



महाराष्ट्र MAHARASHTRA

2021 13 OCT 2021

BF 874983



### AGREEMENT OF AGENCY

This Agreement is made on this the 30 day of December of the year 2021, at Bhainder,  
Dist. Thane

Between

Mira-Bhainder Municipal Corporation, having its Office at Late Indira Gandhi Bhavan,  
Chhatrapati Shivaji Maharaj Marg, Bhainder (W), Maharashtra – 401 101, through its Deputy  
Commissioner (License), (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.

*[Handwritten signatures]*

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महाराष्ट्र MAHARASHTRA

2021

3 OCT 2021



BF 874986



AND

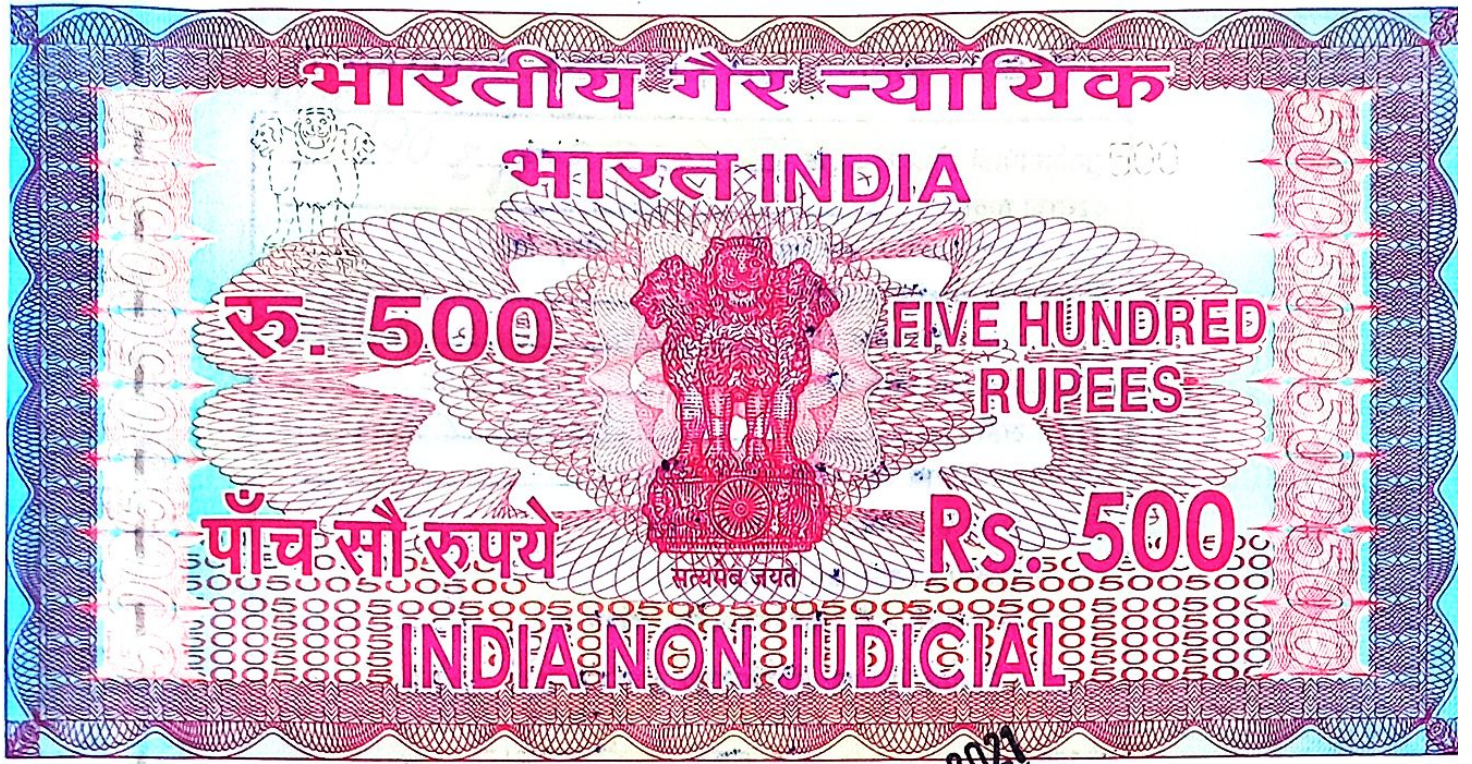
Sevadal Nagri Seva Sahakari Sanstha Maryadit having its office at 6/13, Shree Sahyadri CHS., Kalwa, Thane -400605, through its authorised signatory Mrs. Renuka Dhananjay Malvade (hereinafter called "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of CONTRACTOR) of the Second Part.

