



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
- 6 AUG 2024
सक्षम अधिकारी

CONTRACT AGREEMENT

श्रीम. सुषमा चव्हाण

This Contract Agreement is made and entered into at Mumbai this day of 20


BETWEEN

The Brihanmumbai Municipal Corporation, a body corporate having perpetual succession and common seal constituted by the Mumbai Municipal Corporation Act, 1888, represented by Shri. Kishor B Gandhi, the Joint Municipal Commissioner (General Administration), having its office at 6th flr, Annex Bldg, BMC Head Office, Fort – 400 001 hereinafter referred to as “BMC” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part;


Chief Officer
(Disaster Management Dept.)

AND




Registrar
University of Mumbai
Fort, Mumbai-400 032.

1367

13 AUG 2024

पत्रिका-१/Annexure-1

केवल प्रतिज्ञापत्रासाठी /Only For Affidav

1) मुद्रांक विक्री नोंदवृत्ती अनु. क्र./दिनांक

2) मुद्रांक विक्री नोंदवृत्ती अनु. क्र./दिनांक, हरिवासाचा पत्ता व सही

3) मुद्रांक विक्री नोंदवृत्ती अनु. क्र./दिनांक, हरिवासाचा पत्ता व सही

University of Mumbai's
Garware Institute Of Career
Education And Development
Vikhroli Campus
Santacruz (E) - 400 098

DIRECTOR
UNIVERSITY OF MUMBAI'S
GARWARE INSTITUTE OF CAREER
EDUCATION AND DEVELOPMENT

मुद्रांक विक्री नोंदवृत्ती अनु. क्र./दिनांक, हरिवासाचा पत्ता व सही
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श्री. राजेश गोपाळ साईक

University of Mumbai's Garware Institute of Career Education and Development (hereafter called UM-GICED), inhabitants of Mumbai having their registered office at Vidyanagari, University of Mumbai, Kalina Campus, Santacruz (East), Mumbai 400 098, bearing Permanent Account Number (PAN) AAATU1070A, in Mumbai under the name and style of M/s University of Mumbai's Garware Institute of Career Education and Development (hereafter called UM-GICED) through its hereinafter referred to as **"The Contractors"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the Other Part;

WHEREAS the Municipal Commissioner for Greater Mumbai has inter-alia deputed under section 56 of the Mumbai Municipal Corporation Act, 1888 his powers, function and duties to the Joint Municipal Commissioner (General Administration) for signing and executing the present Contract Agreement on Behalf of BMC.

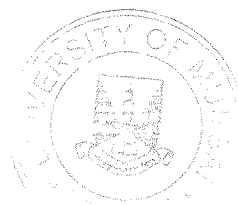
AND WHEREAS University of Mumbai's Garware Institute of Career Education and Development (UM-GICED), have by its Power of Attorney dated _____ / Resolution under No. _____ dated _____ authorized Shri/Smt. Dr. Prasad Karande, Registrar, University of Mumbai (hereafter called UM-GICED) to represent / execute/sign the present Contract Agreement. Hereto annexed and marked **ANNEXURE-I** is the copy of the said Power of Attorney dated _____ / Resolution under No. _____ dated _____.

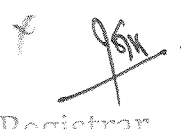
AND WHEREAS Chief officer(DMP & CCRS) for and on behalf of BMC invited for the work of Post Graduate One Year Part Time Diploma Course in Disaster Fire, Industrial Safety Management (PGDDFISM) for **the Academic Year 2022-2023 To 2026-2027** for Five Years Carried out at CIDM, Parel, Mumbai. Hereinafter referred to as " The Contract Work".

AND WHEREAS Standing Committee Resolution vide No.1747 dt. **25.01.2023** has awarded the contract work to The University of Mumbai's Garware Institute of Career Education and Development (UM-GICED) for the work of ' Post Graduate One Year Part Time Diploma in Disaster Fire, Industrial Safety Management (PGDDFISM)' for the Academic Year 2022-2023 To 2026-2027 for Five Years Carried out at CIDM, Parel, Mumbai on the terms and conditions mentioned hereinafter.

