

(8) AGREEMENT FORM

Tender, Dated the _____

Standing Committee Resolution No. _____ dated _____

Education Committee's Resolution No. _____ dated _____

CONTRACT FOR (i) Petty building repair and its allied works including slum improvement works in City, Western Suburbs and Eastern Suburbs (ii) Petty storm water drain repair works in Western Suburbs and Eastern Suburbs for the period from 01.06.2012 to 31.03.2014

ARTICLES OF AGREEMENT ENTERED into this _____ day of _____
Two thousand -----
Between

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in habitants of Mumbai, carrying on business at

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in Mumbai under the name and style of
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(hereafter called 'the Contractor') of the first part and Shri

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the Director (E.S.& P.) of the second part and the Municipal Corporation of Greater Mumbai hereafter called the Corporation of the third part WHEREAS the Municipal Commissioner for Greater Mumbai has deputed under Section 56 and 56B of the Bombay Municipal Corporation Act his power under the provisions contained in Chapter III, of the Bombay Municipal Corporation Act of the Director (E.S.& P.) and WHEREAS the Commissioner in pursuance of Tender Contract the powers vested in him as such Municipal Commissioner, as aforesaid by the description work Bombay Municipal Corporation Act, and in accordance with the provision of the said Act, lately advertised notice inviting tenders for the execution of the work as mentioned above in Greater Mumbai in Division No.....

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belonging or in possession of the said Corporation or in the respect of repairs for which the said Corporation is liable and for the execution of petty works, from Budgetary Grants/Grants available for execution of unforeseen works, as well as SWP works and other non budgetary works each costing not more than Rs.10,00,000/-, however, the Contractors may be asked to carry out the works

Acceptance of
tender

upto Rs. 20, 00, 000 /- with the sanction of the competent authority in case of new works and other repair works generally mentioned in the schedule hereto annex during the period from 1st April 2012 to 31st March, 2014 AND WHEREAS the Contractor have tendered for the same and their tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation) on the terms and conditions hereafter specified AND WHEREAS by way of deposit by the sum of Rs. 60 lakhs as security plus Additional Security Deposit of Rs_____ in the form of Demand Draft for the due and faithful performance by the said Contractor of this Contract. NOW THESE PRESENT WITNESS and it is hereby agreed by and between the Contractors on the one hand and the Commissioner for and on behalf of the Corporation and for and on behalf of himself and his successor and successors in the said office of the Municipal Commissioner on the other hand as follows :

- 1 The contractor shall be deemed to have commenced from and after the Duration of First day of 1st day of April Two Thousand Twelve and shall continue contract in force (unless previously determined by the Commissioner as herein after mentioned) until the Thirty First March Two Thousand Fourteen. The words Municipal Commissioner or Commissioner wherever they occur in this tender in the text shall be construed to mean, Director (E.S.& P.) or Deputy Municipal Commissioner.
- 2 The Contractor shall during the continuance of this contract from time Works to time and at all time forthwith execute and do or cause to be According to Engineer's executed and done according to the directions and to the entire to Engineer's satisfaction of the City Engineer or/and Hydraulic Engineer of the Directions Corporation for the time being hereinafter called ("the Engineer") or any other officer of the Corporation authorized in that behalf at the rate specified in the Schedule hereto annex and in the due accordance with the "Notes" proceeding the Schedule of Rates any work or works the cost of which does not exceed to Rs.10,00,000/-, however, the Contractors may be asked to carry out the works upto Rs. 20, 00, 000 /- with the sanction of the competent authority for each work in case of new works and other repair works which the Contractor may be called upon to do and also any repairs required to be done to any of the building belonging to or in the possession of the Corporation for the repairs whereof the Corporation is liable, to these properties in any part of Division No..... Commencement of works immediately after order and provided however that the Engineer shall be at carry on the same liberty to delete or add any item given in the work order and to carry with vigour. departmentally by the City Engineer's Department or through the of these works departmentally shall be no ground either of complaint on the part of the Contractors or for refusal on their part to carry out the remaining portion of the work in any of the properties if part of the

- same has been carried out departmentally by the Engineer.
- 3 The Contractor shall commence the works immediately after the receipt of the Engineers order so to do and carry on the same with vigour at whatever point or points and in such portions as Engineer may direct, and if it shall at any time appear to the Engineer that the works or any part thereof are not being carried on so as to ensured completion of the whole work within the period specified in the respective orders for different properties he may give to the Contractors a written notice requiring the completion of any part of the works by a time limited therein.
- 3A The time allowed to carry out the work as entered in the work order shall be strictly observed by the contractor and shall be reckoned from the date on which it is ordered to commence the work. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the Contractor) and the contractor shall pay as compensation an amount equal to one percent such smaller amounts as the Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, (in all cases where the time allowed for any work exceeds one month) to complete.
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|------------------------------|-------|---------------------------|
| $\frac{1}{4}$ of the work in | | $\frac{3}{8}$ of the time |
| $\frac{1}{2}$ of the work in | | $\frac{5}{8}$ of the time |
| $\frac{3}{4}$ of the work in | | $\frac{3}{4}$ of the time |

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amounts, as the Engineer (whose decision in writing shall be final) may decide of the said estimated cost of whole work for every day that the due quantity of the work remains incomplete; provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10 per cent of the estimate cost of the work as shown in the tender.

