

BRIHANMUMBAI MAHANAGARPALIKA

ANNEXURE - III

SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN
e-TENDERING OF MCGM

Instructions to Vendors participating in eTendering of MCGM

1. The eTendering process of MCGM is enabled through its Portal '<http://portal.mcg.gov.in>'.
2. All the tender notices including eTender notices will be published under the "E Tenders" section of MCGM Portal.
3. All the information documents are published under the 'eProcurement' section of MCGM Portal.
4. All 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 'eProcurement' section of MCGM Portal, Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
5. No manual offers sent by post/Fax or in person shall 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. Please read carefully the document 'Instruction to the Tenderers, General Conditions of Contract (Supply/Works Contract whichever is applicable) for S.O. department' available in 'eProcurement' section of MCGM Portal. As MCGM switched to e-Tendering, all the references in this document to traditional bidding process like Packets 'A', 'B', 'C' may please be ignored. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.
7. This document (Instructions to vendors) and the 'Instruction to the Tenderers/General Conditions of Contract (Supply/Works Contract whichever is applicable) for S.O. department' document which are available in eTendering section of MCGM portal make part of all tender documents unless stated otherwise 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. Thus, it is mandatory for the vendors willing to participate in eTendering 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 obtain digital signature certificates. Willing 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 eProcurement section.
12. In order to participate in an eTender, the registered vendors need to follow the steps given below.
 - a. Open the eTendering application by clicking the link available in 'eTendering' section of MCGM portal.
 - b. Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able work with eTendering 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 'eProcurement' 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 sample testing charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
 - f. In case of medicine schedule tenders, vendors are required to register their products with MCGM prior to participation in such bids. The process for product registration is given the document 'Medicine Product Registration Process' available in the 'eProcurement' section of MCGM Portal. The product registration certificate thus obtained need to be uploaded along with other technical bid documents.
 - g. Upload the technical bid documents. System will prompt for digital signature certificate while uploading the document.
 - h. Ensure that documents are uploaded properly by downloading them after upload.
 - i. Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
 - j. The technical and commercial bids can be submitted only online and before the date and time mentioned for submission of bids.
 - k. 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, please ensure to delete the old version.
 - l. 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 will be solely responsible if they try to submit the bid just before due date and time and fail to do so due to their system problems, internet problems, User Id locking etc.

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 technical and commercial evaluation documents will be available online for all the participating vendors to view after completion of the evaluation.
16. Please refer to FAQs in the e-Procurement section of MCGM portal for additional information.
17. For any help in the eTendering process, please call help-desk number 022-23083161 from 11.30 AM to 5.00 PM on all working days of MCGM.
18. Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.
 - a) Scanned copy of valid registration certificate, if applicable.
 - b) Scanned copy of Receipt towards Standing Deposit paid in M.C.G.M., if applicable.
 - c) Scanned copy of the E.M.D. paid receipt.
 - d) Scanned copy of Valid Bank Solvency Certificate issued by a bank from the list of 'Approved Banks' for the amount as specified in the "Appendix 'C'" document in the "MCGM's Documents" folder.
 - e) Scanned copy of VAT Registration Certificate in Maharashtra. Those not registered in Maharashtra, shall submit an undertaking to the effect that, if they are successful tenderer, they shall submit VAT Registration Certificate in Maharashtra within 15 days of issue of work order, failing which, payment for the work executed will not be released.
 - f) Scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
 - g) M.C.G.M.'s "Technical Specifications" document.
 - h) Scanned copies of documents required to establish the fulfilment of technical and financial criteria of the

tenderer, as specified in the POST QUALIFICATION CRITERIA in the Tender Notice.

- i) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- j) Scanned copy of duly registered Power of Attorney, wherever applicable.
- k) Scanned copies of duly filled in Tender Form and Appendices 'B' & 'C'.
- l) Authorization letter from the manufacturer (if applicable).
- m) Catalogues, literature, brand name, make, year of manufacture, ISI registration no. etc. as applicable.
- n) All other documents asked for in the tender document.

19. Bidders may note that Municipal Commissioner shall reject the tender if the bidder submits the conditional tender, stipulates hedging condition/own conditions and also stipulates the validity period less than what is stated in the tender.

BRIHANMUMBAI MAHANAGARPALIKA

ANNEXURE - IV

TENDER

INSTRUCTION TO TENDERERS

AND

GENERAL CONDITIONS OF CONTRACT

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BRIHANMUMBAI MAHANAGARPALIKA

SECTION - I

INSTRUCTIONS TO TENDERERS AND LIST OF BANKS

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INSTRUCTIONS TO TENDERERS

NOTE : These instructions are provided to assist tenderers while preparing the tenders. They form part of the Contract and they shall be taken into consideration in interpreting or constructing the Contract.

IT.1 Invitation to Tender

The Municipal Commissioner for and on behalf of the Municipal Corporation of Greater Mumbai herein referred to, as the Corporation will receive Tender for the **supply / work as mentioned in Appendix 'C' of Annexure - VI** which shall be executed according to the Specifications and Bill of Quantities mentioned in the Tender document.