AND WHEREAS the Contractor has agreed to comply with the terms and conditions hereinafter appearing and are desirous of recording the same subject to compliance of which the contract as aforesaid has been agreed to be granted by the BMC in favour of the Contractor.


Chief Officer
(Disaster Management Dept.)




Registrar
University of Mumbai
Fort, Mumbai-400 032.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

1. The Parties hereto agree that the recitals enumerated herein above shall be deemed to form an integral and operative part of this Agreement as if the same were specifically set out and incorporated herein.

2. **Scope of Work :**

WHEREAS :

- 2.1) City Institute of Disaster Management, Kalpataru Habitat, Parel (E), Mumbai-400 012 herein after called as CIDM is engaged in conducting Post Graduate diploma Course in Disaster, Fire & Industrial Safety Management.
- 2.2) The UNIVERSITY OF MUMBAI, in its 160th year of operation is a university under Government of Maharashtra. The University has its head office at Fort and an educational campus at Vidyanagari at Kalina Santacruz (East) Mumbai 400098. The University has established GARWARE INSTITUTE OF CAREER EDUCATION AND DEVELOPMENT in the year 1984 and started various Under Graduate Diploma Courses and Post Graduate Diploma Courses to train students to meet the demand of diverse industries.
- 2.3) The parties hereto have decided to collaborate in the field of training for the Post Graduate Diploma in Disaster, Fire & Industrial Safety Management.
- 2.4) The parties hereto have decided to set forth in writing the terms and conditions of the Agreement arrived at between themselves.

3) **UM-GICED and CIDM, BMC will technically collaborate to conduct the following Course:**

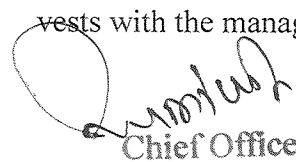
- 3.1. Post Graduate Diploma in Disaster, Fire & Industrial Safety Management.

(The fee breakdown and course duration attached herewith (Appendix - A).

- 3.2. UM-GICED will offer an integrated Disaster Management curriculum and conduct theory and practical work at CIDM, BMC campus. It will be the responsibility of UM-GICED to maintain teaching standards and content. All enrolments and collection of fees would be done at UM-GICED and the students would be required to purchase the inquiry forms from UM-GICED.

- 3.3. The course is open to male and female candidates.

- 3.4. The theory classes and the practical work on subjects will be conducted by the Qualified teaching staff and the trainers by UM-GICED conforming with accepted standards. The right to the appointment of staff (regular and visiting) vests with the management of UM-GICED.


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(Disaster Management Dept.)

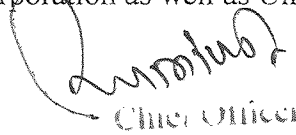


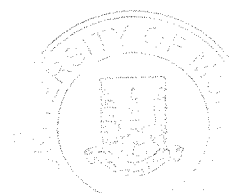

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Fort, Mumbai-400 032.


- 3.5. Both parties after mutual discussion and agreement may mutually choose to Introduce any new program in Disaster, Fire & Industrial Safety Management.
- 3.6. The detail course structure for the Post Graduate Diploma in Disaster, Fire & Industrial Safety Management is attached herewith as appendix-B.

