

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011.



GENERAL INSTRUCTIONS AND ARTICLES OF AGREEMENT
FOR PROCUREMENT OF GENERAL MATERIALS

FOR
M.C.G.M.

MUMBAI

MUNICIPAL CORPORATION OF GREATER MUMBAI

**GENERAL INSTRUCTIONS
AND
ARTICLES OF AGREEMENT**

Messers.....

Postal Address.....

.....

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1. E-TENDER NOTICE

The Commissioner of Municipal Corporation of Greater Mumbai (MCGM) invites following e-tenders as given in following table in three Folder system i.e. Folder "A", Folder "B" & Folder "C".

The tender copy can be downloaded from MCGM's portal (<http://www.mcg.gov.in>) under e – procurement section after the online payment of scrutiny fee. All interested vendors / contractors whether already registered or not registered with MCGM are mandated to get registered with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

Sr. No	Description of work	EMD	Start Date and Time of Bid Submission	End Date and Time of Bid Submission
1.				
2.				
3.				
4.				

The tenders duly filled in should be uploaded & submitted online on or before the end date of submission. The Folder 'A', Folder 'B' & Folder 'C' of the tenders will be opened as per the time-table shown in the Header Data in e - tender. If there are any changes in the dates, the same will be displayed on the MCGM's portal (<http://www.mcg.gov.in>)

The Pre-Bid meeting will be held on _____ at _____ venue of the same is at
(date) (time)

The Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

**By Order of the
Municipal commissioner
Municipal Corporation of greater Mumbai**

Sd/-

Dy. Chief Engineer (C.P.D.)

2. HEADER DATA

E-Tender No. Dy.Ch.E./ TDR/ /AEPT _____

Name of Organization Municipal Corporation of Greater Mumbai

Subject Purchase of _____ for MCGM.

Estimated Cost Rs.

Scrutiny fee of E-Tender Rs. _____/-

Earnest Money Deposit Rs. _____/-

Pre Bid Meeting _____ on _____ Hrs at _____

End Date and Time of Bid Submission / /20 from 16.00 hrs.

End date & time for receipt of EMD / /20 from 16.00 hrs.

Opening of Folder A / /20 from 16.00 hrs.

Opening of Folder B / /20 from 16.00 hrs.

Opening of Folder C / /20 from 16.00 hrs.

Address for Communication Office of Dy.Ch. E.(C.P.D.)
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011
Tel. No. 022-23083161

Venue for opening of bid On line at above address

This tender document is not transferable

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011.

3. PREAMBLE

The Municipal Corporation of Greater Mumbai invites Tenders from the Manufacturers &/or their authorized distributors/ dealers/agents for the supply of various materials etc. to the various departments of Municipal corporation of Greater Mumbai, as per the specification attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

4. **Instructions to Vendors participating in e-Tendering Process for the supply of General Material/Equipment of MCGM**

1. The e-Tendering process of MCGM is to be enabled through its Portal 'http://mcgm.gov.in'.
2. All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.
3. All the information documents are published under the 'e-Procurement' section of MCGM Portal.
4. All the interested vendors, are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM, before, can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal, Vendors already registered with MCGM needs to contact helpdesk to extend their registration to e-Tendering process.
5. Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
6. Tenderers should read carefully the document 'Instructions and Articles of Agreement for supply of general material available in 'e-Procurement' section of MCGM Portal. As MCGM has switched to e-Tendering process any references in this document if found as per manual bidding process like Folders A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, needs to be uploaded and commercial bid need to be filled in online.
7. The document Instructions to vendors and the 'Articles of Agreement' which are available in e-Tendering section of MCGM portal, make part of all tender documents unless otherwise stated in the tender document.
8. **Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
9. All the documents and data submitted by vendors, online will be digitally signed by the system by prompting for digital signature certificate. As such, it is mandatory for the vendors willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
10. **Digital Signature Certificates:** Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
11. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
12. In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
 - a. Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.

- b. Download the 'Browser Settings' document and carryout the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.
 - c. Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
 - d. Make payment of tender fee online and download the tender document and other relevant information documents.
 - e. Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
 - f. Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
 - g. Ensure that documents are uploaded properly after downloading them.
 - h. Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
 - i. The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids.
 - j. The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, care should be taken to delete the old version.
 - k. Ensure that your bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.
13. Vendors should ensure to submit their bids well in time before the due date. Vendors trying to submit the bid, just before due date and due time and fail to do so due to their system problems, internet problems, User Id locking problems etc. No complaints in this regard will be entertained.
 14. It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the documents before uploading the same.
 15. The administrative, technical and commercial evaluation documents will be available for all the participating vendors to after completion of the evaluation.
 16. Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.
 17. For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-23083161 from 11.30 AM to 5.00 PM on all working days of MCGM.

5. FLOW OF ACTIVITIES OF TENDER

1. Issue of Tender notice in the newspapers and on M.C.G.M. Portal.
2. Download the tender documents from the Tender section of M.C.G.M Portal after paying online requisite cost of the tender.
3. Pre-bid meeting if required.
4. Payment of E.M.D. to be paid through D.D. before the due date and due time of submission of tender to the office of Dy.Ch. E. (C.P.D.).
5. Simultaneous, on line submission, of tender documents with details as specified in the tender & proforma in Annexures shall be done by bidder as per the instructions available on M.C.G.M Portal for online submission of e- tender.
6. Administrative offer, i.e. Folder 'A' will be opened online on the due date and due time as stated in the tender notice.
7. Technical offer, i.e. Folder 'B' will be opened online only of those bidders who are found responsive in evaluation of administrative offer, i.e. Folder 'A'.
8. Commercial bids i.e. Folder 'C' of only those bidder who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
9. Submission of the sample/ testing/ inspection of articles by lowest bidder wherever applicable.
10. Recommendations to Higher Authorities and if necessary to Standing Committee for sanction to award the contract.
11. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
12. Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract within specified time period of fifteen days from the date of receipt of Acceptance Letter by successful bidder.
13. Supply of materials described in the specifications.

6. GENERAL INSTRUCTIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1. Who can quote Only the manufacturers and/or their authorized distributors/dealers/agents are qualified to fill and submit the tender. The authorized distributors/dealers/agent should submit the appropriate valid and current authority letter from the manufacturers for participating in the tender of M.C.G.M. as per the proforma given in annexure-7. The offers received from the distributors/dealers/agents without authorization letter from the manufacturers shall be rejected outright.

