MobiTrash

Contract for Treatment of segregated Organic Waste

This Agreement made at Mumbai on this day of May in the year Two Thousand and Sixteen

BETWEEN

Mobitrash Recycle Ventures Private Limited, a company incorporated under the Companies Act 1956 and having its registered office at 184-87, S.V. Road, Jogeshwari (West), Mumbai – 400102, hereinafter referred to as **Company** (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on One Part

AND

Silvanus Apartments, Survey No.35, Next to Mantri Avenue 2, Panchavati, Pashan Road, Pune 411008, hereinafter referred to as Client (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on The Other Part

Whereas

Company has introduced a mobile composting and solid waste treatment service called as ‘MobiTrash’ for daily collection and primary treatment of segregated organic waste at the site of collection and to cart away the raw compost from primary treatment to a central location.

Whereas

The Client has understood the technology of MobiTrash and is desirous of availing the MobiTrash service from Company

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Objective

The objective of this Agreement is to enter into a formal Agreement between the Company and the Client for collection, primary and secondary treatment of segregated organic waste generated by residents in the premises of the Client at the above mentioned address for a period mentioned in 2(a) below.

1. Terms and Conditions
2. Duration

This agreement shall be in effect for three (3) years from the date of signing the Agreement.

1. Scope of Service
2. Collection of Segregated Organic Waste

The Client shall arrange for door-to-door collection of segregated organic waste in plastic drums. A MobiTrash van shall arrive at the Client’s site at a pre-determined ‘Collection Time’ (as mentioned in Annexure A) to collect an agreed quantity of segregated organic waste (as mentioned in Annexure A). Client shall arrange to cart the collected segregated organic waste to the MobiTrash van at the Collection Time.

1. Primary Treatment of Organic Waste

On receipt of segregated organic waste in the van, Company through its personnel shall arrange to carry out Primary Treatment of organic waste inside the van at the premises of the Client. The organic waste shall be converted into an innocuous nuisance-free material ‘Raw Compost’.

1. Organic Waste

Following segregated organic waste items only shall be accepted by MobiTrash van:

1. Uncooked food waste
2. Cooked vegetarian and non-vegetarian food
3. Horticulture waste such as leaves, flowers and twigs

Client shall ensure that only segregated organic waste is delivered to the van on a daily basis. Company shall reserve the right to reject non segregated waste delivered by the Client to the MobiTrash Van.

1. Personnel

Company shall depute trained personnel with the MobiTrash van. Company shall ensure that all its personnel are always well kept with clean uniform with safety gloves and mask at all times.

1. Record Keeping

Company’s personnel with the MobiTrash van shall maintain a daily log book inside the van. The incoming segregated organic waste shall be weighed at random intervals and the same shall be entered in a log book. Client shall designate its representative to verify the log book on a regular basis and countersign the same. Company shall furnish a copy of the signed log book on a monthly basis to the Client. At any point in time, if the quantity of segregated organic waste exceed the agreed quantity (as mentioned in Annexure A), Company shall reserve the right to refuse excess quantity of organic waste.

1. Upkeep of the van

Company shall ensure regular upkeep of the MobiTrash van in that the van shall be cleaned daily. Personnel shall ensure that the organic waste is not spilled outside the van during primary treatment. Should there be any spillage on account of improper handling by Company’s personnel, they will ensure that the spilled waste is immediately removed. The MobiTrash van shall be treated with a deodorant on a daily basis.

1. Compost and other by-products

The final product compost or any other by-products generated as a result of the secondary treatment shall be the exclusive property of Company. Company reserves the right to sell the end products at a price that it deems fit and proper. Company agrees to deliver the agreed quantity of compost (as mentioned in Annexure A) to the Client on a weekly basis.

1. Service Level Benchmark

Company shall provide the MobiTrash service for all days of the month in the designated time slot as mentioned in Annexure A. In the event that Company is not able to send the MobiTrash van to the Client’s site on a particular day, Company shall arrange an alternate van to cart the segregated organic waste from the Client’s site to a central location. The MobiTrash van shall arrive at the Client’s site each day only within the designated Collection Time. The Client shall earmark a space within its premises for the van to be parked for Collection and Primary Treatment of segregated organic waste.

In case when the van arrives at the Collection Time and the Client is not in a position to provide segregated organic waste to Company’s MobiTrash van, it shall be responsibility of the Client to store it and / or dispose it as they may deem fit and proper.

1. Price and Payment Terms

Client shall pay to Company an amount of Rupees Five Thousand and Five Hundred Only (5,500) on a monthly basis. The above price is inclusive of all taxes.

An annual escalation of 10% shall be applicable on the above price.

1. Termination

If the Client desires to terminate the agreement prematurely, an advance written notice of not less than thirty (30) days prior to termination must be served to Company.

If Company desires to terminate the agreement prematurely, a written notice of not less than thirty (30) days prior to termination must be served by Company to the Client.

1. Renewal

The two parties shall enter into a fresh agreement with prevalent price from Company at least two (2) month before the expiry of the current agreement. Failure to do so shall automatically result in termination of the current agreement.

1. Force Majeure

Company shall not be liable; for any inability to fulfil their commitments hereunder occasioned in whole or in part and/or responsible for any delay or failure to fulfil any of its obligations nor be liable for any loss or damage suffered or incurred by the Client caused due to a force majeure event including directly or indirectly by any Act of God, war, act of terrorism, government restriction, strike, lockout, bandhs, bomb blast, terrorist activity, trade dispute, fire, explosion, flooding or other acts of nature, breakdown, inability to secure government authorization and/or approvals or any other cause whatsoever, beyond the control of Company.

1. Indemnity

Client shall be responsible and liable for and shall indemnify Company and keep the Company indemnified against any and all claims, liabilities, and damages, losses, suffered by Company (hereinafter collectively referred as Losses”) provided the Company demonstrates that the losses are solely attributable to gross negligence or willful default of the Client.

1. This Agreement supersedes and replaces any previous Agreements or letters that may have been entered into between Company and the Client regarding the subject and matters governed by this Agreement.
2. Dispute

In the event of any dispute between the parties regarding the provisions of this agreement or any transaction effected pursuant to this agreement or otherwise arising out of this agreement including any claim will be resolved amicability within 15 days of the dispute, failing which the dispute shall be referred to arbitration of a Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted in English language and the seat of Arbitration will be Mumbai. The Award in Arbitration shall be binding on the parties.

1. In the event of any dispute arising between the parties herein, the Courts in Mumbai shall be the Competent Court to decide the issues and shall have exclusive jurisdiction in that connection.
2. The person executing this Agreement for and on behalf of the Clients has necessary resolution/authority from the Clients Society to execute the Agreement.

For Client:

Signature

Name

Designation

Date

For Company:

Signature

Name

Designation

Date

Annexure A

|  |  |
| --- | --- |
| Average daily segregated organic waste to be collected and treated by Company for the Client | 30 kg |
| Timeslot for daily collection and primary treatment of waste | 10:00 AM – 12:00 PM |
| Days of Service | 7 days a week |
| Quantity of compost to be delivered to the Client weekly | 50 kg |