

## **PROFORMA OF CONTRACT AGREEMENT**

(On Stamp paper of Rs.100/-)

AGREEMENT FOR \_\_\_\_\_ Article of Agreement made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of Two Thousand \_\_\_\_\_ between City and Industrial Development Corporation of Maharashtra Limited, a Government of Maharashtra Undertaking, incorporated under the Companies Act, 1956 and having its Registered Office at 'NIRMAL', 2<sup>nd</sup> floor, Nariman Point, Mumbai-400 021 (hereinafter called the 'EMPLOYER') of the One part and \_\_\_\_\_ whose Registered office is situated at \_\_\_\_\_ (hereinafter called the 'CONTRACTOR') of the Other Part.

### **WHEREAS**

The Employer being desirous of having provided and executed certain works mentioned, enumerated or referred to in the Short Tender Notice, General Tender Notice, Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical Report, Schedule of quantities of works, drawing and other documents constituting the 'BID' and acceptance thereof, copy hereto annexed all of which are designed to form part of this contract and are included in the term 'CONTRACT' wherever herein used.

### **AND WHEREAS**

The Employer accepted the Bid of the Contractor for the provisions and the execution of the said work at the rates/percentage stated in the schedule of quantities of works (hereinafter called the Schedule of Rates upon the terms and subject to the conditions of contract)

**AND WHEREAS**

The Contractor has deposited with the Employer the sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only) being the Contract Deposit payable by him at the rate of 2.50% of the Contract sum and undertake to pay the balance of the Performance Security payable by him at the rate of 2.50% of the Contract sum, by allowing the Employer to deduct amount from the bills payable to him at rate of 5% provided that the total deduction together with contract deposit shall not exceed in the aggregate 5% of the contract sum. This Retention Money, after completion of work, will be retained for full duration of the Defects Liability Period & such period till the Defects Liability Certificate is issued by the Employer.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS :-**

1. The documents which form part of the contract will be the Tender Notice, General Tender Notice including Corrigendum to Tender Notice, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Notes & Preambles, Particular Specifications, Drawings and other documents, constituting a Bid and acceptance thereof. It is further agreed that the "Acceptance Letter" vide No\\_\_\_\_\_ dated\_\_\_\_\_ & Work Order (Order for Commencement of Work) shall constitute part and parcel of the contract between the parties.
2. In consideration of the payments to be made to the Contractor for the works to be executed by him, the Contractor shall and will duly provide, execute and complete the said work on or before the dates mentioned in

- the time schedule of completion of work attached to the Bid documents and shall maintain the same at his own cost for the defects liability period thereafter and perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works at the times and the manner and subject to the terms and conditions or stipulations mentioned in the contract.
3. In consideration of the due provision, execution and completion of the said works, the Employer does hereby agree with the Contractor that the Employer will pay to the contractor, the respective amount for the work actually done by him at the schedule rates quoted and such other sums as may become payable to the Contractor under the provisions of the contract, such payment to be made at such time and in such manner as provided for in the agreement.
  4. In consideration of the due provision, execution and completion of the said work, the 'Contractor' does hereby agree to pay to the Employer the sums as may be due to the Employer for the services if rendered by the Employer to the Contractor and such other sum or sums as may become payable to the Employer towards loss, damage to the Employer's equipment, materials construction plant and machinery, including those hired to the contractor, if any set forth in the said conditions of contract, such payments to be made at such time and in such manner as provided in the contract.
  5. All disputes arising out of or in any way connected with this Contract Agreement shall be deemed to have arisen in Mumbai and only the courts in Mumbai shall have jurisdiction to determine the same.
  6. The several parts of this contract have been read by me/us and fully understood by me/us.

**IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENTS IN DUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.**

SIGNED & DELIVERED FOR AND ON  
BEHALF OF CITY AND INDUSTRIAL  
DEVELOPMENT CORPORATION OF  
MAHARASHTRA LIMITED. }

}  
}  
}

Signature \_\_\_\_\_

Designation \_\_\_\_\_

In the presence of **WITNESS** :

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED FOR  
AND ON BEHALF OF M/s. \_\_\_\_\_}**

}  
}  
}

Signature \_\_\_\_\_

In the presence of **WITNESS** :

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_