TENDER DOCUMENT

Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings under the Jurisdiction of Mira Bhayandar Municipal Corporation

MIRA - BHAINDAR MUNICIPAL CORPORATION
FIRE AND EMERGENCY SERVICES

Head Office, Chatrapati Shivaji Maharaj Marg,
Bhayandar (West)

Tender Notice: MBMC/ FIRE/ 791 / 2026 – 27 Dated: 02 /09/ 2026.

Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings under the Jurisdiction of Mira Bhayandar Municipal Corporation in area the tender will be available on websites, www.mahatender.gov.in from Date: 04/09/ 2026 to Date : 09 /09/ 2026 up to 16.30 Hrs. The tender has to be submitted by 'E'-Tendering procedure only, till Date: 09 /09/ 2026 up to 16.30 Hrs. and will be opened on Date: 10/09/ 2026 at 16:30 Hrs. For Further clarifications on 'E'-Tendering, tenderer may contact on above website.

DEPUTY COMMISSIONER (H.Q.)
FIRE AND EMERGENCY SERVICES
MIRA - BHAINDAR MUNICIPAL CORPORATION

Place: - Bhayandar
Date :- / /2026.

मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.) ता. जि. ठाणे – 401 101

॥ जाहीर निविदा सुचना ॥

मिरा-भाईंदर महानगरपालिकेच्या अखत्यारीतील समृध्दी इमारतीत बसविण्यात आलेली अग्निशमन यंत्रणा दुरूस्त करणे व अग्निशामके अद्ययावत करणेकामी, प्रतिष्ठित व परवानाधारक कंपन्या अथवा त्यांच्या अधिकृत सहयोगी कंपन्या/ अधिकृत सेवा पुरवठादार यांचे दोन लिफाफा पद्धतीने ऑनलाइन निविदा मागविण्यात येत आहेत. सदर निविदा सुचनेची प्रत शासनाचे E-Tendering संकेत स्थळ https://mahatenders.gov.in या वेब साईटवर उपलब्ध आहे. निविदा पत्रके दि. 04/09 / 2026 ते दि. 09/09/2026 रोजी पर्यंत उपरोक्त संकेत स्थळावर मिळतील, तांत्रिक लिफाफा व दर पत्रक (Price Bid) नियोजित तारखेपर्यंत आणी वेळेपर्यंत ऑनलाईन सादर करावीत.

अ.क्र.	तपशील	इसारा/बयाणा रक्कम (रु.)	निविदा फॉर्मची किंमत (रु.)	निविदा सुरु होण्याची दिनांक व वेळ	निविदा भरण्याची अंतिम दिनांक व वेळ
(1)	(2)	(3)	(4)	(5)	(6)
01	मिरा-भाईंदर महानगरपालिकेच्या अखत्यारीतील समृध्दी इमारतीत बसविण्यात आलेली अग्निशमन यंत्रणा दुरूस्त करणे व अग्निशामके अद्ययावत करणे	रु. 5,666 /-	1000 + 180 (GST 18%) = 1,180 /-	04 /09/ 2026 रोजी दुपारी 11:00 वाजता	09/09/ 2026 रोजी दुपारी 04:30 वाजता

निविदाधारकानी /ठेकेदारानी टेंडर फॉर्म फी चा भरणा ऑनलाईन करावा. निविदेत भाग घेणाऱ्या सर्व निविदाधारकानी /ठेकेदारानी बयाणा रकमेचा भरणा डिमांड ड्राफ्ट/ ऑनलाईन/ बैंक गॅरंटी स्वरुपात भरणा करावा.

अटीशर्थी :-

1) निविदाधारक /ठेकेदार निविदा पत्रकातील नमुद केलेले पात्रतेचे निकष पूर्ण करेल.
2) दरपत्रका (Price Bid) मध्ये सादर केलेले दर हे दरपत्रक उघडल्याच्या दिनांकापासुन १८० दिवसाकरिता वैध असतील.
3) निविदा शासनाच्या https://mahatenders.gov.in/nicgep/app या वेब साईटवर स्विकारल्या जातील.
4) कोणतेही कारण न देता कोणतीही निविदा किंवा सर्व निविदा स्विकारण्याचा किंवा नाकारण्याचा अधिकार आयुक्त, मिरा भाईंदर महानगरपालिका यांचे कड़े राखून ठेवण्यात आलेला आहे.
5) निविदे संबंधीत अतिरिक्त माहिती आवश्यक असल्यास निम्न स्वाक्षरीदाराशी संपर्क करावा.
6) बोलीदाराला गेल्या दोन वर्षांत एम.बी.एम.सी.च्या अग्निशमन विभागाला सेवा/ अग्निशमन उपकरणे किंवा कोणतेही उपकरण पुरवण्याचा अनुभव असणे आवश्यक आहे.

उप – आयुक्त
अग्निशमन व आणीबाणी सेवा
मिरा भाईंदर महानगरपालिका

ठिकाण :- भाईंदर (प.)
दिनांक :- / /2026.

MIRA-BHAINDAR MUNICIPAL CORPORATION
FIRE AND EMERGENCY SERVICES
Head Office, Chatrapati Shivaji Maharaj Marg,
Bhayandar (West)

TENDER NOTICE

Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings under the Jurisdiction of Mira Bhayandar Municipal Corporation. Online tenders are invited from reputed licensed companies, or their authorized associate companies/ service providers having experience in the repair, maintenance, and servicing of Fire Fighting Systems and Fire Extinguishers. Only eligible bidders possessing the required qualifications and relevant experience shall be eligible to participate. Other agencies need not apply. The Tenders will be available on websites. **https://mahatenders.gov.in** The Technical and Price Bids shall be submitted online up to the due date and time mentioned below.