4. Rights, Responsibilities, Representation and Obligations of UM-GICED

- 4.1. UM-GICED shall include in its brochure and suitable promotion material, information mentioning that the program is being conducted in collaboration with CIDM, BMC.
- 4.2. UM-GICED shall be responsible for conducting the entrance test, short listing and selection of the successful students as per the set out criteria, handling admission queries along with counselling and completion of successful admission process.
- 4.3. UM-GICED shall be responsible for preparation of the syllabus, appoint the Lecturers, conduct all examinations (Internal as well as external) for the program, make necessary arrangement to hold examinations and to declare results of all such examinations on time and to collect the Course fees as well as examination fees.
- 4.4. Batch Starting from the year 2022-2023 to 2026-2027 of the Post Graduate Diploma in Disaster, Fire & Industrial Safety Management (PGDDFISM) with The Capacity of 40 Candidates. UM-GICED after taking entrance exam of Outside candidates will give admission to eligible candidate and vacant seats shall be filled in by taking entrance exam of Municipal Employees applied to through Disaster Management Department. The Course Fee of the candidates successfully passed in entrance exam will be paid by BMC directly to UM-GICED .
- 4.5. UM-GICED will remit 20% of the fees received by them from the total admitted Students for Post Graduate Diploma in Disaster, Fire & Industrial Safety Management every year to the Brihanmumbai Municipal Corporation.
- 4.6. The fees applicable for this course is Rs. 50,000 /- (Per Student Per Year) will remain constant for all 5 years. The applicable goods and service tax (GST) rendered from time to time will be paid by UM-GICED .
- 4.7. UM-GICED shall further be responsible for carrying out administrative operations, Publicity, academic responsibility, arrangement of Ceremony of Convocation Programme. However, the said convocation shall be held on behalf of UM-GICED as well as BMC. The certificates of completion of the course shall bare the logo of Corporation as well as University of Mumbai, Garware Institute.


Chief Officer
(Disaster Management Dept.)




Registrar
University of Mumbai
Fort, Mumbai-400 032.

4.8. UM-GICED agrees that it shall extend full cooperation on time to time basis with reference to making innovative changes, up gradation of curriculum and delivery mechanism. It also agrees that it would generate reference material (text books, works books, MOCs as well as any audio visual materials.) pertaining to the programme and the programme /course will be jointly implemented in collaboration with CIDM, BMC.

4.9. UM-GICED shall be responsible to follow reservation policy of Government at the time of the admission procedure of the said course.

5. Rights, Responsibilities, Representation and Obligations of CIDM : BMC

5.1. CIDM; BMC will make available to UM-GICED the space, infrastructure, equipment etc. for regular and/ or weekend classes, workshops and practical on every Saturday and Sunday and on Public holidays as and when required at its campus at CIDM, BMC Saibaba Road, between Kalpataru Habitat and BEST quarters, Opp. Finlay Mill, Parel, Mumbai – 400 012.

5.2. CIDM; BMC shall make available all the necessary infrastructure such as classrooms labs, water facility, electricity and writing stationary during the lectures and workshops held at CIDM : BMC.

6. Rights, Responsibilities, Representation and Obligations of CIDM : BMC & UM-GICED

6.1. UM-GICED and CIDM; BMC shall be jointly responsible to maintain highest teaching standards.

6.2. The Diploma distribution would be conducted jointly by UM-GICED & BMC. For each Successful Candidate Diploma will be awarded with 'Special Certificate' bearing the logos of UM-GICED and CIDM; BMC which shall be signed jointly by the authorities concerned.

7. Programme :

- (a) Duration of the Course – 1 year (Part time)
- (b) No. of seats – 40 candidates/students
- (c) Qualification- Graduate from any faculty
- (d) Fees- 50,000/- per candidate for the entire course

(e) Qualification for BMC candidates :

- i) The candidate must have completed 5 years of services in BMC.
- ii) The Candidate Age should not be more than 50 years.
- iii) Graduate in any Discipline.
- iv) The BMC candidate should qualify himself/herself in the written and oral examination conducted by UM-GICED.


Chief Officer
(Disaster Management Dept.)

 Registrar
University of Mumbai

- v) Final list of candidates submitted by Disaster Management Department of BMC shall be Consider for Entrance exam for admission. No BMC Candidates shall be considered for admission if they applied directly to UM-GICED,

In Case BMC Employees applied directly to UM-GICED they shall pay all necessary Fees by their own.

8. Duration :

8.1) This Agreement is effective from the Effective Date June - 2022 and unless terminated as per the provisions of this Agreement, shall be valid for a period of 5 (five) years i.e. Five Academic year starting from 2022-23 to 2026-27.

8.2) Six months prior to this period both the parties shall have the right to review the association and if agreed, the same can be renewed on mutual agreed terms with "CIDM BMC". "CIDM BMC" reserves the right to continue or discontinue the Association with UM-GICED after the said period of 5 years.