- 3B In any case which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid the one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Assist. Municipal Commissioner, on behalf of the Mumbai Municipal Corporation shall have power to adopt any of the following sources as he may deem best suited to the interest of the Corporation.
- (a) To rescind the contract (of which rescission notice in writing to the

contractor under the hand of the Executive Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

- (b) To employ labour paid by the Municipal Corporation and to supply material to carry out the work, debiting the contractor with the cost of the labour and the material (as to correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the rates as if it had been carried out by the contractor under the terms of his contract and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
 - (c) To order that the work of the contractor be measured up and to take Work disapproved such part thereof, as shall be unexecuted out of his hands and to give it to be removed another contract or to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne by the original contractor and shall be deducted from any money due to him by Corporation under the contract or otherwise or from his security deposit or the proceeds of sale thereon or sufficient part thereof. In the event of any of the above sources being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained to him by reason of his having purchase, or procured any material, or entered into any engagements, or made any advances on account of, or with a view to the execution the work or the performance of the contract. And in case the contract or shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereto for actually performed by him under the contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to paid the amount so certified.
4. All such work as is not in accordance with the direction of the Engineer or other officer aforesaid or is composed of materials disapproved by him, or the workmanship whereof is disapproved by him shall be taken down and removed by the Contractors at his/their own risk and expense within twenty four hours after receipt by him/them of a notice to that effect signed by the Engineer or other officer aforesaid shall be at liberty at the risk and expense of the contractors to take down and remove the same and to cause such work to be executed by any person or persons at such rates and prices as the Engineer may think proper and cost and expense thereby incurred

including 15 per cent supervision charges on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty the Engineer shall be competent to impose against the imposition of which or the amount thereof by the Engineer an appeal shall lie only to the commissioner within seven days of the order in that behalf of the Engineer and the decision of the Commissioner on which shall be final and binding upon the contractors may be deducted from any money due or to become due to the contractors under this or any other contract between the contractors and the said Corporation.

- 4(A) Contractor will be levied for defects and lapses observed at first instance Rs.5000/- to Rs.10,000/- and so on. After lapses & defects are notified to the CONTRACTORS and if same are not rectified by the contractors in time a note will be taken in Ephemeral Register.
5. All orders of the Engineer or other Officer aforesaid the supply of labour for execution of work shall be promptly attended to and executed by the contractors, and in case in the opinion of the Engineer or the other officer there shall be any failure or undue delay and the part of the contractor in attending to or executing the same to due diligence, the Engineer or the other officer aforesaid shall be at liberty to procure such labour from or cause such work to be executed by any person or persons at such rates and prices as the Engineer or other officer aforesaid may think proper, and the cost thereof, and all expenses incurred thereby including 15 percent. Supervision charges on the works executed shall be deducted from any money due or to become due to the contractors under this or any other contact between the contractors and the Corporation.
6. The contractor shall provide all labour, pumps, mills, stores, struts, planking, shoring, centering templates, staging, scaffolding, tarpaulins and all plants and tools requires to carryon and to complete the work to the satisfaction of the Engineer, and shall fence with bamboo or other good materials of sufficient strength all excavation to the satisfaction of the Engineer and shall light the same at night and keep sufficient watchman to the satisfaction of the Engineer. No material, plant, etc. once brought to the work shall be removed without the written permission or order of the Engineer until he has certified the completion of the work.
7. Rates for such additional, altered or substituted work shall be determined as follows:
 - (i) If rate for additional, altered or substituted item of work is specified in the bill of quantities and rates, the contractors shall carry out the additional altered or substituted item at the same rate
 - (ii) If rate for any additional altered or substituted item or work is not included in the bill of quantities and rates, such item of work shall be carried out at the relevant corporation's fair

Engineer may get work done at expense of Contractors in case of failure.

Contractors to provide all labour and to complete the work to plant etc.

Fence and light materials not be removed.

Rates of works not included in schedule

market schedule rates prevailing at the time of execution of extra work (subject) to the addition or deduction at the same percentage quoted by the contractors

- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in (i) and (ii) above, or the rate so determined is found to be unreasonable, then the contractor will be paid at such fair and reasonable rates as worked out by the Engineer on the basis of material, labour and operation of plant and machinery etc. required to execute the item and allowing 15 percent to cover profits and overhead charges.

