

BRIHAMMUMBAI MAHANAGARPALIKA

The Assistant Commissioner M/West ward office Building,
Sharadbhau Acharya Marg Chembur (E) Mumbai-400071.

No. AE/SWM/MW/Q-7 Dt.27.11.2025

Quotation Notice

The Brihanmumbai Municipal Corporation invites sealed quotation from municipal vendors for the following works.

Quotation No.	Name of the Work	E.M.D. (Rs)	Due Date & Time	Date of Opening & Time
Q – 7	Temporary Arrangement of lighting , PA system, Fire equipments and other necessary items at Dr. Babasaheb Ambedkar Garden in M/W Ward Chembur	Rs. 2000/-	01.12.2025 upto 3.00 PM	01.12.2025 after 3.00 PM

Eligibility Criteria:- The firms dealing in this kind of works. Vendor registration of BMC is mandatory for intending quotationers. The blank quotation forms are available at cost of Scrutiny fee Rs.363/-+18% GST (to be paid after scrutiny) at the office of **The Assistant Commissioner M/West ward office Building, Sharadbhau Acharya Marg Chembur (E) Mumbai-400071** between 11.00 am to 03.00 pm on any working days from 27.11.2025 to 01.12.2025 except Saturday, Sunday and Public Holidays. The quotation forms will not be issued or received by post.The Quotations received after this hour and date will not be opened. Telegraphic quotations will not be accepted under any circumstances. The earnest money deposit e-challan should be collected from the at Sub Engineer (Electric), M/WEST Ward above address & should be paid at BMC's citizens Facilitation (CFC) in any ward office. Contracting firms registered with Brihanmumbai Mahanagarpalika who have paid the standing deposit for requisite class and category registration need not pay a separate Earnest Money deposit quotations.

Xerox copy of receipt of EMD paid at CFC shall be submitted physically in separate envelope in this office before the prescribed time for opening the quotation.

Sd/-

Assistant Engineer (SWM) M/W Ward

- Scrutiny Fee:-Rs.363/- +18% GST

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGAMENT DEPARTMENT M WEST WARD

No. AE/SWM/MW/Q-7 Dt.27.11.2025

Office of
Assistant Commissioner
M/West ward
M ward office Building,
Sharadbhau Acharya Marg
Chembur (E) Mumbai-400071
Ph. No. 022-2522500
Extn.-139
Fax-022-25270148
Email:-
ae01swm.mw@mcgm.gov.in

QUOTATION NOTICE

Due Date – 01.12.2025

Time – 03.00PM

1. Sealed quotations are invited for the work of **Temporary Arrangment of lighting , PA system, Fire equipments and other necessary items at Dr. Babasaheb Ambedkar Garden in M/W Ward Chembur** as per attached terms, conditions, specifications and schedule of Quantities.
2. The quotations shall be enclosed in lacquer sealed / tape sealed envelope, addressed to the Municipal Commissioner of Greater Mumbai and super scribed by as quotation for the work of as mentioned above and delivered at the following address **Office of Assistant Commissioner M/West ward, M ward office Building, Sharadbhau Acharya Marg, Chembur (E) Mumbai-400071** on or before **Due Date** not later than 3.00 p.m. Quotations received after this hour and date shall be returned unopened to the quotationer. Telegraphic quotations will not be accepted under any circumstances. The quotations will be opened on the same day after 4.00 p.m.
3. All quotationer are required to pay the EMD of **Rs. 2000/-** by the way of challan issued by this department and shall submit the receipt of the same

with filled quotation form. **The EMD can be accepted at any of the CFC centers in BMC Ward Offices also.** The quotationer shall submit such DD/EMD receipt physically in separate envelope at the prescribed time for opening of the Quotation. Failing this, the quotationer shall be treated as non responsive& his sealed Quotation Packet won't be opened. Quotationer has to be registered with Account officer, (CPD), C.A. (CPD) Dept , BMC, Central Purchasing Department, Bakri Adda, N.M. Joshi Marg Byculla (West), Mumbai 400011, contact No. 022 23083161/62/63,extension No.235, email- ao.cpd@mcgm.gov.in / ao.cs@mcgm.gov.in for any queries related to vendor registration. The quotationer having standing deposits with BMC adequate for the purpose shall not required to submit fresh EMD for this quotation, but the duly attested copy of standing deposits certificate should be submitted in separate envelope before the prescribed time or opening of the Quotation.

