



دي نوجيون ڪو آپريٽو بينڪ لميٽيڊ (Customer's Copy)

### The Nav Jeevan Co-op. Bank Ltd.

Bhawari Saw Mills Compound, Furniture Bazar, Ulhasnagar - 421003. Tel: 8275093806  
email: navjeevanbank@gmail.com Tel: 2707291, 2707391 (Franking Dept: 7350814984)

Date: 6/5/13	Sr. No. 23354
Franking Value	Rs. 5,00,000
Service Charges Rs. 10/- per document	Rs. 10
Total Amount	Rs. 5,00,010-
Rupees (in words)	Five lakhs
	Only
No. of Documents	1 (one)
Name of stamp duty paying party:	Konark
	Enviro Project Pvt Ltd.
PAN No.	
Name of Counter Party	Ulhasnagar Municipal
Purpose of Transaction	Agreement
Cheque / DD No.	146768
Drawn on Bank	NJCB
Branch	UNR-3
<p><b>Declaration</b> I/We hereby apply for the stamping of the above documents &amp; declare that the information provided by me in this application form is true &amp; correct. I/We accept that The Nav Jeevan Co-op. Bank Ltd. is entitled at its discretion to accept or reject this application without assigning any reason whatsoever. I/We have confirmed the amount to be franked &amp; am solely &amp; fully responsible for the stamp value. I/We will not hold the Bank responsible if the value of stamp franked turns out to be incorrect. I/We agree to submit the original franked document if the impression is distorted incorrectly franked. I/We agree &amp; accept to pay a service charge of Rs. 10/- per impression to the Bank over &amp; above the amount of stamp.</p>	
Name of Purchaser	
Address	
Tel. No.	Signature of Customer
(For Bank's Use Only)	
Franking Sr. No.	37103
Cashier / Officer	Authorized Signatory



For KONARK ENVIRO PROJECT PVT. LTD.

DIRECTOR/AUTHORIZED SIGNATORY

6/5/13  
उप-आयुक्त (आरोग्य)  
उल्हासनगर महानगरपालिका



M/s. Konark Bank  
under the provision  
of the contract  
No. 16/2013  
dated 09/02/2013

For The New Jeevan Co-Op. Bank Ltd.

Authorised Signatory

Tender No. 16

Dated: 09/02/2013

Standing Committee Resolution No. 62

Dated : 25/03/2013

Contract for the work of collection & transportation of solid waste generated from Street sweeping, community bins and door to door collection for the period of 8 years on outsource basis.

THE NAVJEEVAN CO-OP BANK LTD  
BHAWANI SAW MILLS COMPOUND  
1ST FLOOR NEAR NEW ERA HIGH SCHOOL  
ULHASNAGAR - 421 003  
D-5/STP/M/C.R.1071/01/01/05-789/2007

भारत 37107  
127760  
R. 0500000/- PB6506  
INDIA  
STAMP DUTY MAHARASHTRA  
SPECIAL  
ADHESIVE  
MAY 06 2013  
14:40

CONTRACT AGREEMENT

made this 6<sup>th</sup> day of Two Thousand Thirteen

June 2013

BETWEEN

For KONARK ENVIRO PROJECT PVT. LTD.

DIRECTOR/AUTHORIZED SIGNATORY

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M/s. Konark Enviro Project Pvt. Ltd., a Pvt. Ltd. Company, incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, Konark Plaza, Sapna Talkies, Near Sapna Garden, Ulhasnagar – 421 003, Dist. Thane, Maharashtra, and bearing registration No. U74900PN2013PTC146959 through its Director, Shri. Nand R. Jethani and on behalf of themselves, their heirs, executors, administrators and assignees (“thereinafter called the Contractor”) of the one part and Shri Devidas Pawar, The Deputy Municipal Commissioner (PHD), Ulhasnagar Municipal Corporation, in which expression are included unless such inclusion is inconsistent with the context or meaning thereof, include “The Deputy Municipal Commissioner (PHD) Ulhasnagar Municipal Corporation his successor or Successors for the time being holding, the office of the Deputy Municipal Commissioner (PHD) of the Second Part and the Municipal Commissioner of Ulhasnagar Municipal Corporation (herein called the Corporation) of the third part,

