NAVİ MUMBAI MUNICIPAL CORPORATION
CBD BELAPUR, NAVI MUMBAI – 400 614.

FIRE BRIGADE DEPARTMENT

SUPPLY OF RAIN SUITS & GUM BOOTS FOR FIRE BRIGADE DEPARTMENT.

Re-Tender Notice No. : NMMC/Fire/ 04 /2014-15
Name of Work : Supply of Rain suits & Gum boots for fire brigade department.
Date of Sale and Submission : 22/07/2014 to 28/07/2014
(Between 10:00 am. to 3.00 pm.)
Date of opening : 28/07/2014 at 4:00 pm. (if possible)
E.M.D. : Rs.3,000/- (D.D.)
Tender price : Rs.500/- (Non refundable)
**SCHEDULE ‘A’**

1. **Name of Tender**
   - Supply of Duckback brand Rain suits & Gum boots for fire brigade department.

2. **Persons Responsible**
   - Deputy Municipal Commissioner (Fire Brigade)

3. **Eligibility Criteria and Documents Required to Establish Eligibility**

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<tr>
<th>Criteria</th>
<th>Required eligibility</th>
<th>Documents Required to Establish Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Average annual Turn over for last three years</td>
<td>6.00 Lacs.</td>
<td>Audited Financial statements for last 03 years</td>
</tr>
</tbody>
</table>
| b. Experience                                | Engaged in business of supply rain suits & gum boots for at least 3 years | 1) Work in Hand – Annexure 2  
2) Copies of work orders |
| c. Certification                              | Manufacturer /Authorized dealer of reputed manufacturers shall be preferred | Authority certificate of Manufacturers |
| d. Others                                     | Preference will be given to NMMC based contractor | 1) License under Shop & Establishment Act or equivalent  
2) **Special Condition:** Sample is must and to be submitted along with Technical Bid. |

4. **Security Deposit:**

   - **a. Initial Security Deposit**
     - A sum, which along with the Earnest Money already paid, amounts to three percent of the contract sum shall be paid within 15 days after receipt of intimation in writing of acceptance of Tender.

   - **b. Further Security Deposit, to be deducted from Bills**
     - The remaining amount of the Security Deposit i.e. 2% shall be recovered from the Contractor’s running bills at the rate of 5% till full amount is SD recovered.

5. **Type of Contract**
   - Rate Contract

6. **Completion Period**
   - 30 days

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**Signature of Tenderer**  **No. of Correction**  **Signature of NMMC Officer**
1. **Notice Inviting Tenders**

1.1 Sealed Tenders invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation (NMMC) from eligible Tenderers for the proposed work specified in the Schedule ‘A’.

2. **Issue of Tender**

2.1.1 Tender book will be made available at E-tendering cell, Belapur Bhavan, CBD from date of publication of Tender Notice on Newspaper to the Contractors who have enrolled at NMMC E-tendering Cell for work of Tender Amount upto 25 lacs or NMMC Enrolled Contractor may buy tender book from E-tendering website www.nmmctenders.com

2.1.2 For work of tender amount Rs. 25 lacs above, tender book will be issued online though E-tendering Website www.nmmctenders.com to Contractor, who is enrolled with NMMC.

2.2 Price of Blank Tender form cost must be paid in cash in NMMC’s Account Department and Receipt of the same should be given to E-tendering cell.

2.3 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

3. **Language of Tender / Contract**

3.1 The language of the Tender shall be in English / Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.

4. **Clarifications by Tenderer and Pre-Tender Conference**

4.1 A Pre-Tender conference of all intending Tenders will be held at the scheduled date and time indicated in Tender-Notice. Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, Conditions of Contract, etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender Document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.

4.2 The Tenderer should get its doubts cleared during pre-bid meeting only, if provided in the Tender. In case no pre-bid meeting is to be held, the Tenderer should seek clarification of any doubt in writing seven (7) days before the last date for receipt of Tenders.

5. **Validity of Tenderers**

5.1 The Tenders will be valid for a period of 120 days from the date of its opening.

6. **Earnest Money**

6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form a demand draft / pay order in favour of ‘Navi Mumbai Municipal
Corporation’, a fixed deposit with the Corporation or a bank guarantee as per format indicated in Annexure 1. The failure or submission to deposit the Earnest Money shall disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

The tenderer can also deposit EMD through Payment Gateway available at E-tendering Website www.nmmctenders.com. Alternatively The Tenderer can also deposit a Fix EMD at NMMC office which will be credited to his account.

