



मिरा भाईंदर महानगरपालिका

स्व. इंदिरा गांधी भवन, मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.), ता.ठाणे-401101 दुरध्वनी क्र.28192828

// बांधकाम/ विद्युत विभाग //

जा.क्र. मनपा/साबां/कायो/ ६६ /२०२५-२६

दि.०७ /०७ /२०२५

// कार्यादेश //

प्रति,

मे. स्काय डिलीजेंट इंजिनिअरींग कन्सल्टंट,

बी-७०१, प्रकृती पल, हिरानंदानी इस्टेट,

घोडबंदर रोड, ठाणे (प.) - ४००६०७

विषय :- निविदा मंजूरीबाबत. (टेंडर आयडी १०९२९४२_१ व ११४६३७०_१)

संदर्भ :- १) मा. आयुक्त यांची दि.२०/०६/२०२४ ची प्रशासकीय मंजूरी.

२) दि.३०/०९/२०२४ ची निविदा.

३) मा. आयुक्त यांची दि.१३/०३/२०२५ ची मंजूरी.

४) प्रशासकीय ठराव दि.१८/०३/२०२५ ठराव क्र.४५५ नुसार निविदा मंजूरी.

मा.आयुक्त यांचा पॅनलवर नेमणेबाबतचा प्रशासकीय ठराव दि.२४/०६/२०२५
ठराव क्र.१३१

५) जा.क्र.मनपा/साबां/४२/२०२५-२६ दि.२४/०६/२०२५ चे पत्र.

६) मुद्रांक शुल्क रु.५००/- स्टॅम्प पेपर दि.३०/०६/२०२५ रोजीचा करारनामा.

दि.२६/०९/२०२४ रोजीच्या दै. फ्रि प्रेस जर्नल, दै. हिन्दुस्तान, डेली उर्दू, दै. ठाणे वैभव या वृत्तपत्रात व ई-टेंडरींग पद्धतीने प्रसिद्ध झालेल्या जाहिर निविदा सुचनेनुसार **Empanelment of Architect/ Consultants for Project Management Consultancy Services for Concrete roads, Pavements, Drains, Buildings, Interior work, Statues, Garden & Landscape work and any other work under Public works Department in Mira Bhaidar Municipal Corporation Area**

Sr. No.	Description of Items		% of fees						Remarks
			Road Work	Building Work	Drainage Work	Garden/Landscape Work	Interior Work	Statue Work	
			1	2	3	4	5	6	
PART - 01									
A.	Preparation of detailed estimate as per DSR/ Rate approved by competent Authority & take Technical sanction of appropriate authority Taking sanctioned of competent authority of tender if required correspondence and pursue to obtain Loan proposal. Making Tender document as per sanctioned estimate. Giving opinion regards to obtaining rate by contractor.		0.5	0.5	0.5	0.5	0.5	0.5	
B.	Surveying and Giving line out on site of work & supervisory control on works, Functioning as Project Management Consultant & technical auditor of “MBMC” for project execution, correspondence with agencies for works, taking measurements of works and		1.5	1.5	1.5	1.5	1.5	1.5	

	submitting same to MBMC & giving completion to work.								
PART - 02									
C.	Preparation of Detail Plan including Site survey, site plan etc. obtaining approval to plan from concerned competent Authority if required.		NA	1	NA	1	1	1	
D.	Preparation of Structural design, RCC drawing, proof check to design from government recognized institute if required, giving stability/ RCC Certificate of Structure etc.		0.75	0.75	0.75	0.75	0.75	0.75	
E.	Preparation of Technical & Commercial Feasibility Report for Road Project	Fees in % on project cost	0.5	NA	NA	NA	NA	NA	
E.1	Preliminary Survey, Quantifying the vehicular, Approximate report on future traffic, Providing substitute on development options, Estimated Cost, Land Acquisition, compensations & transit, Impact of project on public harmony, etc.		0.5	NA	NA	NA	NA	NA	
E.2	Preparation of Technical & Commercial Feasibility for Building Project	One time Pay	NA	0.5	NA	NA	NA	NA	
E.3	Preliminary Survey, Feasibility on construction area, Availability of Fund, Estimated project Cost, other development options, land acquisition, Compensation & Transit, Impact of project on public harmony, etc.		1	1	1	1	1	1	
E.4	Preparation of Engineering Report of Project.	Fees in % on project cost	0.5	0.5	0.5	0.5	0.5	0.5	
E.4.1	Road Project: Survey, inspection, detailed report on traffic vehicular, quantifying the vehicles, Excel Load, turns, curves, Intersection Counts, Loss of Revenue on Local Component, Geographical and Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony.		1	NA	NA	NA	NA	NA	
E.4.2	Building Project: Surveying, Architectural Planning & design, Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony		NA	1.2	NA	NA	NA	NA	
F.	Presentation work:								
F.1.	Perspective View:- Providing/designing of Perspective View of Size:- 450mm x 300mm, etc.		50,000	50,000	50,000	50,000	50,000	50,000	L.S.
F.2.	3 D Model:- designing and making of 3D models		1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	L.S.
F.3.	Presentation:- Design/Drafting and presenting of presentation.		1.00 lac	1.5 lac	1.00 lac	1.5 lac	1.5 lac	1.00 lac	L.S.

G.1	To Submit valuation report with respect to rent fixation for the properties to be let out by MBMC for short for long duration. It will include site inspection / Survey, Calculation of premium and ground rent or occupational rent.		NA	NA	NA	NA	NA	NA	0.55 %
G2	To Submit valuation report with respect to Properties for which property tax is unpaid and MBMC intend to auction those properties it will include site inspection / Survey, Calculation of Valuation.		NA	NA	NA	NA	NA	NA	0.55 %

सदर कामी आपली वरील दराची निविदा करारनामा व निविदा फॉर्म मधील अटीशर्तीनुसार मंजूर करण्यात येत आहे.