WHEREAS as per the provisions of Section 313, 376 and 386 of Maharashtra Municipal Corporation Act, no person shall carry any business or trade/manufacturing etc. without obtaining license or written permission from the Commissioner of the Corporation.







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AND WHEREAS the Corporation decided to entrust the work related to the license to be issued to any person who carries commercial business/trade/manufacturing etc. within the jurisdiction of the Mira-Bhander Municipal Corporation (hereinafter referred to as "the said jurisdiction") to the eligible contractor as per the approval given by the General Body through resolution No -93 dated on 07/12/2021

WHEREAS the Corporation invited competitive proposals from eligible bidders vide Tender Notice dated 06/08/2021 for the work of agency for doing work related to the license to be issued to the person who carries commercial business/trade/manufacturing etc. within the jurisdiction of the Mira-Bhander Municipal Corporation (hereinafter referred to as "the said work") published in Daily Newspaper "Kokan Sakal" and "Suraj Prakash" and as well as on the website of the Corporation and in response thereto, the CORPORATION received proposals from several bidders including the Contractor for implementing the said work.

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जिल्हा कोषागार कार्यालय, ठाणे  
- 3 OCT 2021  
मुद्रांक प्रमुख लिपीक / लिपीक

WHEREAS the Corporation through its Standing Committee vide its resolution No. 93 dated 07/12/2021 had resolved to accept the 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.

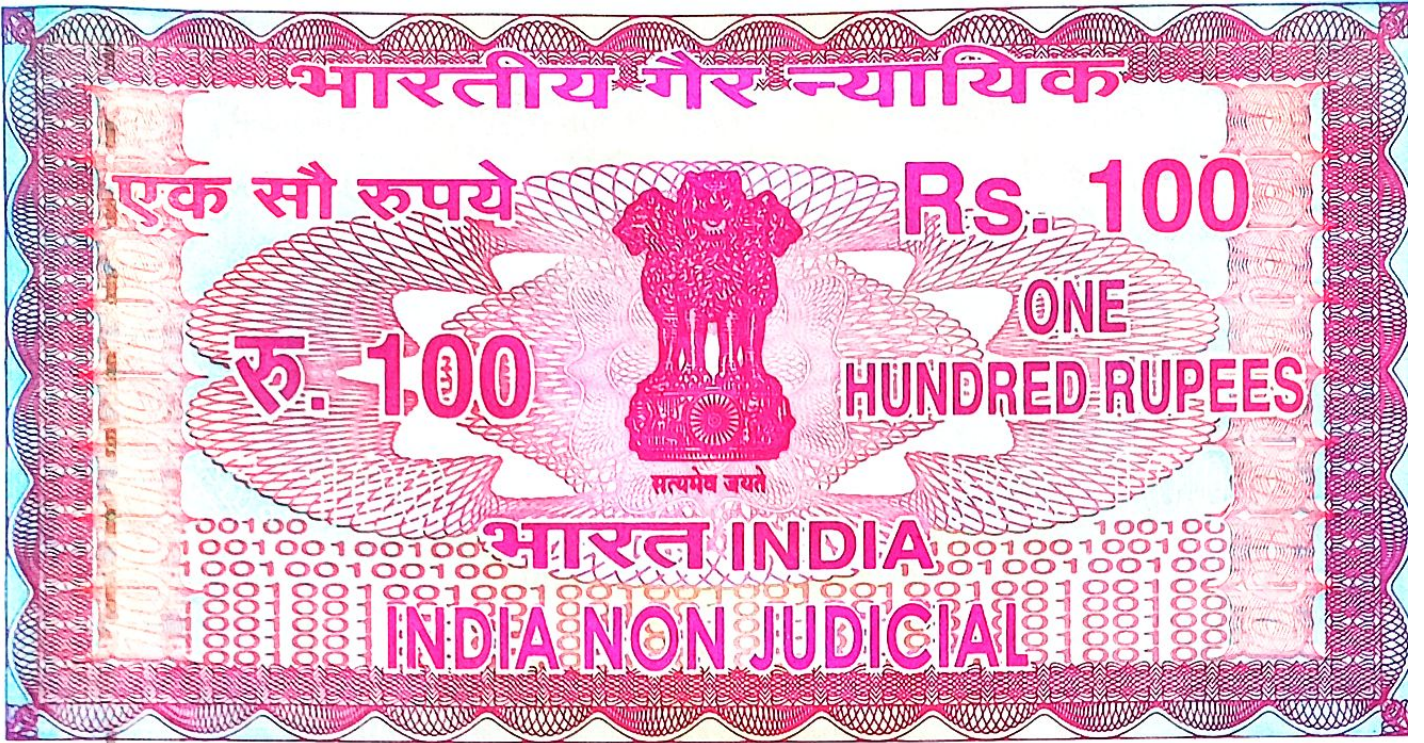
WHEREAS Corporation hereby grants and authorizes the Contractor to implement the said work in accordance with the terms and conditions of this Agreement and also issued Acceptance letter on 14/10/2021.

