

**BRIHANMUMBAI MUNICIPAL CORPORATION  
MUMBAI FIRE BRIGADE**



**e-TENDER FOR THE WORK OF**

**FABRICATION, SUPPLY, TESTING AND  
COMMISSIONING OF MINI WATER TENDER TO BE  
MOUNTED ON 4X2 CHASSIS AS PER THE  
SPECIFICATIONS OF MUMBAI FIRE BRIGADE.**

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

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**e-PROCUREMENT TENDER NOTICE**  
**(Bid No. 7200036677)**

**No. FBP/733 Dated: 26.09.2022**

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

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

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

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

Sr. No.	Description	Qty.	EMD (Rs.)	Tender Form Charges	Start Date & Time for Downloading of Bids	Due Date & Time for online Bid Submission
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation with CSMC as per the specifications of Mumbai Fire Brigade	5 nos.	15,05,000.00	RS.10,400 + 18% GST	27.09.2022 From 11.00 Hrs.	17.10.2022 Up to 16.00 Hrs.

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

sd/- 26.09.2022  
Chief Fire Officer  
Mumbai Fire Brigade

<b>e- TENDER FOR THE WORK OF</b>	Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation with CSMC as per the specifications of Mumbai Fire Brigade	
<b>PERIOD OF SALE OF TENDERING DOCUMENT</b>	<b>From : 27.09.2022</b> <b>To : 17.10.2022</b>	
<b>EARNEST MONEY DEPOSIT</b>	<b>Rs. : 15,05,000</b>	
<b>EARNEST MONEY DEPOSIT</b>	On line only	
<b>DUE DATE OF TENDER SUBMISSION</b>	17.10.2022	
<b>TIME AND DATE OF OPENING OF</b>	<b>DATE</b>	<b>TIME</b>
<b>PACKET A</b>	<b>19.10.2022</b>	<b>16.30 hrs.</b>
<b>PACKET B</b>	<b>19.10.2022</b>	<b>16.35hrs.</b>
<b>PACKET C :</b>	<b>Will be informed in due course</b>	<b>15.00 hrs.</b>
<b>OFFICE ADDRESS FOR SUBMISSION OF TENDER</b>	Chief Fire Officer Mumbai Fire Brigade, Byculla Command Centre, B.J. Marg, Byculla Mumbai 400 008 INDIA.	
<b>SIGNATURE &amp; DESIGNATION OF TENDER ISSUING OFFICER</b>		
<b>TENDERER'S NAME &amp; ADDRESS AND CONTACT PHONE NUMBERS</b>		

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## SECTION 1

### e-TENDER NOTICE

1			Municipal Commissioner of Greater Mumbai invites sealed e-Tenders in <b>Three Packets</b> i.e. packet 'A' Techno commercial offer, packet 'B' Technical offer and packet 'C' price bid from eligible Tenderers for Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation with CSMC as per the specifications of Mumbai Fire Brigadeto be mounted on 4X2, BS VI having min. 3300 mm wheel base and approx. 7 ton GVW chassis of reputed make. Tenderers who fulfill the qualification criteria below are eligible to Tender for this work.
2			<b>Qualification Criteria for supply:</b>
	a)		The tenderer shall be the Indian company and manufacturer of firefighting and rescue vehicles and should have their own manufacturing facilities to manufacture of vehicles used for firefighting and rescue work.
	b)		The tenderers should have supplied minimum 25 fire fighting and rescue vehicles to various fire and emergency services, Govt., semi Govt depts during the last seven years.
	c)		The tenderer should have successfully completed the similar nature of work for Semi Govt. / Govt. / Public Sector Organization in India during last 7 (seven) years ending last day of month previous to the due date of this tender as a prime Contractor. In case of ongoing works the completed works shall be as below. (a) Three similar completed works each of value not less than or equal to 20% of estimated cost i.e. Rs.1.51 Crore. OR (b) Two similar completed works each of value not less than or equal to 25% of estimated cost i.e. Rs. 1.89 Crore. OR (c) One similar completed works of value not less than or equal to 40 % of estimated cost i.e. Rs. 3.01 Crore
	d)		Documentary evidence showing that the tenderer has an average annual turnover of RS 2.25 crore during the last 3 years along with certified copy of balance sheet issued by <b>Chartered Accountant or Chamber of Commerce along with Turn over certificate.</b>
	e)		The tenderer shall be ISO 9001 certified Company and valid and latest certificate shall be attached with the tender.
	f)		Bank solvency certificate of Rs. 8,00,000/- issued by approve bank within six month.
	g)		Certificate of registration under EPF & MP Act 1952, if there is 20 or more staff working on establishment of the tenderer, OR Undertaking on Rs. 500/- stamp paper stating that less than 20 staff is working on their establishment.
	h)		Certificate of registration under ESIC Act 1948, as per one of the following provision;

