

# **MUNICIPAL CORPORATION OF GREATER MUMBAI**

## **(GHATKOPAR SWIMMING POOL DEPARTMENT)**



### **e- TENDER DOCUMENT**

**For**

**“Conducting marriage functions, parties & allied functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near odeon Cinema Ghatkopar (E) Mumbai 400077, on Royalty Basis.**

**Bid Number** : 7100099414

**Cost of Tender** : Rs. 500/ plus 6% VAT

**Tender issued by** : Office of the Assistant Manager, Ghatkopar Swimming Pool,  
Ghatkopar East, Mumbai-400077.

## **ARTICLE OF AGREEMENT DOCUMENT**

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**SECTION-1**  
**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**(GHATKOPAR SWIMMING POOL DEPARTMENT)**

**Bid No. 7100099414**

**e-TENDER NOTICE**

**Sub.: "Conducting marriage functions, parties & allied functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near odeon Cinema Ghatkopar (e.) Mumbai 400077, on Royalty Basis.**

The Municipal Corporation of Greater Mumbai (MCGM) invites e-Tender to **"Conducting marriage functions, parties & allied functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near odeon Cinema Ghatkopar (e.) Mumbai 400077, on Royalty Basis**, from contractors of repute, multidisciplinary organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian companies' Act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) and registered in Central or State Government/Semi Govt. Organization /Central or State Public Sector Undertakings will be allowed subject to following conditions.

1.Bidders / Contractors who are not registered with MCGM will have to register prior to applying for Tender.

2.Bidders must have minimum -5- year's experience of conducting similar type of business,

Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of Rs. 500/- + 6% VAT. The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-Tendering process & obtain login credentials to participate in the online bidding process.

- i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3<sup>rd</sup> floor, Municipal Head quarter.
- ii) Followed by SRM login ID and Password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai
- iii) For e-Tendering registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRB, National Informatics Center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

Name and location of work	Contract period	Fixed Monthly Royalty
MCGM Area/Ghatkopar East	11 Months only. However, The MCGM will have the option to renew contract period for a further period of 11 months with the condition to pay royalty at 10 % enhanced rate, not exceeding 33 months of contract period.	Rs. 6,23,700/-

In terms of the 3 stage system of e-Tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit (the "EMD") of Rs.3,74,220/- (Rupees Three Lakhs Seventy Four Thousand Two Hundred Twenty Only), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/ EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-Tender is available on MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet 'A' & 'B' is to be uploaded by the bidder in vendors' document online in Packet 'A', 'B'. Packet 'A', 'B' & 'C' shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of DY. MUNICIPAL COMMISSIONER (DISASTER MANAGEMENT). The Packet 'C' shall be opened if bids submission in Packet 'A' & 'B' satisfies/ includes all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal. (<http://portal.mcgm.gov.in>)

The Applicants interested for the above referred works may contact The Assistant Manager, GHATKOPAR SWIMMING POOL DEPARTMENT at the following address on any working day during office hours.

Ghatkopar Lions Municipal Swimming Pool,  
Ram Narayan Narkar Marg, Near odeon Cinema,  
Ghatkopar (E) Mumbai 400077

The applicants can collect the information of the present status from the department who have invited the bids.

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM (<http://portal.mcgm.gov.in/tenders>).

Sd/12.06.2017

**Dy. Municipal Commissioner  
(Disaster Management)**

## **SECTION- 2**

### **Header Data**

Tender Document No.	7100099414
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	<b>"Conducting marriage functions, parties &amp; allied functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near odeon Cinema Ghatkopar (E) Mumbai 400077, on Royalty Basis.</b>
Cost of Tender Document	Rs. 500 /- + 6% VAT
Fixed Monthly Royalty	Rs. 6,23,700 /-
Bid EMD	Rs. 3,74,220/-
Date of sale of tender	20/06/2017 from 11.30.00 Hrs.
Last date & time for sale of tender & Receipt of Bid EMD	10/07/2017 up to 16.00 Hrs.
Submission of Packet A, B & Packet C (Online)	10/07/2017 up to 16.00 Hrs.
Pre-Bid Meeting	28/06/2017 at 14.00 Hrs. at Office of D.M.C.(D.M.),566,CPD COMPOUND, BAKARI ADDA, BYCULLA WEST,MUMBAI.
Opening of Packet A	13/07/2017 after 12:00 Hrs.
Opening of Packet B	13/07/2017 after 12:05 Hrs.
Opening of Packet C	21/07/2017 after 15:00 Hrs.
Address for communication	Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near odeon Cinema, Ghatkopar (E) Mumbai 400077
Venue for opening of bid	Online at Dy. Municipal Commissioner (Disaster Management)'s office.

**This tender document is not transferable.**

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/12.06.2017  
Dy. Municipal Commissioners  
(Disaster Management)

## SECTION-3

### **ELIGIBILITY CRITERIA**

#### **1. Technical Capacity**

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature at MCGM/ Semi Govt./ Govt. & Public Sector Organizations during last Five(5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- a) Three similar completed works each of value not less than the value equal to 20% of estimated cost put to tender.  
Or
- b) Two similar completed works each of value not less than the value equal to 25% of estimated cost put to tender  
Or
- c) One similar completed work of value equal and or not less than the 40% of estimated cost put to tender.
- d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

#### **2. Financial Capacity**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

#### **3. Similar Experience & others:**

- 1. The Tenderer must have at least **Five Years Experience** in the field and the certificate for the same should be uploaded/ produced along with the tender.
- 2. The Bidder should be a firm/ individual having registration in India and they should have been in operation for a period of at least 1 (One) years as on bid submission date in India.
- 3. Bidder should have office in Mumbai Municipal Area for last 1 years.
- 4. Bidder or any of its holding company/subsidiary company should not have been black listed/barred/banned from doing business by any Local or State or Central Government/Government Department or any of its undertaking or agency at any point of time. In this regard

Notarized Declaration cum Indemnity bond on Rs.500/-Non Judicial Stamp paper is required to be uploaded.(as per Annexure – IV ). Any false statement will invite rejection of bid.