The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded.

Average annual turnover during the last three financial years shall not be less than 35% of the estimated cost / total cost of supply / works tendered for.

Further in case of supply of machineries with turn key work, bidder should have executed and completed similar i) one work with 80% of estimated cost of invited tender or ii) Two works with 60% of estimated cost of invited tender or iii) Three works with 40% of estimated cost of invited tender, during last 5 years satisfactory in central govt. / state govt / semi govt / reputed private organisation.

Further in case of only supply bidder should have experience of executing similar supply for last 2 years.

2. Where and how to submit the tender The tender documents with details as specified in the proforma in Annexure must be submitted online in tender section of M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.

3. The Two Folder system The tenderer should upload tender in two folders system as below.

(A) Folder – ‘A’: The tenderer shall not disclose / quote the rate of the items in Folder – ‘A’. In case if there appears to be such indication of rate by the bidder in this Folder, the tender shall be rejected outright.

The bidder must scan and upload the following currently valid mandatory documents on or before the due date and due time of bid submission.

Administrative documents(MANDATORY)-Folder ‘A’

1. Signed copy of tender documents.
2. Instructions and Article of agreement duly filled in, signed and stamped. (Annexure-10)
3. Solvency certificate from the Nationalised/Scheduled banks of required amount as specified below and valid for 12 months, date of issue should not be more than 6 months prior to due date of tender.

Total Estimated Cost	Solvency Certificate value
(Rs. In Lakhs)	Value
1. Above 300	Rs. 30 Lakh
2. Above 100 to 300	Rs. 20 Lakh
3. Above 50 to 100	Rs. 15 Lakh
4. Above 25 to 50	Rs. 10 Lakh
5. Above 10 to 25	Rs. 5 Lakh
6. Above 5 to 10	Rs. 2 Lakh
7. Upto 5	Rs. 1 Lakh

4. DD for payment of EMD.
5. Annual turnover and financial statement duly audited by the Chartered Accountant.
6. Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.
7. Valid Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration on Rs. 100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.
8. Original VAT registration certificate or CST registration certificate as the case may be in prescribed form.
- 9. Pan card with Photograph**
 - a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc.
 - b) In case of Company or firm
 - i) PAN Card of proprietor in case of proprietary /Ownership firm
 - ii) PAN Card of Company in case of Private limited Company
 - iii) PAN Card of a firm in case of Partnership firm
 - c) PAN Card of the Santhas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1860 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable)
 - d) However, in case of public limited companies, semi government undertakings, government undertakings, no PAN documents will be insisted.
10. Power of attorney in case of partnership Firms / Public Ltd. Co. / Pvt. Ltd. Co. / Societies / Govt. Undertaking.

11. Particulars about the bidder. (Annexure – 1)
12. Company Registration Certificate, Partnership deed, articles of association, society's registration certificate as the case may be.
13. Undertaking for mandatory condition. (Annexure – 2)
14. Undertaking to be signed and sealed by the bidder. (Annexure – 3)
15. Declaration by the bidder regarding eligibility and acceptance of term and conditions of the tender. (annexure- 4)
16. Affidavit for compliance of condition No 13 (Incl. of 13A.13B and 13 C) of Articles of Agreement and Best Rate quoted. (Annexure – 5)
17. The information regarding encoding of envelope of DD for EMD. (Annexure – 6)

(B) Folder – 'B': The tenderer shall not disclose / quote the rate of the items in Folder – 'B'. In case if there appears to be such indication of rate by the tenderer in this Folder, the tender shall be rejected outright.

The tenderer/bidder must scan and upload the following currently valid mandatory documents on/or before the due date and due time.

Technical documents (MANDATORY) Folder 'B'

1. Required licences/certificates in the name of bidder wherever required as specified.
2. Manufacturer's latest authorization letter as directed. (Annexure – 7)
3. Past performance/ experience certificate. (Annexure – 8) **Past Performance or Experience Certificate should be in the name of Bidder & not in the name of Manufacturer.**
4. The test report of sample as specified.
5. Copy of Valid ISI/ISO/FDA/BIS/CE Certificate as mentioned in Technical Specification.
6. Any other documents as specified in the tender and in the annexure.

NOTE 1: All the documents in Folders A and Folder B should be uploaded in P.D.F. Format only

Photocopies of specific documents mentioned in respective tender schedule copy shall be attested from Gazetted officer of the State/central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/ Administrative Officer before uploading the same in Folder – A & B.

Folder - 'C' (MANDATORY)

The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature.

Folder "C" will be automatically generated as per item data. Tenderer(s) should fill item wise rate for the items mentioned in the Item data tab.

All the documents uploaded in Folder 'A', folder 'B' & Folder 'C' should be digitally signed.

NOTE 2: While quoting the prices it must be inclusive of all taxes like VAT, Octroi, C.S.T, Service Tax, All Duties, levies, Excise Duty, Custom Duty etc. The rate quoted will be taken into consideration for evaluation and price comparisons

- 4. Documents to be uploaded** Original scanned document (or Photocopies of specific documents mentioned in respective tender schedule copy get attested from Gazetted officer of the State/central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/ Administrative Officer before uploading the same in Folder – A & B).
- 5. Procedure for the opening of the tender Folder** Folder 'A' will be opened online on the due date and due time as stated in the tender Notice/ corrigendum if any when the tenderer or his authorized representative will be allowed to remain present. Folder 'B' will be opened only if the administrative offer in Folder 'A' is acceptable. Folder 'C' will be opened only if the administrative & Technical offer in Folder 'A' & 'B' is acceptable. In case the Administrative and Technical offer in Folder 'A' & 'B' is found not acceptable or found incomplete, the Folder 'C' will not be opened and offer will be kept out of consideration.
The date and time of the opening of Folder 'C' will be intimated to the responsive tenderer well in advance. The same will also be notified on the notice board of the CPD office. No complaint for non receipt of such intimation will be entertained.
- 6. Authentication for documents** The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof.
- 7. Translation of certificates** If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
- 8. Sign and seal: Affixing of digital signature anywhere while submitting the bid shall be deemed to mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
- 9. Paying E.M.D.** The tenderers shall pay the EMD through Demand Draft (DD) and shall upload the scanned copy of the DD in Folder 'A' (as a document during submission of tender) instead of paying the EMD at any of the CFC Centers in MCGM Ward Offices. Amount of EMD shall be paid as mentioned in respective tender document.

