

No.3/1-126/DMC/07/11-12/  
Office of the Chief Officer  
Daman Municipal Council,  
Daman

Dated : May, 2011.

### **Tender Notice**

The Daman Municipal Council invites Tender from the eligible Contractors for outsourcing the Management of Municipal Solid Waste (cleaning and sanitation) within the jurisdiction of Daman Municipal Council for the initial period of one year which can be extended for the further period of one year with the agreement of all the parties and the entire satisfaction of the work done by the successful tenderer for the cleanliness of the Municipal area of the Superior Authority / Competent Authority subject to maximum of three year.

The sealed Tender addressed to the Chief Officer, Daman Municipal Council duly superscribed "Contract for Outsourcing of Municipal Solid Waste" should reach the office of Daman Municipal Council on or before 6<sup>th</sup> June, 2011 up to 3.00 p.m.. The detail terms and conditions with copy of Memorandum of Agreement can be seen in the office during office working hours as well as in the web site of Daman Municipal Council [www.damanmunicipalcouncil.com](http://www.damanmunicipalcouncil.com).

**(B.P. Singh)**  
Chief Officer  
Daman Municipal Council  
Daman.

Copy to be affixed at all the Notice Board.

Copy to :-

1. The Editor, Daman Ganga Times, Daman
2. The Editor, Times of India, (Mumbai Edition).
3. The Editor, Free Press General, (Mumbai Edition).
4. The Editor, Divya Bhaskar, (Surat Edition).

with a request to publish the tender Notice in the newspaper by using the minimum space and submit the bill as per DAVP rate.

## TENDER FORM

The tender form is issued to \_\_\_\_\_. The tender fee of Rs.500/- remitted to Municipal Treasury under Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ (Non Refundable).

Daman  
Dated :

Chief Officer  
Daman Municipal Council  
Daman.

.....  
From : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
The Chief Officer,  
Daman Municipal Council,  
Daman.

I / we the undersigned Shri / Smt. / M/s. \_\_\_\_\_  
S/o.d/o.Partner of \_\_\_\_\_ of  
\_\_\_\_\_ hereby offer my / our lowest rate / bid as under /  
enclosed.

I/we, agree with the Terms and Conditions of the Daman Municipal Council for Contract for Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council, Daman and promise to undertake the work at rate shown as under ;

Sr. No.	Description of article	Consolidated Rate offered in Rs. per year / month
1.	a. House to House garbage collection including cost of transportation, loading, unloading with all labours and disposing the same at dumping yard.  b. Brushing of roads including removing of dust etc.  c. Cleaning and sweeping of roads including picking of garbage, plastics and other kind of vegetation from the right of way of road including disposing the same at the dumping yard including cost of transportation, loading, unloading, tools and plants and labours etc.  d. Lifting of dustbin loaded with garbage, vegetation, offal, waste from fish and mutton market and from slaughter house etc. including offal from fish and mutton market and from slaughter house including cost of transportation loading, unloading with all laboures and disposal of same at the dumping yard.  e. Lifting and disposal of carcasses etc.	

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I/we are enclosing herewith the following documents in terms of Clause 3 of the Terms & Conditions of the contract:-

- (a) Copy of the Registration of Firm / Company with registered copy of Bye Law / Rules of the firm / company.
- (b) **VAT and TAN Registration certificate**
- (c) List of similar work executed in various Municipalities / Organization.
- (d) List of tools and plans, equipment / vehicles etc available for lifting and disposal of the garbage / solid waste.
- (e) Last three years income tax clearance certificate.
- (f) List of similar work executed in various Municipalities / Organization for last five years.

Dated :

\_\_\_\_\_  
Signature of Tenderer with  
Rubberstamp of Firm / Company / Institution

**TERMS AND CONDITIONS FOR CONTRACT FOR OUTSOURCING THE  
MANAGEMENT OF MUNICIPAL SOLID WASTE (CLEANING AND SANITATION)  
WITHIN THE JURISDICTION OF DAMAN MUNICIPAL COUNCIL**

1. The Contract for Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council, Daman referred the initial period of one year which can be extended for further one year with the agreement of both the parties and the entire satisfaction of the work done by the successful tenderer for cleanliness of Municipal area of the Superior Authority / Competent Authority subject to maximum of three years.
2. The interested parties has to enclose the Earnest Money Deposit (EMD) amounting to **Rupees 2, 50, 000.00 (Rupees Two Lac Fifty Thousand Only)** in form of Call Deposit Receipt or Fixed Deposit Receipt from Scheduled Bank or a **National Private Bank** in the name of Chief Officer, Daman Municipal Council, Daman along with the Tender Documents. The Tender received without EMD will be summarily rejected.
3. The Tenderer shall have to enclose the following documents along with the Tenders ;
  - a) Copy of the Registration of Firm / Company with registered copy of Bye Law / Rules of the firm / company (**Memorandum of Article of Association**).
  - b) **VAT and TAN Registration certificate.**
  - c) List of tools, equipment / vehicles etc available for lifting and disposal of the garbage / solid waste.
  - d) **Manpower planning and Detailed execution Plan.**
  - e) Last three years income tax clearance certificate.
  - f) List of similar work executed in various Municipalities / Organization for last five years.
4. If more than one person in form of Company / Partner is taking part in the proceedings of tender, they have to produce Partnership Deed duly executed before the Competent Authority and Authority letter in favour of any one partner to sign the tender documents and accept the offer and same should be binding to other co-partner.
5. The successful tenderer shall engage labourers/sweepers and other people required for the operation of the contract etc. in sufficient number required, for this job including drivers etc. required for their works. The successful tenderer shall also make arrangement of their own vehicle/truck etc. required for the purpose and it will be their sole responsibility for maintenance etc. However the equipments/trucks etc whichever available with the Daman Municipal Council will also be available for the successful tenderer on issue rate as will be decided separately by the Municipal Council. In case of break down of any vehicle, the successful tenderer shall have to arrange other vehicles immediately and shall have to take all care to avoid any disturbance in such services as per the Memorandum of Agreement / Contract.
6. In case of any accident with vehicles of successful tenderer during the course of execution of the agreement/work or any accident with the labourer during the course of such operation, the responsibilities of such cases/accident shall remain at the part of the successful tenderer. The Daman Municipal Council shall not be responsible for any kind of accident with vehicles or with the labourers engaged for this job by successful tenderer or for any death or bodily injury caused to any person by accident.
7. An amount of 5 % of the monthly bill raised by the successful tenderer will be deducted and the same shall be deposited by the Council as Security Deposit. The said Security Deposit (SD) will be released only after the successful completion of the tenor by the successful tenderer.
8. The successful tenderer at his own risk and cost shall have to grant benefit of leave, pay, emoluments etc. to the labours as per the law in force. In case of any loss to the Department / Municipal Council due to the breach of any conditions of the labour act from the part of the successful tenderer. And such losses shall be recovered from the successful tenderer. If required the same can be recovered by the Department / Municipal Council from the successful tenderer as deemed fit.

