

**CONTRACT FOR THE SUPPLY OF CHEMICALS/MEDICIENES
MEDICAL APPLIANCES ETC. AS PER**

Special
Adhesive
Stamp SCHEDULE NOS. _____ ANNEXED

ARTICLES OF AGREEMENT made this _____ day of
_____ Two Thousand _____ between

_____ Mumbai
carrying on business at _____

_____ in
Mumbai under the style and name of _____

_____ (hereinafter called "the
Contractors" of the first part, And _____ the Joint
Municipal Commissioner (M. E. & H.) hereinafter called "the Joint Municipal
Commissioner" (in which expression are included unless such inclusion is in
consistent with the context or meaning or thereof include the Joint Municipal
Commissioner (M. E. & H.) his successor or successors for the time being holding
the office of the Joint Municipal Commissioner of the second part and the Municipal
Corporation of Greater Mumbai, (hereinafter called "the Corporation") of the third
part.

WHEREAS the Municipal Commissioner of Greater Mumbai has Deputed under
Section 56 and 56B of the Mumbai Municipal Corporation Act his powers under the
provisions contained in chapter III of the Mumbai Municipal Corporation Act to Joint
Municipal Commissioner (M. E. & H.) and WHEREAS the Joint Municipal
Commissioner, in pursuance of the powers vested in him recently invited tenders for
the supply of certain articles mentioned in the schedules here to annexed, to the
Municipal Hospitals, Medical Institutions, Dispensaries and Departments in Greater
Mumbai including those in the Extended Suburbs during the twenty four months
ending on _____ AND WHEREAS the contractors tendered for the supply
hereof and their tender was accepted by the Joint Municipal Commissioner on the
terms and conditions hereinafter specified AND WHEREAS the Contractors have
transferred to and deposited with the Joint Municipal Commissioner the sum of
Rupees _____

_____ in
Cash/Government/Public Securities or have delivered to the Joint Municipal
Commissioner the General Undertaking Guarantee of the

_____ Bankers for the said Contractors for payment inter alis for the amount of _____ Rs.
_____ as security for the due and faithful performance of their
contract amounting to Rs. _____ on the part of the said
Contractors' NOW THESE PRESENTS WITNESS, and it is hereby agreed and declared
between and by the parties hereto as follows :-

1. This contract shall be deemed to have commenced as from the First Day
of _____ Two Thousand _____

**Duration of
Contract**

and shall continue in force (subject to the power of the
Joint Municipal Commissioner for the time being to
determine the same previously as hereinafter mentioned)
until the last day of _____ Two Thousand
_____.

2. In the first instance the contract is for two years only and will commence from _____ and terminate on _____. The period may however, be extended further for a period not exceeding one year at the option of the Joint Municipal Commissioner from _____ provided one month's prior notice for that effect is given to the contractors.

3. As per the sanction of Hon. Municipal Commissioner No. MGC/F/886 dt. 02.03.2010 the clause '3' of article of agreement is modified as follows.

The quantities of the articles specified in the Schedules are approximate and the Corporation through the Officers in-charge of Municipal Hospitals, Medical Institutions in Greater Mumbai, Dispensaries and Departments including those in Suburbs and extended Suburbs may in their sole discretion and at the rate specified for such articles indent for any lesser or larger quantities.

4. The contractors shall supply articles during the continuance of this contract for time to time and at all times as and when the same shall be indented for by Officers in charge of Municipal Hospital, Medical Institutions in Greater Mumbai, Dispensaries and Departments including those in Suburbs or Officers authorized to supply the material within Thirty days after the receipt of the respective indents or intimations to be confirmed by regular indents subsequently in such quantities as may from time to time indented for irrespective of the specification in the schedule re-bigger packing, if any such of the articles specified in the schedules hereinto annexed as may be so indented for at the rates quoted by the contractor for the said respective articles in the said schedules, without any extra charge for the small packing, at any place mentioned in the indent within the limits of the Greater Mumbai, and also any other articles obtainable in Mumbai and not specified in the said schedules at the current market rates.

5. The articles so indented for, shall be delivered by the contractors at the Municipal Hospitals, Medical Institutions, Dispensaries and Departments in Greater Mumbai including those in Suburbs and Expanded Suburbs as shall be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, weighing and measuring at the time of delivery and properly stacking them in such manner and place as may be directed by the Officer receiving the said articles shall be borne by the contractors.