The D.D. should be drawn in favour of 'The Municipal Corporation Of Greater Mumbai' payable at Mumbai

The tenderer shall submit such original DD physically in the office of Dy.Chief Engineer (Central Purchase Dept.) 566, N.M. Joshi Marg, Byculla (W), Mumbai-400011 on or before the due date and due time of the said tender.

The DD shall be kept in sealed envelope and envelope shall be encoded. The information regarding encoding shall be kept in the sealed envelope as per proforma given as well as it should be uploaded during submission of tender and only tender number & encode shall be mentioned on envelope.

If such scanned copy of DD is not uploaded during submission of tender and if original DD is not submitted physically in the office of the Dy.Ch.E.(CPD), the tender shall be treated as Non Responsive and shall not be opened.

The Tenderer shall have to pay EMD in full amount .No exemption will be allowed.

All the tenderers shall have to remain present on due date and due time to confirm the DD of EMD in the sealed encoded envelope which is submitted physically in the office of Dy.Ch.E. (C.P.D.). No complaint will be entertained thereafter.

- 10. Refund of E.M.D.** The EMD shall be refunded to the unsuccessful tenderers in due course of time. However in the case/DD of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.

-OR

The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM.

The contractors paying 5% contract deposit in cash, only their EMD will be refunded after submission of the receipt in this respect and verification of the same along with the contract document. Whereas, the contractors who have submitted BG in lieu of 5% contract deposit, the EMD of such contractors will be refunded only after BG confirmed from concern Bank and verified the same alongwith contract documents by C.A.'s office.

- 11. Pre-bid Meeting** If required by MCGM and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the E-Tender Notice. The prospective tenderer(s) should submit their suggestions/observations if any in writing before Pre-bid meeting. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions.

Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestion / objections received in pre-bid meeting may not be considered, if the same is not in consonance with the requirements of the tender/project.

Any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting.

The tender uploaded thereafter shall be read along with above clarification.

- 12. Name of Partners** All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render himself liable to have his EMD forfeited and the contract, if entered into, cancelled

at any time during its currency. Further, it shall invite penal action including black-listing.

13. Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.

13 (A) If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.

13 (B) If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned.

13 (C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

14. Contract deposit value Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.

The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

15. Execution of written contract In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the chief Accountant and/or Dy.Ch.E. (C.P.D.) should be informed accordingly.

In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dy.Ch.E. (C.P.D.) should be informed accordingly.

Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 15 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender and their EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.

16. **Refund of contract deposit** Contract deposit will be refunded 6 months after satisfactory completion of contract period.
17. **Unconditional offer** Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
18. **Variation in rate** Tenderers shall fill in the tender carefully after noting the items and it's specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
19. **Firm price** The prices quoted shall be firm and no variation will be allowed on any account whatsoever.
20. **Contradictory Clause in tender.** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
21. **Alternative clauses in tender.** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
22. **Validity.** The validity of the offer should be for at least 90 days from the date of the opening of the tender.
23. **Product Names.** The tenderer must state the brand name of the product, if any.
24. **Manufacturer's address.** The manufacturer's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure - 1.
25. Testing/verification of the samples/Inspection of articles of the lowest tenderers if required will be carried out by MCGM & if not found as per specification, in such case his offer though lowest will not be considered.

26. Supply Testing

- a) Sample from supply lot will be drawn on random basis, jointly by the representative of CPD, representative of user Dept. and the representative of supplier for testing through Govt./Govt. approved Lab having NABL accreditation.
- b) Probability of sample testing should be
 - (i) Three times during the one year contract period and
 - (ii) Six times during the two years contract period.
- c) If the test report of the supply sample is not found in consonance with the pre-tested sample submitted along with the tender, or in-house testing, the supply shall be rejected and
 - i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
 - ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and
 - iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.
- d) The supplier shall quote lot number for his supply.
- e) Test report of Government/Government approved laboratory / having NABL accreditation of supply sample sent for testing by M.C.G.M. or in-house testing will be considered as final and no correspondence will be entertained in this regard.
- f) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed.
- g) The sample from the supply lot will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation.
- h) The test results will be circulated to all departments who have received material from the supplied lot.
- i) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier.
- j) Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority.
- k) No payment should be made to the contractor unless the samples from the supplied lot are found as per MCGM specifications and requirements.

27. In case of contracts for items of plant and machinery, mechanical and electrical equipments, instruments, furniture and such other things/articles etc., after the acceptance and installation of the equipment the contractor shall have to, maintain, uphold and keep the same in smooth and working condition for a specified period at their sole cost and expense and to the entire satisfaction of the Municipal Commissioner or the D.M.C.(CPD) or the Indenting Officer, the whole of machinery/equipment/furniture etc. and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may occurs during that period which affect the normal and proper working of the machinery/equipment/furniture etc.

- 28. Order** The user department will place orders as and when required during the contract period.
- 29. Delivery** The Tenderer should give free delivery to user department of MCGM. within specified period from the date of placing the order.
- 30. Contract.** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.
The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.
The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
Tenderer must distinctly understand:
That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.
The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
- 31. Contract Postponement** Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession, of other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted
- 32. Acceptance of Tender** The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
- 33. Acknowledging communications.** Every communication from the Dy.Ch.E. (C.P.D.), Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
- 34. Jurisdiction of courts** In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court only in the City of Mumbai only.

35. Taxes and Duties. All the rates quoted by the tenderer should be inclusive of all duties, levies, Excise Duty, Custom Duty and taxes etc. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by MCGM.

36. Information regarding payment. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.

Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (F) / Account Officer (FAR) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.

NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.

37. Rejection. If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.

38. Penalty If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-

To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver/ install/ commission/ as aforesaid per week or part thereof during which the delivery/ installation/commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the materials undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.

OR

To purchase elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

39. Consequence of inferior supply If the equipment/material supplied is found of inferior quality, or not as per specifications, the contractor shall replace the equipment/material within one month from the date of intimation, at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.

