



# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **Mumbai Sewage Disposal Project Stage II - Priority Works**

### **BID DOCUMENT**

### **FOR**

### **PRIORITY SEWER TUNNEL – PHASE 2**

#### **Design and Build Contract**

**Bid No. 7200036535**

### **VOLUME – IV**

### **CONTRACT FORMS**

#### **EMPLOYER**

**Brihanmumbai Municipal Corporation**  
Municipal Head Office Building,  
Mahapalika Marg, Fort, Mumbai - 400001  
India

#### **CONSULTANT**

**Tata Consulting Engineers Limited,**  
15th floor Empire Tower ,  
Opp Reliable Tech Park  
Cloud City Campus, Airoli  
Navi Mumbai 400708.

**SEPTEMBER 2022**

**PRIORITY SEWER TUNNEL – PHASE 2  
DESIGN-BUILD CONTRACT**

**Layout of the Documents**

This volume is one of several that comprise the Documents.

These are:

	Instructions to Tenderers
Volume I	Conditions of Contract
Volume II	Employer's Requirements
Volume IIA	General Specification
Volume IIB	Void
Volume IIC	Drawings
Volume III	Schedule of Payments
<b>Volume IV</b>	<b>Contract Forms</b>
Volume V	Site Data

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**NOTIFICATION OF AWARD**

(Ref .ITT Cl. 38.1)

**LETTER OF ACCEPTANCE**

[on letterhead paper of the MCGM]

..... [date]. .....

To: ..... [name and address of the Contractor] .....

Subject: ..... [Notification of Award Contract No]. .....

Ref :

This is to notify you that your e-bid under no ----- dated . . . . [insert date]..... for the execution of the Contract for Priority Sewer Tunnel Phase 2 (DB Contract) and allied works from **Goregaon Pumping Station to New Malad IPS** by Segmental Lining. The estimated cost of works put to tender, is hereby accepted by M.C.G.M Mumbai

You are requested to enter into contract agreement with Municipal Corproation of Greater Mumbai for the above work.

This letter is conditional on receipt of and approval by the employer of the following documents to be submitted to employer within 28 days of the date of the letter of acceptance:

- (a) Company registration
- (b) Legal proof of formation of legal entity
- (c) Insurance policies
- (d) Performance bank guarantee
- (e) Parent company Guarantees (if applicable)
- (f) Registration of provident fund , EPF and ESIC
- (g) Goods and Service tax registration (GST)
- (h) Permanent account number (PAN)
- (i) Vendor registration formalities

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## CONTRACT AGREEMENT

(Ref. ITT Cl. 39.1)

### Contract Agreement

This Contract agreement made and entered into at Mumbai this -----day of -----  
-----Two thousand -----BETWEEN the Municipal Corporation of Greater Mumbai a  
body corporate having perpetual succession and a common seal constituted by the  
Municipal Corporation Act No III of 1888, hereinafter referred to as “the MCGM:  
(which expression shall unless repugnant to the context or meaning thereof be  
deemed to mean and include its successor or successors, administrator or assigns)  
Represented by Shri -----the Deputy Municipal Commissioner”  
(Special Special Engineering), herein after referred to as “the Deputy Municipal  
Commissioner” (Special Special Engineering) (Which expression shall unless  
repugnant to the context or meaning there of be deemed to mean and include the  
successor or successors for the time being holding the office of the Deputy  
Municipal Commissioner) of the first part and AND M/s. \_\_\_\_\_  
\_\_\_\_\_, a Company incorporated under  
Companies Act, 1956, having its registered office at  
\_\_\_\_\_, hereinafter referred to  
as “the Contractor “ (Which expression shall unless repugnant to the context or  
meaning thereof be deemed to mean and include its successor or successors and  
assign) of the Second part.

WHEREAS the Municipal Commissioner for Greater Mumbai has interalia delegated  
under section 56 & 56b as enumerated in Chapter II of the Mumbai Municipal  
Corporation ACT 1888 his powers to the Deputy Municipal Commissioner (Special  
Special Engineering).