			<p>i) If there are 10 or more staff working on the factory of the tenderer and manufacturing process is carried out therein with the aid of power.</p> <p>ii) If there are 20 or more staff working on the establishment of the tenderer and process is carried out therein without the aid of power.</p> <p>OR</p> <p>They shall submit undertaking on Rs. 500/- stamp paper stating that the above provision are not applicable on their establishment.</p>
3			<p>Interested Tenderer may obtain further information about the Tendering documents at the office of</p> <p><b>The Chief Fire Officer, Mumbai Fire Brigade</b>  <b>Byculla Command Centre, B.J. Marg,</b>  <b>Byculla, Mumbai 400008</b>  <b>Fax : +91 22 23001392, Tel: + 91 22 23001393</b></p>
4			<p>A complete set of Tendering documents may be purchased online; upon payment of a non-refundable fee as set out in Clause No. 6 Mode of payment for the purchase of Tendering documents shall be by e-Payment for an amount which is mentioned as the "Tender Processing Fees". The sale shall commence on 27.09.2022 at <b>11.00 hrs.</b> and continue till <b>12.00 hrs. on 17.10.2022.</b></p>
5			<p><b>Submission of Tenders:</b></p> <p>Tenders must be filled online, <b>not later than 16.00 hrs. on 17.10.2022.</b></p> <p><b>Packet-'A &amp; B'</b> along with required qualification criteria and technical requirement, all duly signed and stamped and EMD amount online.</p> <p><b>Packet 'C' – Price packet</b></p> <p>The Packet '<b>A &amp; B</b>' will be opened on <b>19.10.2022 at 16.30 hrs and at 16.35 hrs respectively</b>, whereas Packet-'C' of the eligible Tenderers will be opened with prior intimation to such tenderers. Tenders will be opened in the presence of the Tenderer's representative who chooses to attend on the time and date of opening of Tenders as mentioned above. The representative of the tenderer will have to sign the tender opening report.</p>
6			<p>All Tender submissions shall be subject to payment of Earnest Money Deposit (E.M.D.) online only of the amount of Rs. 15,05,000/-</p>
8			<p>The Tender processing fee will be Rs 12,272/- (Rs.10,400/- per set plus 18% GST).</p>
			<p>Municipal Commissioner of Greater Mumbai reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.</p>
9			<p><b>The pre bid meeting will be held on 10.10.2022 at 11:30 hrs. in the office of Additional Municipal Commissioner (ES), Municipal Head Office, Annex building, 2<sup>nd</sup> floor, Mahapalika Marg, Fort, Mumbai 400001. The tenderer having any query about the tender conditions then he has to submit letter to Chief Fire Officer, Mumbai Fire Brigade</b></p>

			<p><b>two days prior to pre bid meeting and only those points mentioned in the letter will be discussed in pre bid meeting.</b></p> <p><b>The person attending pre bid meeting shall submit authorization letter from the tenderer stating that he has been nominated on behalf of them for discussion in pre bid meeting on the basis of letter submitted by the tenderer.</b></p>
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**SECTION 2****INSTRUCTIONS TOTENDERERS**