40. Blacklisting. The firm shall be black-listed, if it is found that:-

i) Forged documents are submitted OR

ii) If it becomes responsive on the basis of submission of bogus certificate. OR

iii) In case of non-supply of materials or supply of substandard quality or supply of materials found to have been previously used or having reconditioned parts.

41. Payment of legal and stationery charges. A reference table for the payment of legal charges for the guidance of the tenderer is given below. These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material/equipment.

Contract Value	Legal charges
UPTO 10,000/-	NIL
Rs. 10,001 to 50,000/-	Rs. 2,310/-
Rs. 50,001 to 1,00,000/-	Rs. 3,630/-
Rs. 1,00,001 to 3,00,000/-	Rs. 6,050/-
Rs. 3,00,001 to 5,00,000/-	Rs. 7,260/-
Rs. 5,00,001 to 10,00,000/-	Rs. 8,470/-
Rs. 10,00,001 to 20,00,000/-	Rs. 9,680/-
Rs. 20,00,001 to 40,00,000/-	Rs. 10,890/-
Rs. 40,00,001 to 1,00,00,000/-	Rs. 12,100/-
Rs. 1,00,00,001 to 10,00,00,000/-	Rs. 14,300/-
Rs. 10,00,00,001 to 20,00,00,000/-	Rs. 16,500/-
Rs. 20,00,00,001 to 30,00,00,000/-	Rs. 18,700/-
Rs. 30,00,00,001 to 40,00,00,000/-	Rs. 20,900/-
Rs. 40,00,00,001 to 50,00,00,000/-	Rs. 23,100/-
Rs. 50,00,00,001 to 1,00,00,00,000/-	Rs. 27,500/-
Rs. 1,00,00,00,001 to 2,00,00,00,000/-	Rs. 34,100/-
Rs. 2,00,00,00,001 to 3,00,00,00,000/-	Rs. 38,500/-
Rs. 3,00,00,00,001 to 4,00,00,00,000/-	Rs. 44,000/-

Rs. 4,00,00,00,001 to 5,00,00,00,000/-	Rs. 49,500/
Rs. 5,00,00,00,001 to any amount	Rs. 55,000/

A reference table for the payment of stationery charges for the guidance of the tenderer is given below. These charges are to be paid by the successful bidder on receipt of the acceptance letter for the supply of material/equipment.

Contract amount	Stationery charges
Upto 10,00,000/-	Rs. 1,100/-
Rs. 10,00,001 to 50,00,000/-	Rs 1,650/-
Rs. 50,00,001 to 1,00,00,000/-	Rs. 2,200/-
Rs. 1,00,00,001 to 3,00,00,000/-	Rs. 3,300/-
Rs. 3,00,00,001 to 5,00,00,000/-	Rs. 5,500/-
Rs. 5,00,00,001 & above	Rs. 6,600/-

NOTE: The above said charges are subject to change. Actual charges as on the date of issue of letter of acceptance/ vis-à-vis date of actual payment as the case may be of tender will be charged.

- 42. Stamp duty** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.
- 43. Amendment to tender documents** Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Folder 'A'
- 44. Secrecy** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of abovesaid condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.
- 45. Compliance with security Requirement** The Contractor shall strictly comply with the security Rule of the MCGM in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from MCGM for entry into the premises.
- 46. Confidential Information** The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of material/equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of MCGM. If, during the process of

execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the MCGM.

47. Complaint against other Bidder Every complaints, made by competitive tenderers in the matter of challenge to the authenticity of documents / information and /or particulars submitted by another bidder ought to be accompanied with the deposit of Rs. 2, 00,000/- (Rs. Two Lakhs only) towards charges for inspection of manufacturing premises and verification of the documents of another tenderer. On Verification of the complaint, if the allegations made therein are found to be true and correct, the deposit will be refunded to the complainant & the EMD of the defaulting tenderer shall be forfeited and further it shall be lawful for M.C.G.M. to blacklist such defaulting bidder permanently. On verification of the complaint, if the allegations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for the period for five years.
48. **In case of** the mandatory documents, which are uploaded with bid, original of which, if called, shall be produced for verification within 3 days, failing which the bidder will be treated as **non-responsive**. Administrative and Technical Bid will be opened on the due date and due time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative & Technical offer in Folder 'A & B' is acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.
49. The tenderers are advised to physically apprise themselves with delivery, installation Conditions and working areas if required. They are advised to get themselves sufficiently acquainted with the actual nature of installation if required, prevalent conditions and facilities available.
50. This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
51. The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not be offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, the tenderer has to filled in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the

contract given to them or any work assigned to them if it is withdrawn by the Corporation."

Affidavit shall be uploaded in this respect as per annexure – 5.

52. Tenderer Participating in this bidding process have to furnish the details as per annexure – 1.
53. The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexures.
54. **Risk & Cost Purchase** In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles/equipment within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Municipal Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
55. The Municipal Corporation reserves it's right to inspect the manufacturing premises of the company as and when required.
56. **Tenders not submitted as per the above procedure will be treated as invalid.**

Particulars about the tenderer- (Specimen copy)
(To be uploaded in Folder 'A')

Following information to be submitted along with tenders (**in Folder 'A'**) as detailed herein below on the letterhead of the tenderer. (Put a tick mark where applicable/ Write N.A. where not applicable).

1. Name & Address of the tenderer.
 2. Names and addresses of all the partners.
 3. e-mail address of the firm
 4. Name & address of the manufacturer
 - a. Places of Manufacturer
(In case of firms having more than one place, mention the nearest one).
 - b. Registered Head Office with Postal Address and Telephone Numbers
 - c. Mumbai Office address with Telephone Numbers.
 5. Total annual turnover in the last Financial Year of the tenderer.
 6. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
 7. Whether tenderer is as Manufacturer / Distributor (State the category)
 8. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
 9. Location of other manufacturing works / factories owned by the firm (if any).
- I/We have carefully gone through the tender documents and the terms and conditions mentioned therein & are all acceptable & agreeable in its entirety to me/us.

**Full Signature of the tenderer with
Official Seal & Address**

Form of undertaking of Mandatory Conditions
(To be uploaded in Folder 'A')

SUB: Supply of _____.