8. If the Contractor's fail to complete any work given to him/them under this contract within the period mentioned in the work order for that work, if shall be in the discretion of the Commissioner to charge the contractor's supervision charges for every day that he/they delay the work beyond the period mentioned in the Work Order. The supervision charges per day may be charged at the rate of 7.50 per cent of the total amount of the work order divided by the period in days given in the work Order or Rs.2.50 per day whichever is more and such charges will be livable for everyday inclusive of Sundays and holidays. The commissioner may at his discretion waive the part of whole of the Supervision charges that may become payable by the contractor's on account of non-completion of the work within the period mentioned in the Work Order.
- Contractors to pay Supervision charges for not carrying out the work within the period mentioned in the work order.

- 8A. In the event of the said deposit of Rs._____ plus Additional Security Deposits of Rs._____ in the form of Demand Draft having been made by the contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors under any of the provision of the contact becoming subject to or liable for or damages any penalty or damages liquidated or un-liquidated of the said deposit of Rupees_____ plus Additional Security Deposits of Rs._____ in the form of Demand Draft becoming forfeited as herein before mentioned then and in any such case the amount of any such penalty or damages and the deposit forfeited, if not previously paid to the commissioner, shall immediately on demand , be paid by the said Bankers at any may be forfeited by the Commissioner under and in terms of the said general Undertaking and Guarantee. If not penalty or damages or forfeiture of deposit shall be extracted or claimable from or against contractors under this contract, the contractors and the Bankers shall at the expiration of his contract be free 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 Contractors 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
- Contracts may be put and end to on breach etc.

other subsisting Tender or contract entered into by the Contractors with the Commissioner and/or the Corporation.

9. In case of failure on the part of the Contractor at any time during continuancy of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this Contract the Commissioner shall be at liberty absolutely to determine the same by giving the Contractors one calendar month's previous notice in writing of his intention to do so and in such case the said sum of Rupees_____ plus Additional Security Deposits of Rs._____ in the form of Demand Draft Deposited as security as aforesaid paid by the contractor while submitting the tender shall be absolutely forfeited to the Corporation. Forfeiture of deposit
10. These present and every clause matter and thing herein continued shall cease and determine on the Thirty first day of March Two Thousand Twelve(Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the right and remedies of the parties hereto in respect of any clause or think herein contained which may have been broken or not performed. Termination of contract.
11. The Contractors shall be responsible for all risks to the work and shall make good at his own cost all, loss or damages whether to the works themselves or to any other Municipal property or to the lives, persons, or property or other, from whatsoever cause arising out of, or in connection with the works, either during their progress and this although all reasonable and proper precautions may have been taken by the Contractors and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages or to pay compensation to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omission on the part of the Contractors, the amount which the Commissioner may pay in respect thereof and the amount of any costs of charges (including law costs and charges in connection with legal proceedings) which he may incur in reference thereto 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 damages or in case of threatened legal proceedings, in anticipation or legal proceedings being instituted consequent on the action or default of the Contractors to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings, charging to the Contractors as aforesaid, any sum or sums of money which he may pay and any expenses whether for reinstatements or otherwise, which he may incurred and the property of any such payment, defence or compromise, or of the incurrence of any such expenses shall not be called in question by the contractors. Responsibilities of damage, liabilities, etc.
12. The Contractors shall in respect of the work or works to be executed by him under these present take steps to comply with the Workmen's The Contractor responsible under

- Compensation Act and shall pay any damage paid by the Corporation the Workmen's in accordance with the latter's liability under the said Act in respect of Compensation Act. such work or works.
12. The Contractor shall take out a policy as per the provisions of the Workmen's Compensation act for the purpose of ensuring compensation o the workers engaged by them. The contractors shall not be permitted to commence the work unless such policy has been issued by them in favour of their works. The policy should over the work and entire period under contract.
12. (a) All Insurance to be effected on behalf of the Corporation by the contractor/s shall be taken from the Directorate of Insurance Maharashtra State, Griha Nirman Bhavan, 1st floor, Room No.264, Opp. Kalanagar, Bandra, Mumbai-400 051 only, in any case the insurance cover is not offered by the Maharashtra State Insurance Fund then the cover shall be taken out from the Insurance Company/Companies approved by the Maharashtra State Insurance Fund.
12. (b)
13. The Contractors shall keep in safe custody all the material removed from the buildings, roads, etc., during the progress of the work and shall deliver the same at contractors cost wherever directed within their respective premises or compounds. In the event of loss or damage of such material the Contractor shall be responsible for the same. Contractor to keep safe custody of materials removed from Building, etc.
14. The whole of the work specified & provided for in the Specifications or that may be necessary to be one in order to form and complete any part thereof shall be executed in the best and most substantial and workman like manner with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the Specification and as referred to in and represented by the Drawings, or to such other additional particulars, instructions and drawings a may be found requisite to be given during the carrying out of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractor from time to time received from the Engineer. The Engineer shall have full liberty from time to time and at all time to inspect, examine and test the materials and workmanship and shall and may at any and every such time reject any of the material or workmanship which seems to him defective and unfit or improper for the several purposes to which they are applied, or intended to be applied or not in accordance with the description mentioned in or intended by the Specification or the said Drawings, instructions or directions respectively. Execution of work with best material and workmanship described in Specification and Drawings or in accordance with additional instructions Inspection and testing of materials. Rejecting defective materials.
15. Any extra expense beyond the prices specified in this contract which may be incurred by the Corporation in the performance of the works required owing to the neglect or omission of the Contractors or his workmen in any of the cases mentioned in the Contract, shall be Liability of the Contractor for extra payment.