The tenderer should refer user’s guide while depositing EMD though the e-tendering website www.nmmctenders.com.

6.2 If the Corporation accepts the Tender, the Earnest Money shall be appropriated towards Security Deposit payable by the Tenderer in accordance with the Conditions of Contract. Alternatively on payment of the required amount of the Security Deposit and the execution of the Contract Agreement, the Earnest Money shall be returned to the Tenderer.

7. Forfeiture of EMD
7.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a Tender to the Corporation for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

7.2 If the successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, The Earnest Money Deposit will be forfeited by the Corporation.

8. Refund of Earnest Money
8.1 The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Tenderer furnishes the required Initial Security Deposit to the Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Tenders, whichever is earlier.

9. Cost of Tender
9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tendering Process.

10. Eligible Tenderers
10.1 Only those Tenderers who fulfill the eligibility criteria as mentioned in Schedule A of the Tender Notice are eligible to submit their Tenders for this work. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Tenderer.

10.2 The Corporation shall usually hold a Tenderer eligible for the Tender subject to the condition that the price tendered by him together with the value of outstanding work/contracts under execution by him for the Corporation or any other employer shall not be more than four times the value of average
annual turnover of works / contracts executed during the preceding three financial years ending 31st March.

11. **Relationship with Corporator(s)**

11.1 The Tenderer shall not be associated presently or in the past with any of the office bearers of Corporators of Navi Mumbai Municipal Corporation, either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Tenderer shall furnish an affidavit on a Non-Judicial stamp paper of Rs.10/-. If any information so furnished shall be found to be untrue or false, the Tenderer shall be liable to be disqualified and the Earnest Money accompanying such Tender shall stand forfeited to the Corporation. If the Information so furnished shall be found to be untrue or false during the currency of the contract, the Tenderer shall be held to be in default and the Contract if any awarded to it shall be liable to be terminated with its consequences.

12. **Inspection of Site and Sufficiency of Tender :-**

The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications, drawings and conditions and finally arrive at the cost of the Work/Service in the appropriate place. The Tenderer shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works/Services.

Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

13. **Manner of Submission of Tender**

13.1 The Complete Tenders (Estimated amount below Rs. 25 lacs) in the manner specified in the following paragraph will be received in any of the following offices / manner:

a) Hon. Commissioner’s office, 1st floor, Belapur Bhavan;

b) Medical Health Officer’s Office, 8th floor, Belapur Bhavan; and

c) By courier or by mail within specified time, as indicated above.

The tenders estimated cost above Rs. 25 lacs should be submitted online at [www.nmmctenders.com](http://www.nmmctenders.com)

14. **Last Date for Submission**

14.1 Sealed Tenders shall be received at the address specified above not later than the time and date specified in the Tender Notice. In the event that the specified date for the submission of Tender is declared a holiday, the offers will be received up to the appointed time on the next working day.
14.2 The Corporation may, as its discretion, extend this deadline for submission of Tenders by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.

14.3 Any Tender received by the Corporation after the deadline for submission of Tender prescribed by the Corporation, pursuant to the clause above, will be rejected and/or returned unopened to the Tenderer.

15. Modification and Withdrawal of Offers
The Tenderer may modify or withdraw its Tender after its submission, provided that a written notice of modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of Tender. No Tender can be modified by the Tenderer, subsequent to the closing date and time for submission of Tender.

16. Contents
16.1 Tenders are invited in two-envelope system. Both the envelope shall be placed in another envelope. The name of Work/Service and Work No. mentioned in the Tender Notice and the full name and address of the Tenderer shall be clearly written in the bottom left corner of each envelope.

16.2 The two envelopes shall contain the following:
- **Envelope No.1 (Technical Bid):**
  - This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc as mentioned in the Tender notice.
  - a) Undertaking in the form prescribed in **Annexure 1** and duly signed by a person holding a valid Power Of Attorney.
  - b) Work in Hand other than what submitted along with enrollment **Annexure 2**.
  - c) Affidavit (On Rs.100/- Stamp Paper) **Annexure 9**.