सदर कामाची मुदत ही ०३ वर्ष राहिल.

कार्यकारी अभियंता (साबां/वि)
मिरा-भाईंदर महानगरपालिका

प्रत कार्यवाहीकरीता
श्री. यतिन जाधव — उपअभियंता

(Signature)

Consultant Name & Address :- **M/s. SKY DILIGENT ENGINEERING
CONSULTANTS
B-701, Prakruti Pearl, Hiranandani
Estate, Ghodbunder Road,
Thane West – 400 607**

Name of Work :- **Empanelment of Architect/ Consultants
for Project Management Consultancy
Services for Concrete roads, Pavements,
Drains, Buildings ,Interior work, Statues,
Garden & Landscape work and any other
work under Public works Department in
Mira Bhaindar Municipal Corporation
Area**

Work Period :- **36 Months**



महाराष्ट्र MAHARASHTRA

2025

DT 654324



AGREEMENT

Empanchment of Architect/ Consultants for Project Management Consultancy Services for Concrete roads, Pavements, Drains, Buildings, Interior work, Statues, Garden & Landscape work and any other work under Public works Department in Mira Bhaindar Municipal Corporation Area

This agreement ("Contract") is entered into on this 30th day of June, 2025 Between Mira Bhaindar Municipal Corporation, Maharashtra state acting through the Executive Engineer, Public Work Department (hereinafter referred to as "Corporation" which expression shall unless repugnant to the context or meaning hereof mean and include its successors of assign) of the First Part: and M/s. Sky Diligent Engineering Consultants having its registered office at B-701, Prakruti Pearl, Hiranandani Estate, Ghodbunder Road, Thane West – 400 607 acting through its authorized representative (hereinafter referred to as "CONSULTANT" which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part:



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060510

30 JUN 2025

जोडपत्र - २

मुद्रांक विव्री नोंदवही अनुक्रमांक..... दिनांक.....
 दस्ताचा प्रकार..... दस्त नोंदणी करणार आहे का? होय/नाही
 निष्कृतीचे थोडक्यात वर्णन.....
 मुद्रांक विकत घेणाऱ्याचे नांव -.....
 हस्त असल्यास त्याचे नांव.....
 पत्ता -..... सही.....
 मुसन्वा पत्रकाराचे नांव..... मुद्रांक शुल्क रकम.....
 मुद्रांक विक्रेत्याची सही (श्री. धामन भोईर).....
 मुद्रांक विव्रीचे ठिकाण/पत्ता - श्री समर्थ कृपा, ८/२९,
 भाईर शांति संदर, भाईर (प.) ४०९ ९०९, मुद्रांक शुल्क नं. ९२०१०४९

ज्या कारणासाठी ज्यांनी मुद्रांक घरेली केला त्यांना त्याच कारणासाठी मुद्रांक
 खरेदी केल्याकडून ६ महिन्यात वापरने बंधनकारक आहे.



30 JUN 2025

Whereas Mira Bhaindar Municipal Corporation is a local self-government duly constituted under the provisions of Maharashtra Municipal Corporation Act.

WHEREAS, The Municipal Corporation being urban local body are diverted with various responsibilities for providing different types of public facilities and for any infrastructure development such as Concrete Roads, Pavements, Drains, Public Buildings, Garden/Parks, Interior Work, etc.

WHEREAS, The Corporation intends to engage Architect/Consultants for project management consultancy services for the above mentioned public facilities for period of 3 year

WHEREAS, 'The Consultant' has responded to the said tender notice and submitted their online offer with the Corporation. The CONSULTANT, having represented to the Corporation that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for proposal dated issued by the Corporation:

WHEREAS, 'The Corporation' has invited vide Tender no.MBMC/PWD/Tenders/77/2024-25 & Tender ID 1092942_1 for the above referred work from qualified Architect registered with appropriate authority competent to contract under the Indian contract Act, 1956 and eligibility as per the terms and conditions prescribed therein. In response thereto, the CORPORATION received proposals from several bidders including the Consultant for consultancy services.

WHEREAS, 'The Corporation has accepted the Consultant's offer and decided to allot the work to the Consultant sanctioned by administrator vide **Resolution No. 131 dated 24/06/2025** .

WHEREAS, 'The Corporation' has issued acceptance letter bearing no. MBMC/PWD/42/2025-26 dated 24/06/2025.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1: Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

"Approval" shall mean written or verbal instructions, directions and consent provided by Competent authorities of Corporation from time-to-time relating to the Project.

"Agreement" or **"Contract"** shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

"Consortium" shall mean the consortium led by the CONSULTANT during the RFP process.

"Consultant" means any CONSULTANT of agencies appointed by Engineer-in-Charge for carrying out construction of or supply of the Project.

"Core Group" Means the group constituted by Corporation comprising senior officials of associated departments/agencies for discussions and providing prompt clearances for utility. Diversion/traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.



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"Detailed Estimated Cost" shall mean the cost estimate based on the detailed design drawings.

"Corporation" means the Commissioner of Mira Bhaindar Municipal Corporation.

"Engineer-in-Charge" shall mean representative of Public Work Department for Mira Bhaindar Municipal Corporation or any equivalent Officer appointed by the Corporation.

"Executive Engineer" means the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation.

"Liquidated Damages (LD)": To settle the issue of payment in case of default otherwise on account of termination of the project.

"Month" shall mean calendar month.

"Project" shall mean Providing Consultancy Services for existing drafting of Project Report, Planning & Designing, Estimation & Costing, Supervision of Work for Concrete Road, Pavements, Drains, Buildings, Interior Work, statues, Garden & Landscape work and any other work under Public Works Department in Mira Bhaindar Municipal Corporation, Maharashtra.

"Project Contract" shall mean any/all contract(S) to be entered into by the Corporation with the Contractors.

"Site" shall mean the land and other areas required for execution of the Project.