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*[Handwritten signature]*

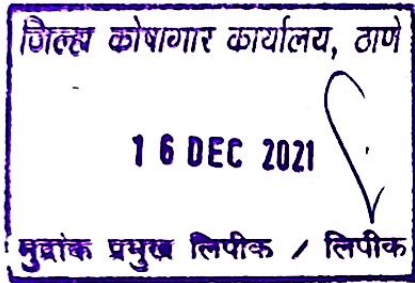




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AND WHEREAS the parties hereto are desirous of recording terms and condition agreed by the parties hereto and as hereinafter appearing.

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

A. **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 do the work of the Licensing and other related work as described in the Scope of Work.



- b) The Scope of Work provided by CONTRACTOR in its proposal shall be considered as part and parcel of this Agreement. Similarly, Annexure "A" attached to this Agreement is the scope of the work expected by the Corporation to be carried out by CONTRACTOR.

**B. CONTRACT PERIOD**

The Contract hereby granted is for the period of 3 years (Three Years) from the date of the work order issued by the Corporation and till the completion of period of contract. Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the date of work order 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.

**C. 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. Comply with Applicable Laws at all times during the period of this Agreement.
- c. 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;
- d. 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.

- e. shall be liable to comply all terms and conditions as specifically set out in the Tender Document.
- f. shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Contract Period all insurances in respect of the persons deployed by the Contractor in accordance with the Good Industry Practice.
- g. Loss of life or wealth shall be responsibility of Contractor.
- h. shall not during the term of this contract disclose any proprietary or confidential information relating to the project without prior written consent of the Corporation.
- i. Shall provide the equipments and/or any required stationary to the person deployed by the Contractor.
- j. Provide supervision of the work by the Contractor
- k. The Contractor shall submit monthly progress report to the Corporation.
- l. the Contractor shall attend progress review meeting at intervals decided by the Corporation.
- m. The Contractor shall not accept any additional amount from the applicant/person except the license fee fixed by the Corporation.
- n. The Contractor shall be liable to pay all Taxes including Service Tax, Income Tax, Duties, (if applicable) and any Statutory Levies or Duties by State or Central Government or local authority as may be applicable from time to time. The Contractor shall submit the documents of payment of all taxes alongwith their bills to the Corporation.
- o. Contractor shall nominate one person as Coordinator who will function as the Nodal Officer for this project and be a single-point contact with Contractor and Corporation. The Contractor shall inform the name and





contact number of the appointed Nodal Officer to the concerned Officer of the Corporation.

- p. Any communication issued by the Coordinator will be deemed to have been issued by Contractor and will be considered to have the necessary authority of Contractor.
- q. The CONTRACTOR shall provide software at their own cost. The Contractor shall properly function and maintain the working of application software. The Contractor shall immediately resolve the defect/issue regarding the proper functioning of application software at their own cost. If the Contractor fails to resolve the defect/issue if any, the Contractor shall be liable to pay the **penalty of Rs.100 per day** till the defect/issue is being resolved.
- r. The Contractor shall also provide backup solution of the data of the application software at their own cost during the contract period .
- s. The databases will be owned by CORPORATION. CORPORATION will be the owner of all data, and transactions in any form kept at the CFC or its computer setup, i.e. in electronic form of \ or physical form such as paper etc.
- t. The Contractor shall be responsible for the security of the database related with the present software during contract period.
- u. **To conduct the survey of the establishments/shops/galas within the jurisdiction of the Corporation for the submission of proposal of issuance of license.** It shall not be responsibility of the Corporation to conduct the survey of **the establishments/shops/galas within the jurisdiction of the Corporation**

D. **OBLIGATION OF THE CORPORATION**

The Corporation shall use its best efforts to ensure that they shall provide the Contractor and its personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable them to perform the service.

*M/S*

*1*  
*Consul*

*B. Wade*



**E. PERFORMANCE SECURITY**



a. The Contractor for due and punctual performance of its obligations relating to the said work, shall deposit the Performance Security of Rs.5 lakhs with the Corporation. Initially the Contractor shall deposit the Performance Security of Rs.2.5 lakhs i.e. 50% of total Performance Security in the form of Bank Guarantee of the Nationalised or Schedule Bank in the name of the Corporation. The said Performance Security to be deposited by the Contractor within 10 days of the execution of this Agreement. The balance 50% amount of Performance Security i.e. Rs.2.5 lakhs will be deducted from the monthly payment of the bills of the Contractor.

b. No interest is payable to the Contractor on the Performance Security. The Performance Security deposit submitted by the Contractor shall remain valid till the contract period and three months from the expiry of contract period. Provided that if the Agreement is terminated due to any event other than 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.