9. The staff of Department / Municipal Council shall form a committee of experts, who shall oversee the operation of works carried out by the successful tenderer and successful tenderer shall be bound to obey all the instructions received from them from time to time.

**10. Termination due to Events of Default:**

- a) Upon successful tenderer's Event of Default, Municipal Body shall, without any prejudice to its other rights in respect thereof under this Agreement, be entitled to terminate this Agreement. The process for Termination through the Termination Notice shall be as laid down in herein below.
- b) If the Municipal Body decides to terminate this Agreement, then a Preliminary Notice of Termination shall be issued to the successful tenderer by the Municipal Body citing the events underlying such notice. Within 30 days of receipt of such notice from the Municipal Body if the successful tenderer does not submit an Action Plan indicating the steps to be taken by the successful tenderer to rectify the underlying Events of Default, then the Municipal Body shall be entitled to terminate this Agreement, by issuing a Termination Notice and appropriate the Security Deposit, if subsisting.
- c) If the Action Plan is submitted within 30 days by the successful tenderer, then the successful tenderer shall have a further period of 30 days to cure the underlying Events of Default. If however, the successful tenderer is unable to cure the underlying Events of Default within the said period of 30 days, then the Municipal Body shall be entitled to terminate this Agreement, by issuing a Termination Notice and appropriate the Security Deposit, if subsisting.

**11. Termination Notice:**

If a municipal council, having become entitled to do so decides to terminate this Agreement, it shall issue Termination Notice setting out:

- a) In sufficient detail the underlying Event of Default.
- b) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- c) The estimated termination payment including the details of computation thereof calculated as on the date of termination;
- d) Any other relevant information.

**12. Withdrawal of Termination Notice:**

Notwithstanding anything contained in this Agreement, the municipal council shall withdraw the Termination Notice upon satisfying itself fully of the cure of the underlying Event of Default by the successful tenderer at any time before the end of the Termination.

**13. Payment upon Termination:**

Notwithstanding anything contained in this Agreement, the municipal council shall make the payment in full to the successful tenderer by the last day of Termination Notice Period. The payment shall not include any deductions whatsoever unless agreed mutually by the municipal council and the successful tenderer.

14. a) The Successful Tenderer shall undertake all works like collection of door to door garbage, cleaning and sweeping of road, picking of garbage, plastics etc from the right of way of road, lifting of dustbin loaded with garbage/solid waste and disposal of the same in scientific manner, lifting and disposing of carcass etc. are a part of the essential services and hence the Successful Tenderer can not stop such works on the pretext of any objection/s raised by them / him.
- 14 b) However, in case the successful Tenderer stopped the work / operation either partly or fully during the Agreement period, the Department / Municipal Council reserves the right to get such works / operation executed through any other sources at the risk and cost of such defaulted Successful Tenderer and the EMD/SD of the successful Tenderer shall be

forfeited. Any additional payment which has to be paid to execute the work under such circumstances for such works /operation the said amount shall be recovered from the pending bills / deposits / any other works of the successful tendered and / or shall be recovered as an arrears of Land Revenue and the Daman and Diu Municipalities (Amendment) Regulation, 1994 or under Goa, Daman & Diu Land Revenue Code, 1968.

- 14 c) The Successful Tenderer shall have to provide atleast 5 labourers / workers for maintenance of general cleanliness of each ward under supervision of one (1) Supervisor / Mukadam, who will maintain the general cleanliness of ward as per the direction and supervision of the concerned Ward Councillor.
15. If the Successful Tenderer is found to execute any offensive work /activities not covered in the contract agreement/conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the Successful Tenderer.
16. The Successful Tenderer shall intimate in advance to the Daman Municipal Council the detail of the registration number, name of owner, addresses etc of the vehicle engaged by Successful Tenderer for such works/operation, then the Daman Municipal Council shall issue the required identity card indicating the contract vehicle which is to be affixed on the body of such vehicle for its identity and no other board will be allowed on the vehicle unless approved by the Daman Municipal Council.
17. The Successful Tenderer shall have to take all care during the course of works/operation so that the other traffic, adjoining properties, articles are not damaged and the vehicles engaged by Successful Tenderer for such works/operation shall not create any hindrances for traffic and general public. In case of any drops/fall of garbage/vegetation/earth etc. from the vehicle on the road during the course of transportation, the same shall be lifted by the Successful Tenderer immediately. The garbage / vegetation etc. loaded in vehicle shall be covered properly with tarpaulin sheet during its transportation.
18. The Successful Tenderer has to start the works/operation as per the tender terms, conditions and specifications/agreement immediately on execution of the Memorandum of Agreement.
19. If any facilities or other equipments are required to be provided at the dumping place, the same is to be provided by the Successful Tenderer himself at his risk and cost.
20. In case of cleaning of narrow street where the big vehicles can not enter, the Successful Tenderer shall have to engage appropriate small vehicle or equipment suitable for such narrow street for carrying out works/operation in that area
21. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Daman (UT.) for works undertaken by the Successful Tenderer for Daman area.
22. If any change in the administrative procedure/rules by Department / Municipal Council time to time which is suitable to the Department / Municipal Council for smooth operation of works shall have be binding on the Successful Tenderer. However, if due to any such change the successful tenderer incurs extra cost the same will be compensated by the municipal council.
23. **Dispute Resolution:**
  - a) Amicable resolution: 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, including those arising with regard to acts, decision or opinion of the Committee formed by the municipal council, shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
  - b) Upon such reference, the two parties 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 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause (c) below.