"Lead Partner" Shall mean the member of the consortium duly nominated/authorized by all members of consortium as a lead partner.

Article 2: Scope of Services

2.1 Subject to the provisions of this Contract CONSULTANT shall be responsible for discharging the following Scope of Services.

1. BACKGROUND:

- 1.1 As fast developing municipal territories many public welfare work has been proposed in coming time in Mira Bhaindar Municipal Corporation Area.
- 1.2 As being facing short of Technical staff in Mira Bhaindar Municipal Corporation, need of Empanelment of Technical Consultants/ Architectural Consultants to assist in the task of drafting of Project Report, Planning & Designing, Estimation & Costing, Supervision of Work for Concrete Road, Pavements, Drains, Buildings, Interior Work, statues, Garden & Landscape work and any other work under Public Works Department in Mira Bhaindar Municipal Corporation, Maharashtra.

2. OBJECTIVES OF THE ASSIGNMENT:

The Consultant shall accommodate and plan/ design/ coordinate his activities considering the already constricted (Civil Work) building. In view of these things, the objectives of the assignment in brief are as below

- i) To Develop the buildings, concrete road, Garden & Landscapes, Drains, Pavements,



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Interior Work, Statues, etc. for quality work and Durability and feasible to use of public.

- ii) Best industry practices leading to accreditation, stipulation of minimum standards & benchmarks.
- iii) Transparent & international benchmark processed; synergy in procurement, construction, commissioning and optimization of time, cost and quality.

3. SCOPE OF SERVICES OF THE CONSULTANT:

The Consultant will perform the following Services for the Project under this Agreement as described below:

From design, to actual execution, supervision, equipment planning, training and commissioning.

The Consultant will give the Mission and Vision Document to guide all current and future works.

"No separate fee shall be paid to the Consultant for hiring consultancy services if any, for any of the services required for execution of the project"

3.1 COMPREHENSIVE BUILDING DESIGN SERVICES:

The CONSULTANT shall provide comprehensive services broadly described hereinafter:

3.1.1 Conceptual design stage

The CONSULTANT shall-

- (i) Be Responsible for developing the Design Brief Details, Planning, scheduling, monitoring, Estimation & Costing quantifying the Quantities, up to Close out of the Project.
- (ii) Develop a phased roadmap for integration of the whole Project.
- (iii) Develop Integral Plan acceptable to Employer/ User department.
- (iv) Interact with Employer/ User Department, modify the concept design, if required, incorporating necessary changes and submit revised/ modified design with reference to the requirements given, providing details of useful area, circulation area, services and broad specification etc.
- (V) Obtaining approval of final Concept Plan from Competent Authority.
- (vi) Propose methodology for execution of work having regard to various facilities already operating at site.
- (vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Engineer In- Charge.
- (viii) All concerned experts in all fields (viz. Civil Engineering Consultants, Architectural, Consultants etc.) shall remain present at every stage during finalization of conceptual design.

1.1.2. Preliminary Drawings/ Design Stage:

The CONSULTANT SHALL

- (i) Arrange clearance certificates (MPCB/ CPCB/ Environment/Forest Department, Salt Department, Local Authority, etc.) from the concerned authorities as per requirement. The fee for such clearance will be borne by the Employer.
- (ii) Prepare report on site evaluation.
- (iii) Carry out detailed investigations necessary for facilitating design of various



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structures/ Services.

- (iv) Conduct detailed survey of the project site by arranging visit to the site.
- (V) Carry out surveys of all existing services in site area.
- (Vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (Vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (Viii) Suitably modify the preliminary drawings, designs, etc as discussed with Employer.
- (ix) Prepare detail estimates and obtain Technical sanction of Competent authority as per PWD/ MBMC norms based on schedules of rates and get them sanctioned from Competent Authority.
- (x) Submit drawings to local bodies, etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.
- (xi) Obtaining approval of Competent Authority with regards to various specifications & finishes to be provided in the proposed Projects
- (xii) Proof checking/ vetting of Architectural drawings of all projects shall be got done through CONSULTANT Selection Committee (ITC 13.2)
- (xiii) Obtain the necessary permission from Competent authority/ Local authority including fire fighting, arrange water supply connection, Drainage connection, Electrical Connections, and other necessary approvals, NOCs and permissions required for the Project at any stage of the project. The fee for such Clearances shall be by the Employer.
- (xiv) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Engineer in- Charge.

3.2 BID PROCESS MANAGEMENT

- (i) Assisting Engineer- in- Charge to decide post qualification criteria of contractors.
- (ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. and get approvals to them competent Authorities.
- (iii) The Engineer-in-Charge will invite in standard B1 format of percentage rate tender through wide publicity in national level newspapers ensuring competitiveness on addition to placing Tender on the website.
- (iv) The Competent Authority of Employer shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Engineer-in-Charge with the help of CONSULTANT and, the same shall be issued to the intending tenderers with due approval from Competent Authority. The clarifications issued shall a part of the main Contract document for the work.



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- (V) The Competent Authority of Employer shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Engineer-in-Charge shall thereafter issue Letter of Acceptance to the selected Contractors and take further necessary actions in accordance with the tender conditions.
- (Vi) It shall be the duty and responsibility of the Competent Authority regarding acceptance or rejection of the tenders received. The competent Authority shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Competent Authority shall be final and binding on all the parties.
- (Vii) The Engineer-in-Charge, Public Work Department, Mira Bhaindar Municipal Corporation, in format prescribed in the tender document on a stamp paper of appropriate denomination.
- (Viii) The Government/ Employer in its sole discretion, at this stage, may augment/ diminish the Scope of work or cause to take some part of the Project in later stage.
- (ix) The Government/ Employer in its sole discretion, shall get the Project completed and / or services delivered through different Consultant/ Agency from this stage onwards i.e., from the stage of preparation of Draft Tender Papers (DTP).

