



बृहन्मुंबई महानगरपालिका
Municipal Corporation of Greater Mumbai



Mithi River Water Quality Improvement Project

Package 3: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway.

Design Build Operate Contract

Volume 4 - Contract Forms

Employer:

Municipal Corporation of Greater Mumbai

Municipal Head Office Building, Mahapalika Marg,
Fort, Mumbai - 400 001.

Consultant:

Frischmann Prabhu (India) Pvt. Ltd.

315, Balgovind Wadi, New Prabhadevi Road,
Prabhadevi, Mumbai - 400 025



MUNICIPAL CORPORATION OF GREATER MUMBAI

Mithi River Water Quality Improvement Project

Package 3: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway.

Design Build Operate Contract

Volume 4 – Contract Forms

Employer:
Municipal Corporation of Greater Mumbai
Municipal Head Office Building,
Mahapalika Marg, Fort, Mumbai - 400001
India

Consultant:
Frischmann Prabhu (India) Pvt. Ltd.
315, Balgovind Wadi, New Prabhadevi Road,
Prabhadevi, Mumbai - 400 025.
India

CONTRACT FORMS

CONTRACT AGREEMENT..... 1

PERFORMANCE BANK GUARANTEE 3

PARENT COMPANY GUARANTEE 5

COLLATERAL WARRANTY DESIGN CONSULTANT..... 9

COLLATERAL WARRANTY - SUBCONTRACTOR..... 13

OPERATING LICENCE..... 18

ADVANCE PAYMENT GUARANTEE 21

MAINTENANCE RETENTION GUARANTEE 23

AGREEMENT FOR DISPUTE ADJUDICATION BOARD MEMBERS 24

AGREEMENT FOR OPERATION SERVICE DISPUTE ADJUDICATION BOARD 26

IRREVOCABLE UNDERTAKING..... 28

DECLARATION CUM INDEMNITY BOND.....29

CONTRACT AGREEMENT

This Contract Agreement made the _____ day of 20 _____

Between the Municipal Corporation of Greater Mumbai (hereinafter called the “**Employer**”) of the one part, and

_____ of (hereinafter called the “**Contractor**”) of the other part.

WHEREAS the Employer desires that the Works known as Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway should be designed, executed and operated by the Contractor, and has accepted a Tender Submission by the Contractor for the design, execution, completion and operation and maintenance of these Works, and the remedying of any defects therein.

NOW THEREFORE, the Employer and the Contractor agree as follows:

1. In this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, as attached to this Contract Agreement, shall be deemed to form and be read and construed as part of this Contract:

[NTD: The following list has been revised for consistency with Sub-Clause 1.1.10 of the Conditions of Contract. Further discussion required relating to the Addenda.]

- a) The Letter of Acceptance dated ;
 - b) FIDIC Gold Book General Conditions;
 - c) Particular Conditions Part A;
 - d) Particular Conditions Part B;
 - e) Employer’s Requirements (including General Technical Specifications and drawings);
 - f) **[Schedules]**; and
 - g) Tender Submission Extracts
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and remedy any defects therein, fit for purpose in conformity with the provisions of the Contract and the Operating Licence granted by the Employer.
 4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, completion, operation and maintenance of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant to the Contractor a royalty-free licence to enable the Contractor to operate and maintain the Works during the Operation Service Period.
 5. The Contractor shall pay all stamp duty payable in connection with the execution of the Contract and all documents contemplated hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

Authorised signature of Employer:

Authorised signature of Contractor:

Seal _____

Seal _____

in the presence of:

in the presence of:

Signature:

Signature:

Name:

Name:

Address:

Address:

PERFORMANCE BANK GUARANTEE

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'.

WHEREAS the Municipal Corporation of Brihan 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.....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 Guarantee 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 Brihan Mumbai an amount not exceeding Rs (Rupees) if M/s. commits any breach of any of the terms and conditions contained in the Tender/Contract document does not faithfully execute withthe work awarded under the tender/contract and commits breach of and the agreement executed on.....with Deputy Municipal Commissioner (Engineering) of the Municipal Corporation of BrihanMumbai hereinafter referred to as Deputy Municipal Commissioner.