- c) Arbitration Proceedings: Subject to the provisions of Clause (b) above, any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt or such intimation the other Party fails to appoint the arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration Act.
  - d) Place Arbitration: The place of Arbitration shall be Daman but by Agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.
  - e) English Language: The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the Language to be used in the hearings.
  - f) Enforcement of Award: The Parties shall agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
  - g) Payment of work done during arbitration period to be fully paid to the successful tenderer regardless of the outcome of the arbitration procedure.
24. The Successful Tenderer shall have to take all care to avoid any accident during the course of work/operation for which required fencing, light, instruction boards etc are to be provided on works site at the cost of the Successful Tenderer himself. The Department / Municipal Council shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
25. The dust bins/containers shall have to be lifted loaded with garbage/vegetation etc. by the Successful Tenderer from the collection point and disposed at the appropriate dumping site or transfer station. The dustbin after disposal of garbage/vegetation shall have to be reinstalled by the Successful Tenderer on the same collection point or as per the direction of the officer/staff incharge of such work/operation.
26. The Successful Tenderer / Contractor shall install new dustbins at its own cost wherever and whenever it is required to make sure the work of the successful tenderer goes smoothly and without hampering any efforts taken by the successful tenderer.
27. The list of places including the programme for lifting of dustbins including its routes etc. shall have to obtain by the Successful Tenderer from the Department / Municipal Council and all operation shall have to be carried out in accordance to that programme. All right in respect of change of work load, route etc shall be reserved with the Daman Municipal Council. In the case of extra work or increase in work standard or work load, or increase in road length or houses, or transporting the waste to the new site / location, excess work on behalf of the municipal council or its members, the same will be compensated by the municipal council in the monthly bill raise by the successful tenderer without any delay.
28. The works/operation for cleaning, sweeping and brushing of roads, lifting of dust bins, carcass etc is a part of essential service of Public Health, hence the Successful Tenderer shall not postponed or close/stop, except heavy rains or thunderstorm, such works in any circumstances/under any pretext. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the Successful Tenderer and such penalty shall be recovered from the running bill or as per the condition of the contract.
- a) Not lifting of container/dust bin `150/- per day per container.
  - b) Not cleaning, sweeping of road `500/- Or equal amount of full day work to be paid by the Successful Tenderer for such category of works whichever is higher.
  - c) Non lifting and disposal of carcass within three hrs on receipt of the compliant (for lifting and disposing of carcass) ` 150/- per carcass.

The carcass from building, basement, roof, water tank, well, nala and river falling within the limit of contract area/Daman Municipal Council, shall also be removed and disposed by the Successful Tenderer **with** any additional charges as maybe mutually decided by both the parties.

29. If the Successful Tenderer fails to execute the works of cleaning, sweeping, brushing and scarping of road works as per the terms, conditions and specifications, such works shall be paid with part rate in accordance with area/part rate per unit and for non-lifting of any garbage as mentioned in Clause (28) above, the Chief Officer of the Municipal Council Daman will impose penalty appropriately. The Successful Tenderer shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the *President, Daman Municipal Council* who will hear both the parties and his decision will be final and binding to both the parties.
30. The Successful Tenderer shall have to undertake all works like cleaning, sweeping, brushing and scarping of road works, lifting of garbage, carcass during all festivals like Holi, Makar Sankranti, Navratri, Ganesh Visharjan, Taja, Chandani Padwa, Diwali, Christmas etc invariably, failing which double penalty shall be charged from the Successful Tenderer for not undertaking the work on such days. However the Successful Tenderer will be given an opportunity to be heard as per the procedure mentioned vide Clause (29) above.
31. The penalty shall not be charged to the Successful Tenderer in case the work is closed due to curfew, flood and flood like situation, heavy rains, cyclone and during any natural calamities, but the Successful Tenderer shall carry out all the work with extra time and staff if needed, during post-calamity in the affected area.
32. The Successful Tenderer shall carry out the day to day cleaning works of road divider, road side inlet of storm water drainage etc. failing which ` 50/- per inlet per day shall be penalized as per the procedure mentioned vide Clause (28) above. The scrapped/brushed materials like dust, garbage, bricks bats, pebbles etc. shall not be stacked in the open space of road divider.
33. The scrapping, brushing is to be carried out in right of way of the road including side soldering area daily and regularly.
34. The Successful Tenderer shall collect and dispose the offal and waste from Fish and Mutton Market and from Slaughter House. The Successful Tenderer shall use vehicle with well closed body for lifting of offal and waste from Fish and Mutton Market and from Slaughter house and also should cover it properly with tarpaulin sheet during its transportation. The penalty shall be charged as under for violation of this conditions.
  - a) In case of not lifting of offal etc from the Fish and Mutton Market and from Slaughter House ` 500/- Per Slaughter House and `500/- Per day per market.
  - b) In case of transportation of such offal etc without covering it with tarpaulin sheet ` 150/- per incident. Such penalty shall be recovered from the running bill of the Successful Tenderer, but the procedure will be governed by Clause (29) of this Terms and Conditions.
35. The timing for the Successful Tenderer for all the work/operation shall be 6.00 A.M. to 5.00 P.M. daily including Sundays and Public Holidays. However, if the above time is not suitable or inconvenient, the Successful Tenderer may approach the Daman Municipal Council and whose decision shall be final and binding. However in case of emergency and/or any sort of urgency this period can be extendable with the prior permission of the Department / Municipal Council.
36. The Successful Tenderer shall have to obey strictly the provision of Minimum Wage Act and Child Labour Act and any other relevant Act / Rules applicable for this contract. The responsibilities on violation of these acts shall be of the Successful Tenderer. The Department / Municipal Council shall not be responsible or liable for any act of emission or omission by the successful bidder.