Sr. No.	Name of work	Earnest money Deposit (EMD) (Rs.)	Tender Form fees	Start Date and time for Downloading of Bids	Due Date and time for on the Bid submission
(1)	(2)	(3)	(4)	(5)	(6)
1.	Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the R-2 Buildings under the Jurisdiction of Mira Bhayandar Municipal Corporation	Rs. 5,666/-	1,100/- + 180 (GST 18%) = Rs.1,180/-	Date. 04/09/2026 From 11.00 Hrs.	Date. 09 /09 /2026 Up to 04.30 Hrs.

The Tender Fee shall be paid online. The Earnest Money Deposit (EMD) shall be paid online or through a Bank Guarantee, as specified in the Tender Document.

Terms and Conditions: -

1) **The bidder/contractor shall fulfil all the eligibility criteria specified in the tender document.**
2) **The rates quoted in the Price Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of opening of the Price Bid.**
3) **The tender shall be submitted online through the Government of Maharashtra's MahaTender portal (https://mahatenders.gov.in/nicgep/app) .**
4) **The Commissioner, Mira Bhayandar Municipal Corporation, reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.**
5) **In case any additional information or clarification regarding the tender is required, the bidder may contact the undersigned.**
6) **The bidder shall have a minimum of two (2) years' experience in providing fire-fighting systems, fire-fighting equipment, or other related equipment and services to the Fire Brigade Department of Mira Bhayandar Municipal Corporation (MBMC).**

DEPUTY COMMISSIONER (H.Q.)
FIRE AND EMERGENCY SERVICES
MIRA BHAINDAR MUNICIPAL CORPORATION

Place: Bhayandar
Date: / /2026.

e- TENDER FOR THE WORK OF	**Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings under the Jurisdiction of Mira Bhayandar Municipal Corporation**	
PERIOD OF SALE OF TENDERING DOCUMENT	**From : Date. 04/09/2026** **To : Date. 09 /09 / 2026**	
EARNEST MONEY DEPOSIT	**Rs. रु. 5,666 /-**	
EARNEST MONEY DEPOSIT	**In form of DD or BG**	
DUE DATE OF TENDER SUBMISSION	**Date. 09/09/2026 till 4:30 pm**	
TIME AND DATE OF OPENING OF PACKET A	**DATE**	**TIME**
	10/09/2026	**04:30 Hrs.**
SIGNATURE & DESIGNATION OF TENDER ISSUING OFFICER		
TENDERER'S NAME & ADDRESS AND CONTACT PHONE NUMBERS		

Mandatory Conditions:
The tender shall be rejected if the tenderer does not fulfil the mandatory conditions stated below: -
Tenderer are requested to note that their Tender shall be rejected if the Tenderer
Stipulates the validity period less than what is stated in the form of tender.
Stipulates with hedging condition/ own conditions.
Does not scan & upload filled in & signed the tender form and the. Scan copy of EMD receipt
Does not quote unit price of items in Price Bid in figures.
Does not submit Rate Analysis of the Rate Quoted; on request by the department.
Payment of EMD online or Bank Guarantee.
Does not disclose the full names and addresses of all his partners in the case of partnership concern and the Engineering qualifications, if any.
Does not scan & upload documents **as specify for inclusion in Packet 'A'**.
Does not Scan & Upload his own "PAN CARD" in case of Retailer / Dealer / Supplier / Distributor
Scan & Upload; in case of Company or firm –
"PAN CARD" of Proprietor in case of Proprietor/Ownership firm
"PAN CARD" of a Company in case of Private Limited Co.
"PAN CARD" of firm in case of Partnership firm
Scan & Upload; in case of The Santhals/Societies/Trust which are registered under Public Trust Act 1950/Registration Act 1860/The Maharashtra Co-op Societies Registration Act 1960 (whichever is applicable) the "PAN CARD" of the Sanstha / Society or Trust.
Does not scan & upload latest partnership deed in case of partnership firm and **R.C. & MOU** in case of Private Ltd. Firm.
Does not scan & upload **duly filled in & signed, affixing stamp of the firm Annexures, data sheet, Specifications** in the Tender document.
Does not scan & upload the Certificate of Registration of GST issued by Govt. authorities in prescribed form
Specific Instructions
The tenderer shall carry out the said work fully as per specifications, and instructions given in tender document.
INSTRUCTIONS TO TENDERERS
A. General
1. Invitation of Tenders
a) Municipal Commissioner of Mira Bhaindar Municipal Corporation (referred to as **Municipal Commissioner** in these documents) invites e-Tenders for Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings
b) Municipal Commissioner is the employer of the contract. Employer also means Employer or his authorized representative/s.
c) Chief Fire Officer is the officer of the contract. Officer/Engineer also means his authorized representative/s.
2. Eligible Tenderers
This invitation for Tenders is open to any Tenderer subject to qualification criteria. JV or consortium is not allowed.

3. Qualification Criteria: Packet "A"

a) Scan Copy of Receipt of payment of tender form fee.

अे) निविदा फॉर्म फी भरल्याची पावती (Receipt)

b) Scan Copy of Receipt of payment of Earnes Money Deposit (EMD)

बी) निविदा बयाना रक्कम पावती

c) Copy of GST Registration Certificate.