Tenders shall not be accepted after the hour and date fixed for accepting of Tender. Telegraphic Tenders will not be accepted under any circumstances. Tenders received after the hour and date fixed will not be considered. The tenders will be received up to **1.00 P.M. on the end date.**

However, the Corporation reserves right to reject all the Tenders or the lowest or any other tender which in the judgment the Corporation does not appear to be in its best interest and the Tenderer shall have no cause of action or claim against the Corporation or its Officers, employees, successors or assignee for rejection of its Tender.

The Corporation also reserves right of splitting the Tender amongst two or more Tenderers, where the Bill of Quantities are distinctly separate as different parts of the same Contract.

Tender Documents Are Not Transferable.

IT.2 Tender Validity Period

The tenders shall be kept valid for acceptance for a period **as mentioned in Appendix 'C' of Annexure - VI .**

IT.3 Documents

The Tender document comprises the following -

1. Tender Notice
2. Instructions to Tenderers and list of approved Banks.
3. Tender form.
4. Appendix 'B' & 'C'
5. Agreement form
6. Banker's Guarantee in lieu of contract deposit for work.
7. General conditions of Contract.
8. Scope of work and Technical specifications.
9. Bill of Quantities & Rates
10. Addenda, if any.
11. Drawings, if any
12. Special conditions, if any.

The bidder shall have to pay the “Scrutiny Fee” as mentioned in the “Tender Notice” through online payment gateway before downloading the tender documents.

IT.4 Earnest Money Deposit

Each Tender must be accompanied by a receipt for a deposit as Earnest Money **(the amount of which is specified in Appendix ‘C’ of Annexure - VI)** and / or valid exemption certificate.

Earnest money deposit need not be paid by the registered Municipal contractor having revised standing deposit. However, registered MCGM Contractor shall pay EMD if explicitly mentioned in the Tender Notice. In case the standing deposit paid by registered Municipal contractor falls short of EMD required, the contractors will have to pay the difference between EMD and Standing Deposit.

Tenders not accompanied by an Earnest Money Deposit Receipt/Valid exemption certificate shall be rejected as non-responsive.

Tenderers depositing Earnest Money should deposit the same on any previous day and attach the copy of deposit receipt along with the Tender on due date. No deposit will be accepted on the due date.

Bidders are required to pay the E.M.D. in Demand Draft in favour of Municipal Corporation of Greater Mumbai at the Citizen’s Facilitation Centre (CFC) at any of the 24 Wards.

At the following timings.

Weekdays including Saturday 9.00 A.M. to 2.00 P.M.

However, the office will remain closed on Second and Fourth Saturdays of the month.

If during the Tender validity period, the Tenderer withdraws his Tender or the successful Tenderer fails to accept the Contract within 30 calendar days after receiving notice of the award of Contract and fails to submit the Contract Deposit, the Earnest Money shall be forfeited and the Tenderer may be disqualified from Tendering for further works with the Municipal Corporation of Brihan Mumbai.

After the award has been finalised, the Earnest Money Deposit will be returned to the respective Tenderers, with the exception of successful Tenderers.

The successful Tenderer's Earnest Money will be retained as security for the due signature of the contract and for making the contract deposit in accordance with general conditions of contract.

The Tenderers/Contractors shall note that the Works Contract Taxes levied by the Government shall be borne by them for which no reimbursement shall be made by the Corporation. They should therefore, take this factor into account while quoting for the work. However, M.C.G.M. will deduct W.C.T. at source 2% and certificate to that effect will be issued.

No interest will be paid on any Tender deposit/guarantee.

IT.5 Income Tax Clearance Certificate

DELETED

IT.6 Submission of tenders

All tenders shall be submitted as per the procedure stated in **Annexure - III "SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN e-TENDERING OF M.C.G.M."**

IT.6.1 GENERAL

In the tender, the quoted unit prices will apply when discrepancies arise with the extended prices, Rates and Amounts must be quoted in figures as well as in words. Prices quoted shall be firm and no variation shall be allowed on any account.

In the event that prices for some items are given as a lump sum where unit prices are required, the Corporation reserves the rights to evaluate unit prices on the basis of the given lump sum prices. Queries relevant to the tender documents shall be addressed to the authority mentioned in Appendix C at least 7 days prior to the due date of opening of the tender.

IT.6.2 Instructions to the Bidders

The tenderer shall submit the bid in two parts, i.e.; Technical Bid and Commercial Bid. The Technical Bid shall contain all the Annexures of the Tender document. The Technical Bid shall also contain the scanned copies of the following document.

TECHNICAL BID

- a) Valid M.C.G.M. registration certificate, if applicable.
- b) Receipt towards Standing Deposit paid M.C.G.M., if applicable.
- c) E.M.D. paid receipt.
- d) Valid Bank Solvency Certificate issued by a bank from the list of 'Approved Banks' for the amount as specified in the "Appendix 'C'" document.
- e) VAT Registration Certificate in Maharashtra. Those not registered in Maharashtra, shall submit an undertaking to the effect that, if they are successful tenderer, they shall submit VAT Registration Certificate in Maharashtra within 15 days of issue of work order, failing which, payment for the work executed will not be released.
- f) 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- g) Documents required to establish the fulfilment of the Technical and Financial Criteria of the tenderer, as specified in the POST QUALIFICATION CRITERIA in the Tender Notice.
- h) Latest Partnership Deed, in case of partnership firms.
- i) Duly registered Power of Attorney, wherever applicable.
- j) Authorization letter from manufacturer (if applicable).
- k) Catalogues, literature, brand name, make, year of manufacture, ISI registration No., etc. as applicable.
- l) All other documents asked for in the tender document.