3.3 EXECUTION STAGE ACTIVITIES

3.3.1. Execution & Commissioning

CONSULTANT through Engineer-in-Charge shall be responsible for executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the Engineer-in-Charge shall engage various contractors and suppliers and enter into Projects Contracts with such contractors and suppliers. The CONSULTANT shall be responsible to assist Engineer-in-/charge for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/ condition to the Employer.

3.3.2. Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and/ or issue of drawings with the help of Engineer-in-charge.



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- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control/ quality assurance engineer at site of work for all engineering and construction activities.
- (iv) Review Contractors work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (vi) Regular monitoring of the installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (vii) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Engineer-in-Charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (viii) Interpretation of the technical specifications and Contract documents, wherever required.
- (ix) Inspect the works on substantial completion before taking over and indicate to Engineer-in-charge any outstanding work to be carried out by the Contractor.
- (x) Assist Engineer-in-Charge to carry out all functions of as stipulated in the Contracts executed with the Contractors or any other CONSULTANT engaged for the execution of the Project.
- (xi) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xii) The CONTRACTOR shall develop a project schedule, project and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xiii) The Employer shall have the right to get the inspection of the work executed through his representatives for quality and quality check.



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3.3.3 Progress of Works

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- (i) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
 - (ii) CONSULTANT shall take corrective measures with respect to items executed in non-conformity to the standards as laid down in this document
 - (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
 - (iv) Investigate and assist Employer to and initiate early actions with regard to the delays in the execution of works. CONSULTANT shall explain in the monthly progress and special reports the reasons for delays and explain the action to be taken/ already taken to correct the situation. All reports prepared by the CONSULTANT shall be objective and shall substantiate any event/ recommendation with factual date and information. The progress Reports shall contain the pertinent data indication the comparison between the projected and the actual work done.
 - (V) Submit method statement of the work indication timelines for award of various sub works

3.3.4 Measurement of works and Payment

- a. Measurement of works shall be made and payment will be as per PWD /MBMC Norms.
- b. Scrutinize and recommend suitable action on the claims raised by the Contractor, if any,
- c. Prepare and submit a detailed statement of closure report of the Project on its completion.

3.4 COMPLETION CERTIFICATE

- (i) CONSULTANT will prepare and recommend the Completion Certificate to the Engineer-in-Charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.
- (ii) CONSULTANT shall submit and procure completion plans to local bodies like Municipal Corporation / Fire/ MPCB/ CPCB, etc, for obtaining completion certificate. Similarly, fitness certificates for operating all Project systems shall be obtained by CONSULTANT.

3.5 MAINTENANCE SCHEDULE:

- (i) CONSULTANT will assist Engineer-in-Charge to ensure AMC/ CMC for all equipment /machinery/ Children play equipment in Garden, pump, fountains if any.
- (ii) Final measurement sheets shall be prepared for all works carrying up maintenance work.



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3.6 MONITORING & REPORTING

- (i) The CONSULTANT shall employ modern/ latest and effective monitoring of the entire project at all stages.
- (ii) The CONSULTANT will provide regular reports to the Engineer-in-Charge on physical and financial progress of the project and such other aspect in the format required by Employer.
- (iii) The CONSULTANT will develop suitable systems, processes and management systems for operating all facilities to the desired standards.
- (iv) The CONSULTANT including its concerned Personnel shall interact with Engineer-in-Charge/ Deputy Engineer during their visit to the Project Site. A register shall be maintained for the same.
- (V) The CONSULTANT including its concerned staff shall be present for the Monthly/ Weekly meeting (or any other meeting with regards to the Project), held on the Site/ Head office/ any Venue as decided by Employer/ Engineer-in-Charge. The CONSULTANT shall submit a report of the said meeting to the Engineer-in-Charge, clearly mentioning the actions taken on the instructions given by the Employer/ Engineer-in-Charge/ or any representative of the Engineer-in-Charge.
- (Vi) The Employer/ Engineer-in-Charge may at any time, call to be present any Personnel from the CONSULTANT on the Site/Head Office/ any Venue as decided by the Employer /Engineer-in-Charge, as and when required with prior communication.



3.8 DEFECT LIABILITY PERIOD:

The Defect Liability Period of each work shall be a period of 24 Months after completion of Project.

3.9 SERVICES DURING DEFECT LIABILITY PERIOD

- a) During the First 6 Months after completion:
 - (i) The CONSULTANT will act as a facilitator and a Liaoning agent in providing the necessary services as per requirement and fully resolve the issues raised by the user department with respect to the Project.
 - (ii) The CONSULTANT shall establish a team to provide the above services. They should possess in it Civil and Electrical, Plumbing expert and any other Expert Personnel as and when required.
 - (iii) The CONSULTANTS shall participate in the joint inspection of the work which shall be carried out every month by the Employers and the contractors representatives. After the inspections the Consultants shall submit a report



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(in Six copies) to Engineer-in-charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

a. From 6th Month to the First year after completion:

The CONSULTANT shall participate in the joint inspection of the work which shall be carried out every month by the Employers and the contractors representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-in-charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

b. During the second and remaining period after completion:

Services as detailed above shall be provided by the Consultants, the frequency of inspections shall be done every Three months.

3.11 REPORTS DURING SUPERVISION OF CONTRACT:

The Consultant will submit to the Engineer-in-charge the following report:

- a) The Consultant would give detailed program of completion of each of the activity for which the Consultant is responsible. The program may be prepared in the form of Bar Chart (CPM/ PERT charts or any latest technique) which can be updated with the help of available computer packages.
- b) Monthly Progress report due within the 5th day of each calendar month.
- c) Minutes of regular management meeting with contractor.
- d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial Progress of work. The QPRs will also provide detailed information on the status of application for reimbursement and of disbursement of the loan proceeds and a critical assessment and discussion of issues.
- e) a) A Completion report, two months ahead of the actual end of the assignment, in the scope and format required by Employer as follows:
 1. Final Report in hardbound copies.
 2. All working drawings prepared in the four Chapters with tracing down.
 3. Important data stored in computer diskette/ CD/ VCD/ Hard Drive.
 4. Quality Control Test Reports, Statistical Analysis of the Q.C. test carried with standard deviations whenever relevant.
 5. Any other dealing with the services s requested by the Employer.