सी) वस्तु व सेवाकर नोंदणी प्रमाणपत्राची प्रत

d) Copy of PAN Card (If the company/partnership organization is submitting the tender, it is mandatory to have PAN card in the name of the concerned company/partnership organization. In case of Proprietary Firms there will be a PAN Card in the name of the Proprietor)

डी) पॅनकार्डची प्रत (कंपनी/ भागीदारी संस्था निविदा भरत असेल तर संबंधित कंपनी / भागीदारी संस्था यांच्या नावाचे पॅनकार्ड असणे बंधनकारक आहे. प्रोप्रायटरी फर्म्सबाबात प्रोप्रायटरच्या नावाचे पॅनकार्ड असेल.)

e) Registration certificate of relevant organizations of Bidder's Company/Partnership Firm/ Proprietary Firms. (Certificate of Registration under Companies Act in case of Company, Certificate of Registration of Partnership in case of Partnership and Registration Certificate under Shops and Establishments (Gumasta) Act in case of Proprietary Firm)/MSME Certificate

इ) निविदाधारकांचे (Bidder) कंपनी/ भागीदारी संस्था प्रोपायटरी फर्म्सचे संबंधित सस्थांचे नोंदणी प्रमाणपत्र (कंपनी असेल तर कंपनी अधिनियमांतर्गत नोंदणी प्रमाणपत्र, भागीदारी संस्था असेल तर भागीदारी संस्था नोंदणी प्रमाणपत्र व प्रोपायटरी फर्म असेल तर दुकाने व आस्थापना अधिनियमांतर्गत (गुमास्ता) नोंदणी प्रमाणपत्र/ एम एस एम ई प्रमाणपत्र .

f) Copy of the average annual turnover of the tenderer for the last 03 years should be at least 75% of the cost of the work. (In this regard, the Turnover Certificate should be certified by a Chartered Accountant)

एफ) निविदाधारकाची मागील 03 वर्षाची सरासरी वार्षिक उलाढाल कामाच्या किंमतीच्या किमान 75% असावी. (याबाबत उलाढाल प्रमाणपत्र सनदी लेखापाल यांनी प्रमाणित केलेले असावे.)

g) Copy of Experience Certificate- The tenderer must have done equivalent work (equivalent work i.e. work experience in the same field as the nature and scope of the work specified in the tender) in the previous 03 years in Government / Semi-Government / Local Self-Government bodies. (For experience, the tenderer must attach the experience certificate of actual work done. The amount of work must be mentioned in the experience certificate/ work completion certificate. The work order will not be accepted.)

a) One similar works whose work-wise cost should not be less than the amount equal to 80% of the estimated amount of the tender invited

or

b) Two similar works who's work-wise cost should not be less than the amount
equal to 50% of the estimated amount of the tender invited

or

c) Three similar works who's work-wise cost should not be less than the amount equal to 40% of the estimated amount of the tender invited.

जी) निविदाकाराने मागील 3 वर्षात शासकीय/ निमशासकीय/ स्थानिक स्वराज्य संस्था मध्ये खालीलप्रमाणे पुरवठा केलेले किंवा उप्तादन केलेले समतुल्य काम (समतुल्य काम म्हणजे निविदेमध्ये नमुद कामाचे स्वरुप व व्याप्ती असेल त्याच क्षेत्रातील कामाचा अनुभव) केलेले असणे आवश्यक आहे.

(अनुभवासाठी निविदाकाराने प्रत्यक्ष काम केलेल्या कामाचे अनुभव प्रमाणपत्र जोडणे आवश्यक आहे. कार्यादेश चालणार नाही. अनुभव प्रमाणपत्रामध्ये कामाची रक्कम नमुद असणे आवश्यक आहे.)

i) निविदा किंमतीच्या 80% चे एक काम

ii) निविदा किंमतीच्या 50% ची दोन कामे

iii) निविदा किमतीच्या 40% ची तीन कामे

h) Submission of a certificate, duly signed by the In-Charge Chief Fire Officer, certifying that no outstanding dues of any nature are pending with the Mira Bhayandar Municipal Corporation, shall be mandatory.

एच) मिरा भाईंदर महानगरपालिका यांचेकडे कोणत्याही प्रकारची थकबाकी प्रलंबित नसल्याबाबत अग्निशमन अधिकारी यांच्या स्वाक्षरीसह प्रमाणपत्र सादर करणे बंधनकारक राहील.

i) Affidavit stated that the tenderer has not been blacklisted by any government/semi-government/corporation in the last five years.

आय) मागील पाच वर्षात बोलीदाराला इतर कोणत्याही सरकारी/ निमशासकीय/ महामंडळात काळ्या यादीत टाकले नाही याबाबतचे हमीपत्र जोडणे आवश्यक आहे.

J) The bidder must be a licensed company or an authorized associate company/service provider having experience in the supply, installation, testing, commissioning, repair, maintenance, and servicing of Fire Fighting Systems and Fire Extinguishers. The bidder shall upload a Work Completion-cum-Performance Certificate/Experience Certificate from the concerned organization in the prescribed format (Annexure–F) regarding the successful execution of similar works.

जे) निविदा सादर करणाऱ्या संस्थेकडे अग्निशमन प्रणाली (Fire Fighting Systems) आणि अग्निशमन यंत्रांचा (Fire Extinguishers) पुरवठा, बसणी (installation), चाचणी, कार्यान्वितीकरण (commissioning), दुरुस्ती, देखभाल आणि सर्व्हिसिंग यांचा अनुभव असणे आवश्यक आहे; तसेच ती एक परवानाधारक कंपनी किंवा अधिकृत सहयोगी कंपनी/सेवा पुरवठादार असावी. निविदाकाराने तत्सम कामे यशस्वीरित्या पूर्ण केल्याबाबत संबंधित संस्थेकडून घेतलेले 'काम पूर्ण झाल्याचे व कामगिरीबाबतचे प्रमाणपत्र' (Work Completion-cum-Performance Certificate) किंवा 'अनुभव प्रमाणपत्र' विहित नमुन्यात (परिशिष्ट-F) अपलोड करणे अनिवार्य आहे. Annexure- F.

3.1 The Packet "B" shall contain the rate and price.

The bidder has to submit / upload all the above requisite documents on Govt. e-tendering Portal through e-tendering link by using the digital signature.

NOTE- If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant information with the bid, it will be open for the department to call for necessary information/clarification/documents from the bidder before proceeding further with the evaluation of the bid within a period of three days from the date of opening of packet "A" or from the date of intimation. However, no changes whatsoever will permit on opening of packet "B".