37. The Successful Tenderer shall engage various types of vehicles in good running conditions with valid registration issued by the RTO and valid Insurance. The driver of the vehicles shall also hold valid driving license.
38. The rates/tender cost for the works/operation/cost of work offered by the Successful Tenderer is inclusive of taxes and all other cost of all tools and plants, materials, transportation, labours, cost of all nature of risk factors, loading, unloading, cost of medicine required for spreading in and around the roads, places of water logging, materials and labour cost for disinfection of vehicles engaged for the works/operation, including the cost of materials and labours for disposing the garbage, vegetation, carcass, offal etc at the dumping yard in a scientific manner and as directed by the officer in-charge.
39. The Successful Tenderer shall provide at his own risk and cost all required uniforms, gumboots, hand gloves, raincoat etc to the labourers including drivers engaged on works. Such uniforms shall be approved by the Department / Municipal Council in advance.
40. That the rates/cost of work per year offered by the Successful Tenderer shall be valid and operative for maximum period of three years.
41. The Municipal Council may provide vehicles and dustbins for the collection and disposal of the garbage as per the issue rate as decided by the Municipal Council. The recovery on account of such vehicles, equipments, tools and plants etc. shall be made from the running bill of the Successful Tenderer every month. The fuel, oil, maintenance cost, wages of operator etc including any other operation cost shall be born by the Successful Tenderer. On expiry of the contract period the vehicle is to be returned to the Municipal Council in good working condition. Any damage, accident with the vehicles, the Successful Tenderer shall be responsible for the same. Normal wear and tear is expected as per the depreciative value of the vehicle.
42. The Successful Tenderer has to engage the regular sweepers and casual worker presently appointed by Daman Municipal Council for the above said work / operation. The pay, wages etc. in respect of such sweepers, workers is required to be paid by the Successful Tenderer regularly every month in the presence of the representatives of the Daman Municipal Council as per rate notified by the Competent Authority time to time under the Provisions of Minimum Wages Act. They shall also be given benefit of weekly holiday and other benefits like paid holiday etc. by the Successful Tenderer. If required, such wages of the staffs shall be deducted from the monthly running bill of the Successful Tenderer and shall be paid by the Daman Municipal Council directly to the staff in presence of the Successful Tenderer.

However, the successful tenderer will have absolute right withdraw their services anytime during the tenor if it is found that the said worker(s) is not adhering to the instructions given by the successful tenderer or imposing any threat or threat like situation to the contract or the employees of the successful tenderer. The procedure to remove any such labour or staff of the municipal council will be the sole discretion of the successful tenderer.
43. The Successful Tenderer has to establish a Grievances Redressal Cell with modern facility at the centre of the city with the consultation of the Daman Municipal Council and attend to the public grievances and. The successful bidder shall submit to the Chief Officer, DMC, Daman a monthly report about the public grievances and the steps taken by the successful tenderer. The premises may be given by the municipal council if so desired by the successful tenderer.
44. In addition to the said Agreement, the successful tenderer will have the first right to opt for the scientific treatment of waste being dumped at the dumping site or may choose a different site or the site maybe given by the municipal council for the treatment of the waste so that the pollution is restricted from being emitted to the atmosphere. The said site will have to be approved by the relevant authorities and to procure the same shall be the responsibility of the successful tenderer. The municipal council will support and provide all necessary approvals for the same. A separate memorandum of understanding will be formed with set of terms and conditions suitable for the treatment of the waste as per mutual understanding which shall include the tenor, methodology, treatment charges, etc.

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45. The person desire to take part in Tender Proceedings should be Indian Citizen.
46. The Daman Municipal Council reserves the rights to accept or reject any or all the tender without assigning any reason thereof.
47. The Successful Tenderer shall have to produce all required evidence in respect of individual proprietor, Partnership Deed for Partnership Firm. And copy of Memorandum of Article of Association in case of Registered Company.
48. The interest party has to offer the rates in prescribed tender form which is to be obtained from the office of Daman Municipal Council on payment of Tender fees of `500.00.

**B.P. SINGH**  
Chief Officer  
Daman Municipal Council  
Daman.

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**JIGNESH JOGUI**  
President  
Daman Municipal Council,  
Daman.

## **MEMORANDUM OF AGREEMENT**

This agreement is made on this \_\_\_ day month of \_\_\_\_\_ in the Christian year Two Thousand Eleven, between the Administration of Daman & Diu and Dadra Nagar Haveli through its Dy. Secretary Urban Development having its office at Secretariate, Moti Daman hereafter referred to as **FIRST PARTY;**

### **AND**

The Daman Municipal Council, who is the nodal agency who is responsible for implementing the function of Solid Waste Management as per the Daman & Diu Municipalities (Amendment) Regulation, 1994 and thereafter for the Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) through its Chief Officer having his office at Fort, Daman Municipal Council, Daman hereafter referred to as **SECOND PARTY;**

### **AND**

The M/s. \_\_\_\_\_ represented through its authorized signatory having their office at \_\_\_\_\_ hereafter referred to as **THIRD PARTY;**

**AND WHEREAS,** in the matter of case No.DMA/COL/DMN/Notice/2010 filed by the General Manager, M/s. Centre for Development Communication, 116, Red Cross Bhavan, Nani Daman V/s. The Daman Municipal Council, Daman the Collector, Daman was pleased to pass an order on 30.07.2010 that; "Keeping in view the public interest in large with respect to general cleanliness of the town and the unhygienic condition prevailing in the City, the Daman Municipal Council may go for re-tendering for engaging / fixing an agency for garbage disposal to keep the town neat and clean. Thus it is directed that the Daman Municipal Council may expedite the matter of fixing the agency through re-tendering for garbage disposal keeping in view the public interest in large." And accordingly the **SECOND PARTY** has invited tender from the eligible contractor for outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council vide Tender notice No. 3/1-162/DMC/07/10-11-1776 dated 30.07.2010. and subsequently re-invited vide tender notice dated 16.12.2010 and subsequent tender notice dated May, 2011.