5. The bidder must be registered for VAT / Service Tax and Income Tax in India and The registration certificates should be uploaded.
6. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
7. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/ persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200/- stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

## **SECTION- 4**

### **DISCLAIMER**

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation of Greater Mumbai (MCGM), hereafter also referred as "The Authority ", or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Municipal Corporation of Greater Mumbai (MCGM) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Municipal Corporation of Greater Mumbai (MCGM), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e- tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Municipal Corporation of Greater Mumbai (MCGM) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.



The issue of this e-tender does not imply that the Municipal Corporation of Greater Mumbai (MCGM) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Municipal Corporation of Greater Mumbai (MCGM) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Municipal Corporation of Greater Mumbai (MCGM) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Municipal Corporation of Greater Mumbai (MCGM) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## **SECTION- 5**

### **INTRODUCTION**

#### **4.1. Background:**

MCGM (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, MCGM has mainly focused in providing almost all kinds of engineering services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the MCGM is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

MCGM is an organization having different departments, right from engineering depts. to health depts. Moreover we have other dept. like education, market, fire brigade dept., Octroi and other such departments where quite a good number of staff members are working.

#### **4.2. Scope of Work:**

The Municipal Corporation of Greater Mumbai invites Tender from contractors of repute, multidisciplinary organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) and registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed to conduct marriage functions, parties & allied Functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool, Ram Narayan Narkar Marg, Near Odeon Cinema Ghatkopar (E) Mumbai 400077.

## **SECTION- 6**

### **E-TENDERING ONLINE SUBMISSION PROCESS**

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

**Note:** This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date" Supplier read as "Contractor/bidder"  
Vendor read as "Contractor/bidder"

Vendor Quotation read as "Contractors Bid/Offer" Purchaser read as "Department/ MCGM"

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal.

There are two methods for this registration :( II and III)

II. Transfer from R3 (registered contractors with MCGM) to SRM

- a. Contractors already registered with MCGM will approach to Vendor Transfer cell.
- b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
- c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d. Transferred Vendor receives User ID creation link on his supplied mail Id.
- e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

- a. Vendor fills up Self Registration form via accessing MCGM portal.
- b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.

- d. Vendor creates his User ID and Password for e-tendering application.
- IV. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents
1. Access e-tender link of SRM Portal
  2. Log in with User ID and Password
  3. Selects desired Bid Invitation (he wants to bid)
  4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
  5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
  6. Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
  7. All the documents uploaded have to be digitally signed and saved. Contractors can procure their digital signature from any certified CA's in India.
  8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
  9. For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Item Rate" figure. By default the value is zero only.
  10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
  11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
  12. Please note that "Hold" action do not submit the Bid.
  13. Applicants will receive confirmation once the Bid is submitted.
  14. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet '**A**' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet '**A**', Packet '**B**' & Packet '**C**' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Dy. M.C. (D.M.)

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

## **SECTION- 7**

### **"INSTRUCTIONS TO APPLICANTS"**

#### **Eligibility of Applicants**

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) and registered in Central or State Government/Semi Govt.Organization /Central or State Public Sector Undertakings will be allowed subject to following conditions.

1. Bidders / Contractors who are not registered with MCGM will have to register prior to applying for Tender.
2. Bidders must have minimum -5- years' experience of conducting marriage functions, parties & allied Functions on the open lawn.

To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

#### **Technical capacity**

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature MCGM /Semi Govt. /Govt. & Public Sector Organizations during **last Five (5) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied).

- a) Three similar completed works each of value not less than the value equal to 20% of estimated cost put to tender.  
Or
- b) Two similar completed works each of value not less than the value equal to 25% of estimated cost put to tender  
Or
- c) One similar completed work of value equal and or not less than the 40% of estimated cost put to tender.
- d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

#### **Financial Capacity**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

### **General Criteria**

- 1) The Bidder should be a firm/ individual having registration in India and they should have been in operation for a period of at least 1 (One) years as on bid submission date in India
- 2) Bidder should have office in Mumbai Municipal Area for last 1 years.
- 3) The Bidder should have the FIVE YEARS experience of conducting marriage functions, parties & allied Functions on the open lawn. The work order copies and completion certificate should be attached and uploaded with the bid.
- 4) Bidder or any of its holding company/subsidiary company should not have been black listed/barred/banned from doing business by any Local or State or Central Government/Government Department or any of its undertaking or agency at any point of time. **Self-declaration is required to be uploaded on letterhead of bidder.** Any false statement will invite rejection of bid.
- 5) The bidder must be registered for VAT / Service Tax and Income Tax in India and The registration certificates should be uploaded.

### **6) Time period of Tender:-**

**The initial Time Period of contract is -11- Months only. However, The MCGM will have the option to renew contract period for a further period of 11 months with the condition to pay royalty at 10 % enhanced rate, not exceeding -33- months of contract period.**

### **7) FORECLOSURE / TERMINATION OF AGREEMENT**

The agreement shall be liable to be revoked, withdrawn or terminated with notice in writing without assigning any reason whatsoever when the licensor desire to do so. Whenever the licence is so revoked, withdrawn or terminated by the licensor / MCGM, the licensee shall hand over vacant and peaceful possession of the premises.

- 8) The Municipal Corporation Greater Mumbai / their Officers reserve its right to inspect the premises as and when required.
- 9) Bidders may note that Municipal Commissioner shall reject the tender if the bidder submits the conditional tender, stipulates hedging condition / own conditions and also stipulates the validity period less than what is stated in the tender.
- 10) The tenderers have to pay minimum fixed monthly royalty of Rs. 6,23,700/- + government taxes per month.
- 11) The fixed monthly Royalty and Royalty quoted in an offer Form will have to be paid in advance before the 10<sup>th</sup> day of the month. If not paid on due date, PENALTY @ 20% Per annum will be charged on the amount due.
- 12) The Tenderer will have to make the payment of EMD amounting to Rs.3,74,220/-
- 13) No interest shall be paid by MCGM towards the deposited EMD and Security Deposit.

- 14) Successful bidder will deposit with the Corporation the sum of Rs.37,42,200/- (Rs. Thirty Seven Lacs Forty Two Thousand Two Hundred only) **as Security Deposit** towards faithful compliance.