4. Tender Prices

4.1 The Tender shall be for the whole works as described in the Tendering Document, based on the rates submitted.

4.2 G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MBMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any. Rates accepted by MBMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per price Variation.

4.3 The rates and prices quoted by the Tenderer shall be firm during the validity period and during the execution of contract.

5. Currencies of Tender and Payment

The prices shall be quoted by the Tenderer in Indian National Rupee (INR) including the taxes and duties applicable at the time of tender.

6. Tender Validity

6.1 Tenders shall remain valid for a period of min. **180** days from the date of submission of the tender. A Tender validity for a shorter period will be treated as non-responsive & shall be rejected.

6.2 In exceptional circumstances, prior to expiry of the original time limit, the Municipal Commissioner may request that the Tenderer may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing. A Tenderer may refuse the request without forfeiting its E.M.D. A Tenderer agreeing to the request will not be required or permitted to modify terms & conditions of the tender.

7. Earnest Money Deposit (E.M.D.)

7.1 The Tenderer shall pay, as part of his Tender, Earnest Money Deposit of Rs. 5666/- stipulated in the Tender Notice. This E.M.D. amount shall be paid online The firms / contractors who are already registered with MBMC. And have paid Standing Deposit shall also have to pay the full amount of E.M.D.

7.2 The E.M.D. may be forfeited,

a) if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity; or

b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 20; or

c) in case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. sign the Agreement; or
   ii. Furnish the required Performance Security/ Contract Deposit.

d) It the tenderer fails to submit the mandatory documents within 3 working days from the date of closing of tender or from the date of intimation either by letter or e mail, the 10% of EMD amount will be forfeited,

8. Alternative Proposals by Tenderers

8.1 No Alternative Proposals by Tenderers will be accepted. In case Alternative Proposals are submitted by the Tenderer, such tender will be rejected outright.

9. Incomplete tender

9.1 The Tenderer shall have to tender for complete job and shall fill up the BOQ accordingly.

9.2 The tenderer who does not tender for complete job shall be rejected outright.

9.3 The Tenderer who does not fill and submit the filled BOQ shall be rejected outright.

9.4 The tenderer who stipulates hedging conditions or own conditions shall be rejected outright.

9.5 The tenderer who does not quote the rates in INR shall be rejected outright.

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

10. Format and Signing of Tender

10.1 The Tenderer shall prepare documents comprising the Tender as described in Clause 8 of these Instructions to Tenderers.

10.2 The original and all copies of the Tender shall be typed or written in indelible ink (in case of copies, photo copies are also acceptable.) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.

10.3 The Tender shall contain no alterations, omissions or additions unless such corrections shall be initialled by the person or persons signing the Tender.

10.4 The tenderers are requested to sign at appropriate place, the Tender form, Specifications & Annexures after making appropriate entries wherever necessary & then scan & upload the same.

B. Priority of Contract Documents

11. Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the DEPUTY MUNICIPAL COMMISSIONER / CFO who shall there upon issue to the contractor instructions thereon & in such invent, unless otherwise provided in the contract the priority of the document forming the contract shall be interpreted in the following order of precedence

i) Agreement
ii) Work Order /Letter of Acceptance
iii) Instructions to tenders in 'e' Tendering manual
iv) Contractor's Bid
v) Contract Data
vi) Conditions of contract including Special Condition of Contract.
vii) Technical Specifications
viii) Corrigendum /Addenda, if any
ix) Priced BID

C. Submission of Tender

12. Sealing and Marking of Tenders

This is an e-tender; hence the tender shall only be filled online.

13. Deadline for submission of Tenders

13.1 Tenders must be received by the Municipal Commissioner on line not later than the time and date stipulated in the Tender Notice. In the event of the specified date for the submission of Tenders declared a holiday for the Municipal Corporation, the Tenders will be received up to the appointed time on the next working day.

13.2 The Municipal Commissioner may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 8, in which all rights and obligations of the Municipal Commissioner and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

14. Late Tenders

14.1 No Tender submission is possible after the deadline prescribed in Clause 18 as system will automatically close.

15. Modification & Withdrawal of Tenders

15.1 No modification or withdrawal of tender is allowed once the tender is submitted & due date & time has passed. In case the contractors come forward with a request to allow them to withdraw from fulfilling their contractual obligations during currency of contract normally such withdrawal is not allowed. However if due to circumstance such withdrawal is allowed, such firms may not be considered for award of work for a period of NEXT THREE YEARS and the Contract Deposit will be forfeited. However, the contractor shall intimate at least three months in advance about such withdrawal to make at least alternate arrangement.

D. Tender Opening & Evaluation

16. Tender Opening

16.1 e-Tendering department will open the Tenders in the presence of Tenderers or their representatives who choose to attend at the time, date and location stipulated in the Tender Notice. The Tenderers representatives who are present shall sign a register evidencing their attendance.

16.2 On the Tender opening day ONLY Packet 'A' will be opened.

17. Process to be Confidential

17.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with

Such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Municipal Commissioner's processing of Tenders or award decisions by way of written representations, e-mails, phone calls or influence may result in the rejection of his Tender.

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

Municipal Commissioner if necessary will obtain clarification from tenderer by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his tender after tenders have been opened. This includes and Post tender Price revision of major modifications. Noncompliance with the provision is a cause for disqualification.

18. Clarification of Tenders

18.1To assist in the examination, evaluation, and comparison of Tenders, the Municipal Commissioner may, at his discretion, ask any Tenderer for clarification of the Tenderer's Tender, including breakup of the prices in the Bill of Quantities. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction or arithmetic errors discovered by the Municipal Commissioner in the evaluation of the Tenders.