9. Security Deposit :

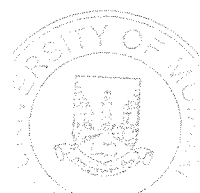
The Contractor shall pay a Security Deposit amount of Rs. 5,00,000/- (Rupees Five Lacks Only) by way of **Cash or Bank Guarantee** in the office of Chief Officer (DMP & CCRS) for faithful compliance of the contract work as mentioned in this Agreement, and if there is any violation of terms and conditions of this Agreement, by the Contractor then the said security deposit, shall be forfeited. Further the said security deposit shall not carry any interest and same shall be refunded after completion of the contract work / Agreement with sanction of competent authority, after audit.


10. Exclusivity :

(a) The arrangement and relationship arising out of this Agreement is exclusive to both parties.

(b) This is an exclusive tie up between UM-GICED, University of Mumbai and "CIDM; BMC". Both parties shall not be permitted to enter into a similar arrangement with any third party for the conduct of these programs during the term of this agreement. Both parties shall be permitted to enter into arrangements for providing other educational services that are not similar or competitive in nature to the programs proposed to be offered as per this Agreement within the State of Maharashtra. It is also agreed that during the Term of this Agreement, the Parties shall not, directly or indirectly, whether acting alone or in concert with other persons, be engaged or concerned or interested or participate in or carry on a business which competes with programs of Disaster Management within the State of Maharashtra.


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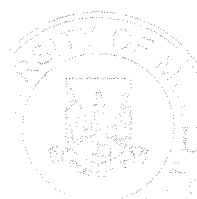
11. **Intellectual Property Rights :**

- (a) The Parties shall retain the trade secrets, trade names and intellectual property rights owned / developed by them prior to the execution of this Agreement.
- (b) The Parties acknowledge that the trademarks, copyrights or intellectual property or confidential information including Program Material such as training manuals proprietary ideas, models, drawings, processes, methods, know-how, if independently developed by CIDM; BMC / UM-GICED always be owned by respective Parties.

12. **Termination of Agreement :**

- (a) Either party shall have the right to terminate this Agreement by giving six months [180 day's] prior written notice to the other party.
- (b) Upon receipt of or giving such notice of termination, "UM-GICED " shall stop enrolling new students from the next academic year so that the Agreement shall be valid till the end of the concerned academic year or till the completion of the existing students programmes, whichever is later. However it will be the responsibility of the UM-GICED and "CIDM, BMC" to ensure that the students enrolled prior to that date will complete their respective training program. If any claims by students, vendors or any other party arising thereafter due to this project will be jointly handled and settled by the UM-GICED and "CIDM, BMC ".
- (c) On termination or earlier determination of this Agreement, **UM-GICED** shall be entitled to remove all its movable belonging owned by them (if any) from CIDM, BMC.
- (d) On termination or earlier determination of this Agreement, Both parties shall return back all course material that is in their possession and shall not use the course material for any purpose whatsoever. Upon such termination or earlier determination, UM-GICED shall no longer be authorized to use, market any Program material of **CIDM; BMC**, unless developed jointly and shall destroy any copies of the program material remaining in its possession.
- (e) In the event that any party continues to use the Program material, post termination or earlier determination of this Agreement, the aggrieved party shall be entitled to claim damages and shall retain the right to use suitable remedies available by law in such circumstances.
- (f) Any notice intended to be given to the Parties hereto by each other shall be deemed to be properly and validly given if it is delivered to or sent by registered post / courier or hand-delivery to UM-GICED at :


 Chief Officer
 (Disaster Management Dept.)




 Registrar
 University of Mumbai
 Fort, Mumbai-400 032.

Director
Garware Institute for Career Education & Development
Vidyanagari, Santacruz (E), Mumbai 400 098.

And

Chief Officer, Disaster Management Department
Municipal Head Office, New Annex Building, 2nd floor,
Mahapalika Marg, Mumbai 400 001.