Tender No. _____

Due On _____

Mandatory Conditions of this tender:

1. **Number of Models**: The tenderer shall quote the price for one model only, which is as per the specifications mentioned in the Tender Form. The tenderer who have filled-in the price for more than one model, such offer shall be rejected outright.
2. **Validity**. Every tender shall be made open for acceptance for minimum period of 90 days from opening of the tender. Tenderer specifying validity for less than 90 days shall be rejected outright.
3. Testing/verification of the samples of the lowest tenderers if required will be carried out by MCGM & if not found as per specification, in such case his offer though lowest will not be considered.
4. **Payment**. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.
5. **Contract deposit**. Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.
The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
6. **Delivery** The Tenderer should give free delivery to user department of MCGM, within specified period from the date of placing the order.
7. **Order** The user department will place orders as and when required during the contract period.
8. **Penalty** Late supply or installation will be penalized as per Clause No. 38 of Articles of Agreement.
9. **Acceptance of Tender** The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. The

Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.

10. Contact details: Address, E-Mail, Tel. / Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.

11. Liquidated damage. The conditions of the contract provide for the damages for the late delivery as liquidated damages. In the event of late delivery of materials, the contractor shall pay to the MCGM liquidated damages a sum equal to half percent of tender price of the material/equipment supply late per week calculated from the next day after the agreed delivery, period is over. This is subject to maximum limit @ 10% of the tender value of the equipment/ material. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MUNICIPAL CORPORATION OF GREATER MUMBAI.

OR

To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

To cancel the contract and orders, forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

The primary responsibility for the supply of items in time shall rest with the supplier.

12. "THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW."

If the tenderer does not upload scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co-operative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.13 and Best rate quoted as per annexure – 6.

13. In case one or more offers with the same prices are received, the Municipal Commissioner's decision to accept any of the offers shall be final and the said decision shall be binding on the tenderers.

I / We have gone through the "General Instruction to the tenderer", "The Articles of Agreement", "Copy of Undertaking for mandatory Conditions" and "Technical Offer" and I / We agree to abide the same.

**Full Signature of the tenderer with
Official Seal and Address.**

Undertaking to be signed by the tenderer
(To be uploaded in Folder 'A')

Tender No. :

Due Date:

To
The Municipal Commissioner of Greater Mumbai

Sir,

I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to supply the _____ as mentioned in the tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items' Rates & Costs, which are herewith duly signed by me / us.

I / We _____ do hereby state & declare that I / We, whose names are given herein below in detailed with the addresses have not filled in this TENDER under any other name or under the name of any other Establishment / Firm or otherwise nor we are in any way related or concerned with any Establishment / Firm or any other person who have filled in the above case TENDER.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us, and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I /We agree to comply. I / We undertake to complete the delivery within the period stipulated after receiving an order.

I /We _____ have filled in the accompanying TENDER with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the EMD and blacklisting or any other penal action for giving any information which it is found to be incorrect and against the instruction and direction given in this TENDER and failure to execute the written contract.

I / We have already deposited the requisite amount of Earnest Money Deposit as mentioned in this tender Notice, in the office Dy. Ch.E. (C.P.D.) before due date and due time.

OR

I am /We are on approved list of Registered Contractor with the Municipal Corporation of the Greater Mumbai as on due date of this tender and also have made payment of Standing Deposit with the office of the Chief Accountant, MCGM, as applicable on the due date of this tender. (Strike out whichever is not applicable)

I / We further agree & undertake that in the event if it is revealed subsequently after the allotment of contract to me / us, that any information given by me / us in this TENDER is false or incorrect, I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I / We agree & undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me/us is withdrawn by the Corporation.

OR

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non acceptance of this tender has been first communicated to me/us and in consideration of your agreeing to refrain from so doing I/We agree not to withdraw the offer constituted by this tender before the date of communication to me/us or such notice of non acceptance, which date shall be not later than fifteen days from the date of the decision of the Standing Committee or of the Corporation, as may be required under the B.M.C. Act, not to accept this tender. And I/We agree that if contrary to the agreement contained in this clause I/We withdraw the tender before the said date the earnest money deposited by me/us as aforesaid shall be liable to forfeiture by the Municipal Commissioner of Greater Mumbai I/We also agree to the forfeiture of the said deposit if in the event of your accepting my/our tender, I/We fail to execute the contract or to make the security deposit when called upon to do so or fail to supply the goods ordered after acceptance of my/our tender in full or in part or fail to execute the orders placed on me/us.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

Yours faithfully

**Full Signature of the tenderer with
Official Rubber Stamp.**

Full Name, Office & Residential Address of the Proprietor / Partners & E-mail Address.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				
4.				
5.				

DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS

(To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 200/-duly notarized by Notary Public. / First Class Magistrate along with bid)

To be uploaded in folder 'A'

AFFIDAVIT

To,
Municipal Commissioner,
Municipal Corporation of Greater Mumbai.

Sir,

Ref your Tender No: _____.

I / we give following undertaking:

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with M.C.G.M., actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates,if accepted by M.C.G.M.
4. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises/area, if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of the MCGM.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by M.C,G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by M.C.G.M., shall constitute a binding contract between me / us and M.C.G.M.
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

14. I/ we hereby certify that I/we was/ were never black listed by M.C.G.M. or not either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body.

Solemnly affirmed on this _____ the day of _____ 20 .

**Full Signature of the tenderer with
Official Seal & Address**

Tender No.
CENTRAL PURCHASE DEPARTMENT
(To be uploaded in Folder 'A')

The undertaking to be obtained from the prospective bidders on Rs. 200 /- stamp paper along with the tender should be as under-
Affidavit in terms of condition No 13 (Incl of 13A.13B and 13 C) of Articles of Agreement and for quoted Rates

To,
 The Municipal Commissioner,
 For the Municipal Corporation to Greater Mumbai
 Sir,

Bid No. _____

"I/ We _____

_____ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We _____ whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We _____ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, differential logistic of transport etc. considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action including forfeiture of deposit & blacklisting may be taken against me/us.

TENDERER'S FULL SIGNATURE
 WITH RUBBER STAMP

(Note: This affidavit should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.)