### **IMPORTANT DIRECTIONS**

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.
2. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.
3. Applicants/ Bidders shall refer portal.mcgm.gov.in\tenders for "The Manual of Bid- Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.
4. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to bmcelection@gmail.com / ac@mcgm.gov.in The subject shall clearly bear the following identification / title: **"Queries/ Request for Additional Information of TENDER.** Any changes in mail ID will be intimated on the portal.
5. In case of **Equal Rate** of highest bidders (H1), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Documents number for re-quoting** and such development needs to be done by IT department in MCGM's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. H1.**
6. In case of equal rate of highest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned HOD.



## **SECTION 8**

### **Submission of Tenders**

#### **PACKET – A**

The Packet 'A' shall contain scanned certified copies of the following documents. Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a)** The tenderer shall pay the EMD through payment gateways and shall upload the screenshot of receipt of payment in Packet 'A'.
- b)** Valid Registration Certificate.
- c)** Service Tax Registration Certificate.
- d)** A document in support of Registration under Maharashtra 'VAT' Act 2002. Sales Tax Registration Certificate in Maharashtra (or equivalent requirement under VAT). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit Sales Tax Registration Certificate in Maharashtra within 15 days of issue of work order.
- e)** Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- f)** The bidders shall categorically provide their e-Mail-ID in packet 'A'.

#### **NOTE:**

- ✓ If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- ✓ If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

### **PACKET – B**

The Packet 'B' shall contain scanned certified copies of the following documents –

- A) Particulars about the Tenderer (Annexure – I )
- B) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
- C) Proof of Office established in Mumbai Municipal Area from Last 1 year from last date of previous month of bid issue date.
- D) Authorization letter for attending tender opening (Annexure- II )
- E) Annual financial turnover for preceding three financial years as certified by Chartered Accountant.
- F) To submit the copy of duly registered power of attorney wherever applicable.
- G) All the bidders shall submit notarized declaration-cum-indemnity bond on Rs. 500/- stamp paper in the prescribed format as attached in the tender documents (Annexure- III ).
- H) Form OF Tender ( Annexure -IV ).
- I) Affidavit (Annexure- V ).
- J) Past performance/ Experience certificate. (Annexure – VI ).
- K) Firm/Company/Sanstha Registration Certificates.
  - I) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co.
  - II) Company Registration Certificate, articles of association as the case may be.

#### **Note:**

- ✓ If it is found that the tenderer has not submitted required documents in Packet "B" then, the shortfalls will be communicated to the tenderer through e-Mail only and compliance required to be made within a time period of **three working days otherwise they will be treated as non-responsive.**

### **PACKET – C**

- a) Online tender filled in Item Rate Basis:- For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quote Item wise rates. (The default value is zero only, The tenderer(s) must quote amount excluding fixed monthly royalty of Rs. 6,23,700/-)

**Note:-** Packet "C" of the tenderers who are found responsive after the scrutiny of Packet "A" and packet "B" will only be considered and opened.

## **SECTION 9**

### **BID VALIDITY**

Bids shall remain valid for a period of not less than One Hundred Twenty (120) days from the date of opening of packet "C". A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

## **SECTION- 10**

### **"IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE BIDERS"**

**Before filling in the tender, tenderer are requested to go through the "GENERAL CONDITIONS OF CONTRACT", "TERMS AND CONDITIONS", "INSTRUCTIONS TO APPLICANTS", and all "Annexures" very carefully, wherein the tender conditions and contract conditions are clearly mentioned.**

1. Sealed Tenders are invited for conducting marriage functions, parties & allied functions on the open lawn, open space for cooking purpose, separate space for The bride and groom, separate space for parking at the Ghatkopar Lions Municipal Swimming Pool.
2. The parking facility is available only on following schedule.  
  
Monday – morning 7.00 a.m. to 12.00 midnight.  
  
Sunday – after 12.00 noon to 12.00 midnight.  
  
Tuesday to Saturday – evening 7.00 p.m. to 12.00 midnight.
3. The tenderers have to pay minimum fixed monthly royalty of Rs. 6,23,700/- + government taxes per month.
4. The tenderers may inspect the site before submitting their offers.
5. The tenderers will have to quote offer royalty amount in addition to the minimum fixed monthly royalty amount as aforesaid.

**6. Earnest Money Deposit (E.M.D.):**

- a. The tenderers have to get the vendor/validation number registered with M.C.G.M., in all cases. The E.M.D. shall be paid by the tenderer online before end date and time of the bid and details of the same shall be uploaded in e-packet 'A'.  
If the tenderer fails to pay the E.M.D. online before end date and time of bid and submit then the tenderer shall be treated as non-responsive and his tender shall not be opened and shall be rejected.

**The standing deposit with the MCGM shall not be considered for E.M.D., bidder has to pay full amount of E.M.D. separately.**

- b.** The tenderer quoting / bidding for more than one work, shall pay as mentioned above E.M.D. in online only before end date of bid submission separately for each offer for which the bidder is quoting the tender.
  - c.** The tenderer shall pay as mentioned above E.M.D. online at payment gateway and details of the payment of requisite E.M.D. shall be uploaded in e-packet 'A'.
  - d.** If the tenderer(s) withdraw tender offer during the tender validity period and tenderer fails to submit e-Packet 'C' then his 100% E.M.D. and A.S.D. shall be forfeited.
  - e.** The earnest money deposit (E.M.D.) of the first 4 lowest responsive tenderer shall be retained till the official sanction of the standing committee or the appropriate authority, as the case may be, is obtained and the acceptance letter/work order is given to the successful bidder. E.M.D. of other tenderers are concerned, once the acceptance letter is given to the successful tenderer, the E.M.D. of the remaining 3 lowest responsive tenders shall be refunded immediately. It is generally observed that the successful tenderer prefers to convert E.M.D. into Security Deposit and, therefore, there remains nothing as E.M.D. However, if the successful tenderer does not convert the E.M.D. into Security Deposit, the E.M.D. shall be refunded immediately after the Security Deposit is paid by him.
  - f.** The tenderer(s) has to submit the documentary evidence of payment of E.M.D. at the time of refund of E.M.D. 10 % of E.M.D. amount of non-responsive tenderer will be forfeited at the time of the refund of E.M.D.
7. The Tenderer will have to make the payment of EMD amounting to Rs.3,74,220/-
8. No interest shall be paid by MCGM towards the deposited EMD and Security Deposit.
9. Only one Tender will be accepted from each Tenderer.
10. The Tenderer must have at least **Five Years Experience** in the field and the certificate for the same should be produced along with the tender.
11. The Municipal Commissioner reserves the right to reject any or all the tenders or relax or modify any terms and conditions of this tender without assigning any reason.