“WHEREAS” The Municipal Commissioner for Ulhasnagar has deputed under BPMC/MMC Act the Ulhasnagar Municipal Commissioner Act his powers under the provisions of the Ulhasnagar Municipal Commissioner Act to the Deputy Municipal Commissioner (I) and WHEREAS the Commissioner, in pursuance of the powers vested in him as such Municipal Commissioner, by the Ulhasnagar Municipal Commissioner Act and in accordance with the provisions of the said Act, recently advertised notice inviting Tenders for the execution of the work as mentioned above AND WHEREAS the Contractors tendered for the same and their Tender was accepted by the Commissioner on the terms and conditions hereafter specified. AND WHEREAS by way of deposit of the sum of Rs. 6,52,19,040/- (Rupees Six Crores Fifty Two Lacs Nineteen Thousand Forty Only); as security for the due and faithful performance by the contractors of this contract, the said contractor’s have delivered to the Commissioner the General Undertaking and Guarantee of Rs. 6,52,19,040/-, issued by Dena Bank from the said contractors for payment inter-alia of the said an amount. NOW THESE PRESENTS WITNESS, and it is hereby agreed and declared between and by the parties thereto as follows: -

**First** - That this contract shall be deemed to have commenced as from the 6<sup>th</sup> Day of June Two Thousand Thirteen and shall continue in force (unless previously determined by the Commissioner as herein after mentioned) until the

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day of Two Thousand and 5<sup>th</sup> day of December Two Thousand and Twenty One.

**Second** - If from any cause whatever the contractor shall in the opinion of the Engineer/Chief Sanitary Inspector has / have been unduly delayed or defaulted in the completion of works of this contract, it shall be lawful for the Engineer/Chief Sanitary Inspector with the approval of the Commissioner, if he shall so think fit, to grant from time to time and times by a writing under this hand, such extension of time either prospectively or retrospectively, and to assign such other days or day for completion as may seem reasonable to him without thereby prejudicing or in any manner affecting the validity of this contract or the adequacy of the sums or prices therein mentioned and it shall be within the discretion of the Dy. Municipal Commissioner with the approval of the Municipal Commissioner to decide whether or not or to what extent, any and every such extension of time shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual and probable loss or injury sustained or sustainable by the Contractor, in the premises. Any extension of time so granted by the DMC shall be held to supersede and substituted for the period specified in the First Clause.

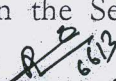
**Third** - That the Contractors shall carry out the work as aforesaid within Six Months from the date of receipt by them of an order from the DMC or by any other officers authorities by him that behalf.

**Fourth** - That the Contractors shall during the continuance of this contract, from time to time and at all times as and when the same shall be required by the Dy. Municipal Commissioner (PHD) for the time being hereinafter call the DMC forthwith execute and do or cause to be executed and done, according to the direction and to the entire satisfaction of the DMC or other officer of the Corporation authorized on their behalf any or alt the work or works comprised in this contract which the contractors may be called upon to do.

**Fifth** - That all such works as aforesaid shall be executed by the contractor's at the rates specified in the schedules of prices hereunto annexed, i.e. Annexure-I.

**Sixth** - That the contractor shall provide at their own expenses all labour, material implements and machinery necessary and proper for the due performance of the said work and as has been stated in the Section 4 :

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Technical specifications (Scope of work, Statutory Laws, rules and regulations applicable, the work specification of the Project/work) specifications given in respect of the Vehicles and compactors) that the workmanship shall be of the best description and the persons employed by the contractor and about such work shall be competent and fit for the due execution thereof.

**Seventh** - That all material, implements or machinery which may be condemned or rejected by the DMC or other officer as aforesaid shall be removed by the contractor at their own expenses and replaced/repared with others of approved quality within twenty four hours after the receipt by them of a notice to that effect, signed by the DMC or other officer as aforesaid.

**Eighth** - That all such works as is not in accordance / with the directions of the DMC or other officer as above said or is composed of materials disapproved by him or the workmanship whereof disapproved by him, shall be taken down and removed by the contractors at their own risk and expense, within twenty four hours and after receipt by them of a notice to that effect signed by the DMC or other officer aforesaid and in default of their taking down or removing the same, the DMC or the other officer shall cause the work to be executed by any person and the cost and expense thereby incurred shall be charged to the contractors.

**Ninth** - That all orders of the DMC or other office as aforesaid for the execution of work shall be promptly attended to and executed by the contractor and that in case of failure or delay on the part of the contractors in attending to or executing the same with due or diligence of the opinion of the DMC or other officer as aforesaid, the DMC or such other officer shall be at liberty to cause such work to be executed by any other person or persons at such rates and prices as the DMC or other officer aforesaid may think proper and the cost thereof and all expenses incurred thereby shall be charged to the contractor.