No _____
PROFORMA FOR Encoding of the Envelope for DD of EMD
(To be uploaded in Folder 'A')

Demand Draft

- 1) Encode No:
- 2) Bank Name:
- 3) Bank Branch Details:
- 4) DD No. & Date:
- 5) Validity:
- 6) Amount:
- 7) Name and address of the Tenderer :
- 8) Tender No & Due date:

**Full Signature of the tenderer with
Official Seal & Address**

**NOTE: PROFORMA FOR Encoding of the encoding of envelope of DD for EMD should
be on letter head of the tenderer.**

PROFORMA FOR MANUFACTURER'S AUTHORIZATION LETTER
(To be uploaded in Folder 'B')

To,
Municipal Commissioner,
M.C.G.M. Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

We, _____ who are an established and reputed manufacturer of _____ (name & description of the goods offered in the tender) having factories at _____, hereby certified that M/s. _____ (name & address of the distributor/dealer/agent) is our authorized distributor/dealer/agent & authorize them submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods manufactured by us.

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

Note: 1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2) Scanned copy of Original letter shall be uploaded.

PERFORMANCE CERTIFICATE
(To be uploaded in Folder 'B')

(The following certificates which must be valid and current on the due date should be uploaded.)

Past Performance Certificate in respect of supply of _____
To State Government / Central Government or their undertaking / Semi Government
Local Bodies / Large Corporates (without disclosing rates therein) should be uploaded

“M/s _____ have supplied satisfactorily their
_____ to our institution in _____ (month/year)
and their performance /the service support is satisfactory”.

**Signature and designation of the
authorized officer issuing performance
certificate**

**NOTE: Past Performance or Experience Certificate should be in the name
of Bidder & not in the name of Manufacturer.**

Scanned copies shall be uploaded in the Folder “B”.

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last two years)

Specify how much quantities of products were supplied to the State Government / Central Government or their undertakings / Semi Government / Local Bodies/ Large Corporates as shown below. (Use separate sheet, if necessary)

Tender No. : _____

Date of Opening: _____

Time: _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

Order placed by (Full address of Purchase/ Consignee)	Description and quantity of ordered goods and services	Have goods been functioning satisfactorily (attached documentary proof)**
1	2	3

Signature & seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.**

Note: - Past performance or Experience Certificate should be in a name of the bidder and not in the name of manufacturer.

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING
(To be uploaded in Folder 'B')

No. _____

Date: _____

To,

The Municipal Commissioner,
M.C.G.M.

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized to be present at the time of opening of above tender due on _____ at 16:00Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

Details of the Item Data :- (Rate to be filled by tenderer in commercial offer)

Item code	Description of the Items	Quantity

Proforma of Articles of Agreement for the purchase of material/equipments.

Quotation / Tender due on _____

Standing Committee Resolution No _____ Dated _____ / Addl. Municipal
Commissioner's/DMC's/ Sanction No. _____
Dated _____

Contract for the Supply / work of:

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at

in Mumbai under the style and name of Messer's _____ for
and on behalf of himself / themselves, his / their heirs, executors, administrators and
assigns (Hereinafter called ' the Contractor/s') of the FIRST PART and _____
Shri / Smt. _____ the Dy. Municipal
Commissioner (C.P.D.) in which expressions are included unless such inclusion is
inconsistent with the context or meaning therefore, include Dy. Municipal Commissioner
(C.P.D.) and any officers of Municipal Corporation of Greater Mumbai authorized by the
Dy. Municipal Commissioner (C.P.D.) and shall also include their successors &
assign / assignee for the time being holding office, of the SECOND PART and the
Municipal Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the
THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed
under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers,
functions and duties under the provisions contained in Chapter III of the Mumbai
Municipal Corporation Act 1888 to the Dy. Municipal Commissioner (C.P.D.)

AND WHEREAS the Dy. Municipal Commissioner (C.P.D.) in pursuance of the
power vested in him / her under the provisions of the Mumbai Municipal Corporation Act
1888 and in accordance with the provision of the said Act, recently invited Tender /
Quotation for supply of the material and / or certain articles/certain works mentioned in
the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the material and / or work thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner (C.P.D.) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____)

of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (C.P.D.) for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the Dy. Municipal Commissioner (C.P.D.) for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____ Or until such time as the Supply / work herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (C.P.D.) / purchasing Officer as being of good quality and in good working order.

2. Contract deposit. Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.

3. Supply to be made according to the Order

The contractor/s shall, During the continuance of this contract, from time to time and at all times as and when the purchase order for the same shall be placed as required by the any officer of the Corporation authorized in that behalf (such purchase order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period, after receipt of the respective purchase orders in such quantities as may from time to time be placed for such of the brittles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule.

3(a). Failure to execute Orders

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dy.Ch.E. (CPD)/ purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under

the circumstance and the same shall be recovered from any dues of the Contractor/s, with the MCGM.

- 3(b). Period** Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order by the Contractors.

4. Place of Delivery

The articles/provisions so indented for, unless otherwise specified shall be delivered by the Contractors at the indenting office of MCGM, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within MCGM's premises. The cost of any damage done by the Contractors or their agents to MCGM's property while delivering and stacking etc. the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

5. Quality

All articles supplied by the Contractor/s in accordance with this contract shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signing signs the same and in case of their not being approved shall be liable to be rejected.

6. Quantity

The quantity in the schedule is approximate. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts

7. Penalty for Inferior Supply

If the articles supplied are is found of inferior quality or not as per the specification, when tested through Govt./Govt. approved Lab / having NABL accreditation and test reports are not found in consonance with the pre-tested sample submitted along with the tender, the supply shall be rejected and

- i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
- ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and
- iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

8. Rejection & appeal

Dy.Ch.E. (CPD) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).

9. Fees

The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and the test results being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

10. Risk & Cost Purchase

In case the Contractor/s, 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 in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge, within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences.

The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the 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 contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

11. Articles can be brought from elsewhere

The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

12. Submission of Bill

The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.

13. Monetary dealings with the Municipal Employees

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

14. Breach of Contract

In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. _____ deposited as Earnest Money Deposit & Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

15. Dissolution of the Contract

The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

16. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between Dy.Ch.Eng(CPD) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purporting respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or Dy.Ch.Eng.(CPD) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof or concerning any certificate or order made or purporting to

have been made thereunder, or in any ways whatsoever relating to the interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and who shall decide and determine thereon: and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

17. Commissioner's direction & decisions to be final and binding

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards may be made from time to time) shall be final and binding upon the Corporation and the Contractor respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any formality, omission, delay, or error of proceedings or on any other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

18. The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.

The Commissioner shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the Corporation or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

19. Corporation's lien over all moneys due to the Contractor or his deposit

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect

of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

20. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed

21. Return of the Contract Deposit:

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. _____ shall be returned to the Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him / them.