The department reserves the rights to seek clarifications/information from a Tenderer.

COMMERCIAL BID

The Tenderer shall submit the commercial bid by filling the Schedule of Quantities & Rates on the screen. All the inputs given on this screen need to be digitally signed.

IT.6.3 Opening of tender

After opening of the tenders, the Technical Bid shall be scrutinized. All the responsive bidders shall be asked to produce the original documents, the scanned copies of which are uploaded in the Technical Bid. The documents shall be produced for verification within 3 days from the date of intimation, failing which the offer of the respective bidder shall be treated as non-responsive.

The information regarding the response received to the subject tender shall be available on the MCGM website, in the form of Tender Scrutiny, after the Bid End Date.

IT.7 Filling up the tender

Tenderers are expected to fill in their tenders carefully and scrutinize them before delivering them to the Municipal authorities stated above. No variation on and ground such as mistake or misunderstanding will be allowed after the tender is opened, recommended or accepted. Deviations, if any, from the Municipal specifications, proposed by the Tenderer should be brought out clearly in the separate deviation sheet in the format as per Annexure-IX. The deviations proposed by the Tenderer may be accepted or rejected by MCGM. Such offer shall not be considered as conditional offer. However, the deviation proposed by the Tenderer should be beneficiary to MCGM and should not affect the very purpose of the tender.

A responsive Tender is one which accepts all the terms and conditions of the Tender documents without any major deviations. A major deviation is one which affects in any way the price, quality, quantity or completion of works which limits in any way, any responsibilities or liabilities of the Tenderer or any rights of the Corporation, as specified in the Tender documents. The Corporation may waive any minor informality in a Tender, which does not constitute a major deviation.

IT.8 Rates and Prices

Rates and amounts must be quoted in figures as well as in words. The prices quoted shall be firm and no variation will be allowed on any account. Tenderers shall not quote more than one alternative rate for any item. Tenders having more than one alternative rates for the same items are liable to be rejected. The alternate offer shall also be kept in lacquer sealed envelope with clear marking on it i.e. "Alternate Offer". Opening/Consideration of an alternate offer will be the discretionary power of M.C.G.M.

IT.9 Conditional tender rates

Tenders containing contradictory onerous and vague stipulation and hedging conditions such as "Subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations", etc. are liable to be rejected outright.

IT.10 Signing of Tender Document

Tenderers are requested to sign at appropriate place, **the tender form, Appendices `B' and `C', specifications,** etc. after making appropriate entries wherever necessary.

If the Tender is made by a proprietary firm, it shall be signed by the Proprietor above his name and the name of his firm above his current address.

If the Tender is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender in which case the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the tender in which case the Power of Attorney shall accompany the tender. Such Limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

Power of Attorney must be registered in the office of Chief Accountant (W.S.S.D.) and Chief Engineer (Sewerage Operation) shall be informed accordingly.

All witnesses and sureties shall be persons of status and Probity and their full names, occupations and addresses shall be stated below their signatures.

IT.11 Modification of Documents

Modifications of specifications and extension of the end date of the Tender, if required, will be made by MCGM by issuing necessary addendum. Such addendum shall be uploaded in the tender and same will be displayed on MCGM website. These shall be signed by the Tenderer and shall form a part of the Tenderer's tender.

IT.12 Taxes and Duties on material.

Regarding taxation, the prices quoted by the Contractor shall include all custom duties, import duties, excise duties, business taxes, income, service, VAT and other taxes & duties that may be levied in accordance to the laws and regulation in force as of date 28 (Twenty-eight) days prior to the dead line for submission of tenders on the contractor's equipment, materials and supplied (permanent, temporary and consumables) to be used on or furnished under the contract land on the services to be performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any taxes & duties that may be levied in the employer's country on profits made by him in respect of contract.

The contractor shall perform such duties, in regards to such deductions thereof as may be imposed on him by such laws and regulations.

All charges on account of octroi terminal or Sales Tax and other duties of material obtained from the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of Works Contract (re-enacted) Act 1991 shall be borne by the Contractor.

All rates shall be inclusive of all duties such as Customs, Excise, octroi, etc. When the tenderers proposed to charge these duties extra, the percentage and amount of each of these duties should be clearly stated. Tenders that are vague in this respect will be rejected. Where no mention of aforesaid duties is made by the Tenderers, it will be presumed that the same are either not applicable or will be paid by the Tenderers. No subsequent claims for payment of the said duties will be entertained.

IT.13 Evaluation of Tender.

In comparing tenders, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the tenderer's capacity to perform vis-a-vis the time of completion.

If the tender of the successful Tenderer is seriously unbalance in relation to the Engineer's estimate of cost of work to be performed under the contract, the Engineer may require the tenderer to produce detailed price analysis for any or all items of bill of quantities to demonstrate the internal consistency of those prices with the construction methods and the schedule proposed. However, such information will not have any bearing in valuation of any variations or any claims during execution of the works.

After evaluation of the price analysis, the Engineer may require that the amount of the security deposit / performance security set forth in clause 2(a) be increased at the expense of successful tenderer to the extent of imbalance to protect the Engineer against financial loss in the event of default of the successful tenderer under the contract. The imbalance in rates quoted by the Bidder will be difference between 85% of individual item rate of office estimate and the bidders quoted rates for the item.