**AND WHEREAS,** the **THIRD PARTY** in response to the Tender Notice had bid for the mentioned work and thereto upon, the **SECOND PARTY** had found that the **THIRD PARTY** was qualified for the work of the Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council in accordance to tender terms and conditions.

**AND WHEREAS,** the **SECOND PARTY** had considered the terms and conditions of the tender and accepted the offer of ` \_\_\_\_\_ (**Rupees** \_\_\_\_\_) per annum offered by the **THIRD PARTY** for the work of Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council as per the Terms and Conditions specified in the tender documents and as per conditions stipulated hereinafter to undertake the above said work.

**AND WHEREAS,** the **THIRD PARTY** agrees to undertake the work for Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council as per the Terms and Conditions of the tender/Memorandum of Agreement and also agreed to maintain the required record thereof and also agreed to release the payment time to time i.e. per month during the contract period to the **THIRD PARTY** for the work undertaken by the **THIRD PARTY** in accordance with the Terms and Conditions specified in this Memorandum of Agreement;

**NOW THE PARTIES WITNESSETH** as follows :

1. That **SECOND PARTY** has accepted the rate of ` \_\_\_\_\_ (**Rupees** \_\_\_\_\_) offered by the **THIRD PARTY** for the work of Outsourcing the Management of Municipal Solid Waste (Cleaning and Sanitation) within the jurisdiction of Daman Municipal Council as per the Terms and Conditions specified in the tender documents, therefore the cost of work shall be now referred to as ` \_\_\_\_\_ per year and shall be valid during the contract period.
2. The Memorandum of agreement referred the period initially of one year from the date of allotment of work order / contract, which can be extended for further period of one year with agreement of all the parties and at the entire satisfaction of the work done by the contractor for cleanliness of Municipal area of the Superior Authority / Competent Authority subject to maximum of three years.
3. That the **FIRST PARTY** i.e. the Administration of Daman & Diu has agreed to release the 80% share of the rate offered by the **THIRD PARTY** as a grant in aid to the **SECOND PARTY** before commencement of the contract / during the first quarter of the Financial Year. And the **SECOND PARTY** will pay the monthly installment i.e. 1/12<sup>th</sup> part of the rate amounting to ` \_\_\_\_\_ i.e. ` \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) per month to the **THIRD PARTY** on or before 10<sup>th</sup> day of every month till the contract period. However, if there is a delay for release of Grant-in-aid by **FIRST PARTY** - the Administration of Daman & Diu and Dadra Nagar Haveli the monthly payment to the **THIRD PARTY** also will be delayed by **THE SECOND PARTY** and in such condition the **THIRD PARTY** cannot claim any interest or special relief for such delay payment.
4. That the **THIRD PARTY** shall engage labourers/sweepers and other people required for the operation of the contract etc. in sufficient number required, for this job including drivers etc. required for their works. The **THIRD PARTY** shall also make arrangement of their own vehicle/truck etc. required for the purpose and it will be their sole responsibility for maintenance etc. However the equipments/trucks etc whichever available with the **SECOND PARTY** - Daman Municipal Council will also be available for the **THIRD PARTY** on issue rate as will be decided separately by the Municipal Council. In case of break down of any vehicle, the **THIRD PARTY** shall have to arrange other vehicles immediately and shall have to take all care to avoid any disturbance in such services as per the Memorandum of Agreement / Contract.
5. That in case of any accident with vehicles of **THIRD PARTY** during the course of execution of the agreement/work or any accident with the labourer during the course of such operation, the responsibilities of such cases/accident shall remain at the part of the **THIRD PARTY**. The **SECOND PARTY** - the Daman Municipal Council shall not be responsible for any kind of accident with vehicles or with the labourers engaged for

this job by **THIRD PARTY** or for any death or bodily injury caused to any person by accident.

6. An amount of 5% of the monthly bill raised by the **THIRD PARTY** will be deducted and same shall be deposited by the **SECOND PARTY** as a Security Deposit (S.D.) The said Security Deposit (S.D.) will be release only after the successful completion of the tenor by the **THIRD PARTY**.
7. That the **THIRD PARTY** at his own risk and cost shall have to grant benefit of leave, pay, emoluments etc. to the labours as per the law in force. In case of any loss to the **FIRST PARTY / SECOND PARTY** – Department of Administration / Municipal Council due to the breach of any conditions of the labour license/act from the part of the **THIRD PARTY**. And such losses shall be recovered from the **THIRD PARTY**. If required the same can be recovered by the **FIRST PARTY/ SECOND PARTY** - Department of Administration/ Municipal Council from the **THIRD PARTY** as deemed fit.
8. That the staff of **FIRST PARTY /SECOND PARTY** – Department of Administration / Municipal Council shall form a committee of experts, who shall oversee the operation of works carried out by the **THIRD PARTY** and **THIRD PARTY** shall be bound to obey all the instructions received from them from time to time.

#### 9. Termination due to Events of Default:

- a) Upon **THIRD PARTY's** event of Default, the **SECOND PARTY** shall, without any prejudice to its other rights in respect thereof under this Agreement, be entitled to terminate this Agreement. The process for Termination through the Termination Notice shall be as laid down in herein below.
- b) If the **SECOND PARTY** decides to terminate this Agreement, then a Preliminary Notice of Termination shall be issued to the **THIRD PARTY** by the **SECOND PARTY** citing the events underlying such notice. Within 30 days of receipt of such notice from the **SECOND PARTY** if the **THIRD PARTY** does not submit an Action Plan indicating the steps to be taken by the **THIRD PARTY** to rectify the underlying Events of Default, then the **SECOND PARTY** shall be entitled to terminate this Agreement, by issuing a Termination Notice and appropriate the Security Deposit, if subsisting.
- c) If the Action Plan is submitted within 30 days by the **THIRD PARTY**, then the **THIRD PARTY** shall have a further period of 30 days to cure the underlying Events of Default. If however, the **THIRD PARTY** is unable to cure the underlying Events of Default within the said period of 30 days, then the **SECOND PARTY** shall be entitled to terminate this Agreement, by issuing a Termination Notice and appropriate the Security Deposit, if subsisting.