18.2 No Tenderer shall contact the Municipal Commissioner on any matter relating to its Tender from the time of the Tender opening to the time of the contract is awarded. If the Tenderer wishes to bring additional information to the notice of Municipal Commissioner, he should do so in writing.

18.3 Any effort by the Tenderer to influence the Municipal Commissioner in the Municipal Commissioner's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and Determination of Responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Municipal Commissioner will determine whether each Tender:-

a) meets the qualification criteria

b) has been properly signed;

c) is accompanied by the required securities ;

d) is responsive to the requirements of the Tendering documents; and

e) Provides any clarification and/or substantiation that the Municipal Commissioner may require to determine the responsiveness pursuant.

19.2 A responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one:-

a) which affects in any way, the scope, quality, or performance of the works;
b) Which limits in any way, inconsistent with the Tendering documents, the Municipal Commissioner's rights or the Tenderer's obligations under the Contract; or [c] whose rectification would affect unfairly the competitive position of other Tenderer's presenting responsive Tenders.

19.3 If a Tender is non-responsive, it will be rejected by the Municipal Commissioner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

19.4 The Municipal Commissioner reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Municipal Commissioner shall not be taken into account in Tender evaluation. The Corporation also reserves right of splitting the Tender amongst two or more Tenderers, where the Bill of Quantities are distinctly separate as different parts of the same Contract.

20. Correction of Errors

20.1 Tenders determined to be responsive will be checked by the Municipal Commissioner for any arithmetic errors. Errors will be corrected by the Municipal Commissioner as follows:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Municipal Commissioner, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rates will be corrected.

20.2 The amount stated in the Tender will be adjusted by the Municipal Commissioner in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the E.M.D. may be forfeited.

E. Award of Contract

21. Award of Contract

21.1 The Municipal Commissioner will award the Contract to the Tenderer whose Tender has been determined to be responsive to the Tendering documents and who has offered the lowest evaluated Tender price.

22. Accept or Reject the Tender

22.1 Municipal Commissioner has Rights to Accept Any Tender and to Reject Any or All Tenders

22.2 The Municipal Commissioner reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Municipal Commissioner's action.

23. Notification of Award

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Municipal Commissioner prior to expiration of the Tender validity period by cable, telex, email or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Municipal Commissioner will pay the Contractor in consideration of the execution, completion of the works and the remedying of any defects therein by the contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance BG in accordance with the provisions of Clause 31

23.3 Upon the furnishing by the successful Tenderer of the Performance BG pursuant to clause 31, the Municipal Commissioner will promptly notify the other Tenderers that their Tenders have been unsuccessful.

23.4 If, after notification of award, a Tenderer wishes to ascertain the ground on which his Tender was not selected, he should address his request to the Municipal Commissioner. The Municipal Commissioner will promptly respond in writing to the unsuccessful Tenderer.

24. Signing of Agreement

24.1 At the same time that the Municipal Commissioner notifies the successful Tenderer that his Tender has been accepted, the Municipal Commissioner will send the Tenderer the agreement in the form provided in the Tendering documents, incorporating all agreement between the parties.

25. Performance BG 5%

25.1 Failure of the successful Tenderer to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the E.M.D., and any such other remedy the Municipal Commissioner may take under the Contract, and the Municipal Commissioner may resort to awarding the contract to the next ranked Tenderer.

26. Liquidated Damages:

26.1 If the Supplier fails to supply any or all of the goods or perform the services within the time period (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated dames, a sum equivalent to half percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 5 % of the delayed goods or services contract price. Once the maximum is reached the Purchaser may consider termination of the contract.

SECTION-2
GENERAL CONDITIONS OF THE CONTRACT

A.				**GENERAL OBLIGATIONS**
	1.			**Works to be carried out**
				The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule of works / items/quantities and the bills of quantities shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.
	2.			**Sufficiency of the tender**
				The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.
	3.			**Contractor's supervision**
				The contractor shall himself supervise the execution of works or shall appoint a competent Supervisor approved by the Corporation to act in his stead. Orders given to the contractor's Supervisor shall be considered to have the same force as if these had been given to the contractor himself.
	4.			**Safety provisions**
				The contractor shall at his own expenses arrange for the safety precautions or required by the Corporation, in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor. The tenderer shall note that MUNICIPAL COMMISSIONER OF MIRA BHAINDAR MUNICIPAL CORPORATION shall not be responsible for any mishap or accident to workmen of the contractor or MUNICIPAL CORPORATION OF MIRA BHAINDAR MUNICIPAL CORPORATION's employee working at site, while performing these jobs and no compensation shall be payable by MUNICIPAL CORPORATION OF MIRA BHAINDAR MUNICIPAL CORPORATION In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills. The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.
	5			**Certificates and Payments**
		1)		**No interest for delayed payments due to disputes etc.**
				It is agreed that the MUNICIPAL CORPORATION OF MIRA BHAINDAR MUNICIPAL CORPORATION or its Dy. Commissioner (Fire) or CFO or offices shall not be liable to pay any interest or damage with respect to any moneys or balance which may be in it's or its Dy. Commissioner (Fire) or CFO or officers' hands owing to dispute or difference or claim or misunderstanding between the MUNICIPAL CORPORATION OF MIRA BHAINDAR MUNICIPAL CORPORATION or it's Dy. Commissioner (Fire) or CFO or offices on one hand and the Contractor on the other, or with respect to any delay on the part of the MUNICIPAL CORPORATION OF MIRA BHAINDAR MUNICIPAL CORPORATION or it's Dy. Commissioner (Fire) or CFO or officers in making periodical or final payments or in any other respect whatsoever. It is distinctly understood and agreed between the parties hereto that payment for work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining work.