IT.14 Payment Terms

The terms of payment are defined in the Section III-General condition of contract of the tender document with amendments made upto date. The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Tenderers should therefore, in their own interest note this provision, to avoid rejection of their tenders.

Currency of Payment :-

The tenderer shall indicate the tender prices in Indian Rupees.

IT.15 Award of Contract

The Contract will be awarded to the qualified and responsive Tenderer offering the lowest evaluation Tender or Tenders in conformity with the specifications subject to the provisions of IT 13.

IT.15.1 Acceptance Letter

The tender acceptance letter will be issued to the contractor by MCGM, which shall state the amounts of Contract/Security deposit, Legal charges, Stationary charges, etc. to be paid by the successful tenderer as detailed in the acceptance letter.

Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of the Municipal Corporation of Greater Mumbai having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderers and which they may wish to transfer as a security deposit under this contract. Such transfers will not under any circumstances be permitted.

The SAP P.O./W.O. will be generated and issued to the successful contractor only after making the necessary payments as stated in the acceptance letter.

The legal charges, stationary charges, stamp duty charges mentioned in the acceptance letter are calculated on the basis of following. The same shall be paid by the successful tenderer for preparing contract documents for the subject work.

Legal charges shall be applicable as mentioned below.

<u>Contract value in Rs.</u>		<u>Legal charges in Rs.</u>
Up to 10,000/-		Nil
10,001/- to	50,000/-	2,100/-
50,001/- to	1,00,000/-	3,300/-
1,00,001/- to	3,00,000/-	5,500/-
3,00,001/- to	5,00,000/-	6,600/-
5,00,001/- to	10,00,000/-	7,700/-
10,00,001/- to	20,00,000/-	8,800/-
20,00,001/- to	40,00,000/-	9,900/-
40,00,001/- to	1,00,00,000/-	11,000/-
1,00,00,001/- to	10,00,00,000/-	13,000/-
10,00,00,001/- to	20,00,00,000/-	15,000/-
20,00,00,001/- to	30,00,00,000/-	17,000/-
30,00,00,001/- to	40,00,00,000/-	19,000/-
40,00,00,001/- to	50,00,00,000/-	21,000/-
50,00,00,001/- to	1,00,00,00,000/-	25,000/-
1,00,00,00,001/- to	2,00,00,00,000/-	31,000/-
2,00,00,00,001/- to	3,00,00,00,000/-	35,000/-
3,00,00,00,001/- to	4,00,00,00,000/-	40,000/-
4,00,00,00,001/- to	5,00,00,00,000/-	45,000/-
5,00,00,00,001/- to	Any amount	50,000/-

ii. + Stamp duty, which shall be applicable as mentioned below.

For Contract value Rs.100/-
upto Rs.10,00,000/-

For Contract value Rs.100/- plus Rs.100/- for every
above Rs.10,00,000/- Rs.10,00,000/- or part thereof, above
Rs.10,00,000/-, subject to maximum
of Rs.5,00,000/- stamp duty.

+ Rs.500/- for stationary charges irrespective of the contract amount.

Note: The above charges are in force at present & may change without giving any notice. The charges applicable at the time of award shall be borne by the contractor.

IT.16 Signing of Contract

The successful tenderer shall be required to execute the contract within one month of receipt of intimation to execute the contract, failing which the Corporation will be entitled to claim discount offered for payment of bills in spite of non-payment of the bills within the stipulated time, if such non-payment is the result of non-execution of the Contract by the Tenderer.

The person to sign the Contract documents shall be the person as detailed in IT.10 i.e. signing of Tender documents.

IT.17 Brand names

Specific reference in the specifications to any materials by trade name or catalogue number shall be construed as establishing a standard of quality and performance and not as limiting completion and the tenderers, in such cases, may as their option freely use any other product, provided that it ensures an equal or higher quality than the standard mentioned and meets the Corporation's approval.

IT.18 Solvency Certificate

Tenderers (Other than those registered with the Municipal Corporation of Greater Mumbai) shall have to produce along with their tender upto date Solvency Certificate (**issued maximum 6 months prior to the due date of tender**) of **amount specified in Appendix 'C' of Annexure - VI** from any Bank recognized by Reserve Bank of India/Govt. of India.

IT.19 Tendering under different names :

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each 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.
- b) If it is found that firms as described in (a) 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 direction of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that clearly related persons as in (a) have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, through 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 para (b) above including similar action against the firms/establishments concerned.

- d) If after the Award of Contract, it is found that the accepted tender violated any of the conditions in pares (a), (b) or (c) above, 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 firms/establishments.

IT.20 Rejection of Tender

The tender is liable to be rejected outright, if the Tenderer

1. Does not submit the proofs of POST QUALIFICATION CRITERIA.
2. Stipulates the validity period less than what is in the form of tender;
3. Stipulates his own conditions;
4. Does not quote his rates inclusive of Octroi Duty and other terminal or Sales Tax or general tax and works contract tax on his rates;
5. Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
6. Does not fill in and sign the Tender form as well as the Schedule of quantities and rates, Annexures, Specifications, etc.
7. Does not pay the E.M.D. by the previous working day of submitting the tenders and submit the receipt while submitting the tender;
8. Does not submit the tender before the stipulated time on the specified date.
9. If the tender is filled up partially in splitter manner, it will be treated as non-responsive.
- 10. Does not submit PAN Card & Photographs.**
- 11. Violate Clause IT (19) while submitting the Tender Document.**

IT.20.1 Post Tender Correspondence

Tender shall be termed to be under consideration from the opening of the tenders, until such time an official announcement of award is made. While tenders are under consideration, tenderers and their representatives or other interested parties, are advised to refrain from contacting by any means the Corporations personnel or representatives on matters related to the tenders under consideration.