And WHEREAS on behalf of the MCGM and Municipal Commissioner for Greater  
Mumbai, the office of the Deputy Chief Engineer (MSDP) -----cell had invited  
tender for execution of the contract works of “Priority Sewer Tunnel Phase 2 –  
Design Build Contract “ .

AND WHEREAS on evaluation of the bids received in the matter of the execution of  
the contract work of “Priority Sewer Tunnel Phase 2 – Design Build Contract” the  
Municipal Administration had recommended the bid submitted by the Contractor for  
approval of the standing committee of the MCGM for award of the contract work.

AND WHEREAS standing committee of the MCGM has approved the proposal of the  
Municipal Administration for awarding the contract work for “Priority Sewer Tunnel  
Phase 2 – Design Build Contract” to the contractor vide resolution bearing S.C.R. No  
----- of -----at the contract cost if Rs -----/- (Rupees-----  
-----only) subject to the Contractor agreeing to comply with the terms and  
conditions hereinafter appearing which the Contractor has agree to comply.

AND WHEREAS, the Contractor having agreed to comply with terms and conditions  
hereinafter appearing is desirous of recording the same subject to compliance of  
which the contract work as aforesaid has been agreed to the granted by the MCGM  
to the contractor.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND  
BETWEEN THE PARTIES HERETO AS FOLLOWS-

1. The parties hereto agree and declare that the recitals hereinbefore enumerated shall be deemed to form part and parcel of the terms and conditions of this Agreement
2. The Deputy Municipal Commissioner (Special Special Engineering) for and behalf of MCGM hereby awards unto the contractor the contract work for “Priority Sewer Tunnel Phase 2 – Design Build Contract “ on the terms and conditions appearing hereinafter.
3. The Contractor hereby agrees to undertake the contract work for “Priority Sewer Tunnel Phase 2 – Design Build Contract“ in accordance with and on the terms and conditions as contained in the documents hereinafter mentioned and on the terms and conditions hereinafter appearing.
4. The following documents are and shall be deemed to from part and parcel of this agreement and shall be read and construed as being part of this agreement as if they were incorporated in this agreement namely-
  - (a) Tender Notice
  - (b) Vol -I
    - FIDIC Yellow Book General Conditions;
    - Particular Conditions Part A – Special Provisions; and
    - Particular Conditions Part B – Appendix to Tender
  - (c) Employers Requirement – Vol-II
  - (d) General Specification – Vol IIA
  - (e) Physical Modelling specification – Vol II B
  - (f) Drawings; Vol-IIC
  - (e) Schedule of Payment - Vol-III
  - (g) Contract Forms-Vol.IV
  - (h) Minutes of Meeting, if any.
  - (i) Corrigenda, if any
  - (j) Addenda if any
  - (k) Letters of consent obtained from Specialized Agencies by the Contractor if applicable,
  - (l) Letters of consent submitted by the Contractor to appoint the specialize agencies as per f) above, if applicable
  - (m) Certificate of the Contractor certifying that the Contractor has taken cognizance of the documents at Sr. Nos. (h) to (j) above,
  - (n) The e-tender submitted by the Contractor
  - (o) All correspondence between the successful bidder and MCGM till issue of letter of acceptance,
  - (p) The Letter of Acceptance dated
  - (q) Work Order/s issued by the office of the Chief Engineer (MSDP) in favour of the Contractor
5. In consideration of the payment to be made by the MCGM to the Contractor as hereinafter mentioned the contractor hereby covenants with the MCGM to undertake the contract work of “Priority Sewer Tunnel Phase 2 – Design Build Contract “ in conformity in all respect with the terms and conditions contained in the hereinabove referred document and on the terms and conditions herein contained
6. The MCGM covenants to pay to the contractor in consideration of the contract work undertaken by the contractor the contract price of Rs -----

(Rupees-----only) at the time and in the manner prescribed by and as enumerated in the hereinabove referred documents which are deemed to form part of the agreement.