Sd/12.06.2017  
Dy. Municipal Commissioner  
(Disaster Management)

**SECTION –11**  
**GENERAL CONDITIONS OF CONTRACT**  
**General**

**1. Definitions**

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**The “Contract”** shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

**The Contract Data** defines the documents and other information which comprise the Contract.

**The “Contractor”** shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

**The Bidder** is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

**The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

**The Authority** shall mean Municipal Corporation of Greater Mumbai (MCGM)

**The “Employer”** shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

**The Start Date/Commencement Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

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

**2. Right to accept or reject any or all Applications/ Bids**

Notwithstanding anything contained in this TENDER, "The Authority" reserves the right to accept or reject any Application and to the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

**3. Validity of Tender:-**

**The offer is valid for 120 days from the date of opening of packet 'c'**

**4. The bid shall be rejected if the bidder-**

- a. Stipulates the validity period less than 120 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

**5. Inspection of site of tender:**

The Municipal Corporation Greater Mumbai / their Officers reserve its right to inspect the premises as and when required.

**6. Legal + Stationary Charges: (As per applicable circular)**

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no CA/FRG/26 dtd 23.12.2015

Contract Value		Legal & Stationary Charges in Rs.
Upto Rs. 3,00,000/-		Nil
From Rs. 3,00,001/-	to Rs. 20,00,000/-	680/-
From Rs. 20,00,001/-	to Rs. 1,00,00,000/-	2670/-
Above Rs. 1,00,00,000/-	to any amount	6660/-

**7. Stamp Duty: (As per applicable circular)**

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

**A.** The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

**B.** All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

8. **Tenderer's address:-**

The Tenderer's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per **Annexure – I** .

9. **PENALTY FOR DELAY :-**

The licensee(s) shall be liable to pay the penalty in case of :

- a) The monthly license fee as quote in an offer Form will have to be paid in advance before the 10<sup>th</sup> day of the month. If not paid on due date, PENALTY @ 20% Per annum will be charged on the outstanding amount.
- b) If Area is not maintained in reasonably clean condition –Rs. 500/- per event.
- c) If Complaint Register for registration of complaints from person/s availing the lawn Facility is not maintained Rs.500/- per event

10. **FORECLOSURE / TERMINATION OF AGREEMENT**

The agreement shall be liable to be revoked, withdrawn or terminated with notice in writing without assigning any reason whatsoever when the licensor desire to do so. Whenever the licence is so revoked, withdrawn or terminated by the licensor / MCGM, the licensee shall hand over vacant and peaceful possession of the premises.

11. **Contract Execution:-**

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence /proof of payment of security deposit within 30 days from the date of letter of acceptance received by him.

12. If the amount of the Security Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance , the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

13. **Jurisdiction of courts:-**

In case of any claim, disputes or differences arising the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai.



## SECTION-12

### **OFFER FORM** **(Upload in packet "C")**

To,  
The Municipal Commissioner  
Municipal Corporation of Greater Mumbai,  
Mahapalika Marg  
Fort, Mumbai – 400001

Sub: Conducting marriage functions, parties & Allied functions on the open lawn at the Ghatkopar lions Municipal Swimming Pool, Ghatkopar on Royalty basis.

Sir,

I/we do hereby offer a tender for conducting marriage functions, parties & allied spaces on the open lawn at the Ghatkopar lions municipal swimming pool, on Royalty and leave and License basis.

I/We have carefully inspected the place offered for conducting marriage functions, parties & allied spaces on the open lawn and have gone through the terms and conditions of tenders. I/we hereby agree to abide by the said terms and conditions etc.

I/We do hereby state and declare that I/we, whose names 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 establishment/firm or otherwise, now are we in any way related or concerned with the establishment/firm or any other person who have filled in the tender for the aforesaid work.

I/We shall deposit with the Corporation the sum of Rs.37,42,200/- (Rs. Thirty Seven Lacs Forty Two Thousand Two Hundred only) **as Security Deposit** towards faithful compliance and payment of monthly Royalty in advance before taking over possession of the site. I/we are aware that this deposit shall be in terms of pay order / demand draft / Bankers guarantee only and will not bear any interest thereon.

I /We are aware that, the initial Time Period of contract is 11 Months only. However, The M.C.G.M. will have the option to renew contract period for a further period of 11 months with the condition to pay royalty at 10 % enhanced rate, not exceeding 33 months of contract period.

I/We have paid Earnest Money Deposit of Rs.3,74,220/-(Rupees Three Lakh Seventy Four thousand Two hundred Twenty only). I/We are aware that this E.M.D. shall not bear any interest thereon.

I/We agree to submit the copy of registration papers of our Agency or / Organization which the Charity Commissioner or / any other similar Government Authority and work experience certificate for conducting marriage functions, parties & allied functions.

I/We agree that the corporation shall without prejudice to any other rights or remedy, is at liberty to forfeit the said earnest money absolutely, if,

- i. I/We fail to keep the offer open as aforesaid.
- ii. I/We fail to execute the agreement and pay the Security deposit when called upon to do so.
- iii. I/We fail to take possession of the premises.

The offer is valid for 120 days from the date of opening of the packet "C".

I/We hereby further agree to observe and comply with all the provisions of law, rules and regulations enforced by Govt., MCGM or any other competent authority applicable to the said premises and the activity being conducted therein.

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

I/We hereby offer a Royalty of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only.)  
per month in addition to the minimum Royalty of Rs. 6,23,700/- (Rs. Six Lakhs Twenty Three Thousand Seven Hundred Only) plus government taxes, for conducting marriage parties & allied functions on the open lawn at the Ghatkopar Lions Municipal Swimming Pool.