4. Refund of EMD: After opening Quotation of the subjected Work, the Earnest Money Deposit will be returned only to the Bidders as per the table below:

Ranking of Responsive Bidders after opening Quotation/ Tender	Conditions for refund of EMD & Additional SD
L2 Onwards...	Immediately after opening Quotation/Tender of subjected Work without letter of request for refund of EMD
L1	The Bid Security/EMD of the L1 bidder will be discharged after the bidder has signed the agreement and furnished the required security deposits.

- i. No interest will be paid on any EMD deposit.
- ii. In case the successful bidder becomes non responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L2 bidder is agree to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e.15 days, the department will process further as per normal procedure.

5. The rates quoted shall be firm and no variation will be allowed subsequently on any account.

6. Tax: The tenderer shall quote inclusive of all taxes other than GST **(Excluding GST)**, Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

7. Delivery: The quotation shall include free delivery at site. The material delivered shall be accompanied with authorized weighment slip if the supply is in the weight measure.

8. Delivery Completion period: Supply of the required items should be done by successful lowest bidder within **15 days** after the receipt of work order.

9. Validity of the Quotation: The quotation shall remain firm and valid at last for 30/90/120/180 days from the date of its opening. The Quotationer shall not withdraw his offer within validity period. If he does so, the Earnest Money Deposit paid will be absolutely forfeited to the corporation.

10. Payment: As per the Municipal Procedure, the payment of work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules **following due BMC procedure.** In case of supply of any articles the payments will be made within 30 days from the receipt of the bill subject to satisfactory test of the articles and its installation, if any by ECS/NEFT/RTGS/CBS.

11. The Municipal Commissioner does not bind himself to accept the lowest or any quotations. In case of any dispute, Municipal Commissioner's decision shall be final and binding on the quotationer. The Municipal Commissioner also reserves the right to split the quantity between two or more quotationers.

12. Security Deposit / Contract Deposit:

The contractor shall pay Contract deposit **equal to five percent (2 %)** of the contract sum within 30 days from the issue of work order as security for due fulfillment of the contract which will remain with the Corporation till physical completion of the work, certification of the final bill & defect liability period (1 Year) whichever is later.

The mode of making this deposit is as under

i) Wholly in cash or;

ii) By way of general undertaking and guarantee with 0.5% stamp duty as per stamp duty act 1958 issued on behalf of the contractors by the banks on the approved list of the Municipal Corporation, provided the banker's guarantee is renewed as required and / or directed from time to time so as to cover the entire period of contract including the extended period, till physical completion of the work, certification of the final bill and defect liability period 1(one) year whichever is later.

The format is enclosed at **Annexure A.**

iii) Or by way of Public securities /National saving certificates duly endorsed in BMC.'s favor and payment of service charges.

13. The successful bidder will have to pay for preparing contracts documents, stamp duty on contract. For the successful contractor as per the provision made in article 63 schedule 1 of Bombay stamp act 1958 stamp duty is payable for “ Works contract ” as under,

Contract cost does not exceed Rs 10,00,000/- : Rs 500/- Stamp Duty.

14. Signing Contract:

The successful bidder shall be required to execute the contract within one month of receipt of Purchase Order, failing which will be resulted in forfeiture of EMD as per due procedure.

15. Guarantee:

The successful quotationer shall have to furnish a free maintenance guarantee (on the municipal prescribed form affixed with special adhesive stamp of ` 100/- thereon) for 12 calendar months from the date of supply, commissioning or completion of the work for any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the contractors, they will rectify the same free of cost.

