

**BRIHANMUMBAI MUNICIPAL CORPORATION
MUMBAI FIRE BRIGADE**



e- TENDER FOR THE WORK OF

**“SUPPLY OF ORIGINAL AND GENUINE AUTO SPARE PARTS FOR
ASHOK LEYLAND MAKE 1618 BSIV MODEL VEHICLES AS PER THE
SPECIFICATIONS OF MUMBAI FIRE BRIGADE.”**

Prepared By

Checked By

Approved by

**OFFICE OF THE CHIEF FIRE OFFICER
MUMBAI FIRE BRIGADE
BYCULLA COMMAND CENTER
B.J. MARG, BYCULLA (W)
MUMBAI – 400 008**

BRIHANMUMBAI MUNICIPAL CORPORATION

MUMBAI FIRE BRIGADE

e-PROCUREMENT TENDER NOTICE

No. FB/W/OD/894 Dated: 14.09.2022

(Bid No. 7200036285 dated 15.09.2022)

The Municipal Commissioner of Municipal Corporation of Greater Mumbai, invites the following online tender. The tender copy can be downloaded from BMC's Portal (<http://www.BMC.gov.in>) under "Tender" section. All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process. Login credentials to participate in the online bidding process on the above mentioned portal under "e-Procurement".

For registration, enrollment for digital signature certificated & user manual, please refer to respective links provided in e-Tendering tab.

The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra CA, BMC has also opened a help desk at the CPD office to help the vendors in this regard.

The technical and commercial bids shall be submitted online upto the due date and time mentioned below.

Sr. No.	Description	EMD (Rs.)	Tender form Charges (Rs.)	Start Date & Time for Downloading of Bids	Due Date & Time for online Bid Submission
(1)	(2)	(3)	(4)	(5)	(6)
1	Supply of Original & Genuine auto spare parts for Ashok Leyland make 1618 BSIV model vehicles as per the specifications of Mumbai Fire Brigade.	15,100/-	1000/- (inclusive 18% GST)	21.09.2022 11.00 Hrs.	06.10.2022 16.00 Hrs.

The tenderer shall have to pay Tender document charges as mentioned above through online payment gateway before downloading the tender documents. All the tenderer are required to pay the EMD online only as per BMC procedure.

Sd/ 20.09.2022
Executive Engineer (M&E)
Mumbai Fire brigade

e- TENDER FOR THE WORK OF	Supply of Original & Genuine auto spare parts for Ashok Leyland make 1618 BSIV model vehicles as per the specifications of Mumbai Fire Brigade.	
PERIOD OF SALE OF TENDERING DOCUMENT	From : 21.09.2022 11:00 HRS To : 06.10.2022 16:00 HRS	
EARNEST MONEY DEPOSIT	Rs. 15,100.00/-	
EARNEST MONEY DEPOSIT	Online payment only as per BMC procedure	
DUE DATE OF TENDER SUBMISSION	Date : 06.10.2022 Time : 1600 Hrs.	
PREBID MEETING		
TIME AND DATE OF OPENING OF PACKET A	DATE: 07.10.2022	TIME : 16:30 Hrs.
TIME AND DATE OF OPENING OF PACKET B	DATE: 07.10.2022	16.35 Hrs.
PACKET C :	Will be intimated later	
OFFICE ADDRESS FOR SUBMISSION OF TENDER	Chief Fire Officer Mumbai Fire Brigade, Byculla command Centre B.J. Marg, Byculla, MUMBAI – 400008	
SIGNATURE & DESIGNATION OF TENDER ISSUING OFFICER	Online	
TENDERER'S NAME & ADDRESS AND CONTACT PHONE NUMBERS		

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SECTION 1			
e-TENDER NOTICE			
1			Brihanmumbai Municipal Corporation invites sealed e-Tenders in Three Packets i.e. Packet 'A' Techno commercial bid, Packet 'B' Technical bid and Packet 'C' Price bid from eligible Tenderers for Supply of Original & Genuine auto spare parts for Ashok Leyland make 1618 BSIV model vehicles as per the specifications of Mumbai Fire Brigade . Tenderers who fulfill the qualification criteria below are eligible to Tender for this work. However, tenderers are advised to note the complete qualification criteria specified in the tender document to qualify for the award of this contract.
2			Qualification Criteria:
	a)		Only the manufacturers and their authorized distributors/dealers/agents authorized stockiest or the firm dealing in the line are qualified to fill and submit the tender. The authorized distributors/dealers/agent or authorized stockiest should submit the appropriate valid and current authority letter from the manufacturers for participating in the tender of B.M.C. as per the proforma given in Annexure I. The offers received from the distributors/dealers/agent or authorized stockiest without authorization letter from the manufacturers shall be rejected outright.
	b)		<p>The tenderer (S) in their own name should have satisfactorily execute the Work of similar nature for BMC/Semi Govt. /Govt. & public sector Organizations during the last seven (7) years ending last day of month previous to the one in which bids are invited as a prime contractor (or as a nominated sub-contractor, where the sub-contractor had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied.</p> <p style="padding-left: 40px;">i) Three similar completed works or currently executing three works of similar nature each costing 20% of estimated cost. (i.e. Rs.1,50,500.00/-)</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">ii) Two similar completed works or currently executing two works of similar nature each costing 25% of estimated cost. (i.e. Rs 1,88,100.00/-)</p> <p style="text-align: center;">OR</p> <p>One completed work or currently executing one work of similar nature of aggregate 40% of estimated cost. (i.e. Rs. 3,00,900.00/-)</p>
	c)		Deleted

	d)		Documentary evidence showing that the tenderer has an average turnover of Rs 2,25,700.00 during the last 3 years along with certified copy of balance sheet by Chartered Accountant or Chamber of Commerce .
	e)		Deleted
	f)		The tenderer must submit the bank solvency of Rs. 80,000.00 issued by the approved bank within six month.
	g)		Certificate of registration under EPF & MP Act 1952, if there is 20 or more staff working on establishment of the tenderer, OR Undertaking on Rs. 500/- stamp paper stating that less than 20 staff is working on their establishment.
	i)		Certificate of registration under ESIC Act 1948, as per one of the following provision; i) If there are 10 or more staff working on the factory of the tenderer and manufacturing process is carried out therein with the aid of power. ii) If there are 20 or more staff working on the establishment of the tenderer and process is carried out therein without the aid of power. OR They shall submit undertaking on Rs. 500/- stamp paper stating that the above provision are not applicable on their establishment.
3			Interested Tenderer may obtain further information about the Tendering documents at the office of The Chief Fire Officer, Mumbai Fire Brigade, Byculla Command Center, B.J. Marg, Byculla, Mumbai - 400008 Tel: + 91 22 23001393 Fax : +91 22 23001392
4			A complete set of Tendering documents may be purchased online; upon payment of a non-refundable fee as set out in Clause No. 7 Mode of payment for the purchase of Tendering documents shall be by e-Payment for an amount which is mentioned as the "Tender Processing Fees". The sale shall commence on 21.09.2022 at 11.00 Hrs. and continue till 12.00 Hrs. on 06.10.2022.
5			Submission of Tenders: Tenders must be filled online, not later than 16.00 Hrs on 06.10.2022_. Packet-'A & B' along with required qualification criteria and technical requirement, all duly signed and stamped and EMD amount DD. Packet 'C' – Price packet

				The Packet 'A' & 'B' will be opened on 07.10.2022_ at 16.30 & 16.35 Hrs. respectively, whereas Packet-'C' of the eligible Tenderers will be opened with prior intimation to such tenderers. Tenders will be opened in the presence of the Tenderer's representative who chooses to attend on the time and date of opening of Tenders as mentioned above. The representative of the tenderer will have to sign the tender opening report.
6				All Tender submissions shall be accompanied by Earnest Money Deposit (E.M.D.) of the amount of Rs. 15,100.00/- paid online as per BMC procedure only.
7				The Tender processing fee will be Rs 1000/- per set (18% GST).
8				Municipal Commissioner of Brihanmumbai Mumbai reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
9				Deleted

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NOTE: These instructions are provided to assist tenderers while preparing the tenders, as they form part of the Contract and they shall be taken into consideration in interpreting or construing the Contract. Bidder is an alternative word for Tenderer and Bid is an alternative for Tender. The meanings of the two words are the same.

IT - (I)		<u>Mandatory Conditions:</u>
		The tender shall be rejected if the tenderer does not fulfill the mandatory conditions stated below:-
Sr. No.		Tenderer are requested to note that their Tender shall be rejected if the Tenderer
A		Stipulates the validity period less than what is stated in the form of tender.
B		Stipulates with hedging condition/ own conditions .
C		Does not scan & upload filled in & signed the tender form and the bills of quantities.
D		Does not quote unit price of items in BOQ of e -tender in figures.
E		Does not submit Rate Analysis of the Rate Quoted; on request by the department.
F		payment of EMD online only.
G		Does not disclose the full names and addresses of all his partners in the case of partnership concern and the Engineering qualifications, if any.
H		Does not scan & upload documents as specified for inclusion in Packet 'A' and Packet 'B' .
I		Does not
	i)	Scan & Upload his own "PAN CARD" in case of Retailer / Dealer / Supplier / Distributor
	ii)	Scan & Upload; in case of Company or firm –
	a)	"PAN CARD" of Proprietor in case of Proprietor/Ownership firm
	b) 1)	"PAN CARD" of a Company in case of Private Limited Co.
	2)	"PAN CARD" of firm in case of Partnership firm
	c)	Scan & Upload; in case of The Sansthas/Societies/Trust which are

			registered under Public Trust Act 1950/Registration Act 1860/The Maharashtra Co-op Societies Registration Act 1960 (whichever is applicable) the "PAN CARD" of the Sanstha / Society or Trust.
			However; in case of Foreign companies, Public Limited Companies; Semi Govt. undertakings, Govt. Undertakings; no "PAN CARD" will be insisted.
J			Does not scan & upload latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm.
K			Does not scan & upload duly filled in & signed, affixing stamp of the firm Annexures, data sheet, Bill of Quantities, Specifications in the Tender document.
L			Does not scan & upload the Certificate of Registration of GST issued by Govt. authorities in prescribed form
IT - (II)			Specific Instructions
			The tenderer shall carry out the said work fully as per specifications, and instructions of Chief Fire Officer, Mumbai Fire Brigade.
IT - (III)			INSTRUCTIONS TO TENDERERS
A			General
	1		Invitation of Tenders
	1.1	A	Municipal Commissioner of Brihanmumbai (referred to as Municipal Commissioner in these documents) invites e-Tenders for Supply of Original & Genuine auto spare parts for Ashok Leyland make 1618 BSIV model vehicles as per the specifications of Mumbai Fire Brigade.
	1.1	B	Municipal Commissioner is the employer of the contract. Employer also means Employer or his authorized representative/s.
	1.1	C	Chief Fire Officer is the officer of the contract. Officer/Engineer also means his authorized representative/s.
	2		Sources of Funds
			Internal Funds of BMC (Budgetary Provision)
	3		Eligible Tenderers
			This invitation for Tenders is open to any Tenderer subject to qualification criteria. JV or consortium is not allowed.
	4		Qualification of the Tenderer
	4.1		All Tenderers shall scan & upload a written power of attorney authorizing the signatory of the Tender to commit the Tenderer.
	4.2		All Tenderers shall include the following information and documents with their Tenders in relevant forms/ formats enclosed.
		(a)	copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
		(b)	reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three years;