7. The stamp duty, the registration charges and other incidental charges of this contract agreement shall be borne and paid by the contractor

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE COMMON SEAL OF THE )

Municipal Corporation of Greater Mumbai )

hereto affixed )

in the presence of )

1. )

2. )

Two members of the Standing Committee )

who have affixed their respective )

signature in token thereof )

in the presence of )

MUNICIPAL SECRETARY )

SIGNED, SEALED AND DELIVERED )

By the within named )

Shri. \_\_\_\_\_ )

Deputy Municipal Commissioner )

(Special Special Special Engineering) for and on

behalf of ) the Municipal Corporation

of Greater Mumbai ) in the presence of ...

..... )

1. )

2. )

THE COMMON SEAL OF )

M/s. \_\_\_\_\_ )

has been hereunto affixed pursuant to the )

Resolution of Board of Directors )

meeting dated \_\_\_\_\_ )

in the presence of )

1. )

2. )

The Directors of the Company )

in the presence of )

1. )

2. )



DATED THIS      DAY OF                      2018

BETWEEN

The Municipal Corporation of Greater Mumbai

AND

M/s. \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE**

(On a Stamp Paper of appropriate amount as per The Bombay Stamp Act-)

**TO,**

**THE DEPUTY MUNICIPAL COMMISSIONER (SPECIAL ENGINEERING),  
THE MUNICIPAL CORPORATION OF GREATER MUMBAI,  
1<sup>ST</sup> FLOOR, SPECIAL ENGINEERING HUB BUILDING  
DR. E.MOSES ROAD, WORLI  
MUMBAI - 400 018.  
MAHARASHTRA  
INDIA.**

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE ..... BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at other places in India and having its Head Office at.....and Branch Office at.....hereinafter referred to as 'the said Bank'. SEND GREETINGS

WHEREAS the Municipal Corporation of Greater Mumbai hereafter referred to as MCGM has invited tenders for execution of work of .....hereinafter referred to as 'the said work.

AND WHEREAS M/s.\_\_(Name & Address of Company ..... has /have responded to the said tender and having been declared as the successful tenderer has /have agreed to execute the contract for the said work as per the terms and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful tenderer shall furnish to the MCGM a PERFORMANCE GURANTEE / of Rs.....(Rs.....) for faithful compliance of the terms and conditions contained in the tender document. The work awarded under the tender and the agreement date .....

WE ..... Bank to hereby undertake to pay on demand to the Municipal Corporation of Greater Mumbai an amount not exceeding Rs..... (Rupees.....) if M/s ..... commits any breach of any of the terms and conditions contained in the Tender document, does not faithfully execute the work awarded under the tender and commits breach of and the agreement executed on .....with Deputy Municipal Commissioner (Special Engineering) of the Municipal Corporation of Greater Mumbai hereinafter referred to as Deputy Municipal Commissioner.

WE..... do hereby undertake and agree to pay to the Deputy Municipal Commissioner (Special Engineering), of the Municipal Corporation of Greater Mumbai the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed and the obligations under the tender document and the agreement dated ..... is discharged by M/s..... (including successful completion of the Defects Liability Period) to the satisfaction of the Deputy Municipal Commissioner(Special Engineering) of Municipal Corporation of Greater Mumbai.

WE ..... Bank further agree and undertake to extend the period of this guarantee from time to time, as required by the Dy. Municipal Commissioner(Special Engineering or his successor or successors.

WE..... Bank, hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the Municipal Corporation of Greater Mumbai shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated ..... and the contract entered into with the .....of the Municipal Corporation of Greater Mumbai by M/s.....

WE ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner (Special Engineering) of Municipal Corporation of Greater Mumbai in writing.

WE ..... Bank further undertake to notify the Deputy Municipal Commissioner/Deputy Chief Account (WSSD) of Municipal Corporation of Greater Mumbai, regarding last date of expiry of Performance Bank Guarantee at least 30 days prior to such expiry date in writing.

Date this.....Day of .....