16. PAN Document: Quotationer shall submit certified Xerox copy of PAN document with original photograph attested by notary or the officer of rank of not less than Asstt. Engineers of BMC.

17. Penalty: The clauses for delay in Supply, installation, commissioning & maintenance, etc. during contract period are as follows:

TABLE No.-1

Sr. No.	Activity	Rate
1	Service	Successful quotationer has to complete the SITC work in 15 Days after the receipt of LOA (Letter of Acceptance). Thereafter, a penalty of 0.5% per week will be imposed on contractor.

18. Replacement of Rejected Material: All substandard material will be rejected and the rejected material will have to be replaced at his own risk and cost & consequence by the supplier within six days from date of intimation to the supplier. If the rejected material is not replaced by material of approved quality within a foresaid period, action deem fit will be taken against him.

19. The Quotationer shall give the undertaking in the subjoined form.

20. The Quotationer shall invariably submit this Quotation Notice form together with the Specifications, Schedule of Quantities and Rates duly filled in and signed. Any irregularity in this respect may render the quotation liable for rejection.

21. 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/partner closely related to each other such as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother sister shall not tender separately under different names for the same contract/quotation.

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

b) If it is found that closely related persons as in Clause 16 have submitted separate tenders/quotations under different names of firms/establishment but with common address for such establishments/firms and/or if such establishments firms, though they have different addresses are managed or governed by the same person/persons jointly or severally, such tenders/quotationers shall be liable of action as in clause No.21 (a) including similar action against the firms/establishments concerned.

c) If after award of contract it is found that the accepted tender violated any of the clauses 21, 21 (a) or 21 (b) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms/establishments.

22. The payment through ECS /RTGS /NEFT /CBS will be made in Contractor's/Supplier's Accounts in the bank. The Contractor/Supplier shall, therefore, state the name of Bank, Branch, and Account No. on the bill & Quotation form or submit ECS form duly verified by their Banker.

~~**23.** Quotationer shall attach Xerox copy of Registration Certificate under B.S.T Act, 1959.~~

24. The lowest successful Quotation shall submit affidavit @best price on Rs 500/- stamp paper duly notarized by Notary with red seal and registration No. as per Annexure B.

25. The lowest successful Quotationer shall submit undertaking cum Indemnity Bond on Rs. 500/- stamp paper duly notarized by Notary with red seal & registration No. as per Annexure C.

26.As per the Circular u/No. CA/FRG/03 dtd. 11.05.2023,The Scrutiny fees amounting to Rs.363/- 18% (GST) will be deducted from the EMD paid by bidders with prior consent from prospective bidders or bidders can pay the separate challan for the scrutiny fess with due BMC Procedure.

27. The successive lowest quotationer shall pay the Legal Charges +Stationary charges as per the legal department circular u/No.26206 dtd.31.08.2023.

अनु क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार
०१	रु.५०,०००/-	निरंक
०२	रु.५०,००१ ते रु.१,००,००,०००	कंत्राट किंमतीच्या ०.१०% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर (किमान रु.१०००/- अधिक वस्तू व सेवाकर आणि कमाल रु.१०,०००/- अधिक वस्तू व सेवाकर)
०३	रु.१,००,००,००१ ते रु.१०,००,००,०००/-	रु.१,००,००,०००/- पर्यंतच्या कंत्राट किंमतीसाठी रु.१०,०००/- अधिक रु.१,००,००,०००/- पेक्षा जास्त रकमेवर ०.०५% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर
०४	रु.१०,००,००,००१/- ते ते पुढील कंत्राट किंमतीसाठी	रु.१०,००,००,०००/- पर्यंतच्या कंत्राट किंमतीसाठी रु.५५,०००/-पेक्षा जास्त रकमेवर ०.०१% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर

Sd/-
Assistant Engineer (SWM)
M West Ward

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGAMENT DEPARTMENT M WEST WARD

Sub: Temporary Arrangment of lighting , PA system, Fire equipments and other necessary items at Dr. Babasaheb Ambedkar Garden in M/W Ward Chembur.