The engineer's representative if necessary will obtain clarification of tender by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his tender after tenders have been opened. This includes Post tender Price revision of major deviation as defined in IT.7. Non compliance with the provision is a cause for disqualification.

On scrutinizing the Technical Bid, if it is found that tenderer has not submitted required documents, then the tenderer shall be intimated to comply with the said requirements within 7 days from the date of intimation and if the tenderer fails to do so, then 10% amount of the EMD/SD paid by him shall be forfeited.

IT.21 Jurisdiction of Courts

In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Mumbai only.

IT.22 Import Licence

The tenderers shall have to make their own arrangements to secure import license and/or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be bound to give any assistance to the tenderers in that behalf.

IT.23 Safe Custody

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the paper deposit will be payable by the contractors.

IT.24 Payment of Bills & other claims

The payment of bills and other claims arising out of the contract will be made by ECS. The successful tenderer therefore will have to furnish the information as regards the vendor No. registered with M.C.G.M. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as Pan Card, Bank Details, VAT Registration etc. in the prescribed form available with Ch. Accountant.

IT.25 List of approved bank for Acceptance of Bank Guarantee

1. The following banks with their Branches in Greater Mumbai upto Virar to Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1994-95 onwards until further instructions.
2. 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 limits 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.

LIST OF APPROVED BANK

A	S.B.I. AND ITS SUBSIDIARY BANKS	17	Vaishya Bank Ltd.
1	State Bank of India	18	Development credit Bank Ltd.
2	State Bank of Bikaner and Jaipur	19	Indusind Bank Ltd.
3	State Bank of Hyderabad	20	I.C.I.C.I. Bank Corporation Ltd.
4	State Bank of Travankore	21	S.B.I. Commercial & International
5	State Bank of Mysore	22	HDFC Bank Ltd.
6	State Bank of Patiala	23	IDBI Bank Ltd.
7	State Bank of Saurashtra	24	Axis Bank Ltd.
8	State Bank of Indore	25	Thane Janata Sahakari Bank
		26	Kotak Mahindra Bank
B	NATIONALIZED BANKS		
1	Allahabad Bank	D	SCHEDULED URBAN CO-OP BANK
2	Andhra Bank	1	Abhudaya Co-Op Bank Ltd.
3	Bank of Baroda	2	Bassein Catholic Co-OpBank Ltd.
4	Bank of India	3	Mumbai Mercantile Co-Op Bank Ltd.
5	Bank of Maharashtra	4	Cosmos Co-Op Bank Ltd.
6	Canara Bank	5	North Canara G. S. B. Co-Op Bank
7	Central Bank of India	6	Janata Sahakari Bank Ltd.
8	Vijaya Bank	7	Maharashtra State co-op Bank Ltd.
9	Dena Bank	8	Greater Bombay Co-Op Bank Ltd.
10	Indian Bank	9	Rupee Co-Op Bank Ltd.
11	Indian Overseas Bank	10	Sangli Urban Co-Op Bank Ltd.
12	Oriental Bank of Commerce	11	Saraswat Co-Op Bank Ltd.
13	Punjab National Bank	12	Shamrao Vithal Co-Op Bank Ltd.
14	Punjab and Sind Bank	13	Mumbai District Co-Op Bank Ltd.
15	Syndicate Bank	14	Bharat Co-Op Bank Ltd.
16	Union Bank of India	15	The Mahanagar Co-Op Bank Ltd.
17	United Bank of India	16	Citizen Co-op. Bank Ltd.
18	UCO Bank	17	Punjab and Maharashtra Co.op.Bank
19	Corporation Bank	18	Jankalyan Sahakari Bank Ltd.
		19	Yes Bank Ltd.
C	SCHEDULED COMMERCIAL BANK	20	Thane Janata Sahkari Bank Ltd.
1	Bank of Madura Ltd.		
2	Bank of Rajasthan Ltd.	E	FOREIGN BANK
3	Banaras State Bank Ltd.	1	The Royal Bank of Scotland
4	Bharat Overseas Bank Ltd.	2	American Express Bank Ltd.
5	Catholic Syrian Bank Ltd.	3	ANZ Grindlays Bank
6	City Union Bank Ltd.	4	Bank of America Nt & SA
7	Dhanalakshmi Bank Ltd.	5	Bank of Tokyo Ltd.
8	Federal Bank Ltd.	6	Banque Indosuez
9	Jammu and Kashmir Bank Ltd.	7	Banque National de Paris
10	Karnataka Bank Ltd.	8	Barclays Bank
11	Karur Vyasa Bank Ltd.	9	Citybank
12	Lakshmi Vilas Bank Ltd.	10	Hongkong and Shanghai Banking
13	Nedungadi Bank Ltd.	11	Mitsui Taiyokobe Bank Ltd.
14	Ratnakar Bank Ltd.	12	Standard Chartered Bank
15	South Indian Bank Ltd.	13	Cho-hung Bank
16	Tamilnadu Marchantile Bank Ltd		