4. DELIVERABLES AND TIMELINES:

Stage	Duration
Preliminary Drawing/ Design (Detailed Design to proceed concurrently) and approval from Competent Authorities.	1 Month



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Bid Process Management	1 Months
Execution, Procurement of building, concrete road, garden, landscaping, drain, pavement, statues, interior works(Processed to run concurrently to the extent feasible)	Will be decided as per work status, after consultant's report submission
Defect Liability Period	24 Months/Job

Article 3: Obligations of CONSULTANT

3.1 Standard of Performance

The CONSULTANT shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be deployed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project. The CONSULTANT further covenants with Corporation to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by a CONSULTANT of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Corporation at all times through efficient business administration, management and construction management services.

3.2 Standard of Care

CONSULTANT acknowledges the relationship of trust and confidence established between the CONSULTANT and Corporation by this Agreement. Accordingly, the CONSULTANT's acts shall be consistent with this relationship. The CONSULTANT shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Corporation. The CONSULTANT shall at all times support and safeguard Corporation legitimate interests in any dealings with the Contractor or other third parties.

3.3 Personnel, Sub-Agencies and Consortium Members

3.3.1 The CONSULTANT shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The CONSULTANT shall employ, in connection with the Project, only such personnel as are acceptable to Corporation. If required, the CONSULTANT shall submit to Corporation for written approval the biographical data of all such personnel. If Corporation does not object in written (stating the reasons for the objection) within thirty (30) Calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Corporation. The CONSULTANT shall make changes in its personnel only with the advance, written permission of Corporation which shall not be unreasonably withheld. Corporation may require the CONSULTANT to remove from the work/Project any of its approved personnel to which Corporation develops reasonable objection and thereupon the CONSULTANT shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Corporation such replaced person to be inducted only after written approval by Corporation. If Corporation (i) finds that any of the CONSULTANT's personnel has committed serious misconduct or has been charged with



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having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the CONSULTANT shall, at Corporation written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Corporation.

3.3.2 The CONSULTANT shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to RFP. The CONSULTANT shall not change its sub-agencies or Consortium Member who were evaluated during the RFP process. The engagement of any Sub-Consultant by the CONSULTANT shall not relieve the CONSULTANT of any of its obligations under this Agreement.

3.4 Adherence to Law

The CONSULTANT shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc. and shall also ensure that any sub-agencies, as well as any personnel of the CONSULTANT and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

3.5 CONSULTANT not to Benefit from Commissions Discounts, Etc.

The remuneration of the CONSULTANT pursuant to Article 5 of this Agreement shall constitute that the CONSULTANT shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the CONSULTANT shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration. The CONSULTANT shall at all times perform its responsibilities hereunder in the best interest of Corporation. Any discounts or commissions obtained by the CONSULTANT in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Corporation.

3.6 Liability and Insurance:

- a) The Consultant shall only be liable to pay compensation to the Corporation arising out of or in connection with the Agreement if a breach of **Articles 3.1, 3.2, 3.3, 3.4, 3.5** above is established against him.
- b) **Compensation:** If it is considered that the Consultant is liable to the Corporation, compensation shall be payable only on the following terms:
 - i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
 - ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 3.6.1(d) below.
- i) If Consultant is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.
- a) **Duration of Liability:** The Consultant shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims/ court cases are settled whichever is later.



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b) Limit of Compensation (Limitation of the Consultants liability towards the Corporation):

A) In case of gross negligence of wilful misconduct on the part of Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultant with respect to damage caused by the Consultants to the Corporation property, shall be liable to the Corporation for any direct or consequential loss or damages to the extent as below:

- a) 20% of the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder , or
- b) The proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.



B) This limitation of liability shall not affect the Consultants liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

3.6.2 Insurance and other liabilities to be taken out by the CONSULTANT:

The CONSULTANT shall:

- (i) Take out and maintain, and shall cause any Sub-Consultant to take out and maintain at their (or the sub-CONSULTANTS as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
 - a) Third party motor vehicle liability insurance as required under Motor Vehicle Act 1988 in respect of motor vehicles operated in India by the CONSULTANT or its personnel or any sub CONSULTANT or its personnel for the period of this Agreement:
 - b) Engineer-in-Charge liability and workers compensation insurance in respect of the personnel of the CONSULTANT and of any sub CONSULTANT, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by CONSULTANT; and
 - c) Insurance against other risks that CONSULTANT may consider reasonably appropriate.
- (ii) At Engineer-in-Charge request, provide evidence to Engineer-in-charge showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.
- (iii) The corporation shall not have any liability in case of litigation/ loss or damage to any worker(s) employed by the CONSULTANT or contractor during the execution of the project.

3.7 Inspection



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The CONSULTANT shall:

- (i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and details as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Corporation or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Corporation.

3.8 Reporting Obligations

The CONSULTANT shall submit to Engineer-in-Charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as Engineer-in-Charge may reasonably require.

3.9 Copyright: Documents prepared by the CONSULTANT shall be the property of Corporation.

All Plans, drawings, specifications, designs, reports, data and documents, etc. prepared by or through CONSULTANT for Corporation under this agreement shall be intellectual property of Corporation and shall not be reproduced/ reused by CONSULTANT without prior permission of Corporation. The CONSULTANT shall, upon termination or expiration of this permission of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to Engineer-in-charge, together with a detailed inventory thereof.