**F. 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:

- a) Force Majeure Event;
- b) 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;
- c) Closure of the said work or part thereof with the approval of the Corporation.





G. **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, pandemic, 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.





## H. PAYMENT OF SERVICE FEE

- 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 CORPORATION agrees and undertakes to pay to the Contractor a service fee only after the issuance of license as described in the Schedule "B" of this Agreement as per the price as follows:

s.r.no	Rate as per carpet area of each premises used for commercial purpose	Contract Price (As Per Mentioned In Tender) which are inclusive of all taxes
1.	1-250 Sq.ft.	Rs. 200 /-
2.	251-2500 Sq.ft	Rs. 215 /-
3.	2501 Sq.ft. To as above..	Rs. 240 /-
4.	Renewal of license per year per establishment	Rs. 100 /-

- b. The Contractor shall be required to submit bills by concerned personnel upon completion of its activities as defined in the detailed scope of work as described in the Annexure "A" of this Agreement. CORPORATION upon verification of the same shall release payments within 15 days to the Contractor after taking into account any deductions /fine/penalties imposed by the CORPORATION. The concern Officer of Licence Department shall verify The relevant Document from the Concern Ward Officer Before Making The Payment.
- c. All payments to the Contractor shall be made by way of account payee cheque drawn in favour of the Contractor, and payable at Mira Bhayander.
- d. **If on submission of the proposal for grant of license for 3 years of each establishment by the Contractor, the Corporation will consider first year of license as new proposal of license, second and third year of license will be considered as renewal of license and the payment will be done to the Contractor as per the abovementioned Schedule.**

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



- e. The contractor Will be entitled for the payment only on the submission of proof of survey and issuance of notice to each establishment to whom corporation has issued licence.

**I. 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 the performance as per the terms and conditions of the Agreement, except where performance has been prevented by a Force Majeure Event;
- ii. Failure to follow any of the Govt. and Corporation's orders, rules, laws etc. which are in force today or in future.
- iii. The Contractor fails to perform the obligations as specifically defined in the Scope of Work which is attached herewith as Annexure - A.
- iv. 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. Payment within 10 days after submission of bills.
- ii. To issue License within 07 days after submission of survey papers.
- iii. Corporation has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

**J. PENALTIES**

The Contractor shall finalise and submit 2000 files alongwith relevant <sup>survey</sup> papers for issuing license every month (calendar wise) to the Corporation failing which Rs.10,000/- per month penalty will be charged upon the Contractor.

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*[Handwritten signature]*

*[Handwritten signature]*



## K. TERMINATION DUE TO EVENT OF DEFAULT

### (a) TERMINATION FOR CONTRACTORS EVENT OF DEFAULT

a) 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.

b) 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 15 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 15 days, Corporation shall be entitled to terminate this Agreement by issuing 15 days Notice, and to appropriate the Performance Security **(fully/partly)**.

c) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have further period of 07 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 **(fully/partly)**.

## L. 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, the aggrieved party may approach to the Civil Court.

**M.** clause deleted

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.





**S. 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.

**T. 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:**

Mrs.Renuka Dhananjay Malvade.  
Sevadal Nagri Seva Sahakari Sanstha Maryadit  
having its office at 6/13, Shree Sahyadri Chs. Kalwa west,thane -400605,

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.

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









V. The terms and conditions of the Tender documents, annexures to the said Tender Document and to this Agreement, any correspondence between the parties, are to 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)**

\_\_\_\_\_ )

**Dy. Commissioner (License)** )

**Withinamed in the presence of** )

*dmr*

**SIGNED SEALED AND DELIVERED** )

**For and on behalf of THE CONTRACTOR )**

**M/S Sevadal Nagri Seva Sahakari Sanstha Maryadit )**

**By Authorized signatory (Mrs.Renuka Dhananjay Malvade)** )

*Renuka Malvade*

**Withinamed in the presence of** )

1) श्री. प्रविणामिरचपवार.

*Renuka*

2) श्री. ललित शम शवस.

*laxmi*

**Witness:**

1)

*श्री. मनोज दुवे*  
(स्थायी समिती सदस्य)

सन २०११/२२/ करारनामा रजिस्ट्र.  
अनु. क्र. २०६ दि. ११/१२/२२ अन्वये  
नोंद करणेत आली.

2)

*श्री. जयेश शर्कर.*  
(स्थायी समिती सदस्य)

*allwade*  
महापालिका सचिव  
मिरा-भांडेर महानगरपालिका



## SCHEDULE 'B'

The Licencing Work charges per project shall be made as follows:

SN	Particulars	Payment in %
I	<b>Number of license issued to each establishments/shops every month</b>	100 % after deduction of penalties (if any) and taxes

3/5/20

3/5/20

3/5/20