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

IT - (I)		Mandatory Conditions:
		The tender shall be rejected if the tenderer does not fulfill the mandatory conditions stated below:-
<b>Sr. No.</b>		Tenderer are requested to note that their Tender shall be rejected if the Tenderer
<b>A</b>		Stipulates the validity period less than what is stated in the form of tender.
<b>B</b>		Stipulates with hedging condition/ own conditions.
<b>C</b>		Does not scan & upload filled in & signed the tender form and the bills of quantities.
<b>D</b>		Does not quote unit price of items in BOQ of e -tender in figures.
<b>E</b>		Does not submit Rate Analysis of the Rate Quoted; on request by the department.
<b>F</b>		payment of EMD online as per BMC procedure.
<b>G</b>		Does not disclose the full names and addresses of all his partners in the case of partnership concern and the Engineering qualifications, if any.
<b>H</b>		Does not scan & upload documents as specified for inclusion in Packet 'A' and Packet 'B'.
<b>I</b>		Does not
	<b>i)</b>	Scan & Upload his own "PAN CARD" in case of Retailer / Dealer / Supplier / Distributor
	<b>ii)</b>	Scan & Upload; in case of Company or firm –
	<b>a)</b>	"PAN CARD" of Proprietor in case of Proprietor/Ownership firm
	<b>b) 1)</b>	"PAN CARD" of a Company in case of Private Limited Co.
	<b>2)</b>	"PAN CARD" of firm in case of Partnership firm
	<b>c)</b>	Scan & Upload; in case of The Sansthas/Societies/Trust which are registered under Public Trust Act 1950/Registration Act 1860/The Maharashtra Co-op Societies Registration Act 1960 (whichever is applicable) the "PAN CARD" of the Sanstha / Society or Trust.

			<b>However; in case of Foreign companies, Public Limited Companies; Semi Govt. undertakings, Govt. Undertakings; no “PAN CARD” will be insisted.</b>
<b>J</b>			Does not scan & upload latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm.
<b>K</b>			Does not scan & upload duly filled in & signed , affixing stamp of the firm Annexure A, B, C, data sheet, Bill of Quantities , Specifications in the Tender document.
<b>L</b>			Does not scan & upload the Certificate of Registration of GST issued by Govt. authorities in prescribed form
<b>IT - (II)</b>			<b>Specific Instructions</b>
			The tenderer shall carry out the said work fully as per specifications, and instructions of Chief Fire Officer, Mumbai Fire Brigade
<b>IT - (III)</b>			<b>INSTRUCTIONS TO TENDERERS</b>
<b>A</b>			<b>General</b>
<b>1</b>			<b>Invitation of Tenders</b>
	<b>1.1</b>	<b>A</b>	Municipal Commissioner of Greater Mumbai (referred to as <b>Municipal Commissioner</b> in these documents) invites e-Tenders for Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation to be mounted on 4X2 BS, VI having min. 3300 mm wheel base and approx. 7 ton GVW chassis of reputed make with 5 years CSMC as per the specifications of Mumbai Fire Brigade.
	<b>1.1</b>	<b>B</b>	Municipal Commissioner is the employer of the contract. Employer also means Employer or his authorized representative/s.
	<b>1.1</b>	<b>C</b>	Chief Fire Officer is the officer of the contract. Officer/Engineer also means his authorized representative/s.
<b>2</b>			<b>Sources of Funds</b>
			Internal Funds of BMC
<b>3</b>			<b>Eligible Tenderers</b>
			This invitation for Tenders is open to any Tenderer subject to qualification criteria. Joint venture or consortium is not allowed.
<b>4</b>			<b>Qualification of the Tenderer</b>
	<b>4.1</b>		All Tenderers shall scan & upload a written power of attorney authorizing the signatory of the Tender to commit the Tenderer.
	<b>4.2</b>		All Tenderers shall include the following information and documents with their Tenders in relevant forms/ formats enclosed.
		<b>(a)</b>	copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
		<b>(b)</b>	reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three years;
	<b>4.3</b>	<b>(a)</b>	The tenderer shall be the Indian company and manufacturer of firefighting and rescue vehicles and should have their own manufacturing facilities to manufacture of vehicles used for firefighting and rescue work.

