

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 Mumbai Municipal Corporation Act, 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 and assigns)

REPRESENTED BY

Shri _____ Deputy Municipal Commissioner (Zone-) hereinafter referred to as "**the Deputy Municipal Commissioner**" (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding of the office of the Deputy Municipal Commissioner) **of the First Part**

AND

M/s. _____ Sole Proprietor of _____ having his 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 his heirs, executors, administrators and assigns) **of the Second Part.**

WHEREAS

(A) The Municipal Commissioner for Brihan Mumbai has deputed under Section 56 as contained in Chapter II of the Mumbai Municipal Corporation Act 1888, the powers of the Municipal Commissioner for Brihan Mumbai to the Deputy Municipal Commissioner.

(B) The Assistant Municipal Commissioner _____ Ward for and on behalf of the MCGM had invited quotations in the matter of the contract work of _____ Ward hereinafter the above-referred contract work _____ is referred to as "the said contract work".

(C) After scrutiny of various e-quotations / e-tender received, the e-quotations / e-tender submitted by _____ i.e. the Contractor herein was accepted by the Ward Committee vide Resolution No. _____ dated _____ in the matter of the award of the said contract work subject to the Contractor agreeing to comply with the terms and conditions hereinafter appearing which the Contractor has agreed to comply.

(D) The Contractor having agreed to comply with the terms and conditions hereinafter appearing is desirous of recording the same pursuant to compliance whereof the Deputy Municipal Commissioner for and on behalf of the MCGM has agreed to award the said contract work to the Contractor.

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

1. The parties hereto agree that the recitals herein above enumerated shall be deemed to form part and parcel of the terms and conditions of this Contract Agreement.
2. The Deputy Municipal Commissioner for and on behalf of the MCGM hereby awards unto _____ i.e. the Contractor the said contract work on the terms and conditions hereinafter appearing.
3. The contract period of the said contract work shall commence from _____ and shall remain in force upto _____ unless this Contract Agreement is terminated by the Deputy Municipal Commissioner for and on behalf of the MCGM for breach of any of the terms and conditions of this Contract Agreement.
4. The Contractor hereby agrees to undertake the said contract work during the contract period as enumerated in Clause 3 herein above in consonance and in compliance of the terms and conditions as contained in the documents hereinafter mentioned and on the terms and conditions hereinafter appearing.

5. The following documents are and shall be deemed to form part of this Contract Agreement and shall be read and construed as part of this Contract Agreement as if they were incorporated in this Contract Agreement.

- (i) e-Quotation /e-tender document dated _____
- (ii) Specification, terms and conditions, special conditions, General terms and conditions and schedule of quantities enumerated in the e-Quotation /e-tender as annexed herewith
- (iii) e-quotations/ e-tender submitted by the Contractor
- (iv) Financial offer (percentage) submitted by the Contractor
- (v) Offer letters awarding the said contract work to the Contractor.

6. In consideration of the payment to be made by the Deputy Municipal Commissioner for and on behalf of the MCGM to the Contractor as hereinafter mentioned for execution of the said contract work during the contract period the Contractor hereby covenants with the Deputy Municipal Commissioner to execute the said contract work in conformity in all respects with the terms contained in the hereinabove referred documents.

7. The Deputy Municipal Commissioner for and on behalf of the MCGM covenants to pay to the Contractor in consideration of the execution of the said contract work during the contract period the contract price of Rs. _____/- at the times and in the manner prescribed by the hereinabove referred documents which are deemed to form part of this Contract Agreement.

8. The Deputy Municipal Commissioner shall be entitled to terminate this Contract Agreement by serving upon the Contractor a notice in the event the Deputy Municipal Commissioner forms an opinion that the Contractor during the contract period has failed to execute the said contract work in conformity in all respects with the terms and conditions contained in the hereinabove referred documents.

9. The Contractor hereby agrees that it shall be lawful for the Deputy Municipal Commissioner to terminate this Contract Agreement for the reasons as enumerated in Clause 8 above.

10. All cases of dispute shall be referred to the Addl. Municipal Commissioner and the decision of the Addl. Municipal Commissioner on such cases of dispute shall be final and binding upon the contractor.

11. The legal charges (if any), stamp duty and registration 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)

is hereto affixed)

in the presence of)

1.)

2.)

Two members of the Ward Committee)

who have affixed their respective)

signature in token thereof)

in the presence of)

1.)

2.)

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

Shri. _____)

Deputy Municipal Commissioner (Zone-_))

representing)

The Municipal Corporation of Greater Mumbai)

in the presence of)

1.)

2.)

SIGNED SEALED AND DELIVERED)

by the withinnamed)

,

)

In the presence of)

1.)

2.)

DATED THIS DAY OF 2013

BETWEEN

Municipal Corporation of Greater Mumbai

AND

AGREEMENT

Shri U.H Kedar
Law Officer,
Municipal Corporation
of Greater Mumbai,
Fort,
Mumbai – 400 001.