6. All articles supplied by the Contractors in accordance with this contract shall be of unquestionable purity, and of the best manufacture and as per approved samples. In case where the name or names of the manufacturer or manufacturers is or are specially specified the article description supplied shall be of the manufacturer or manufacturers mentioned in the schedule and of the exact size, kind and description required except in the case of preparations included in the British Pharmacopia or British Pharmaceutical Codex, the Indian Pharmacopia, United States Pharmacopia or National Formulary where the articles supplied should invariably confirm to the Standard prescribed by the British Pharmacopia in its latest edition or British Pharmaceutical Codex in its latest edition or the Indian Pharmacopia, United States Pharmacopia or National Formulary whatever the make of articles may be. In case the articles of specified make is not available, a similar article of the other manufacture shall be supplied at the market rate, and shall be subject to the approval of the party or parties receiving the same and shall in case of its not being approved, a sample thereof shall be submitted for analysis to the Municipal Analyst

or to the Pharmacy Department of the L. T. M. G. Hospital or any of the large Municipal General Hospitals, and if on such analysis, the sample be not proved to be of the Standard required, such article shall be liable to be rejected; but the Contractors will be at liberty to submit such samples to the Chemical Analyser to the Government or to the Bio-Chemical Standardization Laboratory at Kolkatta at their expense. The article shall be supplied in all cases, except where the Dean, L. T. M. G. Hospital and L. T. M. M. College and/or Officers in charge of respective institutions may otherwise approve, in original packed bottles, tins or packets as the case may be.

7. The party receiving such articles shall not be bound to assign in case of **Rejection subject** rejecting them under the preceding clause, but the **to appeal to Joint** decision of such party shall be subject to appeal to the **Municipal** Joint Municipal Commissioner for the time being, whose **Commssioner** decisions as to whether such articles shall be taken or rejected shall be final and binding on the contractors.

8. In case the contractor shall, at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided or **Consequence of failure to supply** in case they shall fail at once to replace any articles that may be rejected as herein provided or in case they shall fail at once to replace any articles that may be rejected as herein provided with others of approved quality, the Municipal Commissioner/ or Officers in charge of the respective Institutions shall be at liberty forthwith to procure and obtain the same in the open market, at the risk & cost of the contractor and the extra cost thereof (if any) and all expenses thereby incurred which shall include charge of (in all cases of default) 15 percent at the discretion of the Joint Municipal Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the Contractor and the Corporation.

9. (i) If the Contractors fail to comply with the order each individual order not to exceed 3 months requirements within the delivery period stipulated, the indenting departments shall exercise its discretionary power to recover from the Contractor as liquidated damages or by way of penalty, a sum not exceeding half percent of the price of stores which the contractor failed to deliver as aforesaid per week or part thereof during which the delivery of such stores may be in arrears subject to maximum 10 percent such penalty for late supply shall be deducted by the contingency from the Contractor's bill.

(ii) If a Contractor fails to deliver the goods either in parts or in full of the approved quality within the stipulated period of delivery the Municipal Commissioner or the indenting officer shall exercise his discretionary power either

- (a) To purchase the item or an item nearest to the specifications at the risk and cost of the Contractor. OR
- (b) To cancel the contract forthwith.

(iii) In the event risk and cost purchase of drugs etc., the opinion of the Municipal Commissioner or the purchasing Municipal Officer in respect of the nearest to specification shall be final, if the drugs of exact specifications are not readily procurable. In the event of action taken under subclause (a) & (b) above the Contractor shall be liable for compensating any loss which the Municipal Commissioner may sustain on this account.

10. In case the contractors at any time during the continuance of these

presents supply any of the articles mentioned in the schedules of inferior quality, it shall be competent for the Joint Municipal Commissioner without prejudice to his other rights and remedies under this agreement to call upon the contractor to pay such amount not exceeding the cost of articles of inferior quality so supplied plus such further amount not exceeding 20 percent of the cost as he may think proper, as liquidated damages for each such default and any such decision of the Joint Municipal Commissioner shall be final and binding upon the Contractors who shall be bound to pay such amount forthwith upon the demand made upon them in that behalf.