**Explanation-** The works "all expenses incurred thereby" shall include minimum additional charges of 5 percent in all cases of default which may be raised to a maximum of 15 percent in special cases at the discretion of the Municipal Commissioner.

**And** ... (unless the same shall have been previously determined by the Commissioner as herein before provided ) except only as to the rights and

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remedies of the parties hereto in respect of any clause or condition herein contained which may have been broken or not performed.



**Tenth** - Every receipt for money which may become payable or for any security which may become transferable to the contractor under these presents shall, if signed in the partnership name by any one of the contractors be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractor, during the pendency of this contract, it is hereby expressly agreed that every receipt by any of the surviving contractor shall if so signed as aforesaid, be a good and sufficient discharges as aforesaid PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim.

**Eleventh** — should any work or works under this contract be necessary or desirable to performed or executed for which rates are not quoted in the schedule aforesaid, the price for such work or works shall be fixed in writing between the DMC or other authorized officer as aforesaid and the contractor with the sanction of the Commissioner before the commencement of such work or works. In case of their not being able to agree upon the price of any such work or works, the matter shall be referred to the Commissioner whose decision shall be final and binding upon all parties.

**Twelfth** — That the Contractor shall on or before the eight day of every month present to the respective department their bills in triplicate for all works carried out by them under this contract during the preceding month for regular quantity of vehicles and in case of bills for any additional quantity of vehicles, with proper sanction, the contractor shall submit separate bill after satisfactorily completion of work, on forms approved of by the DMC (SWM) of the Municipal Commissioner of Ulhasnagar along with the original indent and shall on or before the twelfth day of every month furnish to the said DMC (SWM) a summary of all the bills which the Contractor have so presented to the different departments, failing which the contractors' will be subject a penalty of Rs. Five for each original bill in respect of which there shall have been delay in rendering the same to the Department to which it is chargeable or respect which there shall have been delay in supplying the summary to the DMC (SWM) Projects.

**Thirteenth** — That in case of failure on the part of the contractor at any time during the continuance of their contract to comply with any of the conditions

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herein contained, or in case of any breach whatsoever, a portion of this contract, the Commissioner shall be at liberty (1) absolutely to determine the same by giving to the Contractor one month's previous notice in writing of his intention so to do in which case the contractor shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description of the contract which the Corporation may sustain in consequence of such failure or breach or determination of the contract and without prejudice to the generality of the foregoing the said sum of Rs. 6,52,19,040/-, deposited as aforesaid shall be absolutely forfeited to the Corporation, as liquidated damage for such failure or breach or determination of this contract and or (2) to inflict on the contractor fine as mentioned in **Annexure II** for every such failure or neglect or disobedience of orders, such fine or fines being charged to the contractor in addition and without prejudice to the other rights of the Corporation under the contract.

**Fourteenth** - In the event of the security deposit of Rs. 6,52,19,040/- having been made by the contractor delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor and the contractor under any of the provisions of the contract becoming subject to or liable for any penalty or damages forfeited as herein before mentioned then and in any such case the amount of any such a penalty or damages and the deposit so forfeited, if not previously paid to the commissioner, shall immediately on demand be paid by the said bankers to and may be forfeited by the Commissioner under and in terms of the said general Undertaking and guarantee. If no penalty or damage or forfeiture of deposit shall be exacted or claimable from or against the contractor under this contract, the contractor and the Bankers shall at the expiration of this contract, be freed and released from the obligation of the said General Undertaking and Guarantee in respect of this contract, without prejudice, however, to the continuing liability of the contractor and of the said bankers and the right of the Commissioner and / or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the contractors with the Commissioner and / or the Corporation.

**Fifteenth** - That these presented and every clause, matter and things herein contained shall cease and determine on the 6<sup>th</sup> day of June 2013 the Commissioner or Corporation may hereafter have against the legal representative of any Contractor so dying for or in respect of any breach of any of the condition hereof. PROVIDED ALSO that nothing in this clause

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contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor and of the legal representative of the deceased contractor interest.

**Sixteenth** - The contractor shall be responsible for all risk to the work, and shall make good at its own costs, all loss or damage, whether to the works themselves or to any other Municipal properties or to the lives, persons or property of others, from whatsoever cause arising out of or in connection with the work during their progress and in case the Commissioner shall be called upon to make good any such cost, loss or damages, the amount which he may be in respect thereof and the amount or any cost of charges including low costs and charges in connection with legal proceedings or otherwise, which he may incur In reference hereto, shall be charged to the contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage charging to the contractor, as aforesaid any sum or sums of money, which he may pay and any expenses, whether for reinstatement or otherwise, which he may incur in connection with the any such claim and the propriety of any such payment, defence or compromise shall not be called in question by the contractor.