deducted from any sums due, or which may thereafter become due, to the Contractors by the Corporation, or he may be called upon to pay the amount of such extra expense to such persons as the Engineer may appoint to receive the same and in the event of the Contractors failing to make such payment the said amount shall be charged to them.

16. The Contractors shall provide at his cost an office or chowky equipped Contractor to with a telephone and an attendant at such place to be previously provide Chowky or approved by the Engineer, at which notices from the Commissioner or office the Engineer may be served or ordered and instructed for the work may delivered or communicated. The contractors shall at during all hours between sunrise and sunset see that the attendant or some other authorized person is stationed at his such office, to receive such notices, orders or instructions, as the case may be, Services of any notices, orders, instruction etc., left with the attendant or other authorized persons or at such office shall be deemed good service.
- 16 (a) The Contractor shall undertake at his cost to dismantle the office chowky, cement godown, or any other structures permitted, after the expiry of the contract period. In case the contractor fail to remove such structures the same will be removed by the Municipal Corporation at the risk and cost of the contractors. The Contractor will also be liable for suitable action including demotion deregistration etc. as deem fit.
17. The Contractors shall given in writing due intimation of the Contractor to give commencement and of the completion of the work immediately the intimation before work is commenced or completed. If any of the works are commenced starting the work and by the Contractors without giving an intimation of its commencement after completion and if late on any of the variations, additions or alterations are required to be carried out in such works or any of the works contemplated are required to be omitted with or without substitute or any other work in lieu thereof, the Contractors shall be liable to carry out the required variation additions, alterations, or removal at his own cost without asking for the extra expenditure which may be incurred due to such variations, additions, alterations or removal or any work, which is required to be omitted.
- 17 (a) The contractor should prepare item-wise bills and submit the same to the Corporation within three months from the date of completion of work.
18. No work shall be done between sunset and sunrise or on Sundays or on Work closed Government holidays, except with the special sanction of the Engineer between sunset and in writing previously obtained, and the with holding of such sanctions sunrise or on shall be no ground of complaint on the part of the Contractor or cause Sundays and for compensation to them. The period with which the work has to be holidays carried on and completed has been fixed in terms of this clause with the provision that the total number of hours or work permissible shall

not exceed 48 hours in a week and on work days shall not exceed eight hours, the actual times within these said hours, shall be worked being in subject to mutual arrangements with the contractors at the commencement of the works or from time to time as may be required and provided that for one hour about mid-day exclusive of the permissible eight hours for work, all work shall be stopped for rest and meals. Though sanction may be accorded to the contractor to work on days and at times otherwise normally non-permissible under this contract the contractor shall be required to bear the cost of such supervision as in the opinion of the Engineer may be necessary at this times. It should be distinctly understood that the granting of permission to work extra hours to work on Sundays and holidays will be entirely at the discretion of the City Engineer and cannot be claimed by the Contractors as a matter right and the refusal to grant such permission will not be set up as a ground or excuse for not completion the work within the work order period. If on the other hand the Engineers requires that the work shall be proceeded with on days and at times otherwise normally non permissible under this contract the Contractor shall proceed with the work but he will not be required in such case to bear the cost of Municipal establishment employed at the time. A six hours work at night will be considered as equal to a day's work. such number of days and hours as may be worked under these exception will be taken into account in determining the contract period fixed for completion of the works.