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(i) Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Manager \_\_\_\_\_  
For the \_\_\_\_\_  
(Name of the Bank)

(ii) Witness  
Signature \_\_\_\_\_

**Dated [ ], 20[ ]  
SUBCONTRACTOR  
AND CONTRACTOR**

**WITH**

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**COLLATERAL WARRANTY  
(SUBCONTRACTOR)**

**Priority Sewer Tunnel Phase 2 – Design Build Contract**

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**THIS DEED** is dated, 20[ ] and made between:-

- (1) **[SUB-CONTRACTOR]** having its registered office at [ ] (the “**Subcontractor**”);
- (2) MUNICIPAL CORPORATION OF GREATER MUMBAI having its principal office at Municipal Head Office Building, Mahapalika Marg, Fort, Mumbai – 400 001 (the “**Employer**”);
- (3) **[CONTRACTOR]** having its registered office at [ ] (the “**Contractor**”).

**RECITALS:**

- (A) By a contract dated the [ ] day of [ ] 20[ ] made between the Contractor and the Subcontractor (“the Sub-Contract”), the Contractor employed the Subcontractor to select and [ ] (the “**Equipment**”) and to [*fit/commission/maintain or otherwise describe services to be provided*] (collectively the “**Sub-Contract Services**”) forming part of the development of Priority Sewer Tunnel Phase 2 – Design Build Contract (the “**Works**”) for the Employer pursuant to a contract (the “**Main Contract**”) dated the \_\_\_\_ day of 20[ ] between the Contractor and the Employer.
- (B) It is a condition of the Sub-Contract that the Subcontractor enter into this Deed with the Employer.

**OPERATIVE PROVISIONS:-**

(A) OBLIGATIONS OF SUBCONTRACTOR

(i) *Level of Skill Required for the Sub-Contract Services:*

The Subcontractor warrants and undertakes to the Employer that it has exercised and will continue to exercise all necessary skill, care and diligence in the provision of the Sub-Contract Services and in all other services and duties performed or undertaken or to be performed or undertaken by the Subcontractor pursuant to the Sub-Contract or otherwise.

(ii) *Suitability of the Equipment:*

The Subcontractor warrants and undertakes to the Employer that the Equipment shall be suitable for the purposes intended as identified in the requirements set out in the Main Contract or otherwise as made known to the Subcontractor or required by way of instruction for the carrying out of a variation pursuant to the provisions of the Sub-Contract.

(iii) *Compliance with Sub-Contract:*

The Subcontractor further warrants and undertakes to the Employer that it has not broken and shall not break any express or implied term of the Sub-Contract.

(iv) *Indemnity:*

The Subcontractor shall indemnify and keep indemnified the Employer against any damage, loss or expense whatsoever incurred by it in consequence of any breach of this Deed or of the Sub-Contract or failure by the Subcontractor to comply with the terms thereof or as a result of the termination of the Subcontractor's employment pursuant to the provisions of the Sub-Contract.

(B) PROFESSIONAL INDEMNITY INSURANCE

The Subcontractor shall maintain professional indemnity insurance in terms acceptable to the Employer in an amount of not less than [INR ] for any one occurrence or series of occurrences arising out of any one event in terms substantially the same as its current policy for professional indemnity insurance for a period of two (2) years from the date of issue of the Commissioning Certificate issued on foot of the Main Contract and as and when it is reasonably requested so to do by the Employer, the Subcontractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained.

The Subcontractor will use its reasonable endeavours not to allow any such policy to lapse or the terms thereof to be materially amended during the said period of two (2) years and shall forthwith give the Employer notice of any proposal it receives regarding the withdrawal of cover or material amendment of policy.

(C) COPYRIGHT AND LICENCE:

(i) *Licence to use and Reproduce:*

The Subcontractor grants and agrees to grant to the Employer an irrevocable, royalty-free, and non-exclusive licence to use and reproduce all drawings, specifications and other technical data relating to the Equipment and all amendments and additions to them which are now, or may at any time in the future, be prepared, designed or prepared by the Subcontractor and which relate to the Equipment or the Sub-Contract Services including, without limitation, the modification, extension, repair, use, letting, sale and advertisement of the Equipment or any part thereof.

