessor & Collector/Tax Assessor & Collector. The Contractor shall submit declarations along with the bill for having fulfilled the conditions of contract 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. Efforts will be made by the Corporation for release of payment on or before 30<sup>th</sup> of every month as per the above table depending on availability of funds. 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.

Sr. No.	Milestone	Payment in % of rate fixed as per unit	Cumulative Percentage
1.	Printing of closing Register	20%	20%
2.	Generating & Printing of Property Tax Bills with pre printing stationery & Distributing of Property Tax Bills	40%	60%
3.	Printing Demand & Assessment register	30%	90%
4.	Printing and distribution of notices	10%	100%
5.	From every bill 3% amount will be deducted as performance guarantee and will be released after 31 <sup>st</sup> March of every year.		

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*Signature*

- f. All payments to the Contractor shall be made by way of account payee cheque drawn in favour of the Contractor.

## 7. CONTRACT PERIOD

The work is to be completed in all respects as per the table below (A) per Tender document point no. 15.2)

### Schedule A for Survey project


Sr. No.	Milestone	Prescribed time limit	Cumulative from date of work order
1.	Preparation, mobility of staff members, set up of data centres and other required arrangements to be made to commence the work.	1 Month	1 Month
2.	Physical Survey of properties.	6 Months	7 Months
3.	Analysis of property data.	1 Months	8 Months
4.	Preparation of Assessment Register and notice generation	1 Month	9 Months

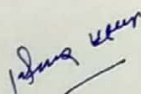
### Schedule B for Printing & maintenance

Sr. No.	Milestone	Prescribed time limit
1.	Printing of closing Register	Month of April in every year
2.	Generating & Printing of Property Tax Bills with pre printing stationery & Distributing of Property Tax Bills	Before 30 <sup>th</sup> June in every year
3.	Printing Demand & Assessment register	Month of July in every year

The aforesaid prescribed time limit may be extended by the Commissioner on the ground of sufficient reasons of unforeseen circumstances. In case of political hindrances beyond the control of contractor, the contractor shall not be held responsible for the delay and/ or force major circumstances. However if the delay in prescribed time limit is due to contractor's fault then fine of Rs. 2,50,000/- (in words Two lakh fifty thousand) per week for delayed period.

The period of maintenance (as specifically set out in clause 3(C) of the present agreement) shall be for the period of five years commencing after the completion of survey of the property and analysis of data of survey i.e. from month of April year 2020 during which the Contractor is authorized for the scope of work as set out in detailed in accordance with the provisions

  
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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 after the expiration of contract period in certain circumstances by the Corporation for the rate of contract value as mentioned in this Agreement.

## **8. PERFORMANCE SECURITY**

- a) The Contractor has deposited the Bank Guarantee of Rs. 43,60,000/- (Rupees Forty Three lakhs sixty thousand only) towards Security Deposit at the rate of 2% of accepted tender cost having Bank Guarantee No. 013819IGFIN0001 of Dena Bank validity : 24/08/2019 renewable up to completion of survey work for the work of carrying out door to door GIS based numbering of properties, property survey for physical collection of data, computerization of data for assessment of taxes, verification of properties and available services in Municipal Limits of Mira Bhaindar Municipal Corporation.
- b) The Corporation shall be entitle to deduct further Security Deposit at the rate of 3% of Running Account Bill to be submitted to the Corporation for the work of carrying out door to door GIS based numbering of properties, property survey for physical collection of data, computerization of data for assessment of taxes, verification of properties and available services in Municipal Limits of Mira Bhaindar Municipal Corporation..
- c) The Security deposit submitted by the Contractor through Bank Guarantee as well as deducted through Running Account Bill shall be refunded after one year from the completion of survey work. 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.
- d) The Contractor has submitted the Bank Guarantee of Rs. 11,60,000/- (Rupees Eleven lakhs sixty thousand only) (Bank Guarantee No. 013819IGFIN0002 of Dena Bank validity: 24/02/2020 renewable every year) for the work of providing annual maintenance for property tax department for 5 years as generating and printing yearly tax bills, distributing bills, providing yearly tax collection postings, printing demand register and assessment registers etc with pre printed stationary.

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Proprietor

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- e) The Corporation shall be entitle to deduct Performance Security Deposit at the rate of 3% of Running Account Bill to be submitted to the Corporation for the maintenance period.
- f) The said Performance Security deposit deducted in a financial year shall be refunded to the Contractor after one year from the completion of that financial year.
- g) The Corporation shall be entitle to forfeit the part of the bank guarantee towards the fulfilment of claim if any. Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the Performance Security 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.
- h) No interest is payable to the Contractor on the Performance Security as well as on the Initial and Further Security Deposit.

#### 9. RISKS AND COVERAGE


The Contractors(s) shall take out and maintain at their own cost but on the terms and conditions approved by the Corporation against the risk and for their coverage on account of:

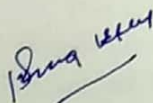
- i) Professional liability
- ii) Employers' liability and workers' compensation insurance of the personnel of contractors.
- iii) Insurance against loss or damage to
- iv) Equipments purchased in whole/ part with funds provided under the contract.
- v) Contractors property used in performance of work
- vi) Any documents prepared by Contractors in the performance of work

#### 10. 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;

  
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- (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.