WE.....do hereby undertake and agree to pay to the Deputy Municipal Commissioner, of the MCGM the amount due under this guarantee. Anysuch 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/contract is faithfully executed the obligation under the tender/contract document and the agreement dated is discharged by M/s.

..... to the satisfaction of the Deputy Municipal Commissioner (Engg.) of Municipal Corporation of Greater Mumbai or till whichever is later.

WE Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank, hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the MCGM 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/contract document no and the Letter of Acceptance No. dated and the contract agreement entered into with the M/s.

WE.....Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner of MCGM in writing.

Signed by: _____

(Signature For and on behalf of Bank)

(official seal))

(name)

Date this.....Day of

PARENT COMPANY GUARANTEE

(To be prepared On Official Stamp Paper as per the Indian Stamps Act 1958)

THIS DEED OF GUARANTEE (“Guarantee”) is made on the day of 20 at.....

Between

.....whose registered office is situated at _____ (hereinafter called the “**Guarantor**”) which expression shall include its successors and assigns) of one part

And

Municipal Corporation of Greater Mumbai whose principal office is situated at Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (hereinafter called MCGM) of the other part

WHEREAS the MCGM has invited tenders by its invitation to tender dated the day of.....20....for the Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway (the “**Project**”);

AND WHEREAS (name of the Tenderer) whose registered office# is situated at(hereinafter called the “**Contractor**”), in response to the MCGM’s invitation, has submitted an offer for a design, build and operate contract with respect to the Project to be entered into with the MCGM (the “**Contract**”);

AND WHEREAS the conditions of the MCGM’s invitation require that the Contractor’s offer be supported by a parent company guarantee;

NOW THEREFORE, in consideration of the MCGM awarding the Contract to the Contractor and the Contractor entering into such Contract, the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing:

The Guarantor hereby covenants with the MCGM as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Contractor contained therein and to be observed and performed by it (including any form of payments that are to be made in relation to the Project), which guarantee shall extend to any variation or addition to the Contract.
2. In the event of the Contractor failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantor will be liable for and shall indemnify the MCGM against all losses, damages, costs and expenses whatsoever which the MCGM may incur by reason or in consequence of any such failure to carry out or observe. For the avoidance of doubt, it is hereby clarified that the obligation to indemnify as covered within this clause is separate and independent of the obligation under clause 1 of this Guarantee. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the Contractor under the Contract.
3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 3.1. Any alteration to the nature of extent of the services or otherwise to the terms of the Contract;

- 3.2. Any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Contract or any other compromise or settlement of any dispute between the MCGM and the Contractor (but so that the MCGM shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms.
- 3.3. The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Contractor or the Guarantor.
- 3.4. Discharge of other guarantors in relation to the Project.
- 3.5. Any act or omission of the MCGM, which adversely affects the rights of the Guarantor.
- 3.6. Termination of the Contract to the extent of the obligations existent at the time of termination.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the Contractor in accordance with Clause 8.8 of the Conditions of Contract. This Guarantee is in addition to, and not in substitution for, any other security which the MCGM may at any time hold for the performance of such obligations, and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor.
5. So long as any sums are payable (contingently or otherwise) by the Contractor to the MCGM under the terms of the Contract, then the Guarantor shall not exercise any right of set off or counterclaim against the Contractor or any other person or prove in competition with the MCGM in respect of any payment by the Guarantor hereunder (including in a situation of winding up, insolvency or liquidation of the Contractor), and in case the Guarantor receives any sum from the Contractor or any other person in respect of any payment of the Guarantor hereunder, the Guarantor shall hold such monies in trust for the MCGM so long as any sums are payable (contingently or otherwise) under this Guarantee.
6. The Guarantor will not, without the prior written consent of the MCGM, hold any security from the Contractor or any other person in respect of the Guarantor's liability hereunder or in respect of any liabilities or other obligations of the Contractor to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the MCGM. Further, the Guarantor waives its right of subrogation over any of the assets of the Contractor until the all dues under the Project to the MCGM have been duly paid off.
7. This Guarantee is in addition to, and not in substitution for, any present and future guarantee lien or other security held by the MCGM. The MCGM's rights under this Guarantee are in addition to and not exclusive of those provided by law.
8. This Guarantee shall be governed by and construed in accordance with the laws of India.
9. The MCGM will have a right to assign the rights under this Guarantee without any prior written notice to the Contractor or the Guarantor.
10. The Guarantor hereby covenants and confirms, until the termination or expiry of the Guarantee, the following:

- a) It will provide audited financial statement of the Guarantor within [●] days from expiry of each financial year.
 - b) It will not dispose the shareholding presently held in the Contractor and it will always ensure that it retains the control over the management of the Contractor; except with the express written consent of the MCGM, which consent may be issued at the MCGM's sole discretion and provided that the new company/entity, that is proposing to acquire the shareholding held by the Guarantor in the Contractor, satisfies the MCGM of its technical and financial capacity to discharge its obligations under this Guarantee; and issue a replacement 'Parent Company Guarantee' on the same terms as this Guarantee, in a form acceptable to the MCGM.
11. The Guarantor hereby agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the MCGM shall have a right to seek specific performance in addition to the other remedies available under law.
12. The Guarantor now hereby declares and warrants that:
- a) the Guarantor has the competence and power to execute this Guarantee;
 - b) the Guarantor is financially solvent and has adequate net worth to provide this Guarantee to enable it to perform its obligations under this Guarantee;
 - c) the Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and procured all authorisations and necessary approvals in all relevant jurisdictions, if so required or essential for the execution of this Guarantee and for the performance of the Guarantor's obligations in terms of and under this Guarantee; and all authorisations and necessary approvals have been performed and are in full force and effect and no such authorisation or approval has been, or is threatened to be, revoked or cancelled;
 - d) this Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;
 - e) the entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict:
 - i) with any law in any relevant jurisdiction;
 - ii) with the constitutional documents of the Guarantor; or
 - iii) with any document which is binding upon the Guarantor or on any of its assets;
 - f) all amounts payable under this Guarantee will be made free and clear of all deductions or withholdings for or on account of any tax or levy unless a tax deduction or withholding is required by law. Provided that if such deduction or withholding is required by law, the payments under this Guarantee will be grossed up in such manner that after the deduction or withholding is made, as the case may be, the MCGM receives the amount demanded by it.
 - g) the execution or entering into by the Guarantor of this Guarantee constitute, and performance of its obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Guarantor does not have, will not be entitled to, and will not claim any immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
 - h) no litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor;

- i) all information communicated to or supplied by or on behalf of the Guarantor to the MCGM from time to time in a form and manner acceptable to the MCGM, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied;

Authorized Signatory *

Date

Name and Address of Guarantor

Seal of the Guarantor

** Provide Power of Attorney for authorized signatory which must be a director of the Guarantor firm*

In case the Contractor is a Joint Venture then the registered office address of the Lead Member of the Joint Venture should be stated.

[Note: See comments in the Particular Conditions relating to the Collateral Warranties.]

Dated [], 20[]

[DESIGN CONSULTANT]

with

MUNICIPAL CORPORATION OF GREATER MUMBAI

COLLATERAL WARRANTY DESIGN CONSULTANT

RE – DESIGN – BUILD OF THE WORKS

**Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway -
DESIGN-BUILD OPERATE CONTRACT**

Law Agent

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

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

RECITALS:

- (A) By an agreement dated the [] day of [] 20[] and made between the Employer of the one part and **[Contractor]** of the other part (the “**Main Contract**”) pursuant to the Contractor’s written tender (the “**Tender Submission**”) the Contractor agreed to design, construct and complete the Design-Build of the Works for the Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway- DESIGN-BUILD OPERATE CONTRACT (the “**Works**”) for the Employer.
- (B) The Contractor has appointed the Consultant as Design Consultant in connection with the Works as provided for in the Main Contract.
- (C) The Consultant acknowledges that it has a duty of care to the Employer notwithstanding the Contractor’s design obligations pursuant to the Main Contract and has agreed to enter into this Deed for the benefit of the Employer and its successors in title and assigns as provided for in the Main Contract.