		4.3	a)	Only the manufacturers and their authorized distributors/dealers/agents / authorized stockiest or firm dealing in the line are qualified to fill and submit the tender. The authorized distributors/dealers/agent or authorized stockiest should submit the appropriate valid and current authority letter from the manufacturers for participating in the tender of B.M.C. as per the proforma given in Annexure I. The offers received from the distributors/dealers/agent or authorized stockiest without authorization letter from the manufacturers shall be rejected outright.
			b)	<p>The tenderer (S) in their own name should have satisfactorily executed the Work of similar nature for BMC/Semi Govt. /Govt. & public sector Organizations during the last seven (7) years ending last day of month previous to the one in which bids are invited as a prime contractor (or as nominated sub-contractor, where the sub-contractor had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied.</p> <p>i) Three similar completed works or currently executing three works of similar nature each costing 20% of estimated cost. (i.e. Rs.1,50,500.00/-)</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works or currently executing two works of similar nature each costing 25% of estimated cost. (i.e. Rs 1,88,100.00/-)</p> <p style="text-align: center;">OR</p> <p>One completed work or currently executing one work of similar nature of aggregate 40% of estimated cost. (i.e. Rs. 3,00,900.00/-)</p>
			c)	Deleted
			d)	Documentary evidence showing that the tenderer has an average turnover of Rs 2,25,700.00. during the last 3 years along with certified copy of balance sheet by Chartered Accountant or Chamber of Commerce.
			e)	Deleted
			f)	The tenderer must submit the bank solvency of Rs. 80,000.00 issued by the approved bank within six month.
			g)	<p>Certificate of registration under EPF & MP Act 1952, if there is 20 or more staff working on establishment of the tenderer,</p> <p>OR</p> <p>Undertaking on Rs. 500/- stamp paper stating that less than 20 staff is working on their establishment.</p>

		i)	Certificate of registration under ESIC Act 1948, as per one of the following provision; i) If there are 10 or more staff working on the factory of the tenderer and manufacturing process is carried out therein with the aid of power. ii) If there are 20 or more staff working on the establishment of the tenderer and process is carried out therein without the aid of power. OR They shall submit undertaking on Rs. 500/- stamp paper stating that the above provision are not applicable on their establishment.
	4.4		Even though the Tenderers meet the above qualifying criteria, they are subject to be disqualified if they have:
		(a)	made misleading or false representations in the forms, statements and attachments scan & uploaded in proof of the qualification requirements; and/or
		(b)	record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;
5			Award of Tender
	5.1		The tenderer will be selected for award of contract provided the tenderer is the lowest responsive & fulfills the criterion mentioned above.
B			Tendering Document
6			Content of Tendering Documents
	6.1		The set of Tendering documents comprises the documents listed in the Index and addenda issued in accordance with Clause 8.
	6.2		The Complete tender document issued by Mumbai Fire Brigade BMC shall be completed scan & uploaded with the Tender duly signed on every page of the tender document.
7			Clarification of Tendering Documents
	7.1		A prospective Tenderer requiring any clarification of the Tendering documents shall notify the Chief Fire Officer in writing or by e mail at the BMC's address indicated in the Tender Notice. C.F.O. will respond to any request for clarification received one week prior to due date. Copies of the C.F.O.'s response will be forwarded to all prospective tenderers, including a description of the inquiry but without identifying its source.
8			Amendment of Tendering Documents
	8.1		Before the deadline for submission of Tenders, the Municipal Commissioner may modify the Tendering documents by issuing addenda.
	8.2		Any addendum thus issued shall be part of the Tendering documents pursuant to sub clause 8.1 and shall be communicated in writing to all purchasers of the Tendering documents. Prospective Tenderers shall acknowledge receipt of each addendum by cable to the BMC.

		8.3	To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Municipal Commissioner shall extend, as necessary, the deadline for submission of Tenders, in accordance with Sub-Clause 20 below.
C			Preparation of Tenders
	9		Language of Tender
		9.1	All documents relating to the Tender shall be in English language.
	10		Documents comprising the Tender
		10.1	The Tenderer will scan & upload Tender data required in packets "A" & "B" and fill in the rates as per the BOQ i.e. packet 'C'
		10.2	The Packet "A" shall contain the following documents:
			Scan copy of Earnest Money Deposit paid online.
			Registration certificate of company.
			GST registration certificate.
			Annexure 'F' Undertaking - Best Price
			Annexure 'G' - Form of integrity pact
			Annexure 'H' - Undertaking cum indemnity bond
			written power of attorney authorizing the signatory of the Tender to commit the Tenderer.
			Financial statement i.e. loss and profit account statement and turn over certificate.
		10.3	The Packet "B" shall contain the following documents:
			Tender document duly signed, along with amendments, if any
			Latest partnership deed in case of partnership firm, R.C. & MOU in case of Pvt. Ltd. Firm
			Certified true copies of the following. <ul style="list-style-type: none"> • Qualification Information and Documents. • Proof of identity for the Tenderer/ Partners/ Directors in form as mentioned below. • Certified copies of the 'PAN' documents and photographs as indicated under Mandatory Conditions in Clause IT (I) (G).
			Any other document as stated under sub-clause IT 4.3 and at any other clauses.
			Detail catalogues of equipment and manufacturer's capabilities & product performance of all the equipment.
			Annexure 'A' Irrevocable Undertaking
			Annexure 'A1' Technical & Infrastructure Ability of Tenderer
			Annexure 'B' Details of collaborator
			Annexure 'C' Technical details of goods
			Annexure 'D' Tentative delivery period

			Annexure 'E' schedule of bill of quantity and rates.
			Annexure 'I' Proforma for Manufacturer's Authorization form.
		10.3	Packet 'C' will contain the rate and price.
			The bidder has to submit / upload all the above requisite documents on BMC Portal through e-tendering link by using the digital signature. NOTE- If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant information with the bid, it will be open for the department to call for necessary information/clarification/documents from the bidder before proceeding further with the evaluation of the bid within a period of three days from the date of opening of packet "A" and "B" or from the date of intimation by e mail. Opening of packet "C" will be suitably differed in such cases. However, no changes whatsoever will permit on opening of packet "C".
	11		Tender Prices
		11.1	The Tender shall be for the whole works as described in the Tendering Document, based on the rates submitted by the Tenderer.
		11.2	The Tenderer shall fill in rates for all items of the Works listed in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer shall be considered as incomplete tender & will be treated as non responsive & shall be rejected.
		11.3	"GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.
		11.4	The rates and prices quoted by the Tenderer shall be firm during the validity period and during the execution of contract.
	12		Currencies of Tender and Payment
		12.1	The prices shall be quoted by the Tenderer in Indian Rupees (INR) on FOR destination including the taxes and duties applicable.

13			Tender Validity
	13.1		Tenders shall remain valid for a period of min. 180 days from the date of submission of the tender. A Tender validity for a shorter period will be treated as non responsive & shall be rejected.
	13.2		In exceptional circumstances, prior to expiry of the original time limit, the Municipal Commissioner may request that the Tenderer may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing. A Tenderer may refuse the request without forfeiting its E.M.D. A Tenderer agreeing to the request will not be required or permitted to modify terms & conditions of the tender.
14			Earnest Money Deposit (E.M.D.)
	14.1		The Tenderer shall pay, as part of his Tender, Earnest Money Deposit of Rs. 15,100.00/- stipulated in the Tender Notice. This E.M.D. amount shall be paid online only as per BMC procedure. The firms / contractors who are already registered with BMC and have paid Standing Deposit shall also have to pay the full amount of E.M.D.
	14.2		EMD/ASD of the bidders from L3 & downwards will be released immediately in next three days without asking any application from the Applicant, at the level of CFO through SRM system, and without any insistence of the sanction of the competent authority.
	14.3		EMD/ASD submitted by the L - 2 bidder will be returned after obtaining Standing Committee Resolution for awarding the work to L1.
	14.4		The E.M.D. may be forfeited,
		(a)	if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity; or
		(b)	if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 27; or
		(c)	in case of a successful Tenderer, if the Tenderer fails within the specified time limit to
			i. sign the Agreement ; or
			ii. Furnish the required Performance Security/ Contract Deposit.
		(d)	If the tenderer fails to submit the mandatory documents within 7 days from the date of closing of tender, the 10% of EMD amount will be forfeited,
15			Alternative Proposals by Tenderers
			No Alternative Proposals by Tenderers will be accepted. In case Alternative Proposals are submitted by the Tenderer, such tender will be rejected outright.
16			Incomplete tender
	16.1		The Tenderer shall have to tender for complete job and shall fill up the BOQ accordingly.
	16.2		The tenderer who does not tender for complete job shall be rejected outright.
	16.3		The Tenderer who does not fill and submit the filled BOQ shall be rejected outright.

		16.4	The tenderer who stipulates hedging conditions or own conditions shall be rejected outright.
		16.5	The tenderer who does not quote the rates in INR shall be rejected outright.
		16.6	However, The Corporation 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.
	17		Format and Signing of Tender
		17.1	The Tenderer shall prepare documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers.
		17.2	The original and all copies of the Tender shall be typed or written in indelible ink (in case of copies, photo copies are also acceptable.) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub Clause 4.3 and 4.4. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.
		17.3	The Tender shall contain no alterations, omissions or additions unless such corrections shall be initialed by the person or persons signing the Tender.
		17.4	The tenderers are requested to sign at appropriate place, the Tender form, Specifications & Annexures after making appropriate entries wherever necessary & then scan & upload the same.
D			Priority of Contract Documents
	18		Priority of Contract Documents
			The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the CFO who shall thereupon issue to the contractor instructions thereon & in such event, unless otherwise provided in the contract the priority of the document forming the contract shall be interpreted in the following order of precedence
			<ul style="list-style-type: none"> i) Agreement ii) Work Order /Letter of Acceptance iii) Instructions to tenders in 'e' Tendering manual iv) Contractor's Bid v) Contract Data vi) Conditions of contract including Special Condition of Contract. vii) Technical Specifications viii) Corrigendum /Addenda, if any ix) Priced Bill of Quantities
E			Submission of Tenders
	19		Sealing and Marking of Tenders
			This is an e-tender ; hence the tender shall only be filled online.
	20		Deadline for submission of Tenders
		20.1	Tenders must be received by the Municipal Commissioner on line not later

			than the time and date stipulated in the Tender Notice. In the event of the specified date for the submission of Tenders declared a holiday for the Municipal Corporation, the Tenders will be received up to the appointed time on the next working day.
		20.2	The Municipal Commissioner may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 8, in which all rights and obligations of the Municipal Commissioner and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
	21		Late Tenders
		21.1	No Tender submission is possible after the deadline prescribed in Clause 20 as system will automatically close the acceptance of tender at Packet "A" & "B" opening date & time
	22		Modification & Withdrawal of Tenders
			No modification or withdrawal of tender is allowed once the tender is submitted & due date & time has passed. In case the contractors come forward with a request to allow them to withdraw from fulfilling their contractual obligations during currency of contract normally such withdrawal is not allowed. However, if due to circumstance such withdrawal is allowed, such firms may not be considered for award of work for a period of NEXT THREE YEARS and the Contract Deposit will be forfeited. However, the contractor shall intimate at least three months in advance about such withdrawal to make at least alternate arrangement.
F			Tender Opening & Evaluation
	23		Tender Opening
		23.1	CFO will open the Tenders in the presence of Tenderers or their representatives who choose to attend at the time, date and location stipulated in the Tender Notice. The Tenderers representatives who are present shall sign a register evidencing their attendance.
		23.2	On the Tender opening day ONLY Packet 'A' & 'B' will be opened.
		23.3	The Tenderers' names and of any alternative Tender (if alternatives have been requested or permitted), and such other details as the CFO may consider appropriate, will be announced by the CFO at the time opening.
		23.4	CFO or nominated officer shall prepare the details of the tenderers at the time of Tender opening, including the information disclosed to those present in accordance with Sub-clause 23.3.
		23.5	Packet 'C' of the only eligible and responsive Tenderer(s) shall be opened on the scheduled date and the price and other relevant details shall be read out. Packet C of non-responsive Tenderers shall not be opened.
		23.6	The evaluation of the bid price will be carried out on total price of goods FOR destination inclusive of all taxes and duties, etc. in case of local bid.
	24		Process to be Confidential
		24.1	Information relating to the examination, clarification, evaluation and

			comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Municipal Commissioner's processing of Tenders or award decisions by way of written representations, e-mails, phone calls or influence may result in the rejection of his Tender.
		24.2	Tender shall be termed to be under consideration from the opening of the tenders, until such time an official announcement of award of the tenders 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. CFO if necessary will obtain clarification from tenderer 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 and Post tender Price revision of major modifications. Non compliance with the provision is a cause for disqualification
	25		Clarification of Tenders
		25.1	To assist in the examination, evaluation, and comparison of Tenders, the Municipal Commissioner may, at his discretion, ask any Tenderer for clarification of the Tenderer's Tender, including break up of the prices in the Bill of Quantities. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction or arithmetic errors discovered by the Municipal Commissioner in the evaluation of the Tenders in accordance with Clause 27.
		25.2	Subject to sub-clause 25.1, no Tenderer shall contact the Municipal Commissioner on any matter relating to its Tender from the time of the Tender opening to the time of the contract is awarded. If the Tenderer wishes to bring additional information to the notice of Municipal Commissioner, he should do so in writing.
		25.3	Any effort by the Tenderer to influence the Municipal Commissioner in the Municipal Commissioner's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.
	26		Examination of Tenders and Determination of Responsiveness
		26.1	Prior to the detailed evaluation of Tenders, the Municipal Commissioner will determine whether each Tender:-
		[a]	meets the eligibility criteria defined in Clause 4;
		[b]	has been properly signed;
		[c]	is accompanied by the required securities;