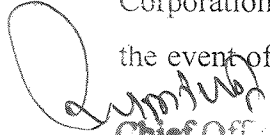
13) Should any work or works under this Contract be necessary or desirable to be performed or executed for which rates are not quoted in the Schedule aforesaid the price for such work or works shall be fixed in writing between the Chief Officer (DM) or other authorized officer as aforesaid and the Contractor/s with the sanction of the Commissioner before the commencement of such work or works. In the event of their not being able to agree upon the price of any such work or works, the matter shall be referred to the Commissioner whose decision shall be final and binding upon all parties.

14) For a period of 12 (Twelve) calendar months after the contract has ceased and determined under Clause-I, the Contractor shall maintain, uphold and keep in thorough repairs and working order at their sole cost and expenses and to the entire satisfaction of the Municipal Commissioner/Engineer the Chief Officer, Disaster Management Department of BMC and shall also be responsible for and be liable under the provision of this clause to make good any defect that may during that period developed in the normal and proper working of the aforesaid work.

15) That these presents and every clause matter and thing herein contained shall cease and determine on the _____ Dt. _____ (Unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

16) That in case of any dispute or difference connected with or arising from this Contract, the matter shall be referred to the Commissioner for the time being, and whose decision shall be final and binding on the Contractor/s.

17) Every receipt for money which may become payable or for and security which may become transferable to the contractor/s under these presents shall, if signed in the partnership name by any one of the Contractors be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of the death of any of the contractor/s, during the pendency of this contract it is hereby


Chief Officer
(Disaster Management Dept.)
 01/10



expressly agreed that every receipt by any of the surviving contractors shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid PROVIDED that nothing in this Clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any contractor so dying for or in respect of any breach of any of the conditions hereof. PROVIDED THAT nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractors and of the legal representatives of any deceased contractor inters.

18) **Legal Charges :**

The Contractor shall pay all charges and expenses incidental to the preparation and execution of the agreement including Stamp Duty and Legal Charges.

19) **Resolution of Disputes :**

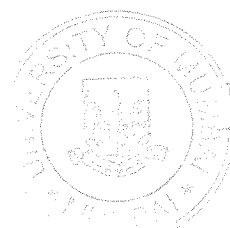
BMC AND THE Contractor shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or about this Agreement. All differences disputes arising under and out of these present or about this Agreement shall be referred to the Jt.M.C. (G.A.) then to concerned A.M.C. in charge of the General Administration and if not satisfied by the decision of concerned A.M.C. in charge of the General Administration, the appeal can be made before the Municipal Commissioner, and decision of Municipal Commissioner shall be final, and binding on the Contractor.


20) **Applicable Laws :**

The Contract Agreement shall be Governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

— P.T.O. —


Chief Officer
(Disaster Management Dept.)




Registrar
University of Mumbai
Mumbai-400 032.

21) Jurisdiction of Courts

In Case of any claim, dispute or difference arising in respect of this contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be referred to the Competent Court in the City of Mumbai.

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

THE COMMON SEAL OF THE)

Brihanmumbai Municipal Corporation)

was affixed hereto)

In the Presence of)

1. _____)

2. _____)

Two members of the Standing Committee of)

Of the Brihanmumbai Municipal Corporation)

who in token thereof have set their respective)

hands hereto In the presence of)

1. _____)

2. _____)

SIGNED, SEALED AND DELIVERED)

By the Within named)

Shri. Kishor B Gandhi

dy. Joint Municipal Commissioner,

(General Administration) representing)

Brihanmumbai Municipal Corporation)

In the presence of)

1. Rashmee R. Lokhande)

2. Sunil K. Jadhav)

SIGNED, SEALED AND DELIVERED)

By the Within named)

Registrar, University of Mumbai)

Dr. Prasad Karande)

In the presence of)

1. Dr. Keyur Kumar Nayak)

2. Mrs. Shradha Leel)

IB Gandhi
08/04/25.

DEPUTY MUNICIPAL COMMISSIONER
(GENERAL ADMINISTRATION)

Amol

Chief Officer
(Disaster Management Dept.)

Shw

Executive Engineer (M&E)
(Disaster Management Dept.)

PK

Registrar
University of Mumbai
Fort Mumbai-400 032.