(ii) *Access and Copies:*

The Subcontractor agrees to provide access to the Employer at any time on its request to the material referred to in Clause C (i) above and, at the expense of the Employer, to provide copies as requested and, at the expense of the Subcontractor, to provide the Employer with a set of all such material on the issue of the Commissioning Certificate pursuant to the terms of the Main Contract.

(D) DETERMINATION OF SUB-CONTRACT:

(i) *Notice to the Employer*

The Subcontractor warrants and undertakes to the Employer that it will not exercise or seek to exercise any right of determination of the Sub-Contractor to discontinue the performance of any of its obligations thereunder without first giving to the Employer not less than ten (10) working days' notice of its intention to do so and specifying the grounds for the proposed termination.

(ii) *Extension of Notice Period*

Any period stipulated in the Sub-Contract for the exercise by the Subcontractor of a right of determination shall nevertheless be extended as may be necessary to take account of the period of notice required under the preceding Clause D (i).

(iii) *No Waiver*

Compliance by the Subcontractor with the provisions of Clause D (i) hereof shall not be treated as a waiver of any breach on the part of the Contractor as employer under the Sub-Contract giving rise to the right to termination nor otherwise prevent the Subcontractor from exercising its rights after the expiration of the notice unless the right of determination shall have ceased under the provisions of Clause E.

(E) SUB-CONTRACTOR/SUPPLIER'S OBLIGATIONS TO THE EMPLOYER:

(i) *Cessor of Right to Determine*

The right of the Subcontractor to determine the Sub-Contract shall cease within the aforesaid period of ten (10) working days referred to in Clause D (i) if the Employer shall give notice to the Subcontractor:

- requiring it to continue its obligations under the Sub-Contract in relation to the Equipment and the Sub-Contract Services;
- acknowledging that the Employer is assuming all the obligations of the Contractor as employer under the Sub-Contract; and
- undertaking unconditionally to the Subcontractor to discharge all payments which may subsequently become due to the Subcontractor under the terms of the Sub-Contract;

however the Employer shall not have any liability to make payment to the Subcontractor for work completed or materials supplied prior to the date of the notice.

(ii) *Continuation of Sub-Contract*

Upon compliance by the Employer with the requirements of Clause E (i) the Sub-Contract shall continue in full force and effect as if the right of determination on the part of the Subcontractor had not arisen and in all respects as if the Sub-Contract had been made between the Subcontractor and the Employer to the exclusion of the Contractor.

(iii) *Over-riding Provisions*



Notwithstanding that as between the Contractor and the Subcontractor the Subcontractor's right of determination of the Sub-Contract may not have arisen, the provisions of Clause E (ii) shall nevertheless apply if the Employer gives notice to the Subcontractor and the Contractor to that effect and the Employer complies with the requirements on its part under Clause E (i).

(iv) *Protection of Subcontractor*

The Subcontractor shall not be concerned or required to enquire whether it should be bound to assume that, as between the Contractor and the Employer the circumstances have occurred permitting the Employer to give notice under Clause E (iii).

(v) *Further Protection*

The Contractor acknowledges the terms of this Deed and that the Subcontractor acting in accordance with the provisions of this Clause E shall not by so doing incur any liability to the Contractor.

(F) MISCELLANEOUS PROVISIONS:

(i) *Notices:*

All notices to be given or served under this Deed shall be in writing, addressed to the relevant party and may be delivered by hand or sent by pre-paid registered post addressed to its registered office.

Any such notice will be deemed to have been duly served or given in the case of delivery, at the time of delivery, or in the case of posting, forty eight hours after posting.

A notice or other communication received on a non-working day or after business hours, in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

(ii) *Common Law Rights:*

Warranties and Agreements contained in this Deed are given without prejudice either to any other liability of the Subcontractor to the Employer or to any right of action which the Employer may have against the Subcontractor arising out of or in relation to the Sub-Contract Works at common law.