Specification & Scope of Work –

- The successful quotationer has to provide the various systems such as PA system, Fire equipments and other accessories as mentioned in quotation notice on rental basis.
- This department will not provide any additional cost other than the cost quoted in the quotation notice.

➤ **Terms & Conditions :-**

1. The quotationer should visit office of Assistant Commissioner M/West ward on the following address and get well acquainted with scope of work.

**M ward office Building,
Sharadbhau Acharya Marg
Chembur (E) Mumbai-400071**

2. The entire work will be treated as a single job. There will not be any splitting of work. The entire work will be allotted to the lowest successful bidder.
3. This department will not provide any additional cost besides the cost quoted in the quotation submitted by the bidder.
4. The work is to be executed at address mentioned above as intimated by this office.
5. The Quotationer has to be registered with AO (CPD) department of BMC for vendor registration number. The Quotationer is requested to contact for the same on following address

Accounts Officer (CPD) , CA (CPD) Department, BMC
Central Purchase Department, Bakri Adda,
N.M. Joshi Marg, Byculla, Mumbai-01.

Tel – 022 2308 3161 /62/63

E-mail id - ao.cs@mcgm.gov.in /ao.cpa@mcgm.gov.in

6. The quotationer is requested to read carefully all the instructions before filling the quotation form.
7. The successful quotationer must submit an affidavit for Best Price on Rs 500/- Stamp Paper & Indemnity Bond on Rs 500/- Stamp Papers duly notarized as per attached Annexure B & C respectively with Quotation form.
8. The successful contractor is entitled to execute the written contract agreement as per BMC procedures along with applicable stamp duty, if applicable as per due BMC procedure.

➤ **Important Terms :-**

1. Quotationer shall read the mandatory condition, General condition, Technical condition, Specifications, Specific instructions carefully before submitting Quotation.
2. Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the scope /quantum of the work or if no work is awarded at all.
3. Municipal Commissioner Reserves the rights to reject any quotation or all quotations without assigning any reason therefore .Municipal Commissioner reserves the rights to negotiate with the lowest bidder.

Sd/-
Assistant Engineer (SWM)
M west Ward

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGAMENT DEPARTMENT M WEST WARD
BILL OF QUANTITY

Sub: Temporary Arrangement of lighting , PA system, Fire equipments and other necessary items at Dr. Babasaheb Ambedkar Garden in M/W Ward Chembur.

Sr. No.	Description of work	Qty	Unit	Rate Per Unit in Rs.	Total Amount in Rs.
1	Temporary Arrangement of lighting , PA system, Fire equipments and other necessary items at Dr. Babasaheb Ambedkar Garden in M/W Ward Chembur	1	Job		
Total in Rs.(Excluding of GST)					
In words: Rs. _____					only

Quotationer's Full Address :

Telephone No :

Email Id :

Vendor No :

Quotationer's Signature
Trading under the name style
of

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, and Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

To,
Municipal Commissioner,
Municipal Corporation of Greater Mumbai,
MahapalikaMarg,
Mumbai-400 001.

Sir,

I / We have read all the Terms and Conditions as stipulated in the above
Quotation

Notice and accept the same.