17. Important Points to be noted by the Tenderer
- a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left for attestation by the competent authority of the Corporation.
- b) The financial bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work/Service and any claim for extra payment on any such account shall not be entertained.
- c) No alterations or additions anywhere in the Tenderer Document are permitted. If any of these are found, the Tender may be summarily rejected.
- d) In case of a firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with The Tender. The power of attorney shall be signed by all partners.
In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided.

e) All pages and pasted slips should be signed by the Tenderer. Corrections, if any, must be signed

f) No page shall be added or removed from the set of Tender Document.

g) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender will be liable to be rejected. Conditional Tenders will be rejected

18. Corrupt of Fraudulent Practices

18.1 The Corporation requires that the Tenderer under this Tender observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

a) “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official In the procurement process or in contract execution; and

b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition.

18.2 The Corporation 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; The Corporation will deem a firm ineligible, either indefinitely or for a started period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a Contract

19. Manner of Opening of Tender

For the work of Rs. 25 lakhs below, The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorised representatives who choose to remain present

For the Work of Rs. 25 lakhs above, tender will be open online in the presence of Higher Authority of Tender Committee and E-tendering Administrator.

20. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.

21. Preliminary Scrutiny

21.1 The Corporation will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. The Corporation will also determine the substantial responsiveness of the
Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation’s determination of an Tender’s responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

21.2 A Tender determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Corporation may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

22. **Clarification of Offers**
To assist in the scrutiny, evaluation and comparison of Tenders, the Corporation may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier/in person.

23. **Opening of Financial Bids**
The Corporation shall notify the date of opening of the Financial Bids to all the Tenderers. On such notified date, the Envelope No. 2 of only the technically qualifying Tenderers will be opened and the rates in Scheduled ‘B’ or percentage above / below the estimate shall then be read out.

24. **Acceptance of Tender**
24.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner. The Corporation is not bound to accept the lowest or any Tender. The right to split up the Work/Service in two or more parts is reserved by the Corporation and also the right to award the Work/Service to more than one agency is reserved. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

25. **Intimation to Successful Tenderers**
The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening authority or any authority in the Corporation.

26. **Security Deposit / Performance Security**
26.1 Successful Tenderer shall pay a Security Deposit equal to the Amount indicated in the Schedule A of the Detailed Tender Notice as security for due fulfillment of the contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.
26.2 The mode of making this deposit is as under.

a) Initial Security Deposit:
   It is optional to the Tenderer to make the initial Security Deposit in any one of the following ways:
   i. wholly in cash; or
   ii. wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalized/Scheduled Banks in the enclosed format or
   iii. Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank guarantees/fixed deposit from Nationalized/ Scheduled Banks in the enclosed format.

b) Retention Money:

   The remaining amount of the Security Deposit (if applicable as per Schedule A) shall be recovered from the Tenderer’s running bills at the rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed the total amount of security deposit maintained as per the clause 26.1 after which such retention will cease.

27. Execution of Contract Document

27.1 The successful Tenderer after furnishing the Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The proper value at present is Rs.100/- The Agreement should be signed within 15 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

27.2 It shall be incumbent on the successful Tenderer to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

28. Licenses

Wherever relevant, before commencing the Work/Service the successful Tenderer shall be required to produce to the satisfaction of the Corporation a valid Contract Labour License issued in its favour under the provision of the Contract Labour (Regulation and Abolition), Act 1970. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

29. Rights of the Corporation

29.1 The Corporation reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of a Rate Contract, the Corporation does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.

29.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Corporation shall be final and bindings on all Parties.

30. Notice to form Part of Contract

Tender Notice and these instructions shall form part of the Contract.
Annexure –1

UNDERTAKING OF TENDERER
(On a Rs. 100/- Stamp paper)

Having examined the tender documents including all the annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, state that the specifications, conditions, etc of this Tender have been carefully studied and understood by me / us before submitting this Tender. I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / we have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver _____________________________________ (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till __________ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

A demand draft No...............................Dated ...................... from the Nationalised/ Scheduled Bank at.......................................................... in respect of the sum of *Rs................................. is herewith forwarded representing the Earnest Money. I/ we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

Should this Tender be accepted I/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / We undertake to use only the best materials approved by the Municipal Commissioner of N.M.M.C. or his duly authorized representative, before starting the Work and to abide by his decision. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bond to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the ...................... day of ......................... 20

Signature of Tenderer
Address ...........................................................................................................