19. The Contractors shall provide sufficient number of qualified supervisors if such persons are found by the Engineer not to possess adequate knowledge of the works entrusted to them or in any manner unsuitable to be entrusted with such supervision by the Contractors, then the Engineer may in his discretion insist on the employment of the persons holding degrees in Engineering of recognized Universities and the appointment of such persons shall be subject to the approval of the Engineer. The Contractors shall further employ as may mistry as may be determined by the Engineer and shall at all times, employ a competent foreman and careful and skilled workman in or about the execution of the said works to the satisfaction of the Engineer and any Forman, supervisor, mistry or workman, to whom the Engineer shall object on the ground of bad behavior, incompetence, or negligence, shall be discharged by the Contractor within twenty four hours after the receipt of written order signed by the Engineer requiring such discharge and no person who has been so discharged on the written requisition of the Engineer shall be allowed on the works except by theEngineer requisition written permission of the Engineer."

Work-people
supervisors

Removal of foreman
workman on
Engineer requisition
20. If any materials which the Engineer may consider to be inferior qualityInferior or unsuitable or otherwise unsuitable shall be brought to the work (whether the materials to be Engineer's Inspector shall have passed the same or drawn the removed, or , if the

Contractor's attention to the unsatisfactory nature thereof or not) the Engineer may be written notice require the Contractors within 24 hours to remove such inferior or unsuitable materials from the ground and forthwith replace the same with other suitable materials according to the Specification or if the Engineer shall be of the opinion that any such inferior or unsuitable materials can , by further labour cleansing or other treatment be rendered suitable and fit for the work he may be like notice require the contractors within such time as he (the Engineer) shall think reasonable to take measures as shall be necessary on that behalf. If default of compliance by the Contractors with any such requisition as aforesaid, it shall be lawful for the Engineer to cause such materials to be removed as rubbish, or to cause such measures as aforesaid to be taken in reference thereto in either case at the Contractors risk and cost and the amount of any expense so incurred shall be charged to the Contractors.

engineer so directs,
rendered fit for the
work at the
Contractor's
Expenses.

21. The Contractors shall within twenty four hours after notice in writing to that effect, pull down and remove such portion of the work or work as the Engineer may consider to be executed in an unsatisfactory manner and shall proceed to substitute other work to the satisfaction of the Engineer, in place of the work so removed or pulled down and the Contractors shall be bound to remove such work and proceed as fast herein before provided even though the Engineers inspector may have passed the said work or failed to draw the contractor's attention to the unsatisfactory nature thereof. Removal of defective work
22. The contractors shall give to the engineer and his Inspectors free access to as or any of his work yards of workshops for the purpose of enabling them to inspect or examine any materials, whether under preparation or otherwise, and shall by all means, in his power facilitate such examination or inspection. Access to Engineer in case of delay in, execution of work.
23. The contractor shall provide at his own cost all necessary materials for the work and all tools, measuring rods and other implements and labour required for the proper setting out the work, and shall be entirely responsible for such setting out and shall at once alter or amend any mistake or deficiency in such setting out on being ordered to do so by the Engineer. The Contractors shall also provide all men, material, appliance work and shall be entirely responsible for such setting out and shall at once alter or amend any mistake or deficiencies in such setting out on being ordered to do so by the Engineer. The Contractors shall also provide all men, material, appliance and things which the Engineer and his Assistance's or the Inspectors may require for measuring or inspecting works. Contractor to provided materials, etc., for setting out work and make alterations herein as required.
24. The Contractor shall not assign or make over this Contract to any otherContract not to be

person nor shall they sublet the work of any part thereof without the consent of the Commissioner in writing and in case the Contractors shall assign or make over his Contract or underlet the work or any part thereof contrary to this agreement the Commissioner may, by written notice to the Contractor, require him to withdraw from the work and such requisition to withdraw shall in every respect have the effect of and will be subject to the same terms and conditions as a requisition under clause 25 thereof.

25. If the Contractors shall neglect or fail to comply with any notice requisition or order of the Engineer or if it shall appear to the engineer that the Contractor has failed to fulfill any of the conditions of the Contract or is making default in the Execution of the work or any part thereof or any thing connected therewith with due and sufficient diligence and care, or if the Contractor shall become insolvent or be declared bankrupt or shall make a composition with their creditors, then and in any or either of these cases the said sum of Rupees..... plus Additional Security Deposit of Rs..... in the form and Demand Draft cited as security as aforesaid by the Contractors and any interest that may have accrued thereon if it be invested in public securities shall be absolutely forfeited to the Corporation as liquidated damages and the Commissioner may, without vitiating this contract, by written notice, require the Contractors to withdraw from the whole or any portion of the work and the Contractor shall be bound forthwith to comply with such requisition and the Commissioner may engage or employ any other person or workmen and procure all requisite materials and implements for the due execution and completion of the said work, or for the stoppage of temporary cessation of the said work so as to obviate obstruction to traffic or other inconvenience to the occupants of buildings and the cost and charges incurred in so doing shall be finally settled by the Engineer certificate and paid for or allowed to the Corporation by the contractors and the amount of such cost and charges shall be charged to the Contractors or in lieu of giving such notice withdraw the Commissioner or Engineer on his own authority may employ additional workmen on the work at the expense of the Contractors.
- assigned or undertet
Penalty for
subletting contract.
in case of delay in
execution of work.
Insolvency etc.,
Commissioner may
take work out of
contractors or
employ additional
workmen etc.