			(b) The tenderers should have supplied minimum 25 fire fighting and rescue vehicles to various fire and emergency services, Govt., semi Govt depts during the last seven years.
			(c) The tenderer should have successfully completed the similar nature of work for Semi Govt. / Govt. / Public Sector Organization in India during last 7 (seven) years ending last day of month previous to the due date of this tender as a prime Contractor. In case of ongoing works the completed works shall be as below. (a) Three similar completed works each of value not less than or equal to 20% of estimated cost i.e. Rs.1.51 Crore. OR (b) Two similar completed works each of value not less than or equal to 25% of estimated cost i.e. Rs. 1.89 Crore. OR (c) One similar completed works of value not less than or equal to 40 % of estimated cost i.e. Rs. 3.01 Crore
			(d) Documentary evidence showing that the tenderer has an average annual turnover of RS 2.25 crore during the last 3 years along with certified copy of balance sheet issued by <b>Chartered Accountant or Chamber of Commerce along with Turn over certificate.</b>
			(e) The tenderer shall be ISO 9001 certified Company and valid and latest certificate shall be attached with the tender.
			(f) Bank solvency certificate of Rs. 8,00,000/- issued by approve bank within six months.
			(g) Certificate of registration under EPF & MP Act 1952, if there is 20 or more staff working on establishment of the tenderer, OR Undertaking on Rs. 500/- stamp paper stating that less than 20 staff is working on their establishment.
			(h) Certificate of registration under ESIC Act 1948, as per one of the following provision; iii) If there are 10 or more staff working on the factory of the tenderer and manufacturing process is carried out therein with the aid of power. iv) If there are 20 or more staff working on the establishment of the tenderer and process is carried out therein without the aid of power. OR They shall submit undertaking on Rs. 500/- stamp paper stating that the above provision are not applicable on their establishment.
	<b>5</b>		<b>Award of Tender</b>
		<b>5.1</b>	The tenderer will be selected for award of contract provided the tenderer is the lowest responsive & fulfills the criterion mentioned above.
		<b>5.2</b>	The lowest bidder (L1) will be decided on the basis of lowest cost offered for the vehicle including cost of operation and CSMC subject to fulfillment of tender conditions and technical specifications.

<b>B</b>			<b>Tendering Document</b>
	<b>6</b>		<b>Content of Tendering Documents</b>
		<b>6.1</b>	The set of Tendering documents comprises the documents listed in the Index and addenda issued in accordance with Clause 8.
		<b>6.2</b>	The Complete tender document issued by Mumbai Fire Brigade BMC shall be completed scan & uploaded with the Tender duly signed on every page of the tender document.
	<b>7</b>		<b>Clarification of Tendering Documents</b>
		<b>7.1</b>	A prospective Tenderer requiring any clarification of the Tendering documents shall notify the Chief Fire Officer in writing or by e mailat the BMC's address indicated in the Tender Notice. The C.F.O. will respond to any request for clarification received one week prior to due date. Copies of the C.F.O.'s response will be forwarded to all prospective tenderers, including a description of the inquiry but without identifying its source.
	<b>8</b>		<b>Amendment of Tendering Documents</b>
		8.1	Before the deadline for submission of Tenders, the Municipal Commissioner may modify the Tendering documents by issuing addenda.
		8.2	Any addendum thus issued shall be part of the Tendering documents pursuant to sub clause 8.1 and shall be uploaded on BMC website and in SAP SRM module. Prospective Tenderers shall check each addendum issued BMC
		8.3	To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Municipal Commissioner shall extend, as necessary, the deadline for submission of Tenders, in accordance with Sub-Clause 20 below.
<b>C</b>			<b>Preparation of Tenders</b>
	<b>9</b>		<b>Language of Tender</b>
		9.1	All documents relating to the Tender shall be in English language.
	<b>10</b>		<b>Documents comprising the Tender</b>
		10.1	The Tenderer will scan & upload Tender data required in packets "A" & "B" and fill in the rates as per the BOQ i.e. packet 'C'
		10.2	<b>The Packet "A" shall contain the following documents:</b>
		a	Scan copy of Earnest Money Deposit paid online.
		b	Registration certificate of company.
		c	GST registration certificate if applicable.
		d	Annexure 'A' Irrevocable Undertaking
		e	Annexure 'F' Undertaking - Best Price
		f	Annexure "G" - Form of Integrity pact
		g	Annexure 'H" - Undertaking cum indemnity bond
		h	written power of attorney authorizing the signatory of the Tender to commit the Tenderer duly Notarized.
		10.3	<b>The Packet "B" shall contain the following documents:</b>
		a	Complete Tender document duly signed, along with amendments, if any
		b	Latest partnership deed in case of partnership firm, R.C. & MOU in case of