Yours faithfully,
(Quotationer's signature)
Address, Office Stamp &
Telephone No. Email id-

ANNEXURE 'A'

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGAMENT DEPARTMENT M WEST WARD

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 GREATER
MUMBAI (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 GREATER MUMBAI (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
` _____ (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 ` _____`

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 the Bank & the said

Witness(1)

Name _____

The _____ duly

Address_____

constituted

Attorney

Manager_____

For_____

Witness(2)_____

Name_____

Address_____

Messer's (Name of the bank)

Witness

(1)

Name

For M/s._____

(Name of the Contractors)

Address

Witness

(2) _____

Name _____

Address _____

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

ANNEXURE 'B'

**BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGAMENT DEPARTMENT M WEST WARD**

AFFIDAVIT FOR BEST PRICE

Quotation No. : _____(To be submitted along with Quotation)

To,
The Municipal Commissioner,
For the Brihanmumbai Municipal Corporation

Sir,
Quotation No. _____
"I/We _____(full name in capital

letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named
herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishments/firm or otherwise, nor are we in any way related or concerned with any establishments/firm or any other person, who have filled in the tender for the aforesaid work". "I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product/similar product/systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt./Semi Govt. Agencies and within BMC. also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We, further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Corporation, in any manner and will not raise 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, difference in Dollar value of Rupee, 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/difference has arisen. In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of Deposit & blacklisting will be taken against me/us. TENDERER'S FULL SIGNATURE WITH FULL NAME & RUBBER STAMP
(Note: This affidavit should be given on Rs.200/- Stamp paper duly notarized by Notary with red seal and registration Number)

ANNEXURE 'C'
BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGEMENT DEPARTMENT M WEST WARD
DECLARATION CUM-INDEMNITY BOND

To,
The Municipal Commissioner,
For the Brihanmumbai Municipal Corporation
Sir,

I, _____ of _____, do hereby
declared and undertake as under:

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and / or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and / or Government Undertaking.
- 3) I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge/damages/compensation for non-availability of site for the contract work at any time.
- 6) I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and / or as the case may be shall be paid immediately by me / Company to the satisfaction of the BMC.

Dated _____ day of _____, 20____

Identified by me

Before me

Advocate

(Note: This affidavit should be given on Rs. 500/- Stamp paper duly notarized by Notary with red seal and registration Number)

ANNEXURE 'E'

AGREEMENT FORM

Quotation / Tender_____dated_____

Education / Standing Committee Resolution

No._____

M.C.'s Sanction No._____

Dated the _____20_____

Contract for the work of

_____ ARTICLES OF AGREEMENT

made this _____ day of _____ Two Thousand
_____ between

inhabitants of Mumbai carrying on business at

in Mumbai under the name and style of _____ for and on behalf

of himself/themselves, his/their heirs, executors, administrators and assigns
(hereinafter called "The Contractors"), of the one part and _____.

The Deputy Municipal Commissioner/The Director (Engineering Services &
Projects), (hereinafter called "The Deputy Commissioner/The Director) in which
expression are included, unless such inclusion is inconsistent with the context
or meaning thereof, include 'The Deputy Municipal Commissioner/The Director
his successor or successors for the time being holding the office of the Deputy
Municipal Commissioner/The Director of the second Part and the
BRIHANMUMBAI MUNICIPAL CORPORATION (herein called the Corporation)

of the Third Part "WHEREAS". The Municipal Commissioner of Greater Mumbai has deputed under Section 56 & 56B of the Mumbai Municipal Corporation Act his powers under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act to the Deputy Municipal Commissioner (I) 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 Tender/s 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 herein after specified. AND WHEREAS by way of deposit of the sum of Rs._____ as Security for the due and faithful performance by the Contractor/s of this contract, the said Contractor/s has/have paid to the Commissioner the said amount in cash or has/have deposited with the Commissioner Public Securities of the face value of Rs._____ the cash value of which is taken at Rs._____ or his/have paid to the Commissioner the sum of Rs._____ in cash and deposited with him Public Securities of the face value of Rs._____ or has/have delivered to the Commissioner the General undertaking and Guarantee of _____ Bankers for 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:

- 1) 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 hereinafter mentioned) until the _____ day of _____ Two thousand _____.
- 2) 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 Contact, it shall be lawful for the Engineer with the approval of

the Commissioner, if shall so think fit, to grant, from time to time and any time or times by a writing under his hand, such extension of time either prospectively or retrospectively and to assign such other day or days 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 Engineer 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 Engineer shall be held to supercede and substituted for the period specified in the First Clause.