26. Any person so employed by the Commissioner in pursuance of the authority of the last preceding Clause may use all plant, material and things brought upon the ground by the Contractor and in addition to and with prejudice to the foregoing provisions in case of failure on the part of the Contractors at any time during the continuance of this contract to comply with any of the conditions herein contained or in case of any breach whatsoever or any portion of this contract, the Contractor's plant materials, etc. may be used by persons employed by Commissioner

Commissioner for the time being shall be at liberty absolutely to determine the same by giving to the contractors fourteen days previous notice in writing of his intention to do so and in such case the contractors shall be responsible for and shall make good to the Corporation may sustain in consequence of such failure or a breach or determination of the contract and without prejudice to the generality of the foregoing the said sum of Rupees_____ plus Additional Security Deposit of Rs._____ in the form of Demand Draft absolutely forfeited to the said Corporation as liquidated damages for such failure or breach or determination of the Contract.

27. Each work shall be measured and paid for only on its completion. In case of works extending over a period of one month or longer and involving an expenditure of more than Rs.50,000/- in any one case, the contractor's Bill Engineer in charge shall during the progress of the ascertain and certify for payment to the contractor according to his estimate the proportionate value of the work done and approved during the then past month. Payment of
- 27 (a) "Not withstanding anything contained in clause No.27 above, the Commissioner reserves his right to discontinue/suspend such a payment of the proportionate value of the work as and when necessary"
28. No certificate that may be granted by the Engineer to the contractors under this contracts shall relieve the contractors from, liability or deprive the Commissioner of his remedy for and in respect of unsound work or bad materials discovered subsequent to the rate of such certificate or passing the bills for the work for payment. Certificate not to remedy for bad material or unsound work.
29. The contractor shall on completion of work, or when directed by the Engineer remove all plant, tools materials and rubbish which may have been used or may have accumulated during the progress of the works other than those permanently taken into the work. And all rubbish or surplus materials or plant which the Engineer may require the contractors to remove at any time during the progress of the work shall be removed by the contractor within twenty four hours after the receipt of written notice from the Engineer requiring him to remove the same. And in default compliance with such notice, the Engineer may forth with remove all such rubbish, surplus material or plant at the cost of the contractor. Removal of plant and surplus materials etc.
30. If any dispute or difference shall arise between the Engineer or other aforesaid on the one hand and the Contractors on the other hand concerning the works to be executed by the contractor under these Disputes etc., to be decided by the Commissioner

presents, or any of them, or the quantity or quality of workmanship thereof respectively or regarding any fine imposed or other action taken or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the contractors or of the Engineer or other officer aforesaid, or the mode of carrying out and giving effect to the provisions of these presents or concerning the meaning or intention of this contract or of any part thereof or concerning any certificate or order made or purporting to have been made thereunder, or in any way whatsoever, relating to the interest of Corporation or of the Contractors every such dispute and difference shall from time to time be referred to and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the contractors or together concerned or any of them and who shall decide and determine thereon and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sums or balance or money to be paid to or receive from the contractors by the Corporation.

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| 30
(a) | In case of any claim, dispute or difference arising in respect of a contract the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent Court in the City of Mumbai only. | Jurisdiction of Courts. |
| 31. | The directions, decisions, certificates order and awards given and made on such reference as aforesaid by the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the contractor respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any informality, omission, delay or error of proceeding or any other ground or for any preference, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise howsoever and it shall not be competent for the contractors and the Corporation to accept to any hearing or determination before or of the Commissioner or to any certificate, order award by the Commissioner, on the ground of any want of jurisdiction or excess of authority or irregularity of proceedings, but all matter made the subject of any such hearing or determinations or included in any certificate, order or award and whether of retrospective or prospective operation or effect shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly an judicated upon. | Commissioner's direction and decision to be final and binding |
| 32. | The Commissioner shall not be made a part or to be required to defend | Commissioner not |