		2)		**Receipts to be signed in firm's name by any one of the partners**
				Every receipt for money which becomes payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of the contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge on aforesaid provide that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representative of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor and of the legal representative of any deceased Contractors interest.
		3)		**Overpayment and underpayment**
				Whenever any claim for the payment of a sum to the Municipal Corporation arises of or under this contract against the contractor the same may be deducted by the MUNICIPAL CORPORATION from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the MUNICIPAL CORPORATION or from any other sum due to the Contractor from the MUNICIPAL CORPORATION (which maybe available with the MUNICIPAL CORPORATION) or from his security deposit/retention money or he shall pay the claim on demand. The MUNICIPAL CORPORATION reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The MUNICIPAL CORPORATION furthers reserves the right to enforce recovery of any overpayment when detected. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the MUNICIPAL CORPORATION from the contractor by any or all the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the contractor by the MUNICIPAL CORPORATION. The aforesaid right of the MUNICIPAL CORPORATION to adjust overpayment against amount due to the contractor under any other contract with the MUNICIPAL CORPORATION shall not be binding for any period from the date of payment of the final bill or in case the final is a " Minus " bill, from the date of the amount payable by the contractor under the "minus" bill is communicated to the contractor. Any amount due to the contractor under this contract for underpayment may be adjusted against any amount then due or which may be at any time thereafter become due before payment is made to the contractor, from him to MUNICIPAL CORPORATION on any other contract or account whatsoever.
		4)		**Payment of final bill**
			4.1	The method and conditions of payment to be made to the Supplier Under Contract are specified hereunder.
			4.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents, submitted, and upon fulfillment of other obligations stipulated in the contract.
			4.3	Payments shall be made promptly within thirty (30) days of submission of an invoice/claim by the Supplier.
			4.4	Payment will be made in the currency or currencies in which the Contract price has been stated in the Supplier's bid as well as in other currencies in which the Supplier had indicated in its bid that it intends to incur expenditures in the performance of the Contract and wishes to be paid.

		5)		**TERMS OF PAYMENT**
			5.1	The 100 % payment towards the successful of work within 30 days from the date satisfactory Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings of Mira Bhaindar Municipal Corporation Muncipal Corporation and after submission of bills.
		6)		**Force Majeure**
				i) Not with standing the provisions of above the supplier shall not be liable for forfeiture of its Performance Security/ Contract Deposit, liquidated damages or termination or other failure to perform its obligations under the contract is result of an event of force Majeure.
				ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
				iii) If a force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
				The Contractor shall be paid at the contract rates full amount of works executed.
	6			**<u>SETTLEMENT OF DISPUTES</u>**
		1)		**Finality of decision and non-arbitrability.**
				If any dispute, difference or claim arises by either party to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Municipal commissioner, who shall constitute a committee comprising of three officers i.e. concerned DMC (CPD), Chief Fire Officer and concerned Chief Accountant. The committee shall give its decision within 60 days.
				Appeal from the order of the committee may be referred to Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute the committee comprising of Addl. Municipal Commissioners In-charge of finance department. The decision given by this committee shall be final and binding upon the parties.
		2)		**Income Tax**
				The Contractor shall pay Indian Income Tax on all payments made to him under the contract, other than reimbursements made to him by the Corporation to cover payments by Contractor of minor customs dues etc., or any other payment which the Contractor may make on the Corporation's behalf. Under the provisions of section 194 -C of the Indian Income Tax Act, the Corporation is required to deduct tax at source and under present legislation will deduct as tax 2 % of the gross amount of each bill submitted. Any ex-patriate site staff or staff not normally resident of India, employed by the Contractor or shall pay personal Income Tax on all money earned and paid in India.
	7			**Patent rights and royalties**
				The contractor shall indemnify the corporation from all claims and proceedings for or on account of infringement of any patent rights, design trademark or material used for or in connection with the work of any of them and from and against all claims, proceedings, damage, costs, charges and expenses whatsoever, in respect of or in relation thereto.

	8			**MATERIAL AND WORKMANSHIP**
		1)		**Inspection and approval**
				All works embracing more than one process shall be subject to examination & approval at each stage thereof & the tenderer shall give due notice to the Corporation when each is ready. Default of such notice the Corporation shall be entitled to appraise the quality & extent thereof. No work shall be covered up or put out of view without the approval of the Corporation & the tenderer shall afford full opportunity or examination & measurement of any work which is about to be covered up or out of view & for examination of foundation before permanent work is placed thereon.
				The tenderer shall give due notice to the Dy. Commissioner (Fire) or CFO or his authorized representative whenever any such work of foundation is ready for examination & the Dy. Commissioner (Fire) or CFO or his authorized representative shall without unreasonable delay unless he consider it necessary & inform the tenderer in writing accordingly attend for the purpose of examining & measuring such works. In the event of failure of the tenderer to give such notice he shall if required by the Dy. Commissioner (Fire) or CFO or his authorized representative uncover such works at the tenderer's expense.
				Departmental officers concerned with the works shall have powers at any time to inspect & examine any part of the works & the tenderer shall give such facilities as may be required for such inspection &examination.
		2)		**Materials**
				The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall conform with the specifications laid down in the tender. The successful tenderer shall, if requested by, the Dy. Commissioner (Fire) or CFO or his authorized representative furnish proof to the satisfaction of the Dy. Commissioner (Fire) or CFO or his authorized representative that the materials so comply. The materials used shall be of best quality & shall be used after prior consult of the Dy. Commissioner (Fire) or CFO.
				The tenderer shall at his expense and without delay supply or service to the Dy. Commissioner (Fire) or CFO or his authorized representative samples of materials propose to be used in the work. The Corporation shall within seven-days of supply of samples or within such further period as he may require and intimated to the tenderer in writing inform the tenderer whether the samples are approved by him or not. If the samples are approved the tenderer shall forthwith arrange to supply to the Dy. Commissioner (Fire) or CFO of his authorized representative for approval fresh samples complying with the specifications laid down in the contract.
				All charges on account of terminal or GST, Cess and other duties on material obtained for the works from any source shall be borne by the tenderer.
				The Dy. Commissioner (Fire) or CFO or his authorized representative shall be entitled to have tests carried out for any material supplied by the tenderer other than those for which as stated above, satisfactory proof has already been produced, at the cost of the tenderer and the tenderer shall provide at his expense all facilities which the Corporation may require for this purpose.
				If no tests are specified in the Contract and the Corporation requires such tests, the tenderer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the tenderer only if the tests disclose that the said materials are not in accordance with the provision of the contract.
				The cost of the material consumed in tests shall borne by the tenderer in all cases except when otherwise provided.