## 11. FORCE MAJEURE

### 11.1 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

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*[Signature]*

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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.

*[Signature]*

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.

## **12. EVENT OF DEFAULT AND TERMINATION**

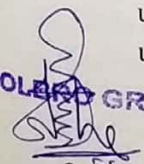
### **12.1 Event of Default**

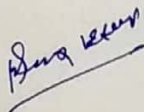
Event of Default means either Contractor's Event of Default or MUNICIPAL CORPORATION Event of Default or both as the context may admit or require.

#### **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 any of the work as set out in Clause 3 of the Agreement as per the Milestone Plan, except where performance has been prevented by a Force Majeure Event;
- ii. The Contractor has failed to provide deliverables as stated in clause 3 of the present Agreement.
- iii. 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;
- iv. Penalty amounts as payable by the Contractor is equal to or greater than 5% of the Contract Value;
- 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 unconditionally assumed all surviving obligations of the Contractor under this Agreement.

  
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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;

**(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) Delay in giving timely approvals

**13. PENALTIES**

In case of a Contractor's event of default or non-performance of its obligation, the Contractor shall pay to the MUNICIPAL CORPORATION penalty amount as set out in Point no. "7".

**14. 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 (7) 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 7 days, Corporation shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

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- (iii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have further period of 15 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 and to appropriate the Performance Security.

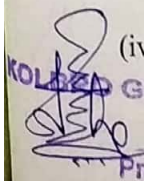
**(b) TERMINATION FOR CORPORATION EVENT OF DEFAULT**

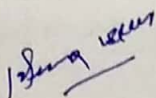
- (i) Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of Corporation Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Contractor decides 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 from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof and;
- (iv) any other relevant information.

  
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- (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 security shall be forfeited.

**15. DISPUTE 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), 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.
- (c) 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.

**16. 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.

**17. 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.

**18. "MODIFICATION"**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the work, may only be made by written agreement between the Parties. If there is any increase in the scope of work for the contractor due to modifications in the terms and conditions of scope of work then the compensation for additional scope of work will be negotiated and finalized by mutual agreement.

However, each party shall give due consideration to any proposals for modification made by the other Party.

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19. **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.

20. **INTENT AND EFFECT**

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

21. **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.

22. **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.

23. **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 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.

24. **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.

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Proprietor

*[Handwritten signature]*



**25. COUNTERPARTS**

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

**26. 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, 2<sup>nd</sup> floor,  
Chhatrapati Shivaji Maharaj Marg,  
Bhayander (West), Dist.Thane – 401101.

To the Contractor at:  
M/s. Kolbro Group  
Plot No.170, House NO.356,  
Lendra Park, New Ramdaspath,  
Nagpur - 440 025

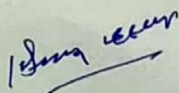
**27. CONFIDENTIALITY**

MBMC and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

MBMC shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from MBMC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

  
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**28.** The Contractor shall be responsible for the payment of appropriate Stamp duty on this Agreement as per Maharashtra Stamp Act.

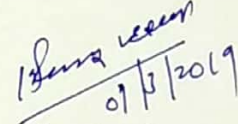


29. The complete Tender document, annexures to the said Tender Document and to this Agreement are to be considered part and parcel of this Agreement. Minutes of the pre-bid meeting standard set of deviations/corrigendum, and instructions issued by MBMC and any other communications issued prior to signing of the agreement shall also be considered part and parcel of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS TO THE DATE FIRST ABOVE WRITTEN

**SIGNED SEALED AND DELIVERED**

For and on behalf of THE MUNICIPAL CORPORATION by

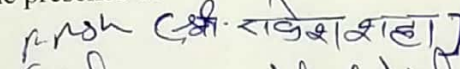
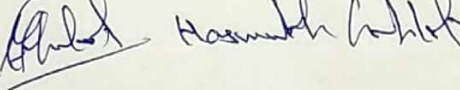
  
(Signature)  
(Vijaykumar Mhasal)  
(Dy. Commissioner)  
नपायुक्त (मुख्यालय)  
महाराष्ट्र भाईंदर महानगरपालिका

**SIGNED SEALED AND DELIVERED**

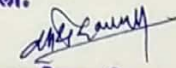
For and on behalf of the service provider by

  
**KOLBRO GROUP**  
Proprietor  
(Signature)  
(Prakash Kolhe)  
(M/s. Kolbro Group)

In the presence of

- 1) 
- 2) 

सन २०१८.१२/ करारनामा रेबिस्ट  
अनु. क्र. ४५८ दि. १३/१२/२०१८  
नोंद करणेत घाली.

  
महानगरपालिका सचिव  
महाराष्ट्र भाईंदर महानगरपालिका