- or answer any action suit or proceeding at the instance of the Corporation or of the contractors nor shall he be comparable by any proceedings whatever to answer or explain any matter relating to any certificate or award made by him or to state of show how or why or not what grounds he settled, ascertained or determined or omitted to settle, ascertain or determine any matter whatsoever not shall be compellable to state or give his reason for any proceedings whatever which he may take or direct to be taken in or about the premises or show to any person or persons or any purpose whatsoever any document whatsoever or any calculation or memoranda, whatsoever, in the possession or power relating thereto.
33. In case the Contractors or any person in their behalf shall pay or offer a gratuity on reward to any employee or officer of the Corporation, the Commissioner shall, on being satisfied on the fact, be at liberty at any time forthwith to cancel the contract and the Contracts shall in such case be chargeable with a penalty of Rupees Two Hundred as and by way of damages on account of such wrong doings. The Contractor shall not lend or borrow any money to and from Municipal employee or enter with him directly or indirectly into monetary transaction.
34. The Corporation shall have a lien on and over all or any money that may become due to and payable to the contractors under these present and/or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the contractor under the conditions in that behalf herein contained, for or 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 other under this or any other Contracts or transactions of any nature whatsoever between the Corporation and the contractors and also for or in respect of any Municipal tax or taxes or other moneys which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others under the provisions of the Bombay Municipal Corporation Act or of any other Statutory enactment or enactments in force in modification or substitution thereof AND further than the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debit or sum or tax due by the contractor from the moneys security or deposit which may have become payable or returnable to the Contractors under these presents. Provided however that nothing in this clause shall apply to any moneys due and payable by the contractors in his/their capacity as a trustees either alone or jointly with others. The provision of this condition shall also either in addition to or in substitute the cash or security deposits to be made under the contract.
- 34 (a) The retention money shall be recovered from the contractors running bill at the rate of 5% of the Interim Payment Certificate.
35. The said sum of Rupees _____ plus Additional Security Return of deposit. Deposit of Rs. _____.
- compeltable to detend or answer any suit relating to any certificate or award made by him.
- Gratuity to Municipal Officer
- Corporation liens on all money due to contractor on his security and deposit money.
- Money

in the form of Demand Draft deposits as aforesaid together with any interest thereon which may have been collected, shall at the expiration of this Contract or after payment of final bill which ever is later be refunded to the Contractor unless the same shall have been forfeited as herein before mentioned and all charges for the safe custody and withdrawal of and for the collection of interest on the said sum of Rupees _____ plus Additional Security Deposit of Rs _____ in the form of Demand Draft deposited as security moneys (though the Commissioner shall not be bound to collect an interest unless the Contractors by written applications required him so to do) shall either be paid by the Contractors or be deducted out of any moneys that may be or become due to the Contractors under this or any other contract between the Contractors and Corporation.

- 35 Defect liability period will be one year for C.W.C. for building repair
(a) work and as per details in Annexure 'A' from completion of last work. Security Deposit/retention money to be refunded only on payment of last final bill or after defect liability period whichever is later.

36. It will be optional with the Engineer to allow the Contractors the use of (free of charge any available vacant plots of grounds belonging to the Corporation and in the neighborhood of the works for the purpose of store yards. They may erect sheds and offices thereon if permitted to do so by the Engineer and shall remove the same and vacant the ground on the completion of the works of when required to do so by the Engineer after receiving reasonable notice. They shall make good any damage which may have been done and restored to good conditionary thing which may have been disturb during the period of their occupation, they shall not use or allow to be used any such ground sheds or offices or any portion of the site of the works contemplated under his/their contract. The Contractors shall pay all taxes which may be claimed by the assessment or any other Department in respect of ground sheds or offices used as above. Vacant ground
37. 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 Contractors during the tendency of this contract it is hereby expressly agreed that every receipt by any of the

- surviving Contractors shall if so signed as aforesaid be a good and sufficient discharge as aforesaid. Provided that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractors so doing for or in respect of any breach of any of the conditions thereof. Provided also that nothing in this clause contained shall be deemed to prejudice or after the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractor interest.
38. i) All charges fixed to be levied in connection with the Analysis of Stores and Materials used or to be used by the Contractor in the execution of Municipal work shall be paid by the Contractors.
(ii) Such payment will only be enforced in the event of the articles supplied and analyzed by the Municipal Analyst being found to be inferior to specification or stipulated quality.
(iii) The fees as per the prevailing schedule in force will be applicable.
39. All the costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursement shall be paid by the Contractors. Cost of contract.
40. The contractors shall have to carry out such work or works as may be ordered by the Engineers or other officer as aforesaid. Work to be carried out
41. The Contractors shall, in respect of the work or works to be executed by him under these presents, have to engage the services of a Licensed Plumber to supervise the works of drainage and water fittings and shall confirm to at the rules regarding testing of pipes, fitting and certification of works.
42. Electric power required by the contractors for the polishing of tiles, welding or for any other purposes will not be supplied by the Corporation from the existing connections of the premises. The Contractors will have to make their own arrangements for getting the separate electric connection for the electric power required by them.
43. For all purposes connected with the work, except for domestic purpose, water will be supplied to the contractors, through an unmetered connection. A fixed percentage of 3% & 1½% actual cost of construction will be charged to the contract work towards recovery of water and sewerage charges respectively. Water & Sewerage charges will not be Water Supply

actually recovered from the contractors but will adjusted in the running bills by debiting to the grants and crediting to the revenue.