OPERATIVE PROVISIONS

A. OBLIGATIONS OF THE CONSULTANT

- (i) Level of Skill Required:

The Consultant warrants and undertakes to the Employer that it has exercised and will continue to exercise all necessary skill, care and diligence in the design of the Works and all services provided by it pursuant to the Tender Submission and the Main Contract in accordance with the terms of the Main Contract and without prejudice to the generality of the foregoing will devote all necessary resources to the performance of those services.

- (ii) Compliance with the Appointment:

The Consultant further warrants and undertakes to the Employer that it will not seek to make nor accept any material variation to the terms of its obligations pursuant to the Tender Submission and the Main Contract without the prior written consent of the Employer.

B. INDEMNITY

- (i) Subject always to the provisions of Clauses B (ii) and B (iii) hereof, the Consultant shall indemnify and keep indemnified the Employer against any damage, loss or expense incurred by it in consequence and of any breach of this Deed.
- (ii) The Consultant shall not be liable for any consequential or indirect loss or damage (including loss of profit and/or loss of business) and shall be liable only for the cost of repair, renewal or reinstatement of any part or parts of the Works arising directly from its breach of the terms of this Deed and for the reasonable professional fees incurred by the Employer in respect of same.
- (iii) The Consultant’s liability is limited to that proportion of the costs and fees referred to in Clause B(i) which it would be just and equitable to require it to pay having regard to the extent of its responsibility for same and on the basis that the Contractor and each of the other consultants engaged by the Contractor in connection with the Works shall be deemed to have provided (whether or not they shall have done so) contractual

undertakings on terms no less onerous than this Clause in respect of the performance of their services in connection with the Works and shall be deemed to have paid (whether or not they shall have done so) such proportion which it would be just and equitable for them to have to pay having regard to the extent of their responsibility.

C. PROFESSIONAL INDEMNITY INSURANCE

- (i) The Consultant 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 six 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 Consultant shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained.
- (ii) The Consultant 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 six (6) years and shall forthwith give the Employer notice of any proposal it receives regarding the withdrawal of cover or material amendment of policy.

D. COPYRIGHT AND LICENCE:

- (i) Licence to use and Reproduce:

The Consultant grants and agrees to grant to the Employer an irrevocable, royalty-free, and non-exclusive licence to use and reproduce the plans, drawings and specifications relating to the **[Development]** and all amendments and additions to them which are now, or may at any time in the future, be prepared, designed or drawn by the Consultant and which relate to the Works including, without limitation, the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertisement of the Works or any part thereof.

- (ii) Access and Copies:

The Consultant agrees to provide access to the Employer at any time on its request to the material referred to in Clause D (i) above and, at the expense of the Employer, to provide copies as requested and, at the expense of the Consultant, 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.

E. 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 prepaid registered post addressed in the case of a company to its registered office or in the case of an individual to the address shown on the first page of this deed.

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 Consultant to the Employer or to any right of action which the Employer may have against the Consultant arising out of or in relation to the Works at common law.

(iii) Assignment by the Employer:

The Employer may assign this Deed such assignment to be effective upon notice thereof being given to the Consultant. Assignment by the Consultant is not permitted.

(iv) Limitation Period:

The liability of the Consultant under this Deed shall cease on the expiry of twelve (12) years following the date of issue of the Commissioning Certificate issued on foot of the Main Contract.

(v) Law and Jurisdiction:

This Deed shall be governed by and construed in accordance with Indian law.