Yours faithfully,

(Name & signature of the tenderer with  
Seal & Stamp)

Place : Mumbai

Date :

Address of the Firm of partners,  
Along with the names of the partners.

- 1.
- 2.
- 3.
- 4.

**SECTION-13**  
**TERMS AND CONDITIONS**

(only persons or firms having an experience for conducting marriage functions, Parties & allied functions on open Ground for not less than five years are eligible for submitting the Tender.)

1. The corporation shall allow the licensee to occupy the premises of lawn at Ghatkopar Lions Municipal Swimming Pool, open space for conducting marriage functions, parties, open space for cooking purpose, separate space for The bride and groom, separate space for parking on payment of Fixed monthly Royalty of Rs.6,23,700/- + government taxes per month from the licensee towards occupation of the said premises. The tenderer shall not be allowed to use the premises for storage / dumping of their goods or decoration material whatsoever, and in such event of unauthorized storage the same shall be considered as violation of contract. The tender shall in no way cause obstruction or hindrance to the smooth working of swimming pool by the members. Any such complaints by swimming pool members shall be taken into consideration and can be grounds for disqualification of the contractor and cancellation of this contract.
2. Information regarding status of Tenderer.
  - (1) (a) Whether it is proprietary concern ?  
(b) If so, name and addresses of the owner ?
  - (2) If it is a partnership concern, please furnish names and address of all the partners and copy of registration certificate.
  - (3) In case of a company, please furnish documentary proof to show that the company is registered.
3. Firm with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant with proprietor /partners closely related to each other such as husband, wife, father, mother, minor son / daughter and brother/sister minor brother / sister shall not tender separately under different names for the same contract.
  - a. If it is found that firms as described above have tendered separately under different names for the same contractors, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firm/establishment shall be liable at the discretion of municipal commissioner for further penal action/blacklisting.
  - b. If it is found that closely related person have submitted separate tenders under different names of firms/establishment and/or if such firms/establishments though they have different addresses are managed or governed by the same person/persons jointly or solely such tenders shall be liable for action as above.

- c. If after award of contract it is found that the accepted tenderer has violated any of the clauses 3 a or 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/establishment.
4. The work of providing decoration and electric illuminations shall be carried out through authorized persons holding statutory licence for erection of mandap and electrification.
  5. The work of providing catering services shall be carried out through the authorized catering license holder.
  6. The Licensee shall pay Fixed Monthly Royalty plus Offered Royalty and applicable government taxes thereon in advanced before the 10<sup>th</sup> day of each month, failing which the licensee will have to pay the penalty at the rate of 20% p.a.
  7. The Licensee shall not employ any child labour and shall submit list of workers along with their ages to the Dy. Municipal Commissioner (D.M.) from time to time and as and when any new workers is appointed.
  8. The licensee shall obtain license and at all times duly observe and abide by the terms and conditions of such license. The licensee shall comply with all the rules and regulations framed by and/or orders passed by the Municipal Corporation of Greater Mumbai and government authorities competent to frame or pass rules and orders in respect of his business on the premises.
  9. The licensee shall deposit the amount equal to the -6- times of fix monthly royalty ( 6,23,700 x 6 times ) = Rs. 37,42,200/- as Security Deposit (not to bear interest) with Municipal Corporation of Greater Mumbai, for the due observance and performance of those terms and conditions etc., which amount shall be forfeited by the corporation in the event of committing a breach in the observance and performance of these terms and conditions by the licensee. The security deposit paid as aforesaid will be returned to the licensee, if the licensee has faithfully observed the terms and conditions.
  10. The licensee shall make his own arrangement to obtain separate electric meter from authorities or bring electric generator for electric supply. No electric supply will be provided to the licensee by the corporation.

11. The licensee shall make his own arrangement to obtain separate water connection from authorities. No water supply will be provided to the licensee by the Corporation.
12. The licensee shall provide his own temporary furniture fixtures and fitting etc. Including fans, lights as are necessary for service and his business and the same should be attractive and matching.
13. The services of licensee will start by making the payment of fixed monthly minimum royalty + offer royalty + applicable Govt. taxes, within -30- working days from the date of acceptance of the tender.
14. The licensee shall have to submit the testimonials in support of the experience of providing decoration and electric illumination for not less than five years.
15. The licensee shall provide at his own cost dust-bins for collection, removal of refuse and garbage shall as well make his own arrangement for its removal at least thrice every day.
16. The licensee shall prevent any disorder upon the premises.
17. The licensee shall be responsible for any misconduct on the part of his servants or any nuisance caused directly or indirectly by them.
18. The licensee shall permit municipal authority/ officers at all times to enter the lawn to make inspect on the following
  - a. Decoration and electrical arrangements.
  - b. Quality and quantity of materials.
  - c. Condition of electrical fittings.
  - d. Condition of Fire safety Equipment.
  - e. General cleanliness upkeep of the municipal corporation etc.
19. The licensee shall maintain the premises allotted to them by the corporation in perfect conditions and take necessary measures to preserve them and shall handover to the municipal commissioner or any of the officer appointed by the corporation in perfect state and clean condition on expiry of this license.
20. The licensee shall be responsible for any damage, loss or injury whatsoever that may be caused any time to any property of the corporation or to any person or persons including third party carrying on his business for running the decoration of electrification and when carrying out any repairs or other works pertaining to the said contract. All such damages, injury or loss to the life or property shall be made good/or as the case may be shall be paid

immediately by the licensee to the satisfaction in all respects of the licensor or any other competent authority.