(iii) *Assignment by the Employer:*

The benefit of this Deed may be assigned by the Employer, such assignment to be effective upon notice thereof being given to the Subcontractor. Assignment by the Subcontractor is not permitted.

(iv) *Law and Jurisdiction:*

This Deed shall be govern by and constructed in accordance with Indian law.

The Parties to this Deed irrevocably agree that the Indian Courts in Mumbai shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Deed and for such a purpose the parties irrevocably submit to the exclusive jurisdiction of such Courts.

(v) *Warranty as to Legal Capacity:*

The subcontractor warrants that it is a company duly incorporated under the laws of India with power to perform its obligations on foot of this Deed and the necessary power and authority to enable it to execute and deliver this Deed.

**IN WITNESS WHEREOF** this Deed has been entered into on the date at the head of this document.

**PRESENT** when the Common Seal  
of the **Contractor**  
was affixed hereto:-

**PRESENT** when the Common Seal  
of the **subcontractor**  
was affixed hereto:-

**PRESENT** when the Common Seal  
of **MUNICIPAL CORPORATION OF GREATER MUMBAI**  
was affixed hereto:-

\_\_\_\_\_  
**Deputy Municipal Commissioner (Special Engineering)**

**BANK GUARANTEE FOR MOBILISATION ADVANCE**

(On a Stamp Paper of appropriate amount as per The Bombay Stamp Act-)

**TO,**

**THE DEPUTY MUNICIPAL COMMISSIONER (SPECIAL ENGINEERING),  
THE MUNICIPAL CORPORATION OF GREATER MUMBAI,  
1<sup>ST</sup> FLOOR, ENGINEERING HUB BUILDING  
DR. E.MOSES ROAD, WORLI  
MUMBAI - 400 018.  
MAHARASHTRA  
INDIA.**

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE  
..... BANK, a Banking  
Corporation constituted by the Banking Companies (Acquisition and Transfer  
of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at  
other places in India and having its Head Office  
at.....  
.....and Branch Office  
at.....hereinafter  
referred to as 'the said Bank'. SEND GREETINGS

WHEREAS the Municipal Corporation of Greater Mumbai hereafter  
referred to as MCGM has invited tenders for execution of work of  
.....hereinafter referred to as  
'the said work.

AND WHEREAS M/s.\_\_(Name & Address of Company  
..... has /have responded to the said tender and having  
been declared as the successful tenderer has /have agreed to execute the  
contract for the said work as per the terms and conditions of the tender-  
document.

WE ..... Bank to hereby  
undertake to pay on demand to the Municipal Corporation of Greater Mumbai  
an amount not exceeding Rs.....  
(Rupees.....) if M/s  
..... commits any breach of any of the  
terms and conditions contained in the Tender document, does not faithfully  
execute the work awarded under the tender and commits breach of and the  
agreement/ contract executed on .....with Deputy  
Municipal Commissioner (Special Engineering) of the Municipal Corporation  
of Greater Mumbai hereinafter referred to as Deputy Municipal  
Commissioner.

WE..... do hereby undertake and agree to pay to the Deputy Municipal Commissioner (Special Engineering), of the Municipal Corporation of Greater Mumbai the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed and the obligations under the tender document and the work order u.no. .... dated ..... is discharged by M/s..... to the satisfaction of the Deputy Municipal Commissioner(Special Engineering) of Municipal Corporation of Greater Mumbai.

WE ..... Bank further agree and undertake to extend the period of this guarantee from time to time, as required by the Dy. Municipal Commissioner (Special Engineering) or his successor or successors.

WE..... Bank, hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the Municipal Corporation of Greater Mumbai shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The work order u.no..... dated ..... and the contract entered into with the Dy. Municipal Commissioner (Special Engineering) of the Municipal Corporation of Greater Mumbai by M/s.....

WE ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner(Special Engineering) of Municipal Corporation of Greater Mumbai in writing.