The parties to this Deed irrevocably agree that the Indian Courts 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 purpose the parties irrevocably submit to the exclusive jurisdiction of such Courts.

(vi) Warranty as to Legal Capacity:

The Consultant 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 Consultant
was affixed hereto:-

PRESENT when the Common Seal
of Municipal Corporation of Greater Mumbai was affixed hereto:-

Municipal Commissioner

Dated [], 20[]

SUPPLY SUBCONTRACTOR AND CONTRACTOR

WITH

MUNICIPAL CORPORATION OF GREATER MUMBAI

COLLATERAL WARRANTY - SUBCONTRACTOR

**Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway -
DESIGN-BUILD OPERATE CONTRACT**

Law Agent

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

- (1) **[Consultant]** having its registered office at **[address]** (the “**Consultant**”).
- (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 an agreement dated the [] day of [] 20[] and made between the Employer of the one part and **[Contractor]** of the other part (the “**Main Contract**”) pursuant to the Contractor’s written tender (the “**Tender Submission**”) the Contractor agreed to design, construct and complete the Design-Build of the Works for the Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway- DESIGN-BUILD OPERATE CONTRACT (the “**Works**”) for the Employer.
- (B) The Contractor has appointed the Consultant as Design Consultant in connection with the Works as provided for in the Main Contract.
- (C) The Consultant acknowledges that it has a duty of care to the Employer notwithstanding the Contractor’s design obligations pursuant to the Main Contract and has agreed to enter into this Deed for the benefit of the Employer and its successors in title and assigns as provided for in the Main Contract.

OPERATIVE PROVISIONS:-

(A) OBLIGATIONS OF SUBCONTRACTOR

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

- a. The Consultant warrants and undertakes to the Employer that it has exercised and will continue to exercise all necessary skill, care and diligence in the design of the Works and all services provided by it pursuant to the Tender Submission and the Main Contract in accordance with the terms of the Main Contract and without prejudice to the generality of the foregoing will devote all necessary resources to the performance of those services.

(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 Consultant further warrants and undertakes to the Employer that it will not seek to make nor accept any material variation to the terms of its obligations pursuant to the Tender Submission and the Main Contract without the prior written consent of the Employer.

(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 six (6) 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 six (6) 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-Contract or 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'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 Supply 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 Supply 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 Supply Subcontractor. Assignment by the Supply Subcontractor is not permitted.

(iv) Law and Jurisdiction:

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

The Parties to this Deed irrevocably agree that the Indian Courts 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 Consultant 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 **Supply Subcontractor**
was affixed hereto:-

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

Municipal Commissioner

MUNICIPAL CORPORATION OF GREATER MUMBAI

with

(CONTRACTOR)

OPERATING LICENCE

for

Operation Service Period

**Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway-
DESIGN-BUILD OPERATE CONTRACT**

Law Agent

MUNICIPAL CORPORATION OF GREATER MUMBAI

THIS OPERATING LICENCE is made the day of, 20 [] between the MUNICIPAL CORPORATION OF GREATER MUMBAI having its principal office at

Municipal Head Office Building, Mahapalika Marg, Fort, Mumbai – 400 001

(hereinafter called the “**Employer**”) of the one part and

_____ [Insert name of Contractor] having its registered office at _____

(hereinafter called the “**Contractor**”) of the other party.

WHEREBY it is agreed by the Employer and the Contractor as follows:

1. The Contractor has been engaged as Contractor by the Employer to provide the Operation Service in respect of the Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway owned by the Employer (the “**Operation Service**”) pursuant to a contract dated the _____ day of 20..... (the “**Main Contract**”) following the completion of the construction of the said Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway by the Contractor for the Employer and this Operating Licence is ancillary to the Main Contract. Any additional terms and definitions used in this Operating Licence shall have the same meaning as specified in the Main Contract.
2. The period of this Operating Licence commences on the issuance of the Commissioning Certificate which is currently estimated to be the day of 20_ . -
3. In order for the Contractor to carry out the Operation Service it is necessary for the Contractor to have possession of and access to the Site. The Contractor acknowledges that the unencumbered freehold title of the Site is, and shall remain, in the ownership of the Employer and that the Works constructed thereon are, and shall remain, in the ownership of the Employer prior to the commencement and during the term of this Operating Licence.
4. The term of this Operating Licence shall, subject to the conditions hereof, be co-terminus with the engagement by the Employer of the Contractor pursuant to the Main Contract.
5. In consideration for the provision of the Operation Service, the Employer **HEREBY GRANTS** a non-exclusive leave and licence to the Contractor to occupy the Site for the purposes only of carrying out the Operation Service during the Operation Service Period in accordance with the provisions of the Main Contract.
6. Access of the Site will be shared throughout the period of the operation of this Operating Licence with the Employer, its employees, servants and agents (subject to such conditions as may be agreed by the parties or such reasonable requirements as may be imposed by the Employer from time to time). The Parties agree that the Employer will at all times be entitled to the physical or juridical possession of the site.
7. During the currency of this Operating Licence the Contractor will comply with the terms and conditions on its part contained in the Main Contract.
8. This Operating Licence is granted pursuant to the provisions of the Main Contract. No rent or licence fee is payable by the Contractor to the Employer in respect of this Operating Licence. All financial terms with regard to payment by the Employer to the Contractor for the provision of the Operation Service are contained in the Main Contract.
9. This Operating Licence is personal to the Employer and the Contractor as parties to the Main Contract and is not, and is not to be construed as, a letting, lease or tenancy agreement creating a relationship of landlord and tenant between the Employer and the Contractor, and is not to effect any transfer of title to the Contractor or to create any interest or legal estate whatsoever on the part of the Contractor in or to the Site or any part

thereof.

IN WITNESS WHEREOF the Employer and the Contractor have hereunto caused their respective seals to be affixed.

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

Municipal Commissioner

PRESENT when the Common Seal of
THE CONTRACTOR was affixed
hereto:

ADVANCE PAYMENT GUARANTEE

1. Name of Contract: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway
2. Name and address of Beneficiary: THE MUNICIPAL CORPORATION OF GREATER MUMBAI, a corporation established under the Bombay Municipal Corporation Act, 1888 (hereinafter referred to as the “**Employer**”, which expression shall, unless repugnant to the context thereof, include its successors-in-interest and permitted assigns).
3. We (**name of bank**) (hereinafter called the Guarantor) have been informed that (name of Contractor) (hereinafter called the “**Principal**”) is your Contractor for the above-named contract and wishes to receive a mobilization advance of **[Amount in figures] [Amount in words]** for which the Contract requires the Principal to obtain a guarantee.
4. Upon receipt of the first demand in writing from the Employer, we hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of **[Amount in figures] [Amount in words]** (hereinafter called the “**Guaranteed Amount**”).
5. This Guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first installment thereof, by the Principal.
6. Such Guaranteed Amount shall be reduced:
 - i) by 50% upon receipt by us from the Principal of Interim Payment Certificates issued under Sub-Clause 14.7 of the Conditions of Contract demonstrating that not less than 65% of the advance payment has been repaid by the Principal to the Employer; and
 - ii) by 100% to nil upon receipt by us from the Principal of Interim Payment Certificates issued under Sub-Clause 14.7 of the Conditions of Contract demonstrating that not less than 100% of the advance payment has been repaid by the Principal to the Employer.

We shall promptly notify you of the revised Guaranteed Amount following receipt by us from the Principal of Interim Payment Certificates demonstrating that such percentages of the advance payment have been repaid by the Principal to the Employer. No reduction in the amount of the Guaranteed Amount shall be done prior to the receipt of written confirmation from the Employer.