- 3) That the Contractor/s shall carry out the work as aforesaid within _____calendar months from the date of receipt by them of an order in writing from the Engineer or by any other officers authorized by him in that behalf.
- 4) That the Contractor/s 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 Engineer of the Municipal Corporation for the being hereinafter called the Engineer of the forthwith executed and do or cause to be executed and done, according to the direction and to the entire satisfaction of the Engineer 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 called upon to do.
- 5) That all such works as aforesaid shall be executed by the contractor's at the rates specified in the schedule of prices hereunto annexed.
- 6) That the contractor/s shall provide at his/ their own expenses all Labour, materials, implements and things 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 in and about such work shall be competent and fit for the due execution thereof.

- 7) That the materials, implements or things 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 with others of approved quality within twenty four hours after the receipt by him/ them of a notice to that effect signed by the Engineer or other officer as aforesaid.
- 8) That all such work as is not in accordance / with the directions of the Engineer or other officer as aforesaid, or is composed of materials disapproved by him, shall be taken down and removed by the Contractor/s at his/ her own risk and expense, within twenty-four hours after receipt by him/ them of a notice to that effect signed by the Engineer or other officer aforesaid, and in default of his/ their taking down or removing the same, the Engineer or the other officer aforesaid shall be at liberty at the risk and expense of the Contractor's to take down and remove the same and the cost and expense thereby incurred shall be charged to the Contractor/s.
- 9) That all orders of the Engineer or other officer 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 Contractor/s in attending to or executing the same with due or diligence in the opinion of the Engineer or other officer as aforesaid, the Engineer 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 engineer or other officer aforesaid may think proper, and the cost thereof and all expenses incurred thereby shall be charged to Contractor."

Explanation: The Words "all expenses incurred thereby" shall include minimum charge 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.

- 10) 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.
- 11) Should any work or works under this contract be necessary or desirable to be 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 the event 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.
- 12) That the contractor/s shall on or before the eighth 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 by the Chief Accountant of the BRIHANMUMBAI MUNICIPAL CORPORATION along with the original indent and shall on or before the twelfth day of every month furnish to the Chief Accountant a summary of all the Bills which the Contractor/s has/have so presented to the different Department, failing which the Contractor/s will be subject to a penalty of Rupees 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 respecting which shall have been delay in supplying the summary to the Chief Accountant.
- 13) That, in case of failure on the part of the Contractor/s at any time during the continuance of his/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 one month's previous notice in writing of his intention so to 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 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 of Rs._____ deposited as security as aforesaid shall be absolutely forfeited to the Corporation, as liquidated damages for such failure or breach of determination of this contract and/or (2) to inflict on the Contractor's a 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, (3) Further in the event of the Contractors failing for whatever cause to complete the work as stipulated therein the Commissioner shall be at liberty to levy.

Penalty as follows:

Penalty for delayed supply, erection, testing and commissioning (Beyond original contract period) shall be calculated at the rate of half percentage per week or part thereof of the of contract value of part delayed subject to max. limit of 10% of contract value. The contract value for calculating Penalty on stages of delay in submission of drawings, supply of materials, installation/execution, testing and commissioning of the plant will be reckoned as under :-

- (a) Delay in submission of layout and drawings, 10% of contract value.
- (b) Supply of plant , 50% of contract value.
- (c) Erection of plant 30% of contract value.
- (d) Testing and commissioning of plant, 10% of contract value.

- 14) a) For a period of 12(Twelve) calendar months after the contract has ceased and determined under Clause-I, the Contractor shall maintain, uphold and keep in thorough repairs and working order at their sole cost and expenses and to the entire satisfaction of the Municipal

Commissioner/Engineer the _____

and shall also be responsible for and be liable under the provision of this clause to make good any defect that may during that period developed in the normal and proper working of the aforesaid work.