BRIHANMUMBAI MAHANAGARPALIKA

ANNEXURE - IV

FORMS

CONTRACT AGREEMENT FORM

Tender/Quotation _____ Dated _____
D.M.C.(E)'s sanction/Standing Committee Resolution No.
_____ Contract _____ for

_____ of
This agreement made this day

_____ between
inhabitants _____ of

_____ carrying on
business at _____ in

_____ under the style and name of
Messrs. _____ (Hereinafter called "the Contractor") of the

one part and Shri _____ the Dy. Municipal
Commissioner (hereinafter called "the Commissioner" in which

expressions are included, unless the inclusion is inconsistency with
the, context or meaning thereof, his successor or successors for the

time being holding the office of the Dy. Municipal Commissioner of the
Second Part and the Municipal Corporation of Greater Mumbai

(hereinafter called "the Corporation") of the third part WHEREAS the
Contractor has tendered for the works described above and his tender

has been accepted by the Commissioner (with the approval of the
Standing Committee of the Corporation) NOW THIS AGREEMENT

WITNESSES as follows :-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - 1) The said Tender and letter on acceptance
 - 2) The scope of work and technical specifications
 - 3) The General conditions of contract
 - 4) Appendix 'B' and 'C'
 - 5) Special condition of the contract, special instructions of the tender document
 - 6) B.G. in lieu of contract deposit
 - 7) Instructions to tenderers & list of approved Bank
 - 8) The tender notice
 - 9) Tender form
 - 10) Bill of quantity & rates
 - 11) Drawings, if any
 - 12) Minutes of pre bid meeting if any
 - 13) Addenda if any
- 3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of

_____ in conformity in all respects with the provisions of the contract.

4) The Commissioner hereby convenient to pay to the Contractor in consideration of carrying out the work of

_____, the Contract Price at times in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (for have hereunto set their respective hands and seals) the day and year above written

Signed and delivered by the Contractor _____

_____ in the presence of & style of name

Trading under the Contractors

Full name _____
Address _____

Signed by Dy. Municipal Commissioner

_____ in the presence of Commissioner

Dy. Municipal

The common seal of the Municipal Corporation of Brihan Mumbai was hereunto affixed on the _____ 200__ in the presence of two members of the Standing Committee of the Corporation

1) _____ 1.

2) _____ 2.

_____ and in the presence of the Municipal Secretary _____

Note :The successful tenderers will have to pay for preparing contract documents, legal charges and stationery charges as mentioned in IT.15.

PROFORMA FOR BANKER'S GUARANTEE

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE
.....BANK, a
Banking Corporation constituted by the Banking Companies (Acquisition
and Transfer of Undertaking) at 1970 carrying on business of banking in
Mumbai and at other places in India and having its Head Office at
..... and Branch Office at
..... hereinafter
referred to as 'the said Bank' SEND GREETINGS.

WHEREAS the Municipal Corporation of Brihan Mumbai hereafter
referred to as MCGM has invited tenders for execution of work of
.....
..... hereinafter referred to as
the said work.

AND WHEREAS Shri/Smt./M/s.....
..... has/have responded to the
said tender and having being declared as the successful tenderer has/have
agreed to execute the contract for the said work as per the terms &
conditions of the tender document.

AND WHEREAS the terms of the tender document require that the
successful tenderer shall furnish to the MCGM a contract deposit of
Rs.....(Rs.....)
for faithful compliance of the terms and conditions contained in the tender
document the work awarded under the tender and the agreement date
.....

WE Bank
to hereby undertake to pay on demand to the Municipal Corporation of
Brihan Mumbai an amount not exceeding Rs.....
(Rs.....) if Shri/Smt./
M/s.....
commits any breach of any of the terms and conditions contained in the
tender document does not faithfully execute with the work awarded under
the tender and commits breach of and the agreement executed on
..... with Deputy Municipal Commissioner (Special
Engineering) of the Municipal Corporation of Brihan Mumbai hereinafter
referred to as Deputy Municipal Commissioner.

WE do hereby undertake and agree to pay to the Deputy Municipal Commissioner of the Municipal Corporation of Brihan Mumbai the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs.....).

WE Bank, hereby further agree that the guarantee herein contained shall remain in full force and effect during the period and _____ work awarded under the tender is faithfully executed the obligation under the tender document and the agreement dated is discharged by Shri/Smt./M/s..... to the satisfaction of the Deputy Municipal Commissioner of Municipal Corporation of Brihan Mumbai.

WE Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the Municipal Corporation of Brihan Mumbai shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated and the contract entered into with the of the Municipal Corporation of Brihan Mumbai by Shri/Smt./M/s.....

WE Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner of Municipal Corporation of Brihan Mumbai in writing.

Date this Day of

WITNESS :

BANK

(Strike out which is not necessary.)

BRIHANMUMBAI MAHANAGARPALIKA

S E C T I O N - I I I

GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT

A. GENERAL OBLIGATIONS

1. Security deposit / Contract Deposit

The contractor shall pay **Contract** deposit equal to **five percent** of the contract sum as security for due fulfillment of the contract which will remain with the Corporation till physical completion of the supply, certification of the final bill & defect liability period (1 Year) whichever is later.