			[d]	is responsive to the requirements of the Tendering documents; and
			[e]	Provides any clarification and/or substantiation that the Municipal Commissioner may require to determine the responsiveness pursuant to sub clause 26.2.
		26.2		A responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one:-
			[a]	which affects in any way, the scope, quality, or performance of the works;
			[b]	which limits in any way, inconsistent with the Tendering documents, the Municipal Commissioner's rights or the Tenderer's obligations under the Contract; or [c] whose rectification would affect unfairly the competitive position of other Tenderer's presenting responsive Tenders.
		26.3		If a Tender is non-responsive, it will be rejected by the Municipal Commissioner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
		26.4		The Municipal Commissioner reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Municipal Commissioner shall not be taken into account in Tender evaluation. 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.
	27			Correction of Errors
		27.1		Tenders determined to be responsive will be checked by the Municipal Commissioner for any arithmetic errors. Errors will be corrected by the Municipal Commissioner as follows:
			[a]	Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
			[b]	Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Municipal Commissioner, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rates will be corrected.
		27.2		The amount stated in the Tender will be adjusted by the Municipal Commissioner in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the E.M.D. may be forfeited in accordance with Sub-Clause 14.5 (b).
G				Award of Contract

28		Award of Contract
	28.1	Subject to Clause 30, the Municipal Commissioner will award the Contract to the Tenderer whose Tender has been determined to be responsive to the Tendering documents and who has offered the lowest evaluated Tender price.
29		Accept or Reject the Tender
		Municipal Commissioner has Rights to Accept Any Tender and to Reject Any or All Tenders
	29.1	The Municipal Commissioner reserves the right to accept or reject any tender without giving any reason.
	29.2	Notwithstanding Clause 28, the Municipal Commissioner reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Municipal Commissioner's action.
30		Notification of Award
	30.1	The Tenderer whose Tender has been accepted will be notified of the award by the Municipal Commissioner prior to expiration of the Tender validity period by cable, telex, email or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Municipal Commissioner will pay the Contractor in consideration of the execution, completion of the works and the remedying of any defects therein by the contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").
	30.2	The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/ Contract Deposit in accordance with the provisions of Clause 32.
	30.3	Upon the furnishing by the successful Tenderer of the Performance Security/ Contract Deposit pursuant to clause 32, the Municipal Commissioner will promptly notify the other Tenderers that their Tenders have been unsuccessful.
	30.4	If, after notification of award, a Tenderer wishes to ascertain the ground on which his Tender was not selected, he should address his request to the Municipal Commissioner. The Municipal Commissioner will promptly respond in writing to the unsuccessful Tenderer.
31		Signing of Agreement
	31.1	At the same time that the Municipal Commissioner notifies the successful Tenderer that his Tender has been accepted, the Municipal Commissioner will send the Tenderer the agreement in the form provided in the Tendering documents, incorporating all agreement between the parties.
	31.2	All required documents for execution of the contract shall be submitted

			within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs. 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence / proof of payment of security / contract deposit/ within 30 days from the date of letter of acceptance received by him.
		31.3	Upon fulfillment of sub clause 31.2, the Municipal Commissioner/Chief Fire Officer will promptly notify the other Tenderers that their Tenders have been unsuccessful and their E.M.D. will be returned as promptly as possible, in accordance with clause no.14.
	32		Contract Deposit (5%)
		32.1	Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Municipal Commissioner a 5% Contract Deposit in the form stipulated in the Tender Notice and the conditions of contract. The format for Performance Security/ Contract Deposit provided in section 9 of the tender document shall be used.
		32.2	If the Performance Security/ Contract Deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either (a) at the Tenderer's option, by a Nationalized/Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the Municipal Commissioner as listed under Section 3 and shall be counter signed by Mumbai branch. Such guarantees shall be enforceable within jurisdiction of competent courts in Mumbai.
		32.3	Failure of the successful Tenderer to comply with the requirements of Sub Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the E.M.D., and any such other remedy the Municipal Commissioner may take under the Contract, and the Municipal Commissioner may resort to awarding the contract to the next ranked Tenderer.
	33		Corrupt or Fraudulent Practices
			The BMC requires that Tenderers/Suppliers/Contractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BMC
		[a]	defines, for the purposes of this provision, the terms set forth below as follows :
		i	"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
		ii	"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Municipal Commissioner, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to

			establish Tender prices at artificial non-competitive levels and to deprive the Municipal Commissioner of the benefits of free and open competition.
		[b]	will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
	34		Legal Charges & Stationery Charges
			The successful tenderer(s) shall pay stationery charges and legal charges for preparation of the contract agreement

Contract Value (in Rs.)	Legal Charges and Stationery Charges (in Rs.)
10,001 to 50,000	NIL
50,001 to 1,00,000	6,290.00
1,00,001 to 3,00,000	10,380.00
3,00,001 to 5,00,000	12,470.00
5,00,001 to 10,00,000	14,510.00
10,00,001 to 20,00,000	16,570.00
20,00,001 to 40,00,000	18,660.00
40,00,001 to 1,00,00,000	20,720.00
1,00,00,001 to 10,00,00,000	24,450.00
10,00,00,001 to 20,00,00,000	28,220.00
20,00,00,001 to 30,00,00,000	31,980.00
30,00,00,001 to 40,00,00,000	35,740.00
40,00,00,001 to 50,00,00,000	39,470.00
50,00,00,001 to 1,00,00,00,000	47,000.00
1,00,00,00,001 to 2,00,00,00,000	58,270.00
2,00,00,00,001 to 3,00,00,00,000	65,770.00
3,00,00,00,001 to 4,00,00,00,000	75,120.00
4,00,00,00,001 to 5,00,00,00,000	84,510.00
5,00,00,00,001 and above	93,920.00

35	STAMP DUTY
	The Stamp Duty payable on the Contract Value shall also be paid to Government at actual and as per the provisions of "Stamp Duty Act 1958" (amended till date). The present rate of

stamp duty is as follows.															
<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Amount (Rs)</th> <th>Stamp duty (Rs)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs</td> <td>Five Hundred Rs. Stamp duty.</td> </tr> <tr> <td>2</td> <td>Where it exceeds Rs. Ten Lacs</td> <td>Five hundred Rs. Plus 0.1% of the amount above Rs. Ten lacs subject to the Max. of Rs. Twenty Five lacs only.</td> </tr> <tr> <td>3</td> <td>Stamp duty on Bank guaranty</td> <td>As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.</td> </tr> </tbody> </table>				Sr. No.	Amount (Rs)	Stamp duty (Rs)	1	Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs	Five Hundred Rs. Stamp duty.	2	Where it exceeds Rs. Ten Lacs	Five hundred Rs. Plus 0.1% of the amount above Rs. Ten lacs subject to the Max. of Rs. Twenty Five lacs only.	3	Stamp duty on Bank guaranty	As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.
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36			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, 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 para (b) above including Similar action against the firms/establishments concerned. If after the Award of Contract, it is found that the accepted tender violated any of the conditions in paras (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.												
	37		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.
	38			Import License
				The tenderer 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 tenderer in that behalf.
	39			Delays in the Supplier's performance:
		39.1		Delivery of the goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of Requirements.
		39.2		An unexpected delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following actions, forfeiture of its performance security, imposition of liquidated damages, and/ or termination of the Contract for default.
		39.3		It at any time during performance of the Contract, the Supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be Ratified by the parties by amendment of the contract.
		39.4		Liquidated Damages:
			a	If the Supplier fails to supply any or all of the goods or perform the services within the time period (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the Purchaser may consider termination of the contract.
	40			Risk and Cost:
			i	In case the successful bidder fails to deliver the quantity as stipulated in the delivery schedule, the Commissioner reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of successful bidder.
			ii	If it is observed that the Contractors carrying out the work fail to comply with instructions given by the authorities at the Additional Municipal Commissioners / Municipal Commissioner's level during execution of work twice, the work will be terminated and will be carried out at the risk

				and cost of the contract & penal action will be taken against them. This decision will not be arbitrable at all.
			iii	The above condition will be in addition to the relevant condition in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the contract.
	41			Vendor registration :
				It is compulsory for the Indian contractor to get themselves registered with BMC as a vendor by payment of appropriate fees & following due procedure for enabling payment through Real Time Gross Settlement RTGS/NEFT. It is mandatory for the contractors to open Bank Account in the State Bank of India for easy and quick payments. All payments under contract will be made only on this Bank Account through ECS.

SECTION 3

List of approved Bank for Acceptance of Bank Guarantee

1.			The following banks with their Branches in Brihanmumbai upto Virar, Kalyan have been approved only for the purpose of accepting Banker's Guarantee 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.
3.			List of approved bank