#### 10. Termination Notice:

If a **SECOND PARTY**, having become entitled to do so decides to terminate this Agreement, it shall issue Termination Notice setting out:

- a) In sufficient detail the underlying Event of Default.

- b) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- c) The estimated termination payment including the details of computation thereof calculated as on the date of termination;
- d) Any other relevant information.

#### **11. Withdrawal of Termination Notice:**

Notwithstanding anything contained in this Agreement, the **SECOND PARTY** shall withdraw the Termination Notice upon satisfying itself fully of the cure of the underlying Event of Default by the **THIRD PARTY** at any time before the end of the Termination Notice.

#### **12. Payment upon Termination:**

Notwithstanding anything contained in this Agreement, the **SECOND PARTY** shall make the payment in full to the **THIRD PARTY** by the last day of Termination Notice Period. The payment shall not include any deductions whatsoever unless agreed mutually by the **SECOND PARTY** and the **THIRD PARTY**.

13. That in case of breach of any condition of the contract by the **THIRD PARTY** or if the work of the **THIRD PARTY** is found unsatisfactory by the **FIRST PARTY/ SECOND PARTY** – Department of Administration / Municipal Council, such contract of the **THIRD PARTY** shall be terminated by the **FIRST PARTY/ SECOND PARTY** - Department of Administration / Municipal Council by giving one month's notice to the **THIRD PARTY** without assigning any reason as prescribed under Clause 9 and 10 of this agreement.

14. (a) That the **THIRD PARTY** shall undertake all works like collection of door to door garbage, cleaning and sweeping of road, picking of garbage, plastics etc from the right of way of road, lifting of dustbin loaded with garbage/solid waste and disposal of the same in scientific manner, lifting and disposing of carcass etc. are a part of the essential services and hence the **THIRD PARTY** can not stop such works on the pretext of any objection/s raised by them / him.

14b) That however, in case the **THIRD PARTY** stop the work/operation either partly or fully during the agreement period, the **FIRST PARTY/ SECOND PARTY** – Department of Administration / Municipal Council reserves the right to get such work/s/operation executed through any other sources at the risk and cost of the such defaulted **THIRD PARTY** and the EMD/SD of the **THIRD PARTY** shall be forfeited. Any additional payment which has to be paid to execute the work under such circumstances for such works/operation the said amount shall be recovered from the pending bills/ deposit/any other works of the **THIRD PARTY** and / or shall be recovered as an arrears of land revenue under the Daman & Diu Municipalities (Amendment) Regulation, 1994 or under Goa, Daman & Diu Land Revenue Code, 1968.

14 c) The **THIRD PARTY** shall have to provide atleast 5 labourers / workers for maintenance of general cleaning of each ward under the supervision of one (1) Supervisor / Mukadam who will maintain the general cleanliness of ward as per the direction and supervision of the concerned Ward Councillor.

- 15 That if the **THIRD PARTY** is found to execute any offensive work/ activities not covered in the contract agreement/conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the **THIRD PARTY**.
- 16 That the **THIRD PARTY** shall intimate in advance to the **SECOND PARTY** - Daman Municipal Council the detail of the registration number, name of owner, addresses etc of the vehicle engaged by **THIRD PARTY** for such works/operation, then **SECOND PARTY** - the Daman Municipal Council shall issue the required identity card indicating the contract vehicle which is to be affixed on the body of such vehicle for its identity and no other board will be allowed on the vehicle unless approved by the **SECOND PARTY** - Daman Municipal Council.
17. That the **THIRD PARTY** shall have to take all care during the course of works/operation so that the other traffic, adjoining properties, articles are not damaged and the vehicles engaged by **THIRD PARTY** for such works/operation shall not create any hindrances for traffic and general public. In case of any drops/fall of garbage/vegetation/earth etc. from the vehicle on the road during the course of transportation, the same shall be lifted by the **THIRD PARTY** immediately. The garbage / vegetation etc. loaded in vehicle shall be covered properly with tarpaulin sheet during its transportation.
18. That the **THIRD PARTY** has to start the works/operation as per the tender terms, conditions and specifications/agreement immediately on execution of the Memorandum of Agreement.
19. That if any facilities or other equipments are required to be provided at the place of work or at dumping place, the same is to be provided by the **THIRD PARTY** him self at his risk and cost.
20. That in case of cleaning of narrow street where the big vehicles can not enter, the **THIRD PARTY** shall have to engage appropriate small vehicle or equipments suitable for such narrow street for carrying out works/operation in that area.
21. That any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Daman (UT.) for works undertaken by the **THIRD PARTY** for Daman area.
22. That if any change in the administrative procedure/rules by **FIRST PARTY / SECOND PARTY** – Department of Administration / Municipal Council time to time which is suitable to the **FIRST PARTY /SECOND PARTY** - Department of Administration / Municipal Council for smooth operation of works shall have be binding on the **THIRD PARTY**. However, if due to any such change the **THIRD PARTY** incur any extra cost, the same will be compensated by the **SECOND PARTY**.
23. Dispute Resolution:
  - a) Amicable resolution: 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, including those arising with regard to acts, decision or opinion of the Committee formed by the **SECOND PARTY**, shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.