**Seventeenth** - If the contractor shall duly and faithfully carry out the provisions of these presents and shall duly satisfy all claims properly chargeable against them hereunder the said sum of Rs. 6,52,19,040/- (if he made in cash or by the deposit of public securities) shall be returned to the contractor and any balance due to the contractor under these presents after crediting them with all sums retained under the Thirteenth Clause shall be at the same time be paid to them.

**Eighteenth** - All charges for the safe custody and withdrawal of and for the collection of interest on any securities deposited as security or purchased as hereinafter mentioned (though the Commissioner shall not be bound to collect any imparts) shall be paid by or charged to the contractor or shall be deducted out of any money that may be or become due to the contractor under these or any other contract between the contractor and the Commissioner and / or the said Corporation. The Commissioner shall not be bound to invest in public securities or otherwise any money in his hands in cash and belonging to the contractor on whatsoever account there under, but on the written application of the Contractor, he shall so invest such money so far as practicable ( as to which the Commissioner shall be the sole Judge) , and the contractor shall pay all

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charges for commission and brokerage incidental to the purchase, safe custody and withdrawal of such a securities and the collection of interest. No interest shall be payable by the Commissioner, any deposit, or other money belonging to the contractor on whatsoever account hereunder, which may be or remain in cash in the hands of the Commissioner. In the event of any of the securities held or deposited or purchased under the provision of this contract at any time being Government Promissory Notes, in respect of which any notification shall at any time be issued by the Government notifying that the same will be discharged unless the holder thereof shall consent to the interest due under the same being reduced, the Commissioner shall without the consent of the contractors being entitled to the Tender the said Government Promissory Notes for reduction of interest accordingly and shall not be liable to the Contractor any loss or diminution in value occasioned thereby and any bonus or commission which shall be paid by Government in respect of the Notes shall, for the purpose herein be deemed to be interest accrued due on the said securities.

**Nineteenth** - The Corporation shall have a lien on and over all or any money that may become due and payable to the contractor under these presents and / or also on and over all the deposit or security amount or amount made under his contract and which may become repayable to the Contractor under the condition in that behalf herein contained. For in respect of any debt or sum that may become due and payable to the Corporation by the contractor either alone or jointly with another or others and either under these or under any other Contractor transactions of any other nature whatsoever between the Corporation and the Contractor and also for in respect of any Municipal tax or taxes or other money which may become due and payable to the Corporation by the contractor either alone or jointly with another or others under the provisions of the Ulhasnagar Municipal Commissioner Act or any other statutory enactment or enactment in force in modification or substitution thereof and further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum of tax due by the Contractor the Corporation shall at all times be entitled to deduct the said debt or sum of tax due by the Contractor from the money security or deposit which may become payable or returnable to the contractor under these present. Provided, however, that nothing in this clause shall apply to any money due and payable by the Contractor in their capacity as a trustees either alone or jointly with others. The provision of this condition shall also apply and extend to the

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Banker's Guarantee, if any, given by the Contractor either in addition to or in substitution of the cash or security deposit to be made under his contract.

**Twentieth** - The Contractor shall not lend or borrow any money to and from any Municipal employee or enter with him directly or indirectly into any monetary transaction.

**Twenty first** - The contractor shall pay All costs, charges and expenses incurred about this contract, including stamp duty and all other disbursements.

**Twenty Second** - The quantities detailed in the schedule are approximate. If more or less quantities are actually required on the work, the contractor shall be paid for the same at the rates tendered by them in the schedule of rates. The work as actually carried out will be measured and paid for as per the General conditions of the contract.

**Twenty Third** - The word 'Municipal Commissioner' or 'Commissioner' wherever they occur in this Tender or in the contract shall be constructed to Deputy Municipal Commissioner (P.H.D.)

**Twenty Fourth** - Jurisdiction of Courts: In case of any claim, dispute or difference arising in respect of contract, the cause of action thereof shall be deemed to have arisen in Ulhasnagar and all legal proceedings in respect of any such a claim, dispute or difference shall be instituted in competent court of law within the City of Ulhasnagar only.

**Twenty fifth** - Payment : The payment of satisfactory work done will be made usually within 30 days from the receipt of the bill, subject to verification as per normal rules.