STATE CO-OPERATIVE BANKS

Andhra Pradesh State Co-operative Bank Ltd. Hyderabad

Bihar State Co-operative Bank Ltd. Bihar

Goa State Co-operative Bank Ltd. Panaji

Gujarat State Co-operative Bank Ltd. Ahmedabad

Haryana State Co-operative Apex Bank Ltd., Chandigarh

Karnataka State Co-operative Apex Bank Ltd. Bangalore

Kerala State Co-operative Bank Ltd. Thiruvananthapuram

Madhya Pradesh Rajya Sahakari Bank Maryadit Bhopal

Maharashtra State Co-operative Bank Ltd. Mumbai

Orissa State Co-operative Bank Ltd. Bhubaneswar

Pondicherry State Co-operative Bank Ltd. Pondicherry

Punjab State Co-operative Bank Ltd. Chandigarh

Rajasthan State Co-operative Bank Ltd. Jaipur

Tamil Nadu State Apex Co-operative Bank Ltd. Chennai

Uttar Pradesh Co-operative Bank Ltd. Lucknow

West Bengal State Co-operative Bank Ltd., Kolkata

URBAN CO-OPERATIVE BANKS

A P Mahesh Co-operative Urban Bank Ltd., Hyderabad

Abhyudaya Co-operative Bank Ltd. Mumbai

Ahmedabad Mercantile Co-operative Bank Ltd. Ahmedabad

Akola Janata Commercial Co-operative Bank Ltd. Akola

Amanath Co-operative Bank Ltd. Bangalore

Bassein Catholic Co-operative Bank Limited., Vasai

Bharat Co-operative Bank (Mumbai) Ltd. Mumbai

BharatiSahakari Bank Ltd. Pune

Bombay Mercantile Co-operative Bank Limited., Mumbai

Charminar Co-operative Urban Bank Ltd. Hyderabad

Citizen Credit Co-operative Bank Ltd. Mumbai

DombivliNagariSahakari Bank Ltd. Dombivli
Greater Bombay Co-operative Bank Limited. Mumbai
Indian Mercantile Co-operative Bank Ltd. Lucknow
JalgaonJanataSahakari Bank Ltd. Jalgaon
JanakalyanSahakari Bank Ltd. Mumbai
Janalaxmi Cooperative Bank Ltd. NAshok
JanataSahakari Bank Ltd. Pune
KallappaAnnaAwadelchalkaranjiJanataSahakari Bank Ltd. Ichalkaranji
Kalapur Commercial Co-operative Bank Ltd. Ahmedabad
KalyanJanataSahakari Bank Ltd. Kalyan
Kapol Cooperative Bank Ltd. Mumbai
Karad Urban Co-operative Bank Ltd. Karad
Madhavapura Mercantile Co-operative Bank Ltd. Ahmedabad
Mahanagar Co-operative Bank Ltd. Mumbai
Mapusa Urban Co-operative Bank of Goa Ltd. Mapusa
Mehsana Urban Co-operative Bank Ltd. Mehsana
N K G S B Co-operative Bank Ltd. Mumbai
Nagar Urban Co-operative Bank Ltd. Ahmednagar
Nagpur Nagrik Sahakari Bank Ltd. Nagpur
New India Co-operative Bank Ltd. Mumbai
Nutan Nagrik Sahakari Bank Ltd. Ahmedabad
Parsik Janata Sahakari Bank Ltd. Thane
Pravara Sahakari Bank Ltd. Loni
Punjab & Maharashtra Co-operative Bank Ltd. Mumbai
Rajkot Nagrik Sahakari Bank Ltd. Rajkot
Rupee Co-operative Bank Ltd. Pune
Sangli Urban Co-operative Bank Ltd. Sangli
Saraswat Co-operative Bank Ltd. Mumbai
Sardar Bhiladwala Pardi People's Co-operative Bank Ltd.
Killa Pardi Shikshak Sahakari Bank Ltd. Nagpur
Solapur Janata Sahakari Bank Ltd. Solapur
Surat People's Co-operative Bank Ltd. Surat
Thane Bharat Sahakari Bank Ltd. Thane
Thane Janata Sahakari Bank Ltd. Thane
The Akola Urban Co-operative Bank Ltd. Akola
The Cosmos Co-operative Bank Ltd. Pune
The Goa Urban Co-operative Bank Ltd. Panaji
The Khamgaon Urban Co-operative Bank Ltd. Khamgaon
The Nasik Merchant's Co-operative Bank Ltd., Nasik
The ShamraoVithal Co-operative Bank Ltd., Mumbai
The Zoroastrian Co-operative Bank Ltd., Mumbai
Vasavi Co-operative Urban Bank Limited, Hyderabad
SBI AND ASSOCIATES
State Bank of India
State Bank of Bikaner & Jaipur
State Bank of Hyderabad
State Bank of Indore

State Bank of Mysore
State Bank of Patiala
State Bank of Saurashtra
State Bank of Travancore
NATIONALISED BANKS
Allahabad Bank
Andhra Bank
Bank of Baroda
Bank of India
Bank of Maharashtra
Canara Bank
Central Bank of India
Corporation Bank
Dena Bank
Indian Bank
Indian Overseas Bank
Oriental Bank of Commerce
Punjab National Bank
Punjab and Sind Bank
Syndicate Bank
UCO Bank
Union Bank of India
United Bank of India
Vijaya Bank
OTHER PUBLIC SECTOR BANKS
Industrial Development Bank of India Ltd.
PRIVATE SECTOR BANKS
Bank of Rajasthan Ltd.
Catholic Syrian Bank Ltd.
City Union Bank Ltd.
Development Credit Bank Ltd.
Dhanalakshmi Bank Ltd.
Federal Bank Ltd.
HDFC Bank Ltd.
ICICI Bank Ltd.
IndusInd Bank Ltd.
ING Vysya Bank Ltd.
Jammu and Kashmir Bank Ltd.
Karnataka Bank Ltd.
Karur Vysya Bank Ltd.
Kotak Mahindra Bank Ltd.
Lakshmi Vilas Bank Ltd.
Nainital Bank Ltd.
Ratnakar Bank Ltd.
SBI Commercial International Bank Ltd.

South Indian Bank Ltd.
Tamiland Mercantile Bank Ltd.
Axis Bank Ltd.
Yes Bank Ltd
FOREIGN BANKS
ABN Amro Bank N.V.
Abu Dhabi Commercial Bank Ltd.
American Express Banking Corporation
Antwerp Diamond Bank N.V.
Arab Bangladesh Bank
Bank International Indonesia
Bank of America
Bank of Bahrain and Kuwait . B.S.C.
Bank of Ceylon
Bank of Nova Scotia
Bank of Tokyo – Mitsubishi Ltd.
Barclays Bank Plc.
BNP Paribas
China Trust Commercial Bank
Shinhan Bank
Citi Bank N.A.
Calyon Bank
Deutsche Bank
DBS Bank Ltd
The Hongkong and Shanghai Banking Corporation Ltd.
J.P. Morgan Chase Bank N.A.
Krung Thai Bank Public Company Ltd.
Mashreq Bank p.s.c.
Mizuho Corporate Bank Ltd.
Oman International Bank. S.A.O.G.
Societe Generale
Sonali Bank
Standard Chartered Bank
State Bank of Mauritius Ltd.
GRAMIN BANKS
Andhra Pradesh GrameenVikas Bank, Warangal (Andhra Pradesh)
Andhra PragathiGrameena Bank, Kadapa (Andhra Pradesh)
AryavartGramin Bank, Lucknow (Uttar Pradesh)
Arunachal Pradesh Rural Bank, Naharlagun (Arunachal Pradesh)
Assam GraminVikas Bank, Guwahati (Assam)
Baitarani Gramya Bank, Baripada (Orissa)
BalliaKshetriyaGramin Bank, Ballia (Uttar Pradesh)
BangiyaGraminVikash Bank, Berhampore (West Bengal)
Baroda Gujarat Gramin Bank, Bharuch (Gujarat)
Baroda Rajasthan Gramin Bank, Ajmer (Rajasthan)
Baroda Uttar Pradesh Gramin Bank, Rae Bareli (Uttar Pradesh)

Bihar KshetriyaGramin Bank, Monghyr (Bihar)
Cauvery KalpatharuGrameena Bank, Mysore (Karnataka)
Chaitanya Godavari Grameena Bank (Andhra Pradesh)
Chhattisgarh Gramin Bank, Raipur (Chhattisgarh)
Chikmagalur-KodagaGrameena Bank, Chikmagalur (Karnataka)
Deccan Grameena Bank, Dilsukhnagar (Hyderabad)
Dena Gujarat Gramin Bank, Gandhinagar (Gujarat)
Durg-RajnandgaonGramin Bank, Rajnandgaon (Chhattisgarh)
EllaquaiDehati Bank, Srinagar (Jammu and Kashmir)
EtawahKshetriyaGramin Bank, Etawah (Uttar Pradesh)
FaridkotBhatindaKshetriyaGramin Bank, Bhatinda (Punjab)
Gurgaon Gramin Bank, Gurgaon (Haryana)
HadotiKshetriyaGramin Bank, Kota (Rajasthan)
Haryana Gramin Bank, Rohtak (Haryana)
Himachal Gramin Bank, Mandi (Himachal Pradesh)
Jaipur TharGramin Bank, Jaipur (Rajasthan)
Jammu Rural Bank, Jammu
Jhabua-DharKshetriyaGramin Bank, Jhabua (Madhya Pradesh)
Jharkhand Gramin Bank, Ranchi (Jharkhand)
KalingaGramya Bank, Cuttack (Orissa)
Kamraz Rural Bank, Sopore (Jammu and Kashmir)
KarnatkaVikasGramin Bank, Dharwad (Karnataka)
NeelachalGramya Bank (Orissa)
KashiGomtiSamyutGramin Bank, Varanasi (Uttar Pradesh)
Khasi J Bank, Shillong (Meghalaya)
Krishna Grameena Bank, Gulbarga (Karnataka)
KshetriyaKisanGramin Bank, Mainpuri (Uttar Pradesh)
LangpiDehangi Rural Bank, Dhiphu (Assam)
LucknowKshetriyaGramin Bank, Sitapur (Uttar Pradesh)
Madhya BharathGramin Bank, Sagar (Madhya Pradesh)
Madhya Bihar Gramin Bank, Patna (Bihar)
MahakaushalKshetriyaGramin Bank, Jabalpur (Madhya Pradesh)
Maharashtra Godavari Gramin Bank (Maharashtra)
MalwaGramin Bank, Sangrur (Punjab)
MarwarGanganagar Bikaner Gramin Bank, Pali (Rajasthan)
Manipur Rural Bank, Imphal (Manipur)
MarathwadaGramin Bank, Nanded (Maharashtra)
MewarAanchalikGramin Bank, Udaipur (Rajasthan)
Mizoram Rural Bank, Aizawl (Mizoram)
Nagaland Rural Bank, Kohima (Nagaland)
NainitalAlmoraKshetriyaGramin Bank, Nainital (Uttaranchal)
Narmada MalwaGramin Bank, Indore (Madhya Pradesh)
North Malabar Gramin Bank, Kannur (Kerala)
PallavanGrama Bank, Salem (Tamil Nadu)
PandyanGrama Bank, Virudhunagar (Tamil Nadu)
PaschimBangaGramin Bank, Howrah (West Bengal)
ParvatiyaGramin Bank, Chamba (Himachal Pradesh)
PragathiGramin Bank, Bellary (Karnataka)

Prathama Bank, Moradabad (Uttar Pradesh)
PuduvaiBharthiarGrama Bank (Pondicherry)
Punjab Gramin Bank, Kapurthala (Punjab)
PurvanchalGramin Bank, Gorakhpur (Uttar Pradesh)
Rajasthan Gramin Bank, Alwar (Rajasthan)
RatnagiriSindhudurgGramin Bank, Ratnagiri (Maharashtra)
Rewa-SidhiGramin Bank, Rewa (Madhya Pradesh)
RushikulyaGramya Bank, Berhampur (Orissa)
SamastipurKshetriyaGramin Bank, Samastipur (Bihar)
SaptagiriGrameena Bank, Chitoor (Andhra Pradesh)
Sarva UP Gramin Bank (Uttar Pradesh)
Satpura Narmada KshetriyaGramin Bank, Chhindwara (Madhya Pradesh)
SaurashtraGramin Bank, Rajkot (Gujarat)
ShardaGramin Bank, Satna (M.P.)
ShreyasGramin Bank, Aligarh (Uttar Pradesh)
SolapurGramin Bank, Solapur (Maharashtra)
South Malabar Gramin Bank (Kerala)
SurgujaKshetriyaGramin Bank, Ambikapur (Chhattisgarh)
Tripura Gramin Bank, Agartala (Tripura)
TriveniKshetriyaGramin Bank, Orai (Uttar Pradesh)
UtkalGramya Bank, Bolangir (Orissa)
Uttaranchal Gramin Bank, Dehradun (Uttaranchal)
Uttar BangaKshetriyaGramin Bank, Cooch-Bihar (West Bengal)
Uttar Bihar KshetriyaGramin Bank, Muzaffarpur (Bihar)
VananchalGramin Bank, Dhumka (Jharkhand)
VidharbhaKshetriyaGramin Bank, Akola (Maharashtra)
Vidisha-Bhopal KshetriyaGramin Bank, Vidisha (Masdhya Pradesh)
VisveshwarayaGrameen Bank, Mandya (Karnataka)
Wainganga KshetriyaGramin Bank, Chandrapur (Maharashtra)

**SECTION 4
GENERAL CONDITIONS OF THE CONTRACT**

A.			GENERAL OBLIGATIONS
	1.		Works to be carried out
			The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule of works / items/quantities and the bills of quantities shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognised principles.
	2.		Contract Deposit
			The contractor shall furnish Banker's Guarantee's in lieu of contract deposit i.e. Banker's guarantee equal to 5 per cent of contract sum (including contract cost) as security deposit for due fulfillment of contract and certification of the final bill; which will remain with the Corporation till currency of the work and completion of warranty period. The deposit shall be in the form of Bank Guarantee with special adhesive stamp of 0.5% of BG amount 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 completion of warranty period in the proforma given.
	3.		Sufficiency of the tender
			The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.
	4.		Contractor's supervision
			The contractor shall himself supervise the execution of works or shall appoint a competent Supervisor approved by the Corporation to act in his stead. Orders given to the contractor's Supervisor shall be considered to have the same force as if these had been given to the contractor himself.
	5.		Safety provisions
			The contractor shall at his own expenses arrange for the safety precautions or required by the Corporation, in respect of all labour directly or indirectly employed for performance of the works and shall