- 14) b) The Bank guarantee equivalent to 5% of contract value submitted by the contractors as security deposit, before execution of written contract, shall be converted into a performance guarantee, which shall remain in force till the completion of the free maintenance period, as described under clause (14-a). In case of non achieving of desired performance, and / or failure of contractor/s to carry out all routine and special maintenance as described in clause 14(a), the above Bank Guarantee kept as the performance guarantee or the 5% of contract value paid in any other form as security deposit, shall be absolutely forfeited to the Corporation and no claim will be entertained later on.

The 5% of contract value submitted by the contractors as security deposit, or the equivalent Bank Guarantee and / or performance guarantee shall be returned / refunded within three months after the issue of final certificate which shall be issued after the period of 12 months of free maintenance is over, with satisfactory performance or 18 months from the date of erection, whichever is earlier, in case the equipment is not commissioned as per schedule.

- 14) c) It will be the responsibility of contractor/s and their bankers to keep the Bank guarantee, given as security deposit or performance guarantee, in force in the period specified under clause 14(b). Validity of the Bank Guarantee Shall be extended as and when required.
- 15) In the event of the said deposit of Rs. _____ by delivery to the Commissioner of the General Undertaking & Guarantee of the Bankers of the Contractor/s and the Contractor/s under any of the provisions of the contract and becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit becoming forfeited, as hereinabove mentioned then and in such case the amount of any 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 & Guarantee. If no penalty or damages or forfeiture of deposit shall be exacted or claimable from or against the contractor/s under this contract and during free maintenance period, after satisfactory completion of work, the contractors and the Bankers shall at the expiration of the free maintenance period of twelve months, after the contract period has ceased, be freed and released from the obligations of the said General Undertaking & 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 & Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractors with the Commissioner and/or the Corporation.

- 16) That these presents and every clause matter and thing herein contained shall cease and determine on the _____ day of _____ Two Thousand _____ (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.
- 17) 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, and whose decision shall be final and binding on the Contractor/s.
- 18) Every receipt for money which may become payable or for and 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 contractors shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid PROVIDED that nothing in this Clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any contractor so dying for or in respect of any breach of any of the conditions hereof. PROVIDED THAT nothing in this clause contained shall be deemed to prejudice or affect the respective rights or

obligations of the contractors and of the legal representatives of any deceased contractor inters.

- 19) The Contractor/s shall be responsible for all risk to the work and shall make good at his/their own cost all loss or damage, whether to the works themselves or to any other Municipal property, or to the lives, person 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 pay in respect hereof, and the amount or any costs of charges including low costs and charges in connection with legal proceedings, or otherwise, which he may incur in reference thereto, 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 Contractors as aforesaid any sum or sums of money, which he may pay and any expense, 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 compromised shall not be called in question by the Contractor/s.
- 20) 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 Rupees _____ (if 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 be at the same time be paid to him/them.
- 21) 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 interest) shall be paid by or charged to the Contractor/s or shall be paid by or charged to the Contractor/s or shall be deducted out of any moneys shall that may be or become due to the Contractor/s under this 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

moneys in his hands in cash and belonging to the Contractor's on whatsoever account hereunder, but on the written application of the Contractor/s he shall so invest such moneys so far as practicable (as to which the Commissioner shall be the sole judge), and the Contractor/s shall pay all charges for commission and brokerage incidental to the purchase, safe custody and withdrawal of such securities and the collection of interest. No interest shall be payable by the Commissioner on 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 provisions 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 Contractor/s be entitled to tender the said Government Promissory Notes for reduction of interest accordingly, and shall not be liable to the Contractor/s for any loss or minimization in value occasioned thereby and any bonus or commission which shall be paid by Government in respect of the said notes shall, for the purposes herein, be deemed to be interest accrued due on the said Securities.