21. The licensee shall keep the corporation their officers and servants harmless and provide indemnity from and against any losses should damages cost, charges, claims and demands whatsoever including claims under the workmen's compensation Act 1924 their officers or servants may sustain, incur or become liable to pay for the reason or in consequence of any injury to any person or to any property either belonging to the corporation or to the third party whether resulting directly through any accident or otherwise to life or property while carrying on the business of decoration and when carrying out repairs or other works pertaining to the said lawn such damage injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the licensee to the satisfaction in all respects of the municipal commissioner or competent authority.
22. Nothing herein contained shall purport or operate to declare assign, limit or extinguish whether present or in future in favour of any person any right, title, interest whether vested or contingent in the premises of the corporation and these present shall in all respects be construed as & be a licensee.
23. The corporation shall in no way be responsible or reliable for any damages, loss or injury caused to the property or person of the licensee or their servants from any cause whatsoever.
24. The corporation shall not be party to the recovery or payment of any bills or dues from any of the licensee's customer.
25. The licence shall be liable to be revoked, withdrawn or terminated with notice in writing without assigning any reason whatsoever when the licensor desire to do so. Whenever the licence is so revoked, withdrawn or terminated by the licensor the licensee shall hand over vacant and peaceful possession of the premises.
26. The licensee can request for termination of licence with one month notice in writing with suitable reason acceptable to MCGM.
27. Municipal officers of the corporation shall be entitled to enter the premises and occupy the same. The licensee shall not be entitled to any compensation whatsoever on account of the termination of the license.
28. The licensee shall forthwith at his own cost and expense comply with any requisition, orders, and/or notice issued by the municipal commissioner/licensor, executive health officer or any other competent municipal officer or any of the public body pertaining to any matter in connection with business of providing the decoration and electric illumination.
29. In any case of dispute about this tender contract, or regarding interpretation of any of the terms and conditions, the decision taken by Dy. Municipal commissioner shall be final and binding on the parties to this contract.

30. The licensee shall not exhibit any sign board, name plates or advertisement within or outside the said premises, without written permission from the Municipal Commissioner / D.M.C. (D.M.)
31. The licensee shall not encroach upon the space beyond that allotted to him in any manner. Any such encroachment will be deemed to be breach of the performance and observance of these terms and condition and dealt with accordingly.
32. The licensee shall not assign, mortgage transfer or sublet the rights and liberties here by granted or take any new partner or partners with them without consent of the Municipal Commissioner / D.M.C.(D.M.) in writing. The initial period of license is 11 months only. The MCGM however will have the option to get the license renewed for a further period of 11 months, not exceeding 33 months on licensee agreeing to pay at 10 % enhanced rate.
33. In cases of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts in Mumbai (India) only.
34. The Licensee shall duly observe and comply with all the provisions of law, rules and regulations enforced by Govt., MCGM or any other competent authority applicable to the said premises and the activity being conducted therein.
35. The Licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to the property of the MCGM or to any person or persons including any third party while carrying on his business and when carrying out any repairs of other works pertaining to the said open lawn all such damages, injury or loss to life or property shall be made good and/ or as the case may be shall be paid immediately by the Licensee to the satisfaction in all respect of the Dy. Municipal Commissioner (D.M.) or any other competent authority.
36. Details of the partnership such as names, addresses and any special qualification in this respect must be submitted along with the tender.
37. The licensee shall enter into a written agreement with the corporation embodying the above terms and conditions and all cost incidental thereto shall be borne by the licensee.
38. The Municipal Commissioner reserves the right to reject any or all the tenders or relax or modify any terms and conditions of this tender without assigning any reason.

Signature of tenderer/s with  
Seal & Stamp

Place:-

Dated :-

Address : (Full Address of the Firm) / Tel. No. / Cell No.

## **SECTION- 14**

### **PRE-BID MEETING**

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. Only one representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



## **SECTION – 15**

### **ANNEXURE - I**

Particulars about the tenderer- (Specimen copy)

Date:-.....

(Following information to be submitted along with tenders (**in Packet "A"**) as detailed herein below on the **letterhead of the tenderer**. Put a tick mark where applicable. Write N.A. where not applicable. All fields are necessary).

1. Name & Address of the tenderer.
2. Names and addresses of all the partners.
3. e-mail address of the firm.
4. Name & address of the Tenderer.
  - a. Registered Head Office with Postal Address and Telephone Numbers
  - b. Mumbai Office address with Telephone Numbers.
5. Total annual turnover in the last Three Financial Year of tenderer.
6. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
  - a. If so, furnish photo state copy of Certificate of Registration.
  - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
  - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
  - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).
7. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
8. Location of other works owned by the firm/Service Provider (if any).

I/We have carefully gone through the tender documents and the term and conditions mentioned therein & are all acceptable & agreeable in entirety to me/us.

**Full Signature of the tenderer with**

**Official Seal & Address**

## **Annexure - II**

**Undertaking to be signed by the tenderer (one copy To be upload  
PACKET B) & other copy kept in hand with representative)**

**Authorisation Letter For Attending Tender Opening on letterhead**

To,

The Municipal Commissioner,

M.C.G.M.

Subject: Tender No. \_\_\_\_\_  
due on

Sir,

Mr..... has been  
authorized to be present at the time of opening of above tender due on \_\_\_\_\_  
at \_\_\_\_\_ p.m. on my/our behalf.

Yours faithfully,

Signature and seal of the tenderer

**Specimen Signature of representative**

**Note:- Photo ID of Representative is compulsory**

**Annexure- III**

(On Rs. 500/- Stamp Paper)

**NOTARIZED DECLARATION CUM INDEMNITY BOND**

- I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.
1. I declare that I have submitted certificates as required to Ghatkopar Swimming Pool Department 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 declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/ de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
  3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, 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 \_\_\_\_\_.
  1. I agree, I under any other name or under the name of any other establishment/ firm or otherwise, nor are we in any way related or concerned with any establishment/firm or any other person, who have filled in the tender for the aforesaid work.
  4. I agree and undertake that my firm is not under any penal action such as Demolition, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government and Government Undertaking etc.
  5. I hereby further, undertake to communicate if my/our firm comes under any penal action such as Demolition, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government and Government Undertaking etc.
  6. I hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the MCGM to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

**Signature of Tenderer/Bidder**

## **Annexure - IV**

### **Form of Tender**

To,  
The Municipal Commissioner,  
Municipal Corporation of Greater Mumbai  
Municipal Head Office building,  
Mahapalika Marg, Fort,  
Mumbai - 400 001.