			<p>provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor.</p> <p>The tenderer shall note that MUNICIPAL COMMISSIONER OF BRIHANMUMBAI shall not be responsible for any mishap or accident to workmen of the contractor or MUNICIPAL CORPORATION OF BRIHANMUMBAI's employee working at site, while performing these jobs and no compensation shall be payable by MUNICIPAL CORPORATION OF BRIHANMUMBAI In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills.</p> <p>The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.</p>
	6.		Contractor's other liabilities
			The contractor shall indemnify & keep indemnified the BMC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever respect of or in relation thereto.
	7.		Details to be confidential
			The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, & shall not publish for disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Department or the CFO. If any disputes arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall referred to the Department whose determination shall be final.
	8.		Order of precedence
			The document forming the contract shall be interpreted in the following order of precedence
			i) Agreement
			ii) Work Order /Letter of Acceptance
			iii) Contractor's Bid
			iv) Contract Data
			v) Conditions of contract including Special Condition of Contract.
			vi) Technical Specifications
			vii) Corrigendum /Addenda, if any
			viii) Priced Bill of Quantities
	9.		Past litigations

			The bidder shall submit details of all past litigations in the contracts he has executed before with Government / Semi-Government Organizations / Public Sector Undertakings, etc. If the same is not disclosed in the tender and subsequently the Corporation comes to know about past litigations of the tenderer, the tender of such tenderers shall be out rightly rejected.
	10		Maintenance and Defects
		1)	Defect liability period
			The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the CFO and defects which may develop or may be noticed before the expiry of the period mentioned from certified date of completion and intimation of which has been sent to the Contractor within seven days of expiry of the said period by letter sent by hand delivery or by registered post.
		2)	Liability for defects or imperfections and rectifications thereof
			If it shall appear to the CFO or to his representative at any time during inspection or testing or during the defects liability period, that any work that has been executed with unsound, imperfect or unskillful workmanship or that any material or article provided by the Contractor for execution of the work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with in contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of notice in writing in that behalf from the CFO forthwith rectify or remove or replace the work so specified in whole or part, as the case may require, or as the case may be, and/or remove the materials or articles so as specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the CFO in his notice aforesaid the CFO may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and cost of the Contractor.
		3)	Liability for damages and risks
			The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that

			<p>payable under the provisions of Workmen's Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the Contractor, the amount which the Commissioner may pay in respect thereof and the amount of any costs or charges(including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the Contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the Contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrance of any such expense shall not be called in question by the Contractor.</p> <p>The Contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period and shall indemnify the MUNICIPAL CORPORATION or the Commissioner against them and make good any such damages, fines and dues arising out of non compliance of any regulation by the Contractor which may develop on the Corporation or the Commissioner.</p>
	11		Certificates and Payments
		1)	No interest for delayed payments due to disputes etc.
			<p>It is agreed that the MUNICIPAL CORPORATION OF BRIHANMUMBAI or it's CFO 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 CFO's or officers' hands owing to dispute or difference or claim or misunderstanding between the MUNICIPAL CORPORATION OF BRIHANMUMBAI or it's CFO 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 BRIHANMUMBAI or it's CFO or officers in making periodical or final payments or in any other respect whatsoever.</p> <p>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.</p>
		2)	Receipts to be signed in firm's name by any one of the partners
			<p>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</p>

			<p>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.</p>
		3)	Overpayment and underpayment
			<p>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/retention money or he shall pay the claim on demand.</p> <p>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.</p> <p>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.</p> <p>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 be binding for any period 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</p>

			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
		4.1	The method and conditions of payment to be made to the Supplier Under Contract are specified hereunder.
		4.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents, submitted, and upon fulfillment of other obligations stipulated in the contract.
		4.3	Payments shall be made promptly within thirty (30) days of submission of an invoice/claim by the Supplier.
		4.4	Payment will be made in the currency or currencies in which the Contract price has been stated in the Supplier's bid as well as in other currencies in which the Supplier had indicated in its bid that it intends to incur expenditures in the performance of the Contract and wishes to be paid.
		4.5	It will be obligatory on the part successful tenderer to get himself registered as BMC's vendor by paying necessary fees to BMC by following due procedure. The payment will be made through S.B.I. by ECS in case of a local bidder and by Letter of Credit in case of Foreign bidder.
		5)	Terms of Payment
		5.1	i The payment of the supplied spare parts will be made within 30 days from the date of satisfactory completion of supply and submission of correct bill..
		5.2	The Contractor shall submit the final bill within 15 days from the date of completion of work. If the contractor fails to submit their bills within 15 days from the date of completion of work penalty or action shown below will be taken for each delayed bill.
		5.3 .1	After 15 days from the date of completion/running bill upto certain date upto next 15 days i.e. upto 30 days
		5.3 .2	Next 15 days upto 45 days from the date of completion running bill upto specified date.
		5.3 .3	If not submitted within 45 days from the date of Completion / running
			Equal to 5% of Bill amount
			Equal to 10% of bill amount
			Bill will not be admitted for payment
12			REMEDIES AND POWER
		1)	Cancellation of contract in full or in part
		a)	If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the CFO; or
		b)	Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the CFO, or
		c)	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 CFO, or
		d)	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
		e)	Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
		f)	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 of 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 tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
		g)	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
		h)	Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
		i)	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.
	2		The Commissioner shall on such cancellation have powers to
		(a)	Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
		(b)	Carry out the work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part the CFO 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 up to the time of cancellation.
			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 CFO 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 CFO shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the CFO 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.
		4)	Force Majeure
			i) Notwithstanding the provisions of above the supplier shall not be liable for forfeiture of its Performance Security/ Contract Deposit, liquidated damages or termination or other failure to perform its obligations under the contract is result of an event of force Majeure.
			ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
			iii) If a force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing , supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	13		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.
	14		Settlement of disputes
		1)	Finality of decision and non-arbitrability.
			If any dispute, difference or claim arises 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 (I), Chief Fire Officer and concerned Chief 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.
		2)	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 % of the gross amount of each bill submitted. Any ex-patriate 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.
	15		Patent rights and Royalties
			The contractor shall indemnify the corporation from all claims and proceedings for or on account of infringement of any patent rights, design trademark or material used for or in connection with the work of any of them and from and against all claims, proceedings, damage, costs, charges and expenses whatsoever, in respect of or in relation thereto.
	16		Contractor's other liabilities and Insurance:
		a)	From commencement to the completion of the works, the contractor shall take full responsibility for the care there of and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal tools and plants from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same so that at the time of completion of works, all Municipal Tools , Plants and Machinery shall be in good order and condition and in conformity in every respect to the requirements of the contract and as per the instructions of the CFO.
			In the event of any loss or damage to the works or any part thereof or to any tool and plant or to any material or article at the site from any of the excepted risk, the following provisions shall have effect :
		b)	The contractor shall, as may be directed in writing by the CFO remove from

				the site any material and so such of the works as shall have been damaged, taking to the Municipal Store such multiple tools and plants articles and / or on materials as may be directed.
			c)	The contractor shall, as may be directed in writing by the CFO, proceed with the erection and completion of the works in accordance with the provisions and conditions of the contract.
			d)	There will be added to the contract sum, the new amount duly ascertained in the same manner as per deviations or as prescribed for payment in respect of the re-execution of the works lost or damaged, the replacement of any tools and plants and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and removed, by the Contractor as provided above of Municipal tools and plants, articles and / or materials to the Municipal Stores and damaged works referred to therein.
			e)	Before commencing execution of the work the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss, injury which may occur to any property (Private, Government and / or Municipal) or to any Person (including any employee of the Municipal Corporation) by or arising out of the contract.
			f)	"All insurances to be effected by the contractors and / or his Sub-Contractors shall be taken out with the Directorate of Insurance, Maharashtra State only". In case, however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, the Contractor will be allowed to have such insurance from any other insurance company with the prior permission of the Commissioner.
			g)	If required by the CFO the Contractor shall, without limiting the obligations and responsibilities under this condition, insure the work (from commencement to completion), the Municipal tools and plants hired by the contractor and all materials at site at their full value against the risk of loss or damage, from whatever cause arising, other than that of the Excepted Risks.
			h)	Where Municipal machineries, building or part thereof, is rented by the Contractor or is allowed to be used by him, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials or combustible nature, as to which, the decision of the CFO shall be final and binding.
			i)	The Contractor shall indemnify and keep indemnified the Municipal Corporation against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

			j)	Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage causes by the Excepted Risks.
	17			Material and Workmanship
		1)		Inspection and approval
				All works embracing more than one process shall be subject to examination & approval at each stage thereof & the tenderer shall give due notice to the Corporation when each is ready. Default of such notice the Corporation shall be entitled to appraise the quality & extent thereof. No work shall be covered up or put out of view without the approval of the Corporation & the tenderer shall afford full opportunity or examination & measurement of any work which is about to be covered up or out of view & for examination of foundation before permanent work is placed thereon.
				The tenderer shall give due notice to the CFO or his authorized representative whenever any such work of foundation is ready for examination & the CFO or his authorized representative shall without unreasonable delay unless he consider it necessary & inform the tenderer in writing accordingly attend for the purpose of examining & measuring such works. In the event of failure of the tenderer to give such notice he shall if required by the CFO or his authorized representative uncover such works at the tenderer's expense.
				Departmental officers concerned with the works shall have powers at any time to inspect & examine any part of the works & the tenderer shall give such facilities as may be required for such inspection & examination.
		2)		Materials
				The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall conform with the specifications laid down in the tender. The successful tenderer shall, if requested by, the CFO or his authorized representative furnish proof to the satisfaction of the CFO or his authorized representative that the materials so comply. The materials used for fabrication like welding rods, plants & angles shall be of best quality & shall be used after prior consult of the site CFO.
				The tenderer shall at his expense and without delay supply to the CFO 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 tenderer in writing inform the tenderer whether the samples are approved by him or not. If the samples are approved the tenderer shall forthwith arrange to supply to the CFO of his authorized representative for approval fresh samples complying with the specifications laid down in the contract.
				All charges on account of terminal or GST, Cess and other duties on material obtained for the works from any source shall be borne by the tenderer.

				The CFO or his authorized representative shall be entitled to have tests carried out for any material supplied by the tenderer other than those for which as stated above, satisfactory proof has already been produced, at the cost of the tenderer and the tenderer shall provide at his expense all facilities which the Corporation may required for this purpose.
				If no tests are specified in the Contract and the Corporation requires such tests, the tenderer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the tenderer 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 tests shall borne by the tenderer in all cases except when otherwise provided.
	18			Grievance Redressal Committee (GRC)
		18.1		If a bidder is not satisfied with the decision of responsiveness /non-responsiveness in packet 'A ,B' or 'C" by the concerned HOD ,he may appeal to DMC (Imp.) by paying fee of Rs. 25,000/- As per circular vide no. DyCHE /CPD/2025/ dt. 01.09.2021

SECTION 5
SPECIAL CONDITIONS OF CONTRACT

SPECIFIC INSTRUCTIONS			
1			The work involves for subject work "Supply of original and genuine Auto spare parts for Ashok Leyland make BSIV 1618 model vehicles as per the specification of Mumbai Fire Brigade' is for supplying various type of spare parts of Ashok Leyland make vehicles.
2			The spare parts supplied by the successful tenderer shall bear the making of the brand of Manufacturer Ashok Leyland. The spare parts shall be sourced from the Manufacturer Ashok Leyland or Authorised dealer /Distributor or Authorized stockiest. of Ashok Leyland or OEM of Ashok Leyland.
3			The department reserves right to reject the material which is other than specified or if it is not supplied in good condition
4			The automobile spares parts of Ashok Leyland required for following Ashok Leyland Model i.e. A/L BSIV 1618 Model vehicles of Mumbai Fire Brigade.
5			The successful tenderer shall have to give free delivery of the automobile spare parts of Ashok Leyland vehicles to the Byculla / Marol auto store within 15 days from the date of placing the order.
6			The tenderer cannot appoint a sub contractor for carrying out the work. The work will have to be carried out by the tenderer.
7			The tenderer shall fill in all the Annexures and sign the same, if the tenderers fails to do so the tender will be rejected.
8			The delivery schedule of the vehicle shall be clearly stated in the tender.
9			The rate quoted by the tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.
10			The schedule of quantities should be completely filled as per the quantity for which tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.
11			The telephone Nos. and names of the responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.
12			In case of any dispute, the decision of Municipal Commissioner shall be taken as final.
13			The Tender copy shall be submitted along with the tender submitted duly signed on each page as a token of acceptance of the terms and conditions.