3.10 CONSULTANT will assist Engineer-in-charge to conduct the tender process (including but not limited to preparation of tender documents, approval from competent authorities, setting out post-qualification criteria, invite tenders, evaluate Proposals received) . Based on work requirements, Engineer-in-charge may decide to split the entire work in to more than one package.

3.11 Engineer-in-charge shall provide necessary assistance to CONSULTANT in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals/ clearances for the Project.

3.12 Assist Engineer-in-charge to take all necessary decisions as per the provisions of the Project Contract including approval of any variation/ deviation/ extra item of work/ change in scope of work/ extension of time/ price adjustment etc. for the smooth implementation of the project.

3.13 Left Blank.

3.14 Assist Engineer-in-charge to Issue letter of award and to sign Project Contract with the Contractor.



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- 3.15 Scrutinize and recommend Engineer-in-charge to approve the concept drawings including other submissions
- 3.16 On completion of the said works, CONSULTANT will hand over the said works to Engineer-in-charge. For this purpose all documents required in the form of completion plans, services etc. shall be finalized / prepared by CONSULTANT and handed over to Engineer-in-charge.
- 3.17 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. CONSULTANT will assist Engineer-in-charge defend the arbitration proceedings as best as it can and challenge the same before court. For disputes attributable to CONSULTANT no payment towards litigation expenses shall be made by Corporation.

3.18 Liquidated Damages

- (i) The CONSULTANT shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.
- (ii) Notwithstanding anything to the contrary contained herein, case, the CONSULTANT fails to successfully implement the project as per the provisions of the agreement, corporation shall have the right and be entitled to recover a sum equal to 10% of the Contract Value (as specified in Annexure-3, Part A), as liquidated damages from the CONSULTANT. The Parties agree that this is a genuine pre-estimated loss that corporation would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the CONSULTANTS failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Engineer-in-charge under the agreement and applicable laws, including forfeiture of consultancy fee.

Article 4: Obligations of Corporation

Engineer-in-charge agrees to provide all the requisite support to CONSULTANT to enable carrying out the activities listed under the Scope of Services. Such support by Engineer-in-charge will include sharing of all the information, records, data, reports, all drawings of structures and utilities etc. prepared either by Engineer-in-charge, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Corporation manpower resources, whenever and wherever required and obtain/ accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services,



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- 4.2 Handover the Project Site free from encumbrances including but not limited to have the site vacated from the users/ allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.3 For undertaking various surveys and studies, Corporation shall provide peaceful access to the Project Site and other facilities, etc which may be necessary for carrying out the scope of services.
- 4.4 Corporation shall constitute a Core Group comprising senior officials of associated departments/ agencies for discussions and providing prompt clearances for utility diversion / traffic diversion Proposals and also day to day administrative decisions for smooth progress of works.
- 4.5 Designate a representative who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Projects render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.6 Issue all appropriate necessary request/ letter/ instructions for effective and prompt sanctions, approvals, permission and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.7 CONSULTANT shall scrutinize bills after due verification of measurements by junior Engineer, Deputy Engineer and Engineer-in-Charge for further payment.
- 4.8 Left Blank.

Article 5: Fees for Services & Payment of taxes etc.

5.1 In lieu of the Services rendered hereunder, Engineer-in-charge shall pay mutually agreed fees to the CONSULTANT, as set out in the following table ("CONSULTANTS Fee")

The fees of Consultant/Architect is as below

Sr. No.	Description of Items		% of fees						Remarks
			Road Work	Building Work	Drainage Work	Garden/ Landscape Work	Interior Work	Statue Work	
			1	2	3	4	5	6	
PART - 01									
A.	Preparation of detailed estimate as per DSR/ Rate approved by competent Authority & take Technical sanction of appropriate authority Taking sanctioned of competent authority of tender if required correspondence and pursue to obtain Loan proposal. Making Tender document as per sanctioned estimate. Giving opinion regards to obtaining rate by contractor.		0.5	0.5	0.5	0.5	0.5	0.5	



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B.	Surveying and Giving line out on site of work & supervisory control on works, Functioning as Project Management Consultant & technical auditor of "MBMC" for project execution, correspondence with agencies for works, taking measurements of works and submitting same to MBMC & giving completion to work.		1.5	1.5	1.5	1.5	1.5	1.5	
PART - 02									
C.	Preparation of Detail Plan including Site survey, site plan etc. obtaining approval to plan from concerned competent Authority if required.		NA	1	NA	1	1		
D.	Preparation of Structural design, RCC drawing, proof check to design from government recognized institute if required, giving stability/ RCC Certificate of Structure etc.		0.75	0.75	0.75	0.75	0.75	0.75	
E.	Preparation of Technical & Commercial Feasibility Report for Road Project	Fees in % on project cost	0.5	NA	NA	NA	NA	NA	
E.1	Preliminary Survey, Quantifying the vehicular, Approximate report on future traffic, Providing substitute on development options, Estimated Cost, Land Acquisition, compensations & transit, Impact of project on public harmony, etc.		0.5	NA	NA	NA	NA	NA	
E.2	Preparation of Technical & Commercial Feasibility for Building Project	One time Pay	NA	0.5	NA	NA	NA	NA	
E.3	Preliminary Survey, Feasibility on construction area, Availability of Fund, Estimated project Cost, other development options, land acquisition, Compensation & Transit, Impact of project on public harmony, etc.		1	1	1	1	1	1	
E.4	Preparation of Engineering Report of Project.	Fees in % on project cost	0.5	0.5	0.5	0.5	0.5	0.5	
E.4.1	Road Project: Survey, inspection, detailed report on traffic vehicular, quantifying the vehicles, Excel Load, turns, curves, Intersection Counts, Loss of Revenue on Local Component, Geographical and Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony.		1	NA	NA	NA	NA	NA	
E.4.2	Building Project: Surveying, Architectural Planning & design, Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony		NA	1.2	NA	NA	NA	NA	