- b) Upon such reference, the two parties 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 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause (c) below.
  - c) Arbitration Proceedings: Subject to the provisions of Clause (b) above, any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt or such intimation the other Party fails to appoint the arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration Act.
  - d) Place Arbitration: The place of Arbitration shall be Daman but by Agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.
  - e) English Language: The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the Language to be used in the hearings.
  - f) Enforcement of Award: The Parties shall agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
  - g) Payment of work done during arbitration period to be fully paid to the successful tenderer regardless of the outcome of the arbitration procedure.
24. That the **THIRD PARTY** shall have to take all care to avoid any accident during the course of work/operation for which required fencing, light, instruction boards etc are to be provided on works site at the cost of the **THIRD PARTY** himself. It shall be the duty of the **THIRD PARTY** to handle such cases at his own cost and pay the damages / compensation payable if the Court or any other competent authorities may decide/order. The **FIRST PARTY / SECOND PARTY** - Department of Administration / Municipal Council shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
25. That the dust bins/containers shall have to be lifted loaded with garbage/vegetation etc. by the **THIRD PARTY** from the collection point and disposed at the appropriate dumping site or transfer station. The dustbin after disposal of garbage/vegetation shall have to be reinstalled by the **THIRD PARTY** on the same collection point or as per the direction of the officer/staff incharge of such work/operation of the **FIRST PARTY / SECOND PARTY**.

26. The **THIRD PARTY** shall install new dust bins at its own cost wherever and whenever it is required to make sure the work of the **THIRD PARTY** goes smoothly and without hampering any efforts taken by the **THIRD PARTY**.
27. That the list of places including the programme for lifting of dustbins including its routes etc. shall have to obtain by the **THIRD PARTY** from the **FIRST PARTY / SECOND PARTY** –Department of Administration / Municipal Council and all operation shall have to be carried out in accordance to that programme. All right in respect of change of work load, route etc shall be reserved with the **FIRST PARTY / SECOND PARTY** – Department of Administration / Daman Municipal Council. In the case of extra work or increase in work standard or work load, or increase in road length or houses, or transporting the waste to the new site / location, excess work on behalf of the **SECOND PARTY** or its members, the same will be compensated by the **SECOND PARTY** in the monthly bill raised by the **THIRD PARTY** without any delay.
28. That the works/operation for cleaning, sweeping and brushing of roads, lifting of dust bins, carcass etc is a part of essential service of Public Health, hence the **THIRD PARTY** shall not postponed or close/stop except heavy rains or thunders storms, such works in any circumstances/under any pretext. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the **THIRD PARTY** and such penalty shall be recovered from the running bill or as per the condition of the contract.
- a) Not lifting of container/dust bin `150/- per day per container.
  - b) Not cleaning, sweeping of road `500/- Or equal amount of full day work to be paid by the **THIRD PARTY** for such category of works whichever is higher.
  - c) Non lifting and disposal of carcass within three hrs on receipt of the compliant (for lifting and disposing of carcass) `150/- per carcass.
- The carcass from building, basement, roof, water tank, well, nala and river falling within the limit of contract area/Daman Municipal Council, shall also be removed and disposed by the **THIRD PARTY** with any additional charges as may be mutually decided by both the parties.
29. If the **THIRD PARTY** fails to execute the works of cleaning, sweeping, brushing and scarping of road works as per the terms, conditions and specifications, such works shall be paid with part rate in accordance with area/part rate per unit and for non-lifting of any garbage as mentioned in Clause (28) above, the Chief Officer of the **SECOND PARTY** will impose penalty appropriately. The **THIRD PARTY** shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the *President, THIRD PARTY* who will hear both the parties and his decision will be final and binding to both the parties.
30. That if the **THIRD PARTY** fails to execute the works of cleaning, sweeping, brushing and scarping of road works as per the terms, conditions and specifications, such works shall be paid with part rate in accordance with area/part rate per unit and for non-lifting of any garbage as mentioned in Clause (28) above, the Chief Officer of the Municipal Council Daman of the **SECOND PARTY** will impose penalty appropriately. The **THIRD PARTY** shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the *President, Daman Municipal Council of the SECOND PARTY* who will



hear both the parties and his decision will be final and binding to both the parties.

31. That the **THIRD PARTY** shall have to undertake all works like cleaning, sweeping, brushing and scarping of road works, lifting of garbage, carcass during all festivals like Holi, Makar Sankranti, Navratri, Ganesh Visharjan, Taja, Chandani Padwa, Diwali, Christmas etc invariably, failing which double penalty shall be charged from the **THIRD PARTY** for not undertaking the work on such days. However the **THIRD PARTY** will be given an opportunity to be heard as per the procedure mentioned vide Clause (28) above.
32. That the penalty shall not be charged to the **THIRD PARTY** in case the work is closed due to curfew, flood and flood like situation, cyclone and during any natural calamities, but the **THIRD PARTY** shall carry out all the work with extra time and staff if needed, during post-calamity in the affected area.
33. That the **THIRD PARTY** shall carry out the day to day cleaning works of road divider, road side inlet of storm water drainage etc. failing which `50/- per inlet per day shall be penalized as per the procedure mentioned vide Clause (28 & 29) above. The scrapped/brushed materials like dust, garbage, bricks bats, pebbles etc. shall not be stacked in the open space of road divider.
34. That the scrapping, brushing is to be carried out in right of way of the road including side soldering area by the **THIRD PARTY** daily and regularly.
35. That the **THIRD PARTY** shall collect and dispose the offal and waste from Fish and Mutton Market and from Slaughter House. The **THIRD PARTY** shall use vehicle with well closed body for lifting of offal and waste from Fish and Mutton Market and from Slaughter house and also should cover it properly with tarpaulin sheet during its transportation. The penalty shall be charged as under for violation of this conditions.
  - a) In case of not lifting of offal etc from the Fish and Mutton Market and from Slaughter House `500/- Per Slaughter House and `500/- Per day per market.
  - b) In case of transportation of such offal etc without covering it with tarpaulin sheet `150/- per incident. Such penalty shall be recovered from the running bill of the **THIRD PARTY**, but the procedure will be governed by Clause (28 & 29) of this Memorandum of Agreement.
36. That the timing for the **THIRD PARTY** for all the work/operation shall be 6.00 A.M. to 5.00 P.M. daily including Sundays and Public Holidays. However the brushing of roads will be done during night only before 5.00 AM. However, if the above time is not suitable or inconvenient, the **THIRD PARTY** may approach the **SECOND PARTY** – the Daman Municipal Council and whose decision shall be final and binding. However in case of emergency and/or any sort of urgency this period can be extendable with the prior permission of the **FIRST PARTY/ SECOND PARTY** - Department of Administration / Municipal Council.
37. That the **THIRD PARTY** shall have to obey strictly the provision of Minimum Wage Act and Child Labour Act and any other relevant Act / Rules applicable for this contract. The responsibilities on violation of these acts shall be of the **THIRD PARTY**. The **FIRST PARTY / SECOND PARTY** – Department of Administration / Municipal Council shall not be responsible or liable for any act of emission or omission by the **THIRD PARTY**.