14			As per prevailing rules, TDS will be deducted at source as per circular no. CA(F)/FI/50 dated 14.05.2020 towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by Chief Accountant's office at Municipal Head Office.
15			The tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.
16			The Municipal Commissioner reserves the right to negotiate the cost with L1 if required. The Municipal Commissioner reserves the rights to reject one or all the quotation without assigning any reason
17			The tenderer must state names and address of all the partners including e-mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.
18			If the Supplier fails to supply any or all of the goods or perform the services within time period (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the Purchaser may consider termination of the contract.
19			The tenderer has to submit an various under takings on Rs. 500/- stamp paper as per annexure and same shall be uploaded with tender.
20			The contract period for the 'Supply of original and genuine Auto spare parts for Ashok Leyland make BSIV 1618 model vehicles as per the specification of Mumbai Fire Brigade' is ONE Year form the date of issuance of Acceptance Letter. The rate quoted by the bidder shall remain valid during the contract period.

S/d. 20.09.2022
Executive Engineer (M&E)
Mumbai Fire Brigade

SECTION 6

'Supply of original and genuine auto spare parts for Ashok Leyland make BSIV 1618 Model vehicles as per the specification of Mumbai Fire Brigade'.

			SCOPE OF WORK
	1.		The work involves for subject work "Supply of original and genuine Auto spare parts for Ashok Leyland make BSIV 1618 model vehicles as per the specification of Mumbai Fire Brigade" is for supplying various type of spare parts of Ashok Leyland make vehicles of Mumbai fire Brigade.
	2.		General requirements:- List of models of Ashok Leyland for which spare parts required. 1] A/L BSIV 1618 Model
	3.		All the spare parts shall be brand new and unused and shall be supplied in original manufacturer packaging.
	4.		Specific Instruction To the tenderer
		4.1	The bidders are requested to refer tender terms & condition, clause of taxes, duties etc. before quoting the rates
		4.2	Rates for each item of supply mentioned in the schedule should be well scrutinized with due consideration before submitting the tender as no variation in rates etc. will be allowed on any ground as mistake or misunderstanding etc. after has been submitted.

S/d. 20.09.2022
Executive Engineer (M&E)
Mumbai Fire Brigade

SECTION 7

TENDER FORM
(To be filled in by the tenderer

To,
The Municipal Commissioner
Municipal Corporation of Brihanmumbai
Municipal Head office building
Mahapalika Marg, Fort
Mumbai 400 001.

Sir,

1. I / We have read and examined the following documents relating to work of _____
_____ ' for Fire Brigade Department.

1	Tender notice	8	Contract Agreement form.
2	Instructions to tenderers	9	Banker's guarantee in lieu of Contract Deposit
3	List of approved banks	10	Annexures appended alongwith
4	General conditions of contract	11	Bill of Quantities
5	Special conditions of contract	12	Corrigenda / Addenda if any.
6	Technical specifications	13	Any such related document
7	Tender Form		

I / We
(name in capital letters starting with surname), the proprietor / managing partner / Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby offer to supply / work of _____

_____ referred to in the specifications and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me / us.

2. I / We hereby tender for execution of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the specifications and other relevant details at the rates entered in the aforesaid bill of quantities.
3. According to your requirements for payment of E.M.D. amounting to Rs. _____ I / We have deposited the amount in D.D. with BMC.
4. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been 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 of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender(subject to condition 5 below)

5. I/ We also agree to keep this tender open for acceptance for a period of _____ from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/ We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
 - (a) I / We fail to keep the tender open as aforesaid
 - (b) I / We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - (c) I/ We do not commence the work on or before the date specified in the work order.
 - (d) I / we do not fulfill the mandatory conditions as stipulated in IT clause 6.
7. I/We _____ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes 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 instructions and directions given in this tender.
8. I / We further agree and undertake that in the event 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 BrihanMumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
9. I/We agree to undertake that I / We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.
10. I / We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

Full name and address with Telephone nos. if any	Yours faithfully, Signature of tenderer
Full names and private residential addresses with telephone nos. of all the partners constituting this firm:	
1.	
2.	
3.	

SECTION 8
CONTRACT AGREEMENT FORM

(The Contract Agreement shall be generally in this form while making contract .The tenderer should sign it for agreeing in principle to the same).

Quotation / Tender No.

Dated :..... 2022-2023

Standing Committee Resolution No.

M.C.'s sanction No.
Contract for

Dated the

CONTRACT AGREEMENT made this day of Two Thousand between

.....
.....

Inhabitants of Mumbai carrying on business at

Mumbai under the name and style of And on behalf of himself / themselves, his / their heirs, executors, administrators and assignees ("thereinafter called the Contractors")' of the one part and Shri The DY. Municipal Commissioner (Imp). In which expression are included unless such inclusion is inconsistent with the context or meaning thereof, include "The Deputy Municipal Commissioner (Imp) his successor or successors for the time being holding, the office of the Deputy Municipal Commissioner of the Second Part and the Municipal Corporation of BrihanMumbai (herein called the Corporation) of the third part, "WHEREAS" The Municipal Commissioner for BrihanMumbai has deputed under Section 56-B of the Mumbai Municipal Corporation Act his powers under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act to the Dy. Municipal Commissioner (Imp) and WHEREAS the Commissioner, in pursuance of the powers vested in him as such Municipal Commissioner, by the Mumbai Municipal Corporation Act and in accordance with the provisions of the said Act, recently advertised notice inviting Tenders for the execution of the work as mentioned above AND WHEREAS the Contractors tendered for the same and his / their Tender was accepted by the Commissioner on the terms and conditions hereafter specified. AND WHEREAS by way of deposit of the sum of Rupees ; as security for the due and faithful performance by the contractors of this contract, the said contractor's hs / have deposited with the Commissioner the face value of Rupees the cash value of which is taken as Rs. Or has / have paid to the Commissioner the sum of Rs in cash and deposited with him public securities of the face value of Rs..... The cash value of which is taken at Rs..... which two sums together amount to the said deposit of Rs Or has / have delivered to the Commissioner the General Undertaking and Guarantee of Bankers from the said contractors for payment inter-alia of the said an amount NOW THESE PRESENTS WITNESS, and it is hereby agreed and declared between and by the parties thereto as follows : -

First -	That this contract shall be deemed to have commenced as from the Day of Two Thousand and shall continue in force (unless previously determined by the Commissioner as herein after mentioned) until the day of Two Thousand and
Second -	If from any cause whatever the contractor/s shall in the opinion of the Engineer has / have been unduly delayed or impounded in the completion of this contract, it shall be lawful for the C.F.O. with the approval of the Commissioner, if he shall so think fit, to grant from time to time and times by a writing under this hand, such extension of time either prospectively or retrospectively, and to assign such other days or day for completion as may seem reasonable to him without thereby prejudicing or in any manner affecting the validity of this contract of the adequacy of the sums or prices therein mentioned and it shall be within the discretion of the Chief Fire Officer with the approval of the Municipal Commissioner to decide whether or not or to what extent, any and every such extension of time shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual and probable loss or injury sustained or sustainable by the Contractor, in the premises. Any extension of time so granted by the C.F.O. shall be held to supersede and substituted for the period specified in the First Clause.
Third -	That the Contractors shall carry out the work as aforesaid within from the date of receipt by him / them of an order from the C.F.O. or by any other officers authorities by him that behalf.
Fourth -	That the Contractors shall during the continuance of this contract, from time to time and at all times as and when the same shall be required by the Chief Fire Officer for the time being hereinafter call the C.F.O. forthwith execute and do or cause to be executed and done, according to the direction and to the entire satisfaction of the C.F.O. or other officer of the Corporation authorized on their behalf any or all the work or works comprised in this contract which the contractor/s may be called upon to do.
Fifth -	That all such works as aforesaid shall be executed by the contractor's at the rates specified in the schedules of prices hereunto annexed.
Sixth -	That the contractor/s shall provide at his/ their own expenses all labour, material implements and machinery necessary and proper for the due performance of the said works and that the workmanship shall be of the best description and the persons employed by the contractor/s and about such work shall be competent and fit for the due execution thereof.
Seventh -	That all material, implements or machinery which may be condemned or rejected by the Engineer or other officer as aforesaid shall be removed by the contractor/s at his/ their own expenses and replaced/repared with others of approved quality within twenty four hours after the receipt by him / them of a notice to that effect, signed by the C.F.O. or other officer as aforesaid.
Eighth -	That all such works as is not in accordance / with the directions of the C.F.O. or other officer as above said or is composed of materials disapproved by him or the

	workmanship whereof disapproved by him, shall be taken down and / removed by the contractor/s as his / their own risk and expense, within twenty four hours and after receipt by him / them of a notice to that effect signed by the C.F.O. or other officer aforesaid and in default of this / their taking down or removing the same, the C.F.O. or the other officer and the cost and expense thereby incurred shall be charged to the contractors.
Ninth -	That all orders of the C.F.O. or other office as aforesaid for the execution of work shall be promptly attended to and executed by the contractor/s and that in case of failure or delay on the part of the contractors/s in attending to or executing the same with due or diligence of the opinion of the C.F.O. or other officer as aforesaid, the C.F.O. or such other officer shall be at liberty to cause such work to be executed by any other person or persons at such rates and prices as the C.F.O. or other officer aforesaid may think proper and the cost thereof and all expenses incurred thereby shall be charged to the contractor.
Explanation -	The works "all expenses incurred thereby" shall include minimum charges of 5 percent in all cases of default which may be raised to a maximum of 15 percent in special cases at the discretion of the Municipal Commissioner.
	And ... (unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.
Tenth -	That in case of any dispute or difference connected with or arising from this contract, the matter shall be referred to the Commissioner for the time being, whose decision shall be final and binding on the contractor/s.
Eleventh -	Every receipt for money which may become payable or for any security which may become transferable to the contractor/s under these presents shall, if signed in the partnership name by any one of the contractors be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractor/s, during the pendency of this contract, it is hereby expressly agreed that every receipt by any of the surviving contractor/s shall if so signed as aforesaid, be a good and sufficient discharges as aforesaid PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which Tenth - The contractor/s shall not without the written permission of the Commissioner sublet this contract , but shall on the contrary give his / their personal presence and supervision to the work and to the execution of orders given by the Engineer or other officer as aforesaid.
Twelfth -	should any work or works under this contract be necessary or desirable to performed or executed for which rates are not quoted in the schedule aforesaid, the price for such work or works shall be fixed in writing between the Engineer or other authorized officer as aforesaid and the contractor/s with the sanction of the Commissioner before the commencement of such work or works. In case of their not being able to agree upon the price of any such work or works, the matter shall