The mode of making this deposit is as under

- i) Wholly in cash or;
- ii) By way of general undertaking and guarantee with special adhesive stamp of Rs. 100/ issued on behalf of the contractors by the banks on the approved list of the Municipal Corporation, provided the banker's guarantee is renewed as required and / or directed from time to time so as to cover the entire period of contract including the extended period, till physical completion of the work, certification of the final bill and defect liability period 1 (one) year whichever is later.
- iii) Or by way of Public securities /National saving certificates duly endorsed in M.C.B.M.'s favour and payment of service charges.

2. Payment of bills

As per Municipal procedure, payment for the material supplied will be made within thirty days of the date from receipt of bill, subject to satisfactory completion of delivery of articles or otherwise as specified in special conditions of contract.

3. Changes in constitution

When the Contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby

undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the condition no. H-01 thereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition.

4. Details to be Confidential

The Contractor shall treat the details of the Contract confidential, save in so far as may be necessary for the purpose thereof, & shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Employer whose determination shall be final.

(B) COMMENCEMENT TIME AND DELAYS

1. Commencement time and extension for delay

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the work shall commence from the date specified by the engineer in writing. If the contractor fails or neglects to commence the execution of the work as aforesaid, the MUNICIPAL CORPORATION shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation as stated in condition no. B 2 below.

If the work be delayed by –

- a. Force major such as acts of god, acts of public enemy, act of government, floods , epidemics etc. or
- b. Abnormally bad weather or
- c. Serious loss or damage by fire or
- d. Civil commotion, local combination of workmen strike or lockout affecting any of the trades employed on the work or
- e. Delay on the part of other contractor or tradesmen engaged by the MUNICIPAL CORPORATION in executing works not forming part of the contract or

- f. Non-availability of stores which are the responsibility of the corporation to supply or
- g. Non-availability or breakdown of tools and plants to be supplied or supplied by MUNICIPAL CORPORATION or
- h. Any other cause which, in the absolute discretion of the Engineer is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer to proceed with the work

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (Fourteen) days of the happening of the event causing delay. The Contractor may also, if practicable indicate in such a request the period for which extension is desired.

In any such case the Engineer may give a fair and reasonable extension of time for completion of individual items or groups of items of work for which separate period of completion are specified in the contract or in the contract as a whole. The decision of the Engineer in regard to the extension will be communicated to the Contractor in writing within a reasonable time "and the Contractor shall also be paid such compensation that in the opinion of the Engineer is fair and reasonable to cover the delays resulting from the provision under the sub-clauses (e), (f) and (g) above".

2. Compensation for delay in services

The rates of Compensation are as below:

(a) To recover from the Contractor as agreed liquidated damages or by way of penalty the sum not exceeding 1/2 % of the price of the stores which the Contractor has failed to deliver as aforesaid per each week or part thereof during which the delivery of such stores may be in arrears. This is subject to a maximum limit in the case of an order not exceeding Rs. One lakh in value of 10% in the case of an order the exceeding Rs. one lakh in value, of 5 % of the stipulated price of the stores undelivered. Such penalty is to be deducted always from the firm's bill

OR

(b) In case the Contractors at any time during the continuance of these present services in schedule is rejected because of inferior quality, the Commissioner reserves right to levy penalty for such inferior services from contractor, not exceeding 20% of the cost of the supplied material.

The amount of compensation may be adjusted /set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

(C) ALTERATION, ADDITIONS AND OMISSIONS

1. Rates for excess / extra

The Contractor shall arrive at the rates after carefully preparing the rate analysis.

No variation in rates shall be permitted where the Contractor has been instructed to decrease the quantity of any work in the Contract.

The Corporation reserves a right to vary the scope of work by + or -50% equivalent value of the contract sum.

(D) CERTIFICATES AND PAYMENTS

1. No interest for delayed payments due to disputes etc.

It is agreed that the MUNICIPAL CORPORATION OF BRIHAN MUMBAI or it's Engineer or offices shall not be liable to pay any interest or damage with respect to any moneys or balance which may be in it's or its Engineer's or officers' hands owing to dispute or deference or claim or misunderstanding between the MUNICIPAL CORPORATION OF BRIHAN MUMBAI or it's Engineer or offices on one hand and the Contractor on the other, or with respect to any delay on the part of the MUNICIPAL CORPORATION OF BRIHAN MUMBAI or it's Engineer or officers in making periodical or final payments or in any other respect whatsoever.

It is distinctly understood and agreed between the parties hereto that payment for work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining work.

2. Receipts to be signed in firm's name by any one of the partners

Every receipt for money which becomes payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of the contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge on aforesaid provide that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representative of any partners 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 and of the legal representative of any deceased Contractors interest.

3. Overpayment and underpayment

Whenever any claim for the payment of a sum to the Municipal Corporation arises of or under this contract against the contractor the same may be deducted by the MUNICIPAL CORPORATION from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the MUNICIPAL CORPORATION or from any other sum due to the Contractor from the MUNICIPAL CORPORATION (which maybe available with the MUNICIPAL CORPORATION) or from his security deposit or he shall pay the claim on demand.