11. In case, at any time during the continuance of these presents, samples of any of the articles mentioned in the Schedules are submitted for analysis to the Municipal Analyst and or **Charges for** Central Analytical Laboratory or to the Pharmacy **analysis** Department of the L. T. M. G. Hospital or any of the large Municipal General Hospital or to the Pharmacological, Physiological or Pathological Department of L. T. M. M. College, or any of the Municipal Medical College or to the Chemical Analyser to the Government of Maharashtra or to the Director, Haffkin Institute, Parel, Mumbai, F. D. A. approved laboratories for Drugs and Chemicals and any other Public Laboratories for the articles other than drugs. The contractor will be charged for the expenses incurred for testing the sample alongwith penalty, only in case of supply of substandard quality. The aforesaid recovery can be made against any payment due and payable to the contractor under any contract entered into by him with Municipal Corporation of Greater Mumbai.

12. The Contractors, shall within a week after completing the supply of all the articles against a departmental order, present to the department concerned a bill in duplicate for the order executed by them and prepare separate monthly summaries of such bills preferred by them against the various Municipal Departments during the month and send on or before the 5th of the next month such summaries to the respective units of Accounts Department where the bills are admitted for payment. In default, the contractors will be subject to a penalty of Rs. 20 for each original bill, in respect of which there have been delay in rendering the same to the department to which it is chargeable or respecting which there have been delay in supplying the summary to the respective unit of the Accounts Department.

In case of discount bills, the contractors shall submit fortnightly summaries say on 5th and 20th of the month to enable the Accounts Department to admit payment in time. The Corporation will not be responsible for delay in payment of their bills if summaries of bills as indicated herein are not submitted by them by due date as per the clause of the contract.

13. In case of failure on the part of the Contractor at any time during the continuance of this contract to comply with any of the conditions herein contained or in case of any breach what so ever of any portion of this contract, the Joint Municipal **Contract may be put an end to on breach etc. Forfeiture deposit** Commissioner shall be at liberty absolutely to determine the same by giving to the Contractors one calendar month's previous notice in writing of his intention to do so **of** and in such case the said Security Deposit of (Rupees _____) as aforesaid shall be absolutely forfeited to the Corporation.

14. These present and every clause, matter and thing herein contained shall cease and determine on the _____

Termination Contract shall have been previously determined by the Joint Municipal Commissioner as herein before provided) except only as to the rights and remedies of the parties in respect of any clause or thing herein contained which may have been broken or not performed.

15. The said sum of Rupees _____

Return of Deposit _____ in cash /Government/ Public Securities deposited as aforesaid, together with any interest thereon which may have been collected, shall at the expiration of this contract, be returned to the contractors unless the same shall have been forfeited as hereinbefore mentioned, and all charges for the safe custody and withdrawal of, and for the collection of interest, on the said sum of Rupees _____

_____ in as security money (though the Joint Municipal Commissioner shall not be bound to collect any interest unless the Contractors by written application require him to do so) shall either be paid by the Contractors or be deducted out of any money that may be or become due to the Contractors under this or any other contract between the Contractors and the Corporation. In case the said deposit of Rs. _____ has been made by the Contractor by delivery to the Joint Municipal Commissioner of the General Undertaking and Guarantee of the Bankers, and if no penalty or damages or forfeiture of deposit shall be extracted or claimable from or against the Contractors under this contract, the Contractors and the Bankers shall be at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the said Bankers and the right of the Joint Municipal Commissioner and/or Contractors and/or the Corporation claim under the said General Undertaking and Guarantee for or in respect of any other substituting tender or contract entered into by the Contractors with the Joint Municipal Commissioner and/or the Corporation.

16. All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements shall be paid by the Contractors.

17. Every receipt for money which may become payable or any security

which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any of the Contractors be a good and sufficient discharge to the Joint Municipal Commissioner & Corporation in **Money** **Receipt of** respect of the money purporting to be acknowledged

thereby, and in the event of the death of any of the Contractors during the pendency of this contract, it is hereby expressly agreed that every receipt by anyone 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 Joint Municipal Commissioner or Corporation may hereafter have against the legal representatives of any Contractors so dying, for or in respect of any breach of any of the conditions hereof. Provided also 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 Contractors inter so.