	be referred to the Commissioner whose decision shall be final and binding upon all parties.
Thirteenth –	That the Contractor/s shall on or before the eight day of every month present to the respective department his / their bills in triplicate for all works carried out by him / them under this contract during the preceding month on forms approved of by the Chief Fire Officer of the Municipal Corporation of BrihanMumbai along with the original indent and shall on or before the twelfth day of every month furnish to the said Chief Fire Officer summary of all the bills which the Contractor/s has / have so presented to the different departments, failing which the contractors' will be subject a penalty of Rs. Five for each original bill in respect of which there shall have been delay in rendering the same to the Department to which it is chargeable or respect which there shall I have been delay in supplying the summary to the Chief Fire Officer.
Fourteenth –	That in case of failure on the part of the contractor /s at any time during the continuance of this / their contract to comply with any of the conditions herein contained, or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty (1) absolutely to determine the same by giving to the Contractor/s on month's previous notice in writing of this intention so that do in which case the contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description of the contract which the Corporation may sustain in consequence of such failure or breach or determination of the contract and without prejudice to the generality of the foregoing the said sum of Rs. , deposited as aforesaid shall be absolutely forfeited to the Corporation, as liquidated damage for such failure or breach or determination of this contract and or (2) to inflict on the contractor/s fine of Rs..... for every such failure or neglect or disobedience of orders, such fine or fines being charged to the contractor/s in addition and without prejudice to the other rights of the Corporation under the contract.
Fifteenth -	In the event of the side deposit of Rs..... Having been made by the contractor/s by the contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s. and the contractor/s under any of the provisions of the contract becoming subject to or liable for any penalty or damages forfeited as herein before mentioned then and in any such a case the amount of any such a 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 or forfeiture of deposit shall be exacted or claimable from or against the contract/s under this contract, the contractor/s and the Bankers shall at the expiration of this contract, be freed and released from the obligation of the said General Undertaking and Guarantee in respect of this contract, without prejudice , however, to the continuing liability of the contractor/s 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.
Sixteenth -	That these presented and every clause, matter and this hearing contained shall cease and determine on the day of2013 the Commissioner or Corporation may hereafter have against the legal representative of any Contractor so dying for or in respect of any breach of any of the condition here of. 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 representative of any deceased contractor interest.
Seventeenth -	The contractor/s shall be responsible for all risk to the work, and shall make good to his / their own cost all loss or damage, whether to the works themselves or to any other Municipal properties or to the lives, persons or property of others, from whatsoever cause arising out of or in connection with the work during their progress and in case the Commissioner shall be called upon to make good any such cost, loss or damages, the amount which he may be in respect thereof and the amount or any cost of charges including low costs and charges in connection with legal proceedings or otherwise, which he may incur in reference hereto, shall be charged to the contractor/s . The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage charging to the contractor/s as aforesaid any sum or sums of money, which he may pay and any expenses, whether for reinstatement or otherwise, which he may incur in connection with the any such claim and the property of any such payment, defense or compromise shall not be called in question by the contractor/s.
Eighteenth -	If the contractor/s shall duly and faithfully carry out the provisions of these presents and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. (if he made in cash and / or by the deposit of public securities) shall be returned to the contractor/ s and any balance due to the contractor/s under these presents after crediting him / them with all sums retained under the Thirteenth Clause shall bat the same time be paid to him / them.
Nineteenth -	All charges for the safe custody and withdrawal of and for the collection of interest on any securities deposited as security or purchased as hereinafter mentioned (though the Commissioner shall not be bound to collect any imparts) shall be paid by or charged to the contractor/s or shall be deducted out of any money that may be or become due to the contractor/s under these or any other contract between the contractor/s and the Commissioner and / or the said Corporation. The Commissioner shall not be bound to invest in public securities or otherwise any money in his hands in cash and belonging to the contractor/s on whatsoever account there under, but on the written application of the Contractor/s, he shall so invest such money so far as practicable (as to which the Commissioner shall be the sole Judge) , and the contractor shall pay all charges for commission and

	<p>brokerage incidental to the purchase, safe custody and withdrawal of such a securities and the collection of interest. No interest shall be payable by the Commissioner, any deposit , or other money belonging to the contractor/s on whatsoever account hereunder, which may be or remain in cash in the hands of the Commissioner. In the event of any of the securities held or deposited or purchased under the provision of this contract at any time being Government Promissory Notes, in respect of which any notification shall at any time be issued by the Government notifying that the same will be discharged unless the holder thereof shall consent to the interest due under the same being reduced, the Commissioner shall without the consent of the contractors being entitled to the Tender the said Government Promissory Notes for reduction of interest accordingly and shall not be liable to the Contractor/s any loss or diminution in value occasioned thereby and any bonus or commission which shall be paid by Government in respect of the Notes shall, for the purpose herein be deemed to be interest accrued due on the said securities.</p>
Twentieth -	<p>The Corporation shall have a lien on and over all or any money that may become due and payable to the contractor/s under these presents and / or also on and overall the deposit or security amount or amount made under his contract and which may become repayable to the Contractor/s under the condition in that behalf herein contained. For 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 these or under any other Contractor/s transactions of any other nature whatsoever between the Corporation and the Contractor/s and also for in respect of any Municipal tax or taxes or other money which may become due and payable to the Corporation by the contractor either alone or jointly with another or others under the provisions of the Mumbai Municipal Corporation Act 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 of tax due by the Contractor/s the Corporation shall at all times be entitled to deduct the said debt or sum of tax due by the Contractor/s from the money security or deposit which may become payable or returnable to the contractor/s under these present. Provided, however, that nothing in this clause shall apply to any money due and payable by the Contractor/s in his / their capacity as a trustees either alone or jointly with others. The provision of this condition shall also apply and extend to the Banker's Guarantee, if any , given by the Contractor/s either in addition to or in substitution of the cash or security deposit to be made under his contract.</p>
Twenty first -	<p>The Contractor/s shall not lend or borrow any money to and from any Municipal employee or enter with him directly or indirectly into any monetary transaction.</p>
Twenty second -	<p>The contractor/s shall pay All costs, charges and expenses incurred about this contract, including stamp duty and all other disbursements.</p>
Twenty Third -	<p>The quantities detailed in the schedule are approximate. If more or less quantities</p>

	are actually required on the work, the contractor shall be paid for the same at the rates tendered by him / them in the schedule of rates. The work as actually carried out will be measured and paid for as per the General conditions of the contract.	
Twenty Fourth -	The word ' Municipal Commissioner ' or 'Commissioner' wherever they occur in this Tender or in the contract shall be constructed to mean JT Municipal Commissioner (D.M.)	
Twenty Fifth -	Jurisdiction of Courts: In case of any claim, dispute or difference arising in respect of contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such a claim, dispute or difference shall be instituted in competent with in the City of Mumbai only.	
Twenty sixth -	Payment: The payment of satisfactory work done will be made usually within 30 days from the receipt of the bill, subject to verification as per normal rules. IN WITNESS WHEREOF THE COMMISSIONER has hereunto set his hand, Contractor/s has / have their hereunto set his / their hands and the seal of the Corporation has been hereunto affixed.	
<u>CONTRACT</u> <u>OR</u>		
Signed and delivered by the contractor	Trading under the Name & Style of	
M/S		
In the presence of witness below	Sign of the contractor & Seal	
1		
2		
<p><u>MUNICIPAL CORPORATION OF GREATER MUMBAI</u></p> <p>Signed by the Representative of MUNICIPAL CORPORATION OF BRIHANMUMBAI.</p> <p>Dy. Municipal Commissioner (Imp.) /Addl. M.C. (ES) / M.C.</p> <p>The common seal of the Municipal Corporation of Brihanmumbai Affixed on the Day _____ 201 in the presence of 1. _____ 2. _____</p> <p>Two members of the Standing Committee of The Municipal Corporation of Greater Mumbai.</p>		

Seal of the MUNICIPAL CORPORATION OF BRIHANMUMBAI

Contract examined with the quotation / Tender and the Resolution No. ----- of -----of the Standing Committee etc. and found correct.

Office Superintendent

Municipal Secretary's office

SECTION 9
BANKER'S GUARANTEE IN LIEU OF CONTRACT DEPOSIT FOR WORK

THIS INDENTURE MADE THIS _____ DAY OF ___201___ BETWEEN
THE _____ BANK incorporated
under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter
referred to as `The Banks which expression shall be deemed to include its successors and
assigns) of _____ the _____ first _____ part,

Inhabitants carrying on business at _____

In Mumbai under the style and name of M/S. _____

(hereinafter referred to as "the contractors") of the second part

Shri. _____ the MUNICIPAL COMMISSIONER OF
BRIHANMUMBAI (hereinafter referred to as" The Commissioner " which expression shall be
deemed, also to include his successor or successors for the time being in the said office of
Municipal Commissioner) of the third part and the MUNICIPAL CORPORATION
OF BRIHANMUMBAI (hereinafter referred to as "The Corporation") of the forth part
whereas the contractors have submitted to the Commissioner tender for the execution
work of _____

_____ and the terms of such tender/contract
required that the contractor shall deposit with the Commissioner as earnest money and/or the
security, a sum of Rs. _____ (_____ Rupees
_____) AND

WHEREAS if and when any such tender is accepted by the Commissioner, the
contract to be entered into in furtherance thereof by the contractors will provide that such
deposit shall remain with and be appropriated by Commissioner towards the security deposit
to be taken under the contract and be redeemable by the contractors, if they shall duly and
faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims
properly chargeable against them there under and whereas the contractors are constituents
of the bank and in order to facilitate the keeping of the accounts of the contractors, the
bank with the consent and concurrence of the contractor has requested the Commissioner
to accept the undertaking of the bank hereinafter contained in place of the contractors
depositing with the commissioner the said sum as earnest money and/or the security as
aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such
undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the
premises, the bank as the request of the contractors (hereby testified) UNDERTAKES
WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever
required by him, from time to time, so to do, a sum not exceeding in the whole

Rs. _____ (Rupees _____) under the terms of the said tender and/or the contract the B.G. is valid upto _____. "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter".

IN WITNESS WHEREOF

IN WITNESS WHEREOF

Witness(1)
Name _____

Address _____

The duly constituted Attorney
Manager _____
For _____

the
Bank
& the
said
Messe
r's
(Name
of the
bank)

Witness(2) _____
Name _____

Address _____

Witness
(1) _____

Name _____

For
M/s. _____

Address _____

(Name of the Contractors)

Witness(2) _____
Name _____

Address _____

Have hereunto set their respective hands the day and year first above written.

SECTION 10
ANNEXURE – ‘A 1’

Technical and Infrastructure ability of tenderer

1.	Name of the tenderer's firm/ company	
2.	Whether proprietorship / partnership / Pvt Ltd. / Govt. / Semi Govt. /Undertaking/any other.	
3.	Name of proprietor/partners/directors/ C.E.O. etc.	
4.	Power of Attorney, if any	
5.	Address of the Business with telephone/mobile /Fax Nos./ e mail address	
6.	Address of the works/ factory	
7.	Area of works/Factory	
8.	Line of Business, manufacturers and experience	
9.	Present deployed manpower: Technical Administrative Others	
10.	Name of the Collaborator/principal, address and country of origin	
11.	Address and area of workshop of the collaborator/ principal /agents with M.O.U.	
12.	Name of the Bankers of the tenderer and their full address.	
13.	Latest solvency certificate Bank Amount Date	
14.	Whether the tenderer is in listed the Govt./Semi Govt. Department, if so details of Registration etc.	
15.	Whether the tenderer or his partner or his principal /collaborator have been black listed by any of the Govt. /Semi Govt. department any time.	
16.	No. of similar units supplied by the tenderer with list of customers, year of supply and addresses during last 3 years.	
17.	No. of similar units supplied by the principal/collaborators of the tenderer with list of customers, quantity, year of supply and address during last 3 years.	
18.	Turnover during last 3 years Financial year 2018-19 2019-20 2020-21	

Tenderers signature with stamp/seal

SECTION 11
ANNEXURE – ‘B’
Details of the Collaborator

1.	Name of the company	
2.	Country of origin	
3.	Business address/works address	
4.	Sister concern or tie-up in any other country	
5.	If yes, Names and addresses	
6.	Year of incorporation of parent Co.	
7.	Year since manufacturing of similar units.	
8.	No. of similar units manufactured so far. Please give year wise breakup.	
9.	Manufacturing capacity per year.	
10.	List of customers performance certificates from different users during last 5 years.	
11.	Details of authorized manufacturers/ distributors in India	
12.	Details of after sales service of the manufacturer in India	

Note: The above details should be obtained from the Collaborator duly signed and sealed and attach with the tender.