7. The Guarantor’s payment obligations under this Guarantee are absolute and unequivocal, and the Guarantor undertakes not to revoke this Guarantee except with the previous consent of the Employer in writing. The payment shall be made by the Guarantor without any reference to the Principal or any other person and irrespective of whether the claim of the Employer is disputed, challenged or contested by the Principal or not.
8. If the advance payment has not been fully repaid 28 days prior to the Expiry Date (as defined below), we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the Guaranteed Amount within 28 days of your demand.
9. Notwithstanding anything contained hereinabove, the Guarantor’s liability under this Guarantee is restricted to the **Guaranteed Amount** and this Guarantee is valid up to **[Insert date that is 70 days after the expected date of Completion of Design-Build of the Works]** (“**Expiry Date**”) and the Guarantor shall be released and discharged from all liabilities in respect of this Guarantee unless a written claim / demand for payment under this Guarantee is lodged on the Guarantor on or before the Expiry Date irrespective of whether or not the original Guarantee is returned to us.

Signed by

(signature)

(name & seal of the Guarantor) Date:

MAINTENANCE RETENTION GUARANTEE

Name of Contract/Contract No.: [Name of Contract]

Name and address of Beneficiary (the “Employer”): [Name and Address]

We have been informed that (name of Contractor): [Name]

(hereinafter called the “Principal”) is your contractor for [Amount],

the above-named Contract and wishes to receive early payment of
for which the Contract requires the Principal to obtain a guarantee.

At the request of the Principal, we (name of bank): [Name]

hereby irrevocably undertake to pay you, the
Beneficiary/Employer, any sum or sums not exceeding in
total the amount of

(amount in words [Amount in words])

(the “Guaranteed Amount”) upon receipt by us of your demand in writing with your written
statement stating:

- (a) that the Principal has failed to carry out its obligation(s) to rectify certain defect(s) for which
the Principal is responsible under the Contract, and
- (b) the nature of such defects.

At any time, our liability under this guarantee shall not exceed the total amount of retention money
released to the Principal by you, as evidenced by your Notices under Sub-Clause 14.6 of the
General Conditions of Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) [Date]

which must be authenticated by your bankers or by a notary public. The authenticated demand
and statement must be received by us at this office on or before (the date 70 days after the
expected date of completion of the Design-Build)

(the “Expiry Date”), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if
the performance certificate under the Contract has not been issued by the date 28 days prior to
such Expiry Date. We undertake to pay you such Guaranteed Amount upon receipt by us, within
such period of 28 days, of your demand in writing and your written statement that the performance
certificate has not been issued, for reasons attributable to the Principal, and this guarantee has
not been extended.

This guarantee shall be governed by the laws of **INDIA**,

and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by
the International Chamber of Commerce, except as stated above.

Signed by (signature):

Name: [Name]

Date: [Date]

Signed by (signature):

Name: [Name]

Date: [Date]

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]

AGREEMENT FOR OPERATION SERVICE DISPUTE ADJUDICATION BOARD

Name of Contract: [Name of Contract]
 This Agreement made the [Day] day of [Month], 20 [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 a Contract and desire jointly to appoint the above- named Member to act as the sole adjudicator on the Operation Service DAB for a period of five (5) years from the date of this Agreement,

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 [Country] governed by the law of:

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]

IRREVOCABLE UNDERTAKING

(On Rs. 500/- Stamp Paper)

I Shri /Smt. _____ aged _____ years, Indian inhabitant.
Proprietor/Partner/Director of M/s. _____, resident at
_____ do hereby give Irrevocable undertaking as under :

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

(On Rs. 500/- Stamp Paper)

e.f.no. :

Name of Work:

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge
7. I Indemnify Municipal Commissioner and the other officers of MCGM or their agents for any Damages, Loss or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/or as the case may be shall be paid immediately by me/company to the satisfaction of the MCGM.
8. I indemnify MCGM and all of its officers against the issues related with dumping sites and the disposal of desilted material as well as any accident/untoward event on site. Neither MCGM staff shall be held responsible nor shall MCGM be made party in any litigation.

Signature of Tenderer/Bidder