22. Banker's Guarantee

In the event of the said deposit of Rs.....having been made by the Contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs..becoming forfeited as hereinbefore mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the Bankers shall 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 Contractors and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractors with the Commissioner and/or the Corporation.

23. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall if signed in the partnership name by any one of the Contractor/s be of 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 contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s 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/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

24. Charges

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

25. Singular – Plural

Words in the Singular number shall include the plural and plural the singular.

26. Meaning The Word ‘The Municipal Commissioner’ or ‘Commissioner’ wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner’ or ‘Deputy Municipal Commissioner’.

27. Acknowledgement

Every notice served upon any one of the Contractor/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached / received by them.

28. Penalty

If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Purchasing Officer shall exercise his discretionary power either :-

(a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.

OR

(b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description

without cancelling the contract in respect of the consignment not yet due for delivery.

OR

(c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

29. Guarantee

In case of contracts for items of plant and machinery, mechanical and electrical equipments, instruments, furniture, material and such other article etc., the Contractors shall, for a period of twelve calendar months after the acceptance and installation of the equipment, maintain, uphold and keep the same in thorough repairs and working order at their sole cost and expense and to the entire satisfaction of the Municipal Commissioner or the Dy.Ch.E.(CPD) or the Purchasing Officer, the whole of machinery/equipment/furniture material & articles etc. and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the machinery/equipment/furniture/ articles.

30. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instructions to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement.

31. Operation of the Contract Clauses

The D.M.C. (C.P.D.) or his / her successor/s for the time being holding the office of the D.M.C. (C.P.D.) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dy.Ch.E (CPD).shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner.

(A) Special Clauses: For The contract for the Purchase and Removal of Waste papers

- (1) The deduction to be allowed for tare of the bags shall be the actual weight of the empty bags.
- (2) Before taking delivery or removal of each lot, the contractors shall pay the price thereof at the said agreed rates.
- (3) The contractors shall not circulate or cause to be circulated any records of the Municipal Office being part of the waste, in the Bazaar.
- (4) The Contractors shall be bound to take delivery of the waste from any part or parts of the departments of the Municipal office within four days from the receipts by them of the intimation requiring them to take such delivery of the waste and remove them from the Municipal offices or departments. The waste paper shall

be duly weighed in the presence of the person or persons empowered in that behalf and in the manner directed by him or them and packed by the Contractors in their own gunny bags and forthwith removed from to: Municipal Offices or departments. All charges and expenses for weighing if any, and for packing and removing the same shall be borne by the contractors.

- (5) The period of interval of giving delivery of the waste from time to time as they accumulate in the Municipal offices and departments shall rest entirely at the discretion of the Commissioner or of the officers empowered in that behalf.
- (6) If the Contractor shall fail to pay for and to take delivery of or to remove any lot of waste papers within four days from receipt of intimation promote department concerned, as required and provided under clause (4), the Commissioner or the Sectional Head shall without giving the Contractor any notice of his intention to do so be at liberty to sell or dispose of such lot at the risk and cost of the contractors, by private sale to any person or persons. The Contractor shall, thereupon be bound to make good to the Corporation on demands all loss or damage that the Corporation may suffer by reason of deficiency in the sale price, and also for all incidental costs and expenses incurred in connection with such sale. The Contractors on the other hand, shall not be entitled to any excess in price or profit arising there from. The exercise by the Commissioner of the above right shall be in addition to, and without prejudice to any of the other rights of the Commissioner or the Corporation under this contract.

The words "All costs and expenses incurred" shall include on account of supervision a minimum charge of five percent in all Taxes of default which may be raised to a maximum of fifteen percent, In special cases to the discretion of the Commissioner.

(B) Special Clauses: For the Contractor the Supply of Pure Liquid Chlorine: -

- (1) The Contractors shall enquire weekly at the Ghatkopar Office of the Municipal Corporation of Greater Mumbai of the number of empty cylinders/drums available for removal from the Municipal stores at Powai where they were delivered, and such empty cylinders/drums shall be
- (2.) The liquid chlorine shall be of exceptionally pure quality, containing no impurities, except traces of Oxygen, Carbon Dioxide and Nitrogen and shall be 100 per cent available chlorine. It shall be free from moisture.
- (3) The Chlorine shall be supplied in steel drums each to contain about 907 Kgs. net of Liquid Chlorine and in steel cylinders each to contain 49 Kgs. net of Liquid Chlorine.
- (4) The delivery of chlorine shall be given at the Municipal Chlorination Home at Powai.
- (5) The Contractors shall make their own arrangement to remove the empty cylinders and drums in time from the godown at Powai and must make all

necessary arrangements for Railway and Road Transport themselves.

- (6) The Contractors shall maintain at least one month's stock of chlorine, both in cylinders and in drums, in the Municipal Godown at Powai, failing which he shall be liable to a penalty the amount of which shall not exceed Rs.10 per day that may be imposed by the Municipal Commissioner.)
- (7) The fittings on the top of the cylinders and the drums shall be of standard type, adaptable to the existing Municipal connections.
- (8) The supply made, shall be subject to analysis to find out if the materials supplied are to the contract specifications. If on analysis it is found that these samples comply with the Municipal specifications, cost of it testing will be borne by the Corporation, otherwise it will be borne by the Contractors.
- (9) Any supply rejected as being not up to Municipal specifications or for any other reasons whatsoever, shall be removed forthwith by the Contractors.
- (10) Payment shall be made on the basis of actual weighment of the contents in the containers at Powai.