**Twenty Sixth** - The Terms and Conditions prescribed in the Tender Document, Corrigendum and subject to certain modifications mutually accepted in pre-bid meeting & Negotiations, General Body Resolution No. 49 dated 20/12/2012 and Standing Committee Resolution No. 62 dated 25/03/2013 and Letter of Acceptance are the part of this agreement & Contract.

For KONARKENVIRO PROJECT PVT. LTD.



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IN WITNESS WHEREOF THE COMMISSIONER has  set his hand, Contractor have their hereunto set their hands and the seal of the Corporation has been hereunto affixed.

**CONTRACTOR**

Signed and delivered by the contractor Trading under the Name & Style of M/s. Konark Enviro Project Pvt. Ltd. through its Authorised Signatory (authorized vide resolution dated 29 <sup>th</sup> April, 2013, of the Board of Directors of the company held on 29 <sup>th</sup> April, 2013.	
In the presence of witness below	Sign of the contractor & Seal
1 Anil Krishna Sunka Shiv Shakti Colony Road no 1 nr Kachamal Putha. Ulhasnagar 421003.	 For KONARK ENVIRO PROJECT PVT. LTD.
2 Anand Kanyala Motkarni 404 Silver Apt. Takeri Ulhasnagar. 421003.	 DIRECTOR/AUTHORIZED SIGNATORY





**MUNICIPAL COMMISSIONER OF ULHASNAGAR**

Signed by the Representative of MUNICIPAL COMMISSIONER OF ULHASNAGAR.

  
उप-आयुक्त (आरोग्य)  
Deputy Municipal Commissioner (PHD)



The common seal of the Municipal Commissioner of Ulhasnagar Affixed on the 5<sup>th</sup> day of June 2013 in the presence of

1.  2. 

Two members of the Standing Committee of Municipal Commissioner of Ulhasnagar

  
Municipal Secretary  
Ulhasnagar Municipal Corporation

  
For KONARK ENVIRO PROJECT PVT. LTD.  
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**ANNEXURE-I**

**SCHEDULE OF PRICES**



SR. NO.	TYPE OF VEHICLE	QUANTITY	RATE	
1.	10-11GVW 5 to 6 Cu.M. load body low loading height rear loading garbage collection compactor	8	11,150.00	89,200.00
2.	16 GVW 10 to 12 Cu.M. load body low loading height rear loading garbage collection compactor	8	16,990.00	1,35,920.00
3.	Dumper Placer Vehicle	8	8,350.00	66,800.00
4.	Tipper Vehicle	4	5,530.00	22,120.00
5.	Ringer Bell (Ghantagadi) Vehicle	8	5,500.00	44,000.00

1.	120 Ltrs. Capacity HDPE injection molded international standard Bins (otto/sulo)	640	3,000.00	833.00
2.	Hand cart as per sample or instructions of UMC	320	1,600.00	

Divided (8 Years X 365 Days = 2920 Days)

1.	1100 Ltrs. Capacity Four Wheel GI garbage collection compactor bins international standard	680	18,250.00	4,250.00
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Divided (8 Years X 365 Days = 2920 Days)

1.	5000 Ltrs. Dumper placer Containers	64	1,49,500.00	3,277.00
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Divided (8 Years X 365 Days = 2920 Days)

1.	Labour for door to door collection of Segregated waste	160	500.00	80,000.00
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For KONARK ENVIRO PROJECT PVT. LTD.

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**ANNEXURE-II**  
**SCHEDULE OF PENALTIES**

The Operator shall be subjected to following penalties for its failure to carry out during its operations & maintenance contract period.

Condition No	Fault	Penalty per fault
1	Not providing the required number of bins / containers.	Rs 100/- per bin per day.
2	Not providing of required vehicles for operation	Rs 1000/- per vehicle per day.
3	Not providing the labour	Rs 100/- per person per day.
4	Non spraying of disinfectants	Rs 10/- per location per day
5	Non spraying of disinfectants in vehicle (at least once a day)	Rs 25/- per vehicle per day.
6	Maintenance of records (log books, daily operation reports, attendance registers etc)	Rs 50/- per record per day.
7	Not collection of garbage from the bins as per the time schedule submitted to the Corporation.	Rs 100/- per location.
8	If the waste carried by the vehicles is less than that specified in the tender .	Rs.500/- per trip.

This agreement contains Page 1 to 13  
as marked.

  
Municipal Secretary  
Ulhasnagar Municipal Corporation

  
Municipal Secretary  
Ulhasnagar Municipal Corporation

For KONARK ENVIRO PROJECT PVT. LTD.

  
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