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F.	Presentation work:								
F.1.	Perspective View:- Providing/designing of Perspective View of Size:- 450mm x 300mm, etc.		50,000	50,000	50,000	50,000	50,000	50,000	L.S.
F.2.	3 D Model:- designing and making of 3D models		1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	1.00 lac To 8.00 lac	L.S.
F.3.	Presentation:- Design/Drafting and presenting of presentation.		1.00 lac	1.5 lac	1.00 lac	1.5 lac	1.5 lac	1.00 lac	L.S.
G.1	To Submi valuation report with respect to rent fixation for the properties to be let out by MBMC for short for long duration. It will include site inspection / Survey, Calculation of premium and ground rent or occupational rent.		NA	NA	NA	NA	NA	NA	0.55 %
G2	To Submit valuation report with respect to Properties for which property tax is unpaid and MBMC intend to auction those properties it will include site inspection / Survey, Calculation of Valuation.		NA	NA	NA	NA	NA	NA	0.55 %

5.2 Engineer-in-charge shall pay due fee to CONSULTANT subject to the satisfactory completion of the allotted work covered by the bill.

5.3 All the applicable taxes shall be payable by the CONSULTANT as per law unless otherwise specified.

5.4 All out of pocket expenses such as travel expenses/ commissions etc. shall be borne by the CONSULTANT.

5.5 Payment shall be made to lead partner of the consortium after due verification by the Corporation Engineer-in-charge after deduction of taxes as applicable.

5.6 Any revision in the drawings, tenders and documents, once approved, required to be made by the Client shall be compensated as additional services rendered by the Architect and paid for @ 50% of the fee prescribed for the relevant stages (s).

Article 6: Effectiveness, Commencement, Expiry and Termination of the Agreement.

6.1 The CONSULTANT shall make all reasonable efforts to have the Project implemented within the stipulated period from the date of issue of work order or the date on which the site is made available to CONSULTANT free from all encumbrances, whichever is later. However, the CONSULTANT shall not be held responsible for any delay in construction/ implementation of the Project, for reasons not exclusively attributable to the CONSULTANT.

6.2 The services of Consultant shall be available till the completion of defect liability period or the claims/ court cases are settled whichever is later.



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- 6.3 The Consultant will maintain the record of work till completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 6.4 The Consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by the Engineer-in-Charge.
- 6.5 If the CONSULTANT fails to perform any of its obligations under this Contract, including carrying out of the Services, notice of suspension specifying (i) the nature of the failure and (ii) instructing the CONSULTANT to remedy such failure/s within the period not exceeding thirty (30) days shall be issued by the Corporation. If CONSULTANT fails to comply the instructions given as above Corporation shall, suspend all payments to the CONSULTANT.
- 6.6 CONSULTANT shall fulfill its obligations in accordance with this Agreement. Any unexcused delay by the CONSULTANT liable to Termination of the Agreement: Provided that the Corporation may terminate this Agreement by giving written notice to the CONSULTANT of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination: provided, however, that the CONSULTANT may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Engineer-in-Charge if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by Engineer-in-Charge for cause as provided herein, the CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter no compensation shall be payable by the Corporation to CONSULTANT.
- 6.7 The CONSULTANT shall submit a calendar/work chart for execution of the project in the DPR of approval by the Engineer-in-Charge (Mira Bhaindar Municipal Corporation)
- 6.8 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an CONSULTANT shall be liable to the Corporation for any excess costs for such similar services, if any.
- 6.9 The Corporation may, be not less than (30) days written notice of termination to the Consultants, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause 6.9 terminate this Contract.
- (a) If the CONSULTANT fail to remedy a failure in the performance of their obligations hereunder, within thirty days (30) of receipt of such notice of suspension or within such further period as the Corporation may have subsequently approved in writing:



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- (b) If the CONSULTANT become (or, if the CONSULTANT consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for agreements with their creditors for relief of debt or take advantage of any law for the benefit or debtors or go into liquidation or receivership whether compulsory or voluntary:
- (c) Left Blank.
- (d) If the CONSULTANT submit to the Corporation a statement which has a material effect on the right, obligations or interest of the Corporation and which the CONSULTANT know to be false;
- (e) If, as the result of Force Majeure pursuant to Article 12 below hereof, the CONSULTNAT are unable to perform a material portion of the Services for a period of a not less than sixty (60) days:
- (f) If the Corporation, in its sole discretion and for reason whatsoever, decides to terminate this Contract.

The CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

Article 7: Dispute Resolution

- 7.1 In the event of any dispute of whatever nature howsoever arising or out of or relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be first settled at the level of Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules, etc. then in the force, the decision of the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation for the time being shall be final conclusive and binding on the CONSULTANT upon all questions relating to the meaning of the conditions in the Proposal/ Contract, or relating to the contract, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of m or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of work, or the execution, or after the completion or abandonment thereof. The CONSULTANT may within thirty days of receipt by him of the order (with respect to the dispute) passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. If the CONSULTANT is not satisfied with the order passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation as aforesaid, the dispute may be referred to the court of law.
- 7.2 It is expressly agreed that the CONSULTANT (including its sub- Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Corporation and CONSULTNAT, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to any court of law of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the CONSULTANT.



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Article 8: Exclusions, Waiver and Amendments, etc.

- 8.1 Nothing contained in this Agreement shall prevent CONSULTANT to pursue their interests in other states as well as in Maharashtra and, for that purpose to enter into other partnerships and/or agreements for specific projects provided such partnerships and/or specific projects are not in conflict with the Project.
- 8.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be constructed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding subsequent breach of any such provision or other provision or other provision of the Agreement or as a waiver of any right under the Agreement.
- 8.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.
- 8.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 8.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 8.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 8.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 9: Confidentiality

- 9.1 Neither Party shall disclose any confidential or proprietary information as to the other Parties business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by CONSULTANT and known-how (collectively, the "Confidential Information") and both Parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority.