(C) Special Clauses: For the contract for the supply of Firewood to Cemeteries:--

1. That the Contractor/s is/are authorized to sell firewood for the purpose of cremating dead bodies within the boundaries of the cemeteries at the rates as indicated in the schedule annexed.
2. That the Contractor/s shall keep within the boundaries of the Cemeteries during the continuance of the Agreement stock of dry firewood sufficient to meet all reasonable requirements, and the said stock shall never be less than 1/12th of Schedule quantity on any one day at each of the Cemeteries.
3. That the Contractor/s shall keep attendants, day and night on the ground to supply firewood as and when required and shall also keep and maintain the necessary and correct scales for the weighment of the firewood. The firewood should be 10 cm to 13 cm. in diameter and 90 cm to 125 cm in length. The split firewood (Phod) should of 5 cm. to 10 cm. in diameter and 75 cm. to 10 cm. in length.
4. That the Contractor/s shall put up in a conspicuous place at the cemeteries a notice in vernacular intimating therein the rate agreed upon at which firewood will be supplied. The Commissioner hereby agrees to give to the Contractor/a such area of ground as may be required for depositing and stacking firewood as may be found necessary, free of any charge, but no firewood other than that required or purchased for cremation purpose will be allowed to be deposited or stacked or sold within the boundaries of the aforesaid cemeteries.

5. That the Contractor's shall take measures to cover and protect the firewood during the monsoon. Contractors will not be allowed to stock wet firewood in the premise of the cemeteries under any circumstances
6. The Contractor's shall be liable to make good any damage caused to the Municipal properties by him, or any of his employees or agents.

(D) Special Clauses: For the contract for the supply of dietary Articles:-

1. The tenderers should take into account the prices fixed by Government for rationed articles and articles of which prices are fixed by Government or which are sold at fair market rates. They should also see that the rates quoted do not contravene any Government orders. It should be clearly mentioned as to whether (1) whole-sale or (2) retail rates will be charged by the tenders for rationed or articles of which prices have been fixed by Government.
2. That excepting the food grains and other such articles of which prices are controlled by Government they will not be allowed any increase or decrease over the rates quoted by them due to the imposition of a new duty or an increase in the eliciting duty or any other reason whatsoever by virtue of Section 10 of the Indian Tariff Act 1894 (VII of 1894).
3. In case of controlled or rationed articles, gunny bags, will not be returned.
4. In case the Contractors shall at any time during the continuance of these presents supply any of the articles of provision, mentioned in the schedules, of inferior quality, it shall be competent, for the Commissioner without prejudice to his other rights and remedies under this agreement to call upon the Contractors to pay such amount not exceeding Rs. 150 as he may think proper as liquidated damages for each such default and any such decision of the Commissioner shall be final and binding upon the Contractors who shall be bound to pay such amount forthwith upon the demand made upon him/them in that behalf. In such event without, prejudice to his other rights as aforesaid, the Commissioner may in his absolute discretion direct that such articles, though consumed in good faith, shall not be paid for at all or shall be paid for at such lower rate as he thinks fit.

(E) Special Clauses: for the contract for supply of S. W. Pipes:-

1. The Contractors shall commence the manufacture of the said pipes immediately on toe receipt of instructions from the Commissioner, and in case such instructions shall require that any particular class or portions of the said pipes shall be commenced first, the Contractors shall begin with the manufacture of the class oil portion so required. The Contractors shall immediately, on receipt of the instructions, forward to the Commissioner a reply in writing acknowledging such receipt.
2. The Engineer or any person appointed by him as his representative shall be allowed be to; Contractors to have access at all times during working hours to all parts of the premises in which the pipes are being prepared for the purposes of

examining the materials and workmanship and the Contractors shall avail every facility for such examination, and shall at their own expense provide all appliances and labour which may be necessary for bringing any of the pipes under test or examination, and any pipes which may be then condemned by the Engineer or his representatives, shall be at once rejected by the Contractors, and other pipes of satisfactory material and workmanship shall be substituted.

3. Upon arrival of any of the said pipes at required place of delivery, the same shall within a reasonable time be subjected to such examination, as sounding test, as the Engineer shall think proper, and the Contractors: shall avail every facility for such examination by sounding and tests, and shall at their own expense provide all appliances and labour which may be necessary for bringing the pipes into a convenient position for such testing in to lifting them thereto and removing them there from and stacking in position as required by the Engineer
4. The Engineer or his representative shall take delivery of and shall sign and give to the contractors a detailed receipt for all pipes which shall, after such examination as sounding and tests as aforesaid, be in the opinion of the Engineer free from defect. But until such delivery has been actually taken the said pipes shall remain at the said stores at the risk and expense of the contractors.
5. The Commissioner shall be at liberty at any time either himself or through this agent, and without assigning any reason for so doing, to call upon the Contractors in notice in writing, to suspend or stop the manufacture of all or any of the pipes included by this contract, and the Contractors shall, in either of such case, be entitled to receive the amount of any actual loss which they have sustained or will sustain by reasons of such suspension or stoppage, but not of anticipated profit.

In witness whereof the Contractors and the Dy. Commissioner have hereunto set hands and the seal of the corporation has been hereunto affixed.

Signature, name and address of witness	Signed, sealed and delivered by The said Contractors, Shri/Messrs..... In the presence of	} Contractors
	And by the Dy. Commissioner In the presence of.....	
	The common seal of the Municipal Corporation of Greater Mumbai as affixed on theday of Two thousand,..... In the presence of (1) (2) Two Members of the Standing Committee of the Municipal Corporation of Greater Mumbai.	} Deputy Municipal Commissioner (C.P.D.)
	Witness	



* Contract examined with the Tender and the resolution or the Standing Committee/Education Committee No. of and found correct.

Head Clerk
I/II/III/IV

A.E.(Purchase) Tech.
I/II/III/IV

Dy. Ch.E.(C.P.D.)

1. The following Banks with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

List of approved Banks

(A) S.B.I. & its subsidiary banks

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Saurashtra
7. State Bank of Travencore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India

15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank
18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.

36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.

57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd

(E) FOREIGN BANKS

74. ABN AMRO BANK N.V.
75. American Express Bank Ltd.
76. ANZ Grindlays Bank
77. Bank of America NT & SA

78. Bank of Tokyo Ltd.
79. Banque Indosuez
80. Banque National De Paris
81. Barclays Bank
82. Citi Bank N.A.
83. Hongkong & Shanghai Banking Corporation Ltd.
84. Mitsui Taiyokbe Bank Ltd.
85. Standard Chartered Bank
86. CHO-Hung Bank
87. HDFC Bank
88. IDBI Bank