WE ..... Bank further undertake to notify the Deputy Municipal Commissioner/Deputy Chief Account (WSSD) of Municipal Corporation of Greater Mumbai, regarding last date of expiry of Bank Guarantee at least 30 days prior to such expiry date in writing.

Date this.....Day of .....

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(i) Witness  
Signature \_\_\_\_\_ Manager \_\_\_\_\_  
Name \_\_\_\_\_ For the \_\_\_\_\_

Address \_\_\_\_\_ (Name of the Bank)  
\_\_\_\_\_

(ii) Witness  
Signature \_\_\_\_\_

### AGREEMENT FOR DISPUTE ADJUDICATION BOARD MEMBERS

Name of Contract: [Name of Contract]  
This Agreement made the [Day] day of [Month], 200 [Year]

Between

Name and address of Employer: [Name and Address]  
Name and address of Contractor: [Name and Address]  
Name and address of DAB Member: [Name and Address]

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the above-named Member to act on the DAB as sole adjudicator of the DAB,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

- 1 The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the “General Conditions of Dispute Adjudication Agreement”, words and expressions shall have the same meanings as are assigned to them in the “General Conditions of Dispute Adjudication Agreement”.
- 2 ***[Details of any amendments or additions or deletions from the “General Conditions of Dispute Adjudication Agreement” should be given here or in an attachment hereto.]***
- 3 In accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member shall be paid as follows:  
  
A retainer fee of [Amount] per calendar month, and  
  
A daily fee of [Amount] per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member undertakes to act as the DAB Member in the capacity abovementioned in accordance with the terms of this Dispute Adjudication Agreement.
- 5 The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for the Member acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.
- 6 This Dispute Adjudication Agreement shall be governed by the law of India.

Signed by (signature):

for and on behalf of the Employer in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Contractor in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Member in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

MUNICIPAL CORPORATION OF GREATER MUMBAI

(Sewerage Department)  
PROGRESS REPORT – PST2 TUNNEL

1.0 CONSTRUCTION OF TUNNEL FROM ROM **Goregaon Pumping Station to New Malad IPS** WITH SEGMENTAL LINING AND MICROTUNNELING METHOD

Contract : PST2

<b>1.1</b>	Contract Details	:
	Contractor	:
	Contract Start Date	:
	Start Date for Milestones	:
	Date of Commencement of Boring Activity	:

+3Date of completion of Entire Work  
Contract Cost (BOQ+Physical Contingencies) :

<b>1.2</b>	Details of Progress	:
	Financial Progress	:

<b>1.3</b>	Status of Work	:
(i)	New Malad IPS Site	:
	Shaft	:
	U/s Sewer pipe laying, Manholes, Diversion chamber etc	:
	Misc Civil Components	:
	Screen chambers	:
(ii)	Malad Bus Depot Site	:
	Shaft	:
	U/s Sewer pipe laying, Manholes, Diversion chamber etc	:
	Misc Civil Components	:
	Screen chambers	:
(iii)	Infinity Mall Junction Site	:
	Shaft	:
	U/s Sewer pipe laying, Manholes, Diversion chamber etc	:
	Misc Civil Components	:
(iv)	Hypercity Mall Junction Site	:
	Shaft	:
	U/s Sewer pipe laying, Manholes, Diversion chamber etc	:
	Misc Civil Components	:
	Screen chambers	:
(v)	Goregaon Pumping station Site	:
	Shaft	:
	U/s Sewer pipe laying, Manholes, Diversion chamber etc	:
	Misc Civil Components	:
	Screen chambers	:



(vi) Status of Boring and segment installation

S.No	Description	Total Length	Bored Length	Remark
1)	New Malad IPS to Malad Bus Depot			
2)	Malad Bus Depot to Infinity Mall Junction			
3)	Infinity Mall Junction to Hypercity Mall Junction			
4)	Hypercity Mall Junction to Goregaon Pumping Station			

**1.4** General

**1.5** Points requiring prompt attention