Sir,

1. I / We have read and examined the following documents relating to work of \_\_\_\_\_ for \_\_\_\_\_ department.

- 1) Invitation to Tenders
- 2) Instructions to Tenderers and list of approved Banks
- 3) Form of Tender
- 4) Contract Agreement form
- 5) Special Instructions to the Tenderers
- 6) Special Directions to the Tenderers
- 7) Scope of work and Technical Specifications
- 8) Special conditions, if any.
- 9) Minutes of pre tender meeting, if any.
- 10) Addendum, if any.

I / We \_\_\_\_\_

(full 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, designs, drawing and other relevant details.
3. According to your requirements for payment of E.M.D. amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for the work of \_\_\_\_\_

\_\_\_\_\_, I/We have paid E.M.D. at the time of submission of Tender.

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 180 days from the date fixed for opening of the Bid 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.
7. I/We \_\_\_\_\_ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
8. I/ We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me /us that any information given by me / us in this tender is false or incorrect I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
9. I/ We agree to undertake that I / We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/ us or any work assigned to me / us or is withdrawn by the Corporation.
10. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

**Full name and address with  
Telephone nos., if any**

**Yours faithfully,**

**Signature of Tenderer**

Full names and private residential addresses with telephone nos. of all the partners constituting this firm:

**Annexure - V**  
**AFFIDAVIT**  
**(Upload in PACKET B)**

**To,**

**The Municipal Commissioner**

**Municipal Corporation of Greater Mumbai.**

**Sir,**

I / We.....(full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of ..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

- 1.** I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the tender for the aforesaid work.
- 2.** I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
- 3.** I /We do hereby undertake that we have offered best price for the contract.
- 4.** I / We agree to comply with the requirements of all labour laws or other enactments applicable to this tender and abide them throughout the period of contract.
- 5.** I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract. I / We accept the right of MCGM to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises if it is felt that the said person is an undesirable element or is likely to create nuisance. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
- 6.** I / We shall not sublet the work to any agency without prior approval of the MCGM.

**7.** I / We understand and accept that our tender is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the MCGM if-

- a)** I / We fail to keep the tender open as aforesaid,
- b)** I / We fail to execute the Agreement or make payment of Security deposit when called upon to do so,
- c)** I / We fail to take possession of site.

**8.** I/We..... hereby further state and declare that-  
I/We are

- ☐ not declared insolvent any time in the past.
- ☐ not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- ☐ not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

**9 .** I / we do hereby agree that if in future, it comes to the notice of MCGM/ if it is brought to the notice of MCGM that any disciplinary / penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as its finds fit.

**10 .**The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.

**11.** I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sales Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for MCGM for 10 years.

**12.** I / We .....Have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any

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

- 13.** I/We, \_\_\_\_\_ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

I/We, \_\_\_\_\_ hereby submit the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.

- 14.** I / We further confirm that the information/ documents submitted by me / us is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document submitted by me/us in this tender is false or incorrect, I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to 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.

"I/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 Municipal Corporation of Greater Mumbai 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."



I/We \_\_\_\_\_  
(Full Name in the Capital Letters starting with surname) the Proprietor /  
Managing Partner / Managing Director / Holder of the Business / Authorized  
Distributors for the Establishment / Firm / Registered Company named  
herein below do hereby undertake that, if the explanation submitted by  
me/us is unsatisfactory then action as stated above including forfeiture of  
deposit & blacklisting may be taken against me/us.

Full name and complete address with

Yours faithfully,

Tel. Nos. & E-mail address of

all partners

**Full Signature of the tenderer  
with Official Seal and Address.**

**WITNESS:**

(1) Full Name .....

And Address .....

Signature .....

(2) Full Name .....

And Address .....

Signature .....

**Note :-** To be filled in and signed by the tenderer and to be submitted on  
non judicial paper of Rs, 200/-duly notarized by Notary Public / First Class  
Magistrate

## **Annexure - VI**

### **Past performance / Experience Certificate**

#### **STATEMENT OF EXPERIENCE CERTIFICATES**

**(For the period of last five years)**

The details of work experience for the last five years is as follows.

#### **LIST**

#### **NOTE:-**

**The documentary proof should be in the name of Tenderer.**

## **ANNEXURE - VII**

### **FORMAT OF CONTRACT AGREEMENT FORM**

**Tender..... Dated \_\_\_\_\_20....**

MC's sanction/AMC(P)'s sanction/Standing Committee Resolution No.....  
dated ..... CONTRACT FOR THE WORKS

..... This agreement made this day  
of ..... Between, inhabitant of ..... carrying out  
business at ..... in ..... under the  
style and name of Messrs.....  
..... (hereinafter called the contractor) of the  
one part and Shri. .... the D.M.C.(D.M.)  
(hereinafter called "the Commissioner" in which expression are included unless the  
inclusion is inconsistent with the context or meaning thereof his successor or  
successor for the time being holding the office of "Deputy Municipal Commissioner  
(Disaster Management) of the second part and the Municipal Corporation of  
Greater Mumbai (hereinafter called "The Corporation") of the third part, WHEREAS  
the contractor has tendered for the works described above and his tender has been  
accepted by the Commissioner (with the approval of the Standing Committee of the  
Corporation) NOW THIS AGREEMENT WITNESSES as follows:-

- (1) In this agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract for works  
hereinafter referred to
- (2) The following documents shall be deemed to form and be read and construed as  
part of this agreement viz.
  - (1) The said tender and Letter of Acceptance.
  - (2) The scope work and technical specifications
  - (3) The Standard General Conditions of Contract
  - (4) Instructions to bidders
  - (5) The tender notice
  - (6) Tender Form
  - (7) Minutes of Pre-bid meeting, if any
  - (8) Addenda, if any
  - (9) All correspondence documents between Bidder & MCGM
- (3) In consideration of the payments to be made by the Commissioner to hereby  
convenient with the commissioner to carry out the work of .....  
..... in conformity in all respects with the provision of the contract.
- (3) The Commissioner hereby convenient to pay to the Contractor in  
consideration of the carry out the work of .....  
....., the

Contract price at times in the manner prescribed by the Contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to herein to affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed and delivered by the contractor

.....