Signature of Witness
Address .....................................................................................................

Signature of Tenderer     Signature of Authorized Person
Annexure –2
List of Work in Hand as on the date of submission of this Tender

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Order</th>
<th>Name and Address of Customer</th>
<th>Work In Hand</th>
<th>Anticipated Date of Completion</th>
<th>Remark</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tender Cost</td>
<td>Cost of Remaining Work</td>
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<td>1.</td>
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Date: _______
Place: _______

Signature of the Tenderer
Annexure - 9
Affidavit
(On Rs.100/- Stamp Paper)

I/We hereby state that we are aware of the provisions of section 10(1), 10(f) and 10(g) of the BPMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of BPMC Act

10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.
10 (f) "Subject to the provisions of sub-section(2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation”.
10 (g) “Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned”.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrence.

Tenderer ____________________________
Address _____________________________
Date the _______________ day of _________ 20

Signature of Tenderer

Witness_______________________________
Address ______________________________
Date the _________________ day of _______ 20

Signature of Witness
To,
The Municipal Commissioner,
Navi Mumbai Municipal Corporation,

Sir,

As Per Terms & Condition of tender documents, I/We __________________________
Address _______________________________________________________________________

Furnish the following rates for the Supply of rain suits & gum boots for fire brigade dept.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate</th>
<th>Quoted Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>रंग सूट - रंग सूट जूनियर व वेंटसह आटोलाक, PU coated, व्यक्तिगत मापाध्यमाणे</td>
<td>₹145 गग</td>
<td>₹948/- 1,36,880/-</td>
</tr>
<tr>
<td>2</td>
<td>गम बूट - PVC full knee गम बूट, 15.5 इंच, व्यक्तिगत मापाध्यमाणे</td>
<td>₹145 गग</td>
<td>₹748/- 1,08,460/-</td>
</tr>
</tbody>
</table>

Quoted total amount Rs. ----------------------------   In words (Rupees) ----------------------------
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SIGNATURE OF NMMC OFFICER        SIGNATURE OF TENDERER &
&
RUBBER SEAL OF ORGANISATION
CONDITIONS OF CONTRACT

For Quantity Purchase / Rate Contract
Conditions of Contract

1.0 DEFINITIONS:

1) ‘Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with the term “Tenderer” used in the Detailed Tender Notice and shall mean the successful “Tenderer”.

2) ‘Goods’ shall mean the items to be supplied to the Corporation by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.

3) ‘Contract’ shall mean and include the terms and conditions of contract, Letter of acceptance, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the offerer by the Corporation and any other document forming part of the contract.

4) ‘Contract Amount’ shall mean the sum quoted by the Contractor in his offer and accepted by Corporation.

5) ‘Competent officer’ shall mean any officer authorized by the Corporation to act on behalf of the Corporation under this contract.

6) ‘Government’ shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.


8) ‘Municipal Commissioner’ shall mean the Municipal Commissioner of the Corporation, for the time being holding that office and also his successor and shall include any officer authorized by him.

9) ‘Approved’ shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.

10) ‘Specification’ means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists, of the Bureau of Indian Standards shall apply.

11) ‘Tender’ means the Contractor’s priced offer to the Corporation for the supply of the Goods and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.

12) ‘Letter of Acceptance’ means the formal acceptance by the Corporation.

13) ‘Commencement Date’ means the date upon which the Contractor receives the notice to commence the supply of Goods.

14) ‘Time for Completion’ means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.

15) ‘Annexure’ referred to in these conditions shall means the relevant annexure appended to the Contract.

16) “Termination Date” means the date on which the Contract is terminated by way of defaults of either the Corporation or the Operator, or as a result of a Force Measure event, or as indicated in these Conditions of Contract.

17) ‘Annexure’ referred to in these conditions shall means the relevant annexure appended to the Contract.
2. **Singular and Plural:**
Where the context so requires, words importing the singular shall also mean the plural and vice versa.

3. **Gender:**
Words importing the masculine gender shall also include the feminine gender.

4. **PARTIES TO THE CONTRACT:**
The parties to the contract shall be the Contractor, whose offer is accepted by the Corporation and the Corporation.
The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Corporation may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and/or the firm liable for all costs and damages for such termination.