SECTION-3
SPECIAL CONDITIONS OF CONTRACT

SPECIFIC INSTRUCTIONS				
	1			The work involves Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings of Mira Bhaindar Municipal Corporation
	2			These specifications only show the requirement briefly each tenderer shall attach details of work to be carried out as to how the tender meets the requirement of the department.
	3			The tenderer cannot appoint a sub-contractor for carrying out the work. The work will have to be carried out by the tenderer or their principals.
	4			The tenderer shall fill in all the Annexure and sign the same, if the tenderers fails to do so the tender will be rejected.
	5			It will be the responsibility of the tenderer Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings of Mira Bhaindar Municipal Corporation
	6			The prices for the work shall be on FOR destination. All taxes & duties namely, Custom duty, Cess, GST, Transit insurance, Incidental & other expenses, extra fitment etc. shall be included in the offer
	7			The delivery schedule of the Emergency Equipment's shall be clearly stated in the tender.
	8			The rate quoted by the tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.
	9			The schedule of quantities should be completely filled as per the quantity for which tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.
	10			The telephone Nos. e mail and names of the responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.
	11			In case of any dispute, the decision of Municipal Commissioner shall be taken as final.
	12			The Tender copy shall be submitted along with the tender duly signed on each page as a token of acceptance of the terms and conditions.
	13			As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by Chief Accountant's office at Municipal Head Office.
	14			The tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.
	15			The tenderer must state names and address of all the partners including e- mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.

SECTION-4
SPECIFICATION OF HOSE EMERGENCY EQUIPMENTS FOR THE USE OF FIRE AND EMERGENCY SERVICES

Sr. No	Description	Specification
1.	Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings	

Sr. No.	Description	Qty.	Unit per	Rate	Total
1	**Pump Room** repairing & servicing of all pumps & replacement of faulty parts				
	a. Main pump	2	set		
	b. Hydrant Jockey pump	1	set		
	c. Sprinkler main pump	1	set		
	d. Sprinkler jockey pump	1			
	e. Booster Pump	2	set		
2	**Pump control panel** repairing servicing & testing of pump control panel & all pumps supply	1	set		
3	**Replacement of P. A. System** P A system installation, cable connection	2	set		
4	**Fire alarm panel** repairing of fire alarm panel (mother board)	2	Set		
5	**04 /05 kg cap. Fire Extinguishers Refilling**	44	Nos.		
6	**Fire hydrant System servicing** Servicing greasing of all system Hydrant valve, ball valve, butterfly valve, hose reel hose drum, , hydrant wheel , all fittings.	2	riser		
				TOTAL	
				GST ( )	
				Grand Total	

SECTION-5
TENDER FORM
(To be filled in by the tenderer)

To,
The Municipal Commissioner,
Mira Bhaindar Municipal Corporation,

Sir,

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

I / We ……name in capital letters starting with surname), the proprietor / managing partner / Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby offer to supply / work of '_____.' referred to in the specifications and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me / us.

2. I / We hereby tender for execution of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the specifications and other relevant details at the rates entered in the aforesaid bill of quantities.

3. According to your requirements for payment of E.M.D. Amounting to Rs._____/- I / We have deposited the amount Online/ in D.D. with MCGM.

4. I/ We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I / We ____ agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender(subject to condition 5 below)

5. I/ We also agree to keep this tender open for acceptance for a period of _____ From the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I/ We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
   (a) I / We fail to keep the tender open as aforesaid
   (b) I / We fail to execute the formal contract or make the contract deposit when called upon to do so.
   (c) I/ We do not commence the work on or before the date specified in the work order.
   (d) I / we do not fulfill the mandatory conditions as stipulated in IT clause 6.

7. I/We_____ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to

8. any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.

9. I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me /us that any information given by me / us in this tender is false or incorrect I / We shall compensate the Municipal Corporation of Mira Bhaindar Municipal Corporation for any such looses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.

10. I/We agree to undertake that I / We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

11. I / We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

12.

Full name and address with Telephone nos. if any	**Yours faithfully,** **Signature of tenderer**
Full names and private residential addresses with telephone nos. of all the partners constituting this firm:	
1.	
2.	
3.	
4.	

SECTION 6

BANKER'S GUARANTEE IN LIEU OF CONTRACT DEPOSIT FOR WORK

To,

The Municipal Commissioner,
Mira Bhaindar Municipal Corporation, Mira Bhaindar.
Late Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg,
Bhaindar (West), Dist-Thane, Maharashtra, India,
400 101.

1. Against Contract No……. dated …… Two Thousand and …… (hereinafter called the said "Contract") entered into between ……. …….inhabitants carrying on business at ……in ……. Under the style and name of Messrs ……..(hereinafter called "the Contractor") of the one part and the Dy. Municipal Commissioner (hereinafter called "the Commissioner") in which expression are included, unless the inclusion is inconsistent is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of the Municipal Commissioner of the second part and the Mira Bhaindar Municipal Corporation, a Corporation constituted by the M.M.C. Act. 1949 (hereinafter called the Contractor") of the third part, WHEREAS at the request of the Contractor we …….. Bank Ltd, are holding in trust in favour of the Corporation the amount of …… (Write the sum here in letters) to indemnify and keep indemnified the Corporation against any loss or damage that may be caused to or suffered by the Corporation by reasons of any breach by the Contractor of any of the terms and conditions of the said contract and /or the performance thereof. We agree that the decisions of the Commissioner, whether any breach of any of the terms and conditions of the said contract and / or any failure in ……performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand to the Corporation.