- 43 (a) However water and sewerage charges at the rate of 1% will be charged in respect of works executed out of the lumpsum provision for unforeseen works in each Councillor's Constituencies.
44. For a period of twelve calendar months for civil works and 120 months for water proofing works after the date of completion of any major petty works under the contract, the contractor shall maintain uphold and keep in though repair and working order at their sole cost and expense and to the entire satisfaction of the Municipal Commissioner the petty works of the major nature as will be decided by the Engineer, Assist. Municipal Commissioner and shall also be responsible for and be liable under the provision of this clause to make good any defect that may during that period develop in the normal and proper working of the aforesaid work.
45. The Contractors shall have to carry out all R.C.C. works mentioned in the Bill of Quantities or so may be ordered by the Engineer.
46. The Contractors shall have also to carry out the works of repairs and replacement of the night soil pipes and all other urgent drainage repairs in private buildings as per instructions of concerned Assist. Municipal Commissioner.
47. The contractors shall have to carry out removing and refixing works of electrical fittings, fittings, fixtures, installation including replacement with new one if needed while carrying out repair works. Electrical Works
48. Contractor shall get the electrical work executed through Licensed Electrical Contractors.
49. The successful tenderer should appoint the electrical contractor before starting the civil work and get the work of dismantling of electrical installations like wiring, switchgear etc.
50. The electrical works be carried out through the said electrical contractor under the supervision of concerned staff of Asstt. Engineer Maintenance.
51. Contractor should take all precautions to protect electrical equipments like switchgears, fans, fittings, geysers etc., while carrying out guniting and civil repair works so that same are not damaged.
52. In the event of failure of the contractor of any unit to attend to the works entrusted to him by that Ward Office, the contractors of the adjoining unit/the contractors of any unit Failure of Contractor

of adjoining ward, can be called upon to carry out the said work in that unit either at the percentage above/below quoted by them or that quoted by the defaulting contractors for his unit whichever is higher and all the conditions governing this contract, shall mutatis mutandis govern such work in the adjoining unit/any unit of adjoining wards. The Contractor will have also to carry out the work at the percentages and in the manner as specified in the Clause-22 of General Directions to Tenderers.

53. The Contractor shall take photographs of the work site before commencing after completion and during the execution of work, as may be directed by the Engineer.
54. General condition of contract for civil works of the Municipal Corporation of Greater Mumbai effective from 01-04-2000 will be applicable for this tender except Clause No. 74(a), 74(b), 74(c) and any modified condition of G.C.C. incorporated in this tender.
55. Following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a) The said tender
 - b) The drawings
 - c) 'A' schedule effective from 01.04.2008, and FME schedule, C.S., FMR, FMSWD, H.E., & S.P. Schedules in force at the time of invitation of tender for detailed description of items, units, rates and specific
 - d) Specifications
 - e) The special conditions, if any
 - f) General Conditions of Contract effective from 1.4.2000 with revised amendments and any modified Condition of G.C.C. incorporated in this tender except Clause No. 74(a), 74(b), 74(c)
 - g) Tender Notice
 - h) Corrigendum/addendum if any
56. M.C.G.M. has contemplated a new policy for unemployed Engineers and Labourers' Co-op. Societies for allotting petty works. On approval of the said policy and prior to its implementation, M.C. reserves the right to foreclose the contract by issuing 30 days notice.

IN WITNESS WHEREOF the Contractors have hereunto set their hands and the Seal of the Corporation has been here unto affixed.

Signed and delivered by the Contractors

.....	
.....	
.....	Trading under the name and style of
.....	

in presence of
Witness ;.....
Address
.....
.....

Contractors
Address
.....
.....

Signed by the Director
(E.S.& P.) in the presence of -

Director (E.S.& P.)
for Municipal Corporation of
Greater Mumbai

E.E.Structural (W.P.U.)
For Dy.City Engr.(P & D)
Municipal Corporation of
Greater Mumbai

The Common Seal of the
Municipal Corporation of
Greater Mumbai was affixed on the –
..... day of
in the presence of –
(1)
(2)
Two Members of the Standing Committee of the
Municipal Corporation of Greater Mumbai
Witness

.....
Municipal Secretary

Contract examined with the Tender and the Resolution Nos.....
..... of the Standing Committee, Education Committee of
..... and respectively and found
correct.

Head Clerk

Dy.City Engineer (P&D)'s office