.....

In the presence of & style of  
Contractors

Trading under the name

.....

Full Name .....

Address .....

.....

.....

Signed by the  
Deputy Municipal Commissioner  
(Disaster Management)

Assistant Manager  
Ghatkopar Swimming Pool  
In the presence of

.....

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the .....  
..... 20..... in the presence of Two Members of the standing Committee of the Corporation.

1) .....

1) .....

.....

.....

2) .....

2).....

.....

.....

and in the presence of the Municipal  
Secretary.....

**Municipal Secretary.**

**Note:** The successful bidders will have to pay for preparing contract documents, legal charges and stationery charges as per prevailing rates.

## **ANNEXURE- VIII**

### **LIST OF APPROVED BANKS**

1. The following Banks with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Bankers 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 Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the Bank with Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor / supplier furnishing the Bankers Guarantee.

<b>List of the Approved Banks</b>	
<b>(A) S.B.I. and its subsidiary Banks:</b> (1) State Bank of India (2) State Bank of Bikaner and Jaipur (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 (8) State Bank of Indore  <b>(B) Nationalised Banks:</b> (9) Canara Bank (10) Andhra Bank (11) Bank of Baroda (12) Bank of India (13) Bank of Maharashtra (14) Central Bank of India (15) Dena Bank (16) Indian Bank (17) Indian Overseas Bank (18) Punjab National Bank (19) Punjab & Sind Bank (20) Syndicate Bank (21) Union Bank of India (22) Vijaya Bank (23) UCO Bank (24) United Bank of India (25) Corporation Bank (26) Allahabad Bank (27) Oriental Bank of Commerce*	<b>(C) Scheduled Commercial Banks:</b> (28) Bank of Madura Ltd. (29) Bank of Rajasthan Ltd. (30) Banaras State Bank Ltd. (31) Bharat Overseas Bank Ltd. (32) Catholic Syrian Bank Ltd. (33) City Union Bank Ltd. (34) Development Credit Bank (35) Dhanalakshmi Bank Ltd. (36) Federal Bank Ltd. (37) Indus Ind. Bank Ltd. (38) I.C.I.C.I. Banking Corporation Ltd. (39) Jammu and Kashmir Bank Ltd. (40) Karnataka Bank Ltd. (41) Karur Vysya Bank Ltd. (42) Kotak Mahindra Bank (43) Lakshmi Vilas Bank Ltd. (44) Nadungadi Bank Ltd. (45) Ratnakar Bank Ltd. (46) South Indian Bank Ltd. (47) S.B.I. Commercial & Int. Bank Ltd. (48) Tamilnadu Mercantile Bank Ltd. (49) Vysya Bank Ltd. (50) HDFC Bank Ltd. (51) IDBI Bank Ltd. (52) Axis Bank Ltd

**(D) Scheduled Urban Co-op. Banks:**

- (53) Abhyudaya Co.op.Bank Ltd.
- (54) Bassein Catholic Co.op. Bank Ltd.
- (55) Bharat Co.op. Bank Ltd.
- (56) Mumbai Mercantile Co.op. Bank Ltd.
- (57) Cosmos Co.op. Bank Ltd.
- (58) Greater Mumbai Co.op. Bank Ltd.
- (59) Maharashtra State Co.op. Bank Ltd.
- (60) Mumbai Dist. Central Co.op. Bank Ltd
- (61) JanataSahakari Bank Ltd.
- (62) North Canara GSB Co.op. Bank Ltd.
- (63) Rupee Co.op. Bank Ltd.
- (64 ) Saraswat Co.op. Bank Ltd.
- (65) ShamraoVithalCo.op. Bank Ltd.
- (66) Mahanagar Co-op. Bank Ltd.
- (67) Citizen Bank Ltd.
- (68) Sangli Urban Co-op Bank Ltd.
- (69) Panjab & Maharashtra Co-op Bank Ltd.
- (70) Janakalyan Bank Ltd.
- (71) Yes Bank Ltd.
- (72) Thane JantaShakari bank Ltd.

**(E) Foreign Banks:**

- (73) The Royal bank of Scotland Bank (NV)
- (74) American Express Bank Ltd.
- (75) ANZ Grindlays Bank
- (76) Bank of America N.T. & SA.
- (77) Bank of Tokyo Ltd.
- (78) Bank Indosuez
- (79) BanqueNationale de Paris
- (80) Barclays Bank
- (81) City Bank N.A.
- (82) Hongkong& Shanghai Banking Corpn.
- (83) Mitsui Taiyokbe Bank Ltd.
- (84) Standard Chartered Bank Ltd.
- (85) Cho Hung Bank

## **Annexure- IX**

### **Bankers Guarantee in Lieu of Security Deposit for Work**

THIS INDENTURE made this .....day of .....20..... BETWEEN THE ..... BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' 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 Messer's ..... (hereinafter referred to as 'the contractors') of the second part Shri ..... THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the Commissioner' which expression shall be deemed, also to include his successor or successor 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 fourth part WHEREAS the contractors have submitted to the Commissioner tender for the execution of the work of ..... and the terms of such tender/contract require that the contractors shall deposit with the Commissioner as a security deposit and /or the security a sum of Rs. .... (Rupees.....) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and be appropriated by the 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 Contractors 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 the security deposit 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 at the request of the Contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, wherever required by him, from time to time, so to do, a sum not exceeding in the whole Rs..... (Rupees.....) under the terms of the said tender and / or the contract. The B.G. is valid upto ..... "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs..... only and guarantee shall remain in force upto ..... unless the demand or claim under this guarantee is made on us in writing on or before ..... all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter."

IN WITNESS WHEREOF

WITNESS (1)

.....  
Name and .....  
Address .....

WITNESS (2)

.....  
Name and ..... the duly constituted Attorney  
Address ..... Manager

The Bank and the said Messers .....  
..... (Name of the Bank)

WITNESS (1)

.....  
Name and .....  
Address .....

WITNESS (2) .....

... for Messers .....  
Name and ..... (Name of the Contractor)  
Address .....

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

**The amount shall be inserted by the Guarantor, representing the Security Deposit in Indian Rupees.**