2. We ……Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the said Contract including the Warrantee period 2 years for vehicle that is 5% of the contract value of the vehicle & 3 years for CSMC that is 100% of the contract value (After 2 years warrantee period) from the date of putting into services of …… provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time, on being called upon by the Commissioner, extend the date of the validity for a period of six months on each occasion and that if any claim accrues of arises against us Bank Ltd, by virtue of this guarantee before the said date as extended from time to time, the same shall be enforceable against us…….Bank Ltd., notwithstanding the fact that the same is enforced after the said date as extended from time to time, provided that the notice of any such claim has been given by the Commissioner before the expiry of the said date. Payment under this Letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Commissioner.

3. It is fully understood that this guarantee effective from the date of said Contract and that we …… Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the Commissioner.

4. We ……. Bank Ltd. further agree that the Commissioner shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Commissioner against the said Contractor and to forbear or enforce any of the terms and Commissioner against the said Contract and we …….. Bank Ltd. shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance of the part of the Commissioner or any indulgence by the Commissioner or by any other matter or thing whatsoever which under lay relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

5. We ……Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the Constitution of the said Contractor or the Bank.

This …… day of ……. Two Thousand and ……

In witness whereof

Witness

(1) Signature ……..

Name ……

Address …….. The duly constituted Attorney

…….

(2) Signature …….

Name…… Manager ……..

Address …….. For ……

……. (Name of the Bank)

The Bank and the said Messers ……..

Witness

(1) Signature ……

Name ……

Address ……

…….

(2) Signature ……

Name ……

Address ……. For Messers ……

……. (Name of the Contractor)

SECTION- 7

ANNEXURE – 'A'

Technical and Infrastructure ability of tenderer

1.	Name of the tenderer's firm/ company	
2.	Whether proprietorship/ partnership/ Pvt Ltd. / Govt. / Semi Govt./ Undertaking/ any other.	
3.	Name of proprietor/ partners/ directors/ C.E.O. etc.	
4.	Power of Attorney, if any	
5.	Address of the Business with mobile / e-mail address	
6.	Address of the works/ factory	
7.	Area of works/ Factory	
8.	Line of Business, manufacturers and experience	
9.	Present deployed manpower: Technical Administrative Others	
10.	Name of the Collaborator/ principal, address and country of origin	
11.	Address and area of workshop of the collaborator/ principal /agents with M.O.U.	
12.	Name of the Bankers of the tenderer and their full address.	
13.	Whether the tenderer is in listed the Govt./ Semi Govt. Department, if so details of Registration etc.	
14.	Whether the tenderer or his partner or his principal /collaborator have been black listed by any of the Govt. /Semi Govt. department any time.	
15.	No. of similar units supplied by the tenderer with list of customers, year of supply and addresses during last 03 years.	
16.	No. of similar units supplied by the principal/collaborators of the tenderer with list of customers, quantity, year of supply and address during last 3 years.	
17.	Turnover during last 3 years Financial year	

Tenderers signature with stamp/seal

SECTION 8

ANNEXURE – 'B'

Details of the Collaborator

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

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

Tenderers signature with stamp/seal

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SECTION 9

ANNEXURE – 'C'

Technical Details

SR. No.	*TECHNICAL DETAILS*	TENDERERS DETAILED COMMENTS
1.		
2.		
3.		
4.		
5.		
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21.		
22.		
23.		
24.		
25.		

Tenderers signature with stamp/seal

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

SECTION 10

ANNEXURE – 'D' TENTATIVE DELIVERY PERIOD

1.	Repair of Fire-Fighting Systems and Refilling, Servicing, and Updating of Fire Extinguishers Installed in the Samruddhi Buildings of mira bhaindar municipal corporation	

Tenderer's signature with stamp /seal

SECTION 11
ANNEXURE 'E'

SCHEDULE OF BILL OF QUANTITY AND RATES

Sr. No.	Description	Qty.	Unit per	Rate	Total
1	**Pump Room** repairing & servicing of all pumps & replacement of faulty parts				
	a. Main pump	2	set		
	b. Hydrant Jockey pump	1	set		
	c. Sprinkler main pump	1	set		
	d. Sprinkler jockey pump	1			
	e. Booster Pump	2	set		
2	**Pump control panel** repairing servicing & testing of pump control panel & all pumps supply	1	set		
3	**Replacement of P. A. System** P A system installation, cable connection	2	set		
4	**Fire alarm panel** repairing of fire alarm panel (mother board)	2	Set		
5	**04 /05 kg cap. Fire Extinguishers Refilling**	44	Nos.		
6	**Fire hydrant System servicing** Servicing greasing of all system Hydrant valve, ball valve, butterfly valve, hose reel hose drum, , hydrant wheel , all fittings.	2	riser		
				TOTAL	
				GST( )	
				Grand Total	

SECTION 13
ANNEXURE 'G '

To,

The Commissioner,

Mira Bhainder Municipal Corporation,

Bhainder (West)

Sub: Terms & Conditions Acceptance Letter.

Ref : Tender for Supply of Emergency Equipment.

Dear Sir,

We have read and understood all the terms and conditions mentioned in your above referred tender and we have no doubts whatsoever regarding the same.

We undertake that all the terms & conditions mentioned in your above referred tender are acceptable and binding on us.

Thanking You,

Yours Faithfully.

Bidder's Signature.