5. **CONTRACT DOCUMENTS:**
The several Contract documents forming the Contract shall be taken as mutually explain to of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:
   i) The Contract Agreement
   ii) Minutes of pre-bid meetings, clarifications.
   iii) The Conditions of Contract
   iv) Detailed Tender Notice.
   v) Letter of Acceptance.
   vi) Any other correspondence exchanged between the parties in connection with the contract.
   vii) The Contractor’s Offer

6. **Quantity of Goods**
   6.1 The Quantity and place where the goods are to be supplied shall be as indicated in the **Annexure 1**. The Goods shall conform to the specifications and drawings attached with this Contract.

   6.2 The Quantity for which orders can be placed is liable to change. The Corporation provides no assurance & takes no responsibility as to the quantity for which orders shall be placed with the Contractor.
The Goods can be ordered by any of the authorities who are authorized by the Corporation to place orders against this Contract. This may include any of the officers of the Corporation or any of the contractors to whom the Corporation has entered into a contract.
The goods would be required to be supplied anywhere within the Municipal Limits of Navi Mumbai.
The rate will be valid for a period of 1 year from the date of letter of Acceptance
7. **Transportation:**

The Goods shall be delivered at location indicated and shall include loading, unloading and transportation. The Goods damaged during transportation will have to be replaced at Contractors cost.

8. **Quality of Goods:**

All Goods to be supplied by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Competent Authority that the materials so comply. The Goods supplied under the Contract must be of the highest quality and standard.

9. **Inspection:**

The Contractor shall provide an inspection report/ certificate that the material confirms to all specification contained in the Contract. The Competent Authority will carry out inspection of the Goods supplied to confirm their conformity to the Contract specification.

The Competent Authority shall be entitled at any time to inspect and examine any Goods intended to be supplied either at the factory, godown or at any place(s) where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the Goods supplied by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Corporation. In case of default on the part of the Contractor in removing the rejected materials, the Competent Authority shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

10. **Installation and Commissioning:**

Where required to do so, the Contractor shall be responsible for installation of the Goods at site and for making them fully operational within 1 week of receiving the approval of the Competent Authority. The Contractor shall, in the presence of the Competent Authority, conduct acceptance tests. The tests will demonstrate satisfactory installation and commissioning and trouble free operation for ten consecutive days apart from physical verification and testing. No additional charges shall be payable by the Contractor for carrying out these acceptance tests.

11. **Warranty:**

The Contractor shall be fully responsible for the warranty for the period of one year for all the Goods supplied against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Contractor or any defect that may develop under normal use of supplied Goods during the warranty period.
12. **Liquidated Damages for delayed supply:**

The time allowed for supply of the Goods as specified in the Contract documents shall be the essence of the Contract.

If the Contractor fails to deliver any or all of the Goods or does not perform the Services within the time period specified in the Contract, the Corporation shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered Goods for each week or part thereof during which the delivery of such Goods may be delayed subject to a maximum limit of 10 percent of the stipulated price of the Goods so undelivered. Once the maximum of the damages above is reached, the Corporation may consider termination of the Contract.

13. **Risk purchase:**

In case the Contractor fails to deliver the quantity as stipulated in the delivery schedule, the Corporation reserves the right to procure the same or similar Goods from alternate sources at the risk, cost and responsibility of the Contractor.

14. **Imposition of fines / penalty:**

The Contractor shall be liable for the penalties for deficiency in the Goods / services as indicated in Special Condition of contract for Annual Operation & Maintenance-Penalty Clause.

15. **Payments Terms:**

Usually 90% of the payment towards the Goods will be made by the Corporation directly to the Contractor within 30 days from the date of receipt of Goods and satisfactory Acceptance Tests. Where specified in the Tender documents, suitable Performance Security for the warranty period shall have to be provided before the balance payment is released.

16. **Payments:**

The rates quoted shall be inclusive of work contract tax, Sales Tax, Cess, Octroi or any other duty or taxes levied by the Central or State Govt. or a Local Body. The rates shall be firm and fixed and shall not be subject to any change, variations, on any other condition whatsoever nature and shall hold well till completion of supply of the Goods.

Bills for Goods supplied under this contract shall be prepared in duplicate by the Contractor immediately after the Goods have been supplied tested and accepted by the Competent Authority. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor.