Article 10: Non Assign ability

- 10.1 Subject to the provisions of this Agreement, this Agreement is personal to the CONSULTANT and shall not be capable of Assignment, except with the prior written consent of Engineer-in- charge The Assignment rights of the CONSULTANT shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.



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Article 11: Governing Law

11.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in accordance with the laws of India and the Parties hereby submit it the exclusive jurisdiction of the Courts at Thane.

Article 12 Force Majeure

12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.

12.2 In the event of a Party (affected Part) not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event, such affected Part shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

12.3 If the affected Party has taken all necessary systems towards mitigating the effect of a Force Majeure event, then:

1. The obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues:
2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance off the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's sub-Consultant or agent or employees or, which a diligent Party could reasonably have been expected to:

- i) Take into account at the time of the conclusion of this Agreement and /or:
- ii) Avoid or overcome in the carrying out of its obligations hereunder.



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Article 13: Representations and Warranties

13.1 representations and Warranties

Both the Parties this Agreement represent and warrant to each other that:

- i) The Party is duly organized, validly existing and in good standing under the laws of India:
- ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby:
- iii) The Party has taken all necessary corporate and other action under Applicable Laws and constitutional documents to authorize the execution, delivery and performance of this Agreement;
- iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect:
- vi) The Party has no knowledge of any violation or default with respect to any order writ, injunction or any decree of any court or any legally binding order of any Government CONSULTANT which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.



Article 14: Indemnity

- 14.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying Party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract/ Project Contract, except to the extent that the same is attributable to a negligent or wilful act or omission of the party seeking to be indemnified.
- 14.2 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:
15. The tender document, any annexures thereto, any correspondence thereto shall be considered as part and parcel of this Agreement.



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16. The consultant shall be responsible for the payment of requisite stamp duty on this Agreement as per Maharashtra Stamp Act.

**Municipal Commissioner / Executive Engineer
Mira Bhaindar Municipal Corporation**

Address : Mira Bhaindar Municipal Corporation, Head Office, Indira Gandhi Bhavan,
Chhatrapati Shivaji Maharaj Marg, Bhaindar (W), Thane – 401101.

Email : pwd@mbmc.gov.in

M/s. SKY DILIGENT ENGINEERING CONSULTANTS



Office Address : B-701, Prakruti Pearl, Hiranandani Estate, Ghodbunder Road,
Thane West. – 400 607

Email : chandrashekharyedve@gmail.com

IN WITNESS of which the parties have set their hand and sealed the day and year first above written.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF MIRA BHAINDAR MUNICIPAL CORPORATION.

Name : Nitin Raghunath Mukane Signature
Designation : Executive Engineer

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF M/s. SKY DILIGENT ENGINEERING CONSULTANTS

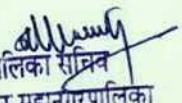
Name : Chandrashekhhar Yedve Signature
Designation : Proprietor




(Deepak Khambit)
City Engineer
Mira Bhaindar Municipal Corporation


अतिरिक्त अधिकृत
मिरा-भाईंदर महानगरपालिका

सन २०२५ / २०२६ करारनामा नोंदवही
अनु. क्र. ८९ दि. ३० / ०६ / २५ अन्वये
नोंद करणेत आली. (प्रकृण पाणे ९ ते २७)


महापालिका सचिव
मिरा भाईंदर महानगरपालिका

मिरा भाईंदर महानगरपालिका

विभागाचे नाव :- बांधकाम / विद्युत विभाग



कामाचे नाव :- Empanelment of Architect/ Consultants for Project Management Consultancy Services for Concrete roads, Pavements, Drains, Buildings ,Interior work, Statues, Garden & Landscape work and any other work under Public works Department in Mira Bhaindar Municipal Corporation Area

*निविदा मंजूरी पत्र क्रमांक :- जा.क्र.मनपा/साबां/42/2025-26 दि.24/06/2025

निविदा रक्कम :-

भरावयाचे मुद्रांक शुल्क :- रु.500/-

प्रत्यक्ष भरणा केलेले मुद्रांक शुल्क :- रु.500/-

प्रमाणित करण्यात येते की, वर नमुद माहिती योग्य असुन, सदर कामी शासन दफ्तरी भरणा करावयाची मुद्रांक शुल्काची संपूर्ण रक्कम भरणा केलेली आहे. सदर कामी भरणा केलेल्या रकमेचे चलन दुबार वापरण्यात येणार नाही व सदर रक्कमेचा परतावा घेण्याचा आम्हास कोणताही अधिकार नाही आणि जर आम्ही सदरकामी भरणा केलेल्या मुद्रांक शुल्काची रक्कम परतावा म्हणून परस्पर काढून घेतल्यास, आम्ही मुद्रांक महसुल अधिनियमानुसार कायदेशीर / फौजदारी कारवाईस पात्र असणार आहोत.

सल्लागाराचे नाव, स्वाक्षरी व शिक्का

कामाचे नाव :- Empanelment of Architect/ Consultants for Project Management Consultancy Services for Concrete roads, Pavements, Drains, Buildings ,Interior work, Statues, Garden & Landscape work and any other work under Public works Department in Mira Bhaindar Municipal Corporation Area

कंपनीचे नाव :- M/s. Sky Diligent Engineering Consultants

सदर कामाकरीता प्रथमतः रु.500/- स्टॅम्प ड्युटी भरणा केला आहे. परंतु सदरचे काम हे 03

वर्ष कालावधीकरीता असल्याने वेळोवेळी केलेल्या कामाच्या रक्कमेवर नियमानुसार स्टॅम्प ड्युटी

रकमेचा भरणा करणेस आम्ही बांधील आहोत.



सल्लागाराचे नाव, स्वाक्षरी व शिक्का