18. The Corporation shall have a lien on and over all or any moneys, that may become due and payable to the Contractors under

Joint Municipal Commissioner these presents and/or also on and over the deposit of security amount or amounts made under the contract and **shall have lien** which may become repayable to the Contractors under the **on any money** conditions in that behalf herein contained for or in respect **payable to the** of any debit or sum that may become due and payable to **contractors** the Corporation by the Contractors either alone or jointly

with another or others and either under this or under any other contracts or transaction of any nature whatsoever between the Corporation and the Contractors and also for or in respect of any Municipal tax or taxes which may become due and payable on the Corporation by the Contractors either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act or any other Statutory enactment or enactments in force in modifications or substitution thereof AND FURTHER that the Joint Municipal Commissioner on behalf of the Corporation shall at all the times be entitled to deduct the said debit or sum or tax due by the Contractors from the moneys, security or deposit which may become payable or returnable to the Contractors under these presents. Provided however that nothing in this clause shall apply to any moneys due and payable by the Contractors in their capacity as trustees either alone or joining with others the provisions of this condition shall also apply and extend to the Bankers Guarantee if any given by the Contractors either in addition to or in substitution of the cash or security deposit to be made under this contract.

19. The Contractors shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal employee and if he/they or **Termination of Contract, in** any of them shall do so, the Joint Municipal Commissioner **case of** shall be entitled to forthwith terminate this contract and **transaction** forfeit the deposit without prejudice to the other rights and **with Municipal** remedies of the Corporation to claim damages from the **Employees** Contractor/s for the breach of the contract.

20. The Contractors shall not any time assign sublet or make over the present contract or the benefit thereof or any part thereof **Contract not sublet** to any person or persons whomsoever without the previous **to** consent in writing of the Joint Municipal Commissioner for the time being and in case they shall at any time commit any breach of this contract then the said deposit of Rupees _____

_____ in cash/Government /Public Securities shall be forfeited to the Corporation and shall be retained by them having been made by the Contractors by delivery to the Joint Municipal Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractors, shall immediately on demand be paid by the Bankers to and may be forfeited by the Joint Municipal Commissioner under and in terms of the said General Undertaking and Guarantee as and for liquidated damages.

21. In case of such of the articles in the schedules annexed, as are manufacture by the Contractors the Contractors shall allow **Inspection of the Contractor's** inspection of their factory by a team of experts officials which the Joint Municipal Commissioner may depute for **factory** the purpose and the Contractors shall, extend all facilities **submission of** to the team to enable them to conduct proper inspection of **an analysis** the manufacturing processes, quality control measures etc. **reports.** adopted in the manufacture of contracted goods.

In case the manufacturing unit for the contracted goods is situated at a place outside Mumbai, every batch injections, tablets etc. supplied to the indenting department shall be accompanied by the manufacturer's analytical report.

22. Contractors should submit the monthly statements of the total indents placed, the quantity supplied and the balance quantity remained to be supplied, so as to have proper control on total schedule quantity awarded and total supply received against awarded quantity.

23. In the event of dispute between the parties, the dispute would be subject to the jurisdiction of the Courts in Mumbai.

IN WITNESS WHEREOF the said contract and Deputy Municipal Commissioner have into set their respective hands and the Seal of the Corporation has been here- unto affixed the day and the year first above written.

SIGNED SEALED AND DELIVERED
by the said Contractors

(Rubber Stamp Showing the Name
& Address of the Firm) in the presence of

Contractors

(Witness Signature and Home Address)
and by the said Deputy Municipal
Commissioner (CPA) in the presence of

Deputy Municipal Commissioner
(CPA)

The Common Seal of the Municipal
Corporation of Greater Mumbai was
affixed on the _____ day of
_____ Two Thousand _____
in the presence of

in the presence of
Two members of the Standing Committee
of the Municipal Corporation of Greater Mumbai.
Witness

SEAL
OF THE
MUNICIPAL CORPORATION
OF GREATER MUMBAI

MUNICIPAL SECRETARY

DEAN (L)

Contract examined with the Tender and the Sanction /Resolution No.
_____ of Standing Committee & Corporation
_____ and found correct.

The Common Seal of the Company, if any
must be affixed here.

Deputy Dean (Central Purchase Authority)