It may be noted that under the provisions of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. Similarly, under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct Turnover Tax at source at the rates prevailing at the time of payments. The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
17. **Assignment of Contract, Alternation in firm:**

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior consent of the Municipal Commissioner. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.

No change in the Contractor’s firm either by death, retirement or addition of new partners shall vitiate or effect his agreement but the Contractor’s / partner’s heirs assigns successors of the firm for the time being shall be absolutely bound by the terms hereof.

18. **Indemnity:**

The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

i. Payment of Wages Act, 1936;
ii. Minimum Wages Act, 1948;
iii. Employers Liability Act, 1938;
iv. The Workmen’s Compensation Act, 1923;
v. Industrial Dispute Act, 1947;
vi. Indian Factories Act, 1948; and
vii. Maternity Benefit Act, 1961

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Services, whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Corporation, their agents or servants, and also against all costs, charges and expenses of any suit, actions or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

The Contractor shall indemnify, protect and save the Corporation against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

19. **Corrupt or Fraudulent Practices:**

The Corporation requires the contractors under this tender to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:
a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;

The Corporation will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for the contract in question; The Corporation will hold the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

20. Termination / Suspension of Contract:
The Corporation shall be at liberty at any time to suspend temporarily this contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Goods, insufficient service or misconduct of the Contractor as to which the decision of the Corporation shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

a) In the opinion of the Corporation, the Contractor has repudiated the Contract,
b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the Goods or provide Services within the time stipulated for completion;
(c) Despite previous warning from the Corporation, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
(d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
(e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
(f) If the Contractor is in breach of any law or statute governing the Services;
(g) The Contractor, in the judgement of the Corporation has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
(h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
(i) The Contractor becomes insolvent;
(j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
(k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
(l) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation.

21. **Termination without assigning any reasons:**

It shall also be lawful for the Corporation to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Corporation for such termination,

22. **Consequences of Termination:**

Any such termination shall be without prejudice to any other right of the Corporation under the Contract.

23. **Contractor’s right to terminate:**

If the Contractor decides to terminate the contract before the end of contract period, the Contractor has to give an advance intimation of at least 3 months. If the Contractor terminates the agreement without prior notice of 3 months, then the entire security deposit will be forfeited.

24. **Security Deposit:**

The Security Deposit for an amount of 10% of the Contract value, valid for 1 year after the date of supply of goods shall be required to be provided by the Contractor.

It is optional to the contractor to make the Security Deposit in one of the other of the following ways

i) Wholly in cash or.

ii) Wholly in form of National saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format.

iii) Partly in cash and partly in form of National saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format

25. **Forfeiture of Security Deposit:**

If during the term of this Contract the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due to it, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

Nothing herein mentioned shall debar the Corporation from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit.
26. **Return of Security Deposit:**

The Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Corporation. The Security Deposit shall be returned to the Contractor by the Corporation within 3 months following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Corporation on the Contractor.

27. **Confidentiality:**

The Contractor shall cause the persons related to the Contractor not to, without the prior written consent of the Corporation, at any time divulge or disclose to any person or use for any purpose unconnected with the services, proprietary knowledge obtained while delivering Goods and services under this Contract.

The Operator shall, whenever required, take necessary steps to ensure that all persons employed by it, under this Contract, comply with the India Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

28. **Disputes & Arbitration:**

The Corporation and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that can not be resolved the same shall be referred to the sole arbitration of the Municipal Commissioner and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Municipal Commissioner who is willing to act as such Arbitrator. It is also a term of this Contract that no Person other than a Person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator.

As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment there of and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

29. **Mode of serving Notice:**

Communications between Parties which are referred to in the Contract, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority.

If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.
30. **Publicity:**

Any publicity by the Contractor in which the name of the Corporation is to be used should be done only with the explicit written permission of the Corporation.

31. **Governing language:**

Governing language for the entire contract and communication thereof shall be in English or Marathi only.

32. **Law:**

The contract shall be governed and construed in accordance with the law in India.

33. **Legal Jurisdiction:**

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except principal Court of Ordinary Civil Jurisdiction at Navi Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

34. **Stamp duty:**

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

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**Signature of NMMC Officer**

**Signature of Tenderer**

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**Rubber Seal of Organisation**