38. That the **THIRD PARTY** shall engage various types of vehicles in good running conditions with valid registration issued by the RTO and valid Insurance. The driver of the vehicles shall also hold valid driving licence.
39. That the rates/tender cost for the works/operation/cost of work offered by the **THIRD PARTY** is inclusive of taxes and all other cost of all tools and plants, materials, transportation, labours, cost of all nature of risk factors, loading, unloading, cost of medicine required for spreading in and around the roads, nalas, drainage, places of water logging, materials and labour cost for disinfection of vehicles engaged for the works/operation, including the cost of materials and labours for disposing the garbage, vegetation, carcass, offal etc at the dumping yard in a scientific manner and as directed by the officer incharge of the **FIRST PARTY / SECOND PARTY**.
40. That the **THIRD PARTY** shall provide at his own risk and cost all required uniforms, gumboots, hand gloves, raincoat etc to the labourers including drivers engaged on works. Such uniforms shall be approved by the **FIRST PARTY / SECOND PARTY** – Department of Administration / Municipal Council in advance.
41. That the rates/cost of work per year offered by the **THIRD PARTY** shall be valid and operative for the maximum period of three.
42. That the **SECOND PARTY**- the Municipal Council may provide vehicles and dustbins for the collection and disposal of the garbage as per the issue rate as decided by the Municipal Council. The recovery on account of such vehicles, equipments, tools and plants etc. shall be made from the running bill of the **THIRD PARTY** every month. The fuel, oil, maintenance cost, wages of operator etc including any other operation cost shall be born by the **THIRD PARTY**. On expiry of the contract period the vehicle is to be returned to the **SECOND PARTY** – the Municipal Council in good working condition. Any damage, accident with the vehicles, the **THIRD PARTY** shall be responsible for the same. Normal wear and tear is expected as per the depreciative value of the vehicle.
43. That the **THIRD PARTY** has to engage the regular sweepers and casual worker presently appointed by the **SECOND PARTY** – the Daman Municipal Council for the above said work / operation. The pay, wages etc. in respect of such sweepers, workers is required to be paid by the **THIRD PARTY** regularly every month in the presence of the representatives of the **SECOND PARTY** – the Daman Municipal Council as per rate notified by the Competent Authority time to time under the Provisions of Minimum Wages Act. They shall also be given benefit of weekly holiday and other benefit like paid holiday etc. by **THIRD PARTY**. If required, such wages of the staffs shall be deducted from the monthly running bill of the **THIRD PARTY** and shall be paid by the **SECOND PARTY** - Daman Municipal Council directly to the staff in presence of the **THIRD PARTY**.

However, the **THIRD PARTY** will have absolute right to withdraw their services anytime during the tenor if it is found that the said worker(s) is not adhering to the instructions given by the **THIRD PARTY** or imposing any threat or threat like situation to the contract or the employees of the **THIRD PARTY**. The procedure to remove any such labour or staff of the **SECOND PARTY** will be the sole discretion of the **THIRD PARTY**.

44. That the **THIRD PARTY** has to establish a Grievances Redressal Cell with modern facility at the centre of the city with the consultation of the **SECOND PARTY** - Daman Municipal Council and attend to the public grievances and attend to the public grievances. The **THIRD PARTY** shall submit to the Chief Officer, DMC, Daman of the **SECOND PARTY** a monthly report about the public grievances and attended and the steps taken by the **THIRD PARTY**. The premises may be given by the **SECOND PARTY** if so desired by the **THIRD PARTY**.
45. In addition to this Agreement, the **THIRD PARTY** will have the first right to opt for the scientific treatment of waste being dumped at the dumping site or may choose a different site or the site maybe given by the **SECOND PARTY** for the treatment of the waste so that the pollution is restricted from being emitted to the atmosphere. The said site will have to be approved by the relevant authorities and to procure the same shall be the responsibility of the **THIRD PARTY**. The **SECOND PARTY** will support and provide all necessary approvals for the same. A separate memorandum of understanding will be formed with set of terms and conditions suitable for the treatment of the waste as per mutual understanding which shall include the tenor, methodology, treatment charges, etc.
46. That the **FIRST PARTY / SECOND PARTY**, Department of Administration / Daman Municipal Council reserves the rights to add, amend or alter any of above condition in public interest after giving an opportunity to the **THIRD PARTY** of being heard. The decision of the President, Daman Municipal Council of the **SECOND PARTY** shall be final and binding on the **THIRD PARTY**.

**IN WITNESS THEREOF**, all the parties have signed on these presents of Memorandum of Agreement in the presence of witnesses.

1. \_\_\_\_\_  
(**FIRST PARTY**)

\_\_\_\_\_ (Name, designation and stamp of the Authorized signatory of First Party)

2. \_\_\_\_\_  
(**SECOND PARTY**)

\_\_\_\_\_ (Name, designation and stamp of the Authorized signatory of Second Party)

2. \_\_\_\_\_  
(**THIRD PARTY**)

\_\_\_\_\_ (Name, designation and stamp of the Authorized signatory of third Party)

\_\_\_\_\_  
(**WITNESS**)

\_\_\_\_\_ (Name and address of Witness)

\_\_\_\_\_  
(**WITNESS**)

\_\_\_\_\_ (Name and address of Witness)