- 22) The Corporation shall have a lien or and over all or any moneys that may become due and payable to the Contractor/s under these presents and/or also on and over the deposit or security amount or amount made under contract and which may become repayable to the Contractor/s under the conditions 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 this or under any other contracts or transactions of any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others under the provisions of the Mumbai Municipal Corporation Act, or any other statutory enactment or enactment/s in force in modification or

substitution thereof and further that the commissioner on behalf of the Corporation shall at all times be entitled the said debt or sum of tax due by the Contractor/s from the moneys 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 trustees either alone or jointly with others. The provision of these conditions shall also apply and extend to the Bankers 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 this contract.

- 23) The Contractor/s shall not lend or borrow any moneys to and from any Municipal Employee or enter with him directly or indirectly into any monetary transactions.
- 24) All costs, charges and expenses incurred in connection with this contract, including stamp duty and all other disbursements, shall be paid by the Contractor/s.
- 25) The quantities detailed in the Schedule are approximate. If more or less quantities are actually required on the work, the contractor/s 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.
- 26) The word 'Municipal Commissioner' or 'Commissioner' wherever it occur in this tender or in the contract shall be construed to mean Deputy Municipal Commissioner or Deputy Commissioner/Director (Engineering Services & Projects) or the Director.

IN WITNESS WHEREOF the Contractor/s has/have hereunto set his/their hands and seal of the Corporation has been hereunto affixed.

IN WITNESS WHEREOF the Contractor/s has/have hereunto set his/their hands and seal of the Corporation has been hereunto affixed.

Signed, sealed & delivered by) _____
The Contractor/s _____) _____
_____) _____
_____) Trading under the name & style of
In the presence of _____) _____

Witness

Contractors

Signed by the Dy.Municipal
Commissioner, The Director
(E.S. &P.) in the presence of

) (Shri/Smt. _____
) Dy.Municipal Commissioner
)
) (Shri/Smt. _____)
Director (Engineering Services &
Projects)

The common seal of the
Municipal Corporation of Greater
Mumbai was affixed on the _____
Day of _____20____in the
Presence of _____

1. _____

2. _____

Two members of the Standing/
Education Committee of the

Municipal Corporation of Greater

Mumbai.

Witness:

Office Superintendent,
Municipal Secretary's Office

)
)
)
)
)
)
)
)
)
)
)
) (Shri/Smt. _____)
) Chief Officer (DMP & CCRS)
)

(Shri/Smt. _____)
Chief Officer (DMP & CCRS)

Contract examined with the Quotation/tender and the Resolution No. _____ Dated _____
_____ of the Standing/Education Committee/Municipal Commissioner's sanction No. _____
_____ Dated _____ etc. And found correct.

N.B.: Rates should be legibly written, Erasures or Correction in figures without tenderer's initials, will render the tender liable to rejection. The tenders are also expected to extend the figures in the column of amount to note that total on each page and to work out the finals at the end of the tender. Any irregularity by on this point may justify the rejection of the tender.

ANNEXURE 'F'
List of approved Banks

- 1) As per the CA(F)'s Circular CA/FBK/39 Dt. 07.12.2012, the following banks with their Branches in Greater Mumbai up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- 2) The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.

State Bank of India and its subsidiary Banks.		
1. State Bank of India.	2. State Bank of Hyderabad.	3. State Bank of Hyderabad.
4. State Bank of Mysore.	5. State Bank of Patiala.	6. State Bank of Saurashtra.
7. State Bank of Travancore.		
Nationalized Banks.		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.

11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and Sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
Other Public Sector Banks.		
27.		
Private Sector Banks.		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.
37. IndusInd Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.
46. SBI Commercial International Bank Ltd.	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
49. Yes Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		

50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.
59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakari Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
75. The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N. V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.
82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.

85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubushi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank pse.	99. Mizuho Corporate Bank Ltd.
100. Oman International Bank S.A.O.G.	101. Societe Generale.	102. Sonali Bank.
103. Standard Chartered Bank.	104. State Bank of Mauritius Ltd.	