Tenderers signature with stamp/seal

SECTION 12
ANNEXURE – ‘C’

SR No	TECHNICAL DETAILS	TENDERERS DETAILED COMMENTS
1.	Make	
2.	Model	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

Tenderers signature with stamp/seal

(The tenderer should submit clause wise compliance as per tender specifications)

SECTION 13

ANNEXURE – 'D'

TENTATIVE DELIVERY PERIOD

1.	Supply of Original & Genuine auto spare parts for Ashok Leyland make 1618 BSIV model vehicles as per the specifications of Mumbai Fire Brigade.	15days from date of LOA/PO.
----	--	------------------------------------

Tenderer's signature with stamp /seal

SECTION 14
ANNEXURE 'E'
SCHEDULE OF BILL OF QUANTITY AND RATES

Sub – ‘Supply of original and genuine auto spare parts for Ashok Leyland make BSIV 1618 Model vehicles as per the specification of Mumbai Fire Brigade’.

Sr.no	Part Number	Part Description	Basic	Quantity	Total Cost
1	B3F12201	SA OF FLYWHEEL 380D CL H6 CRS		3	
2	F0741922	GEAR FLYWHEEL RING		3	
3	F0245410	BALL BRG FLYWHEEL H-SERIES-(6203)		3	
4	F7647114	STOPPER BRG		3	
5	X2705100	CRANKSHAFT OIL SEAL REAR METAL OD		2	
6	X2706700	TIMING OIL SEAL METAL OD		2	
7	X2009600	BOOST PRESSURE SENSOR		5	
8	F7A05000	SPIN ON OIL FILTER 80K		18	
9	X2009500	OIL PRESSURE & TEMPERATURE SENSOR		5	
10	X7472800	COOLANT TEMPERATURE SENSOR		5	
11	X2009400	TEMPERATURE SENSOR		5	
12	X3G00111	TRIGGER WHEEL H6 CB18		3	
13	X0705310	CIRCLIP - FIP E2		3	
14	F2749200	O Ring 81.2 x 3.3		3	
15	PL400016	HYD PRESSURE RELIEF VALVE		3	
16	P7Z00013	FUEL METERING UNIT-CB18		3	
17	PF400007	PRESSURE SENSOR-COMMON RAIL		3	
18	B4T05501	WATER PUMP ASSY 105D IMP		2	
19	FH000500	STARTER MOTOR 24V-PRE ENGAGED		2	
20	F0C00100	85A alternator		2	
21	FE900758	BELTFRONT END AUXILIARY DRIVE		5	
22	FJ606600	GASKET EXHAUST MANIFOLD TO TU		3	
23	F9B00100	Gasket-Turbo Outlet To Exh. Elbow		3	
24	F7Y01800	GASKET EGR VALVE ELBOW		3	
25	F6W00268	FAN -55CM DIA-7 BLADE-RING TYPE		2	
26	FFS00800	FAN CLUTCH-55CM DIA-RING-75 DEG		2	
27	F2604200	METACONE MOUNTING		6	
28	FHJ01000	PRE FUEL FILTER ELEMENT BS4		18	
29	FHN00400	MAIN FUEL FILTER BS4		18	
30	B1M04901	CLUTCH COVER ASSY 380D		4	
31	B1M04902	CL DISC 380D DIAPHRAGM 1.5SPL 1.0CM		4	

32	FVB00900	CLUTCH RELEASE BRG ASSY 380D 1.5SPL		3	
33	F3632710	SPRING		3	
34	F4C01900	CLUTCH BOOSTER		2	
35	P9900906	CB KIT HC403-490		3	
36	F2701400	HUB OIL SEAL REAR INNER		10	
37	F2730200	OIL SEAL RA HUB (Outer)		10	
38	F1773400	AXLE PACKING THICK		20	
39	F1721500	GASKET HUB CAP FRONT FA90		20	
40	FA602100	HUB OIL SEAL FRONT FA90/FA99		10	
41	P3616751	BRAKE LINING KIT-17.78CM-FRONT		5	
42	P4200340	STEERING FILTER-ZF		18	
43	P7A00010	S/A OF FILTER		18	
44	B3740301	PENDANT TYPE ELEC ACC PEDAL FLR MTD		2	
45	PN500005	Master Cylinder		3	
46	PN500002	MASTER CYLINDER KIT-IPU		5	
47	PD600677	REPAIR KIT DUAL BRAKE VALVE		3	
48	F8836500	DRYING & DISTRIBUTION UNIT		2	
49	P1023951	GHCV REPAIR KIT -MSP3/93		3	
50	P1024351	RG2 VALVE REP KIT (VOSS) -MSP3/94		3	
51	F8211300	AIR FILTER SAFETY 15 CU.M		18	
52	F8211200	AIR FILTER PRIMARY 15 CU.M		18	
53	F1974750	REDUCER ELBOW HOSE(13.9CM TO 12.6CM)		5	
54	FB500658	Elbow Cobra Hose AIP-13.9Cm		5	
55	F1988450	REDUCER HOSE-12 M BUS		5	
56	FAK00800	HOSECLEANSIDE		5	
57	F8P02350	HOSE - ID 10.16CM		5	
58	F9V01158	CAC INLET HOSE 6.3CM DIA CONV		5	
59	X8H02410	HOSE CLAMP SPRING LOADED T BO		5	
60	F8P04858	CAC INLET PIPE HOSE		5	
61	X0806710	CLIPTC COMPRESSOR OUTLET PIPE		5	
62	F9W00742	PIPECAC TC COMPRESSOR OUTLET		5	
63	X8H02610	HOSE CLAMP SPRING LOADED T BO		5	
64	X8H02410	HOSE CLAMP SPRING LOADED T BO		5	
65	F9V01458	CAC OUTLET HOSE		5	
66	F1976050	HOSE-RADIATOR - H MV 6X6		5	
67	X8H12600	Hose Clamp NORMA TORRO CLAMP		5	
68	F8P01758	RADIATOR HOSE		5	
69	X8H12700	HOSE CLAMP NORMA TORRO CLAMP (50- 70)		5	
70	X8H12600	Hose Clamp NORMA TORRO CLAMP		5	
71	F8P04758	RADIATOR OUTLET PIPE HOSE RA		5	
72	F8P04758	RADIATOR OUTLET PIPE HOSE RA		5	

73	F8P13358	STRAIGHT HOSE RADIATOR PIPIN		5	
74	X8H00619	Hose Clamp NORMA TORRO 3045		5	
75	FCZ02658	HoseDAT TO THREE WAY PIPE		5	
76	F5W00160	PLASTIC DAT- FR FILLING-COMMON		5	
		CGST			
		SGST			
		Total Cost With GST			
(Rs.....)					
.....)Grand total with GST					
(This is only reference purpose. The prices shall be filled on online only inclusive of all taxes and duties.					

**Section 15
Annexure F
Undertaking**

Tender No. _____

**To,
The Municipal Commissioner,
For the Municipal Corporation to Brihanmumbai.**

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 quotation 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 quotation 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 BMC also. Further, we have filled in the accompanying quotation 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 quotation."

"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 quotation is false or incorrect, I/We shall compensate the Municipal Corporation of BrihanMumbai 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.500/- stamp paper duly notarized by Notary with red seal and registration Number.)

SECTION 16
ANNEXURE 'G'
FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----
----day of the -----month of 20---- between Municipal Corporation of
Brihanmumbai acting through Shri -----
(Name and Designation of the officer) (hereinafter referred to as the "BMC" which
expression shall mean and include, unless the context otherwise requires, his
successors in office and assigns) of the First Part and M/s. -----
------(Name of the company) represented by Shri -----
---, Chief Executive Officer / Authorised signatory (Name and Designation of the
officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and
include, unless the context otherwise requires, his successors and permitted assigns
) of the Second Part.

WHEREAS THE BMC invites for the -----

------(Name of the
Stores / Equipment / Service, Tender No. & Date) and the Bidder /Seller is willing to
submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company/
Government Undertaking / Partnership Firm / Ownership Firm / Registered Export
Agency, constituted in accordance with the relevant law in the matter and the BMC is
Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent
and free from any influence / prejudiced dealings prior to, during and subsequent to
the currency of the contract to be entered into with a view to:-

Enabling the BMC to obtain the desired said stores / equipment / services /
works at a competitive price in conformity with the defined specifications by avoiding
the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice
in order to secure the contract by providing assurance to them that their competitors
will also abstain from bribing and other corrupt practices and the BMC will commit to
prevent corruption, in any form, by its officials by following transparent procedures.
In order to achieve these goals, the BMC will appoint an external independent
monitor who will monitor the tender process and execution of the contract for
compliance with the principles mentioned above.

The parties hereto agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF THE BMC

- 1.1 BMC commits itself to take all measures necessary to prevent corruption
and follow the system, that is fair, transparent and free from any influence

/ prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

- 1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 BMC will during tender process treat all bidders with equity and reason. The BMC before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BMC.

- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and if he comes to know of any unethical or illegal practice in BMC
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from or enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the BMC is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

- 4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of BMC for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could

have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

10. The Parties hereby sign this Integrity Pact at -----on-----

	BMC	BIDDER/SELLER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----
	WITNESS-1(BMC)	Witness-1(BIDDER/SELLER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

SECTION 17
ANNEXURE 'H'
(This is a format)

(On Rs.500/- Stamp Paper)

UNDERTAKING CUM INDEMNITY BOND

We (1) Mr. _____ (2) Mr. _____
and (3) Mr. _____ aged (1) _____ yrs, (2) _____ yrs
and (3) _____ yrs respectively; Proprietor / Partners / Directors / Power of Attorney
holder of the firm _____ having its
office at _____
hereby gives an UNDERTAKING CUM INDEMNITY BOND as under :

AND WHEREAS we are registered contractor / s with the Municipal Corporation of
BrihanMumbai and / or (Name of other authority) , having Registration No. _____
valid up to _____.

AND WHEREAS the Municipal Corporation of BrihanMumbai had published the
tender notice for the work of _____ -
_____ in _____ Ward.

AND WHEREAS I / We want to participate in the said Tender procedure, I / We
hereby given an Undertaking – cum – indemnity Bond as hereinafter appearing :-
I / We hereby agree and undertake that my / our Firm is not under any penal action
such as Demotion, Suspension, Blacklisting, De – registration etc. by any
Government, Semi Government and Government Under- takings etc.
I / We hereby further undertake to communicate if my / our Firm comes under any
penal action such as Demotion, Suspension, Blacklisting, De – registration etc. by
any Government, Semi Government and Government Under- takings etc.
I / We hereby further agree and undertake that, at any stage of tendering procedure,
if the said information is found incorrect, it should be lawful for the BMC to forthwith
debar me /us from the tendering procedure and intimate appropriate penal action.
The undertaking – cum – indemnity Bond is binding upon us / our heirs, executors,
administrators and assigns and / or successor and assigns.

Place :

Dated :

Proprietor / Partners / Directors / POA
(Seal of Firm / Co.)

Identified by me,

BEFORE ME,

**SECTION 18
ANNEXURE 'I'
MANUFACTURER'S AUTHORIZATION CERTIFICATE**

To,
Municipal Commissioner,
Municipal Corporation of Brihanmumbai,
Mumbai.

Subject:

Dear sir,

This is to certify that We hereby authorize and confirm that **M/s.** -----
(name of bidder/ manufacturer) , having their registered office at -----
----- to supply Disaster Deployment Kit ----- (make and model of
equipment). Hence we offer our equipment as per above subject tender and
authorize them to quote for the above subject tender.

We also promise to provide all the necessary technical / after sales service and
spare parts support for the equipment supplied through M/s. ----- (name of bidder) for next ten years.

Place :
Signature

Manufacturers Name, company seal and

Date :

Note- 1. This letter of authorization should be on 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. Original letter may be sent.

SECTION 19

ANNEXURE-A

Irrevocable Undertaking
(on Rs. 500/- Stamp Paper)

I Shri / Smt..... aged,.....years.... Indian Inhabitant.
Proprietor / Partner / Director of M/s. resident at
..... do hereby give Irrevocable undertaking as under;

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/ company / other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.