The MUNICIPAL CORPORATION reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The MUNICIPAL CORPORATION furthers reserves the right to enforce recovery of any overpayment when detected.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the MUNICIPAL CORPORATION from the contractor by any or all the methods prescribed above or if

any underpayment is discovered the amount shall be duly paid to the contractor by the MUNICIPAL CORPORATION.

Provided that the aforesaid right of the MUNICIPAL CORPORATION to adjust overpayment against amount due to the contractor under any other contract with the MUNICIPAL CORPORATION shall not extend beyond the period of two years from the date of payment of the final bill or in case the final is a "Minus" bill, from the date of the amount payable by the contractor under the "minus" bill is communicated to the contractor. Any amount due to the contractor under this contract for underpayment may be adjusted against any amount then due or which may be at any time thereafter become due before payment is made to the contractor, from him to MUNICIPAL CORPORATION on any other contract or account whatsoever.

4. Payment of final bill

No advance payment will be made to the contractor.

(E) REMEDIES AND POWERS

1. Cancellation of contract in full or in part

If the Contractor:

(a) At any time makes default in proceeding with the supply with due diligence and continues to do so after notice in writing of fourteen days from the Engineer; or

(b) Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer,

or

(c) Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION,

or

(d) Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering;

or

(e) Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors;

or

(f) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or

(g) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days,

or

(h) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to

(a) Take possession of site and any materials, stores, etc., thereon and/or

(b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the Engineer shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.

2. Termination of contract for death

If the Contractor is an individual or proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Commissioner is satisfied that legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm can not carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

3. Urgent works

If any urgent work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer may by his own or other work peoples carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expense all expense incurred on it by the Corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

(F)FORECLOSURE

1. Foreclosure of contract in full or in part

If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates full amount of works executed at site, and in addition, reasonable amount as certified by the Engineer for the value of such material (which material thereupon become the property of the Corporation) and also such further allowances as the Engineer may think reasonable and fair in respect of (a) any expenditure incurred by the Contractor towards preliminary works etc. and (b) other reasonable and proper engagement of the Contractor may have entered into for carrying out the work, (c) such compensation as considered equitable under the circumstances.

(G) SETTLEMENT OF DISPUTES

1. Finality of decision and non-arbitrability

If any dispute, difference or claim is raised by either party to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Additional Municipal Commissioner, who shall constitute a committee comprising of three officers i.e. concerned D.M.C. or Dir.(E.S.&P.),Ch. Engineer other than the engineer of contract and concerned Ch. Accountant. The committee shall give its decision within 60 days.

Appeal from the order of the committee may be referred to Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute the committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner In-charge of finance department. The decision given by this committee shall be final and binding upon the parties.

12. Income Tax

The Contractor shall pay Indian Income Tax on all payments made to him under the contract, other than reimbursements made to him by the Corporation to cover payments by Contractor of minor customs dues etc., or any other payment which the Contractor may make on the Corporation's behalf. Under the provisions of section 194-C of the Indian Income Tax Act, the Corporation is required to deduct tax at source and under present legislation will deduct as tax 2 % + additional surcharge, if any of the gross amount of each bill submitted. Any expatriate site staff or staff not normally resident of India, employed by the Contractor or shall pay personal Income Tax on all money earned and paid in India. However, the income tax and surcharge prevailing on the date of payment will be deducted.

13. Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of bids there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or by-law of any local or other duly constituted authority, or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this Clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account.

(H) MATERIAL AND WORKMANSHIP

1. Inspection and approval

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Corporation when each stage is ready. In default of such notice the Corporation shall be entitled to appraise the quality and extent thereof. No work shall be covered up or put out of view without the approval of the Corporation and the contractor shall afford full opportunity or examination and measurement of any work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon. The contractor shall give due notice to the Engineer or his authorized representative whenever any such work of foundation is ready for examination and the Engineer or his authorized representative shall without unreasonable delay unless he considers it necessary and informs the contractor in writing accordingly attend for the purpose of examining and measuring such work or examining such foundation. In the event of the failure of the contractor to give such notice he shall if required by the Engineer or his authorized representative uncover such works at the contractor's expense.

Departmental officers concerned with the works shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

1. Materials

The Contractor shall at his own expense provide all materials required for the works.

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer or his authorized representative furnish proof to the satisfaction of the Engineer or his authorized representative that the materials so comply. The materials used for fabrication like welding rods, plants, and angles shall be of best quality and shall be used after prior consult of the site engineer.

The Contractor shall at his own expense and without delay supply to the Engineer or his authorized representative samples of materials propose to be used in the work. The Corporation shall within seven-days of supply of samples or within such further period as he may require and intimated to the Contractor in writing inform the Contractor whether the samples are approved by him or not. If the samples are not approved the Contractor shall forthwith arrange to supply to the Engineer or his authorized representative for approval fresh samples complying with the specifications laid down in the contract.

All charges on account of outcry, terminal or Sales tax and other duties on material obtained for the works from any source shall be borne by the Contractor.

The Engineer or his authorized representative shall be entitled to have tests carried out for any material supplied by the Contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Corporation may require for this purpose. If no tests are specified in the contract and such tests are required by the Corporation, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract.

The cost of the material consumed in test shall borne by the Contractor in all cases except when otherwise provided.

2. Use of ISI Specifications

In case where no particular specifications are given for any article to be used under the contract, the relevant specification, where one ISI exists, of the Indian standard Institutions shall apply.