			Pvt. Ltd. Firm
		c	<p>Certified true copies of the following.</p> <ul style="list-style-type: none"> <li>• Qualification Information and Documents.</li> <li>• Proof of identity for the Tenderer/ Partners/ Directors in form as mentioned below.</li> <li>• Certified copies of the 'PAN' documents and photographs as indicated under Mandatory Conditions in Clause IT (I) (G).</li> </ul>
		d	Any other document as stated under sub-clause IT 4.3 and at any other clauses.
		e	Detail catalogues of equipment and manufacturer's capabilities & product performance of all the equipment.
		f	Performance certificate from the user
		g	Annexure `A1' Technical & Infrastructure Ability of Tenderer
		h	Annexure `B' Details of collaborator
		i	Annexure `C' Technical details of goods
		j	Annexure `D' Schedule of Quantity and Rates.
		k	Annexure `E' Tentative Delivery period,
		l	Annexure `l' Chassis Manufacturer's certificate.
	10.4		Packet 'C' will contain the rate and price.
			<b>The bidder has to submit / upload all the above requisite documents on BMC Portal through e-tendering link by using the digital signature.</b>
11			<b>Tender Prices</b>
	11.1		The Tender shall be for the whole works as described in the Tendering Document, based on the rates submitted by the Tenderer.
	11.2		The Tenderer shall fill in rates for all items of the Works listed in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer shall be considered as incomplete tender & will be treated as non responsive & shall be rejected.
	11.3		<p>"GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes &amp; Duties.</p> <p>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.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender,</p>

			i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.
	11.4		The rates and prices quoted by the Tenderer shall be firm during the validity period and during the execution of contract.
12			<b>Currencies of Tender and Payment</b>
	12.1		The prices shall be quoted by the Tenderer either in INR on FOR basis inclusive of all taxes and duties applicable.
13			<b>Tender Validity</b>
	13.1		Tenders shall remain valid for a period of min. <b>180 days</b> from the date of submission of the tender. A Tender validity for a shorter period will be treated as non responsive & shall be rejected.
	13.2		In exceptional circumstances, prior to expiry of the original time limit, the Municipal Commissioner may request that the Tenderer may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing. A Tenderer may refuse the request without forfeiting its E.M.D. A Tenderer agreeing to the request will not be required or permitted to modify terms & conditions of the tender.
14			<b>Earnest Money Deposit (E.M.D.)</b>
	14.1		The Tenderer shall pay, as part of his Tender, Earnest Money Deposit of <b>Rs. 15,05,000/-</b> stipulated in the Tender Notice. This E.M.D. amount shall be paid online only as per BMC procedure. The firms / contractors who are already registered with BMC and have paid Standing Deposit shall also have to pay the full amount of E.M.D.
	14.2		The E.M.D. of the Tenderers will be returned on Tenderers' request at the end of the Tender validity period or from award of Tender to the successful Tenderer, whichever is earlier as per BMC circular.
	14.3		The E.M.D. of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Contract Deposit. The refund process will be as per circular no. CA/FRD/II/04 dated 18.04.2012.
	14.4		The E.M.D. may be forfeited,
		(a)	if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity; or
		(b)	if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 27; or
		(c)	in case of a successful Tenderer, if the Tenderer fails within the specified time limit to
			i. sign the Agreement ; or
			ii. Furnish the required Contract Deposit.
		(d)	If the tenderer fails to submit the mandatory documents within 3 days from the date of closing of tender or from the date of intimation by e mail, 10% of EMD amount will be forfeited,
15			<b>Alternative Proposals by Tenderers</b>

			No Alternative Proposals by Tenderers will be accepted. In case Alternative Proposals are submitted by the Tenderer, such tender will be rejected outright.
	16		<b>Incomplete tender</b>
		16.1	The Tenderer shall have to tender for complete job and shall fill up the BOQ accordingly.
		16.2	The tenderer who does not tender for complete job shall be rejected outright.
		16.3	The Tenderer who does not fill and submit the filled BOQ shall be rejected outright.
		16.4	The tenderer who stipulates hedging conditions or own conditions shall be rejected outright.
		16.5	The tenderer who does not quote the rates in INR of Fully convertible foreign currency shall be rejected outright.
		16.6	However, The Corporation reserves right of splitting the Tender amongst two or more Tenderers, where the Bill of Quantities are distinctly separate as different parts of the same Contract.
	17		<b>Format and Signing of Tender</b>
		17.1	The Tenderer shall prepare documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers.
		17.2	The original and all copies of the Tender shall be typed or written in indelible ink (in case of copies, photo copies are also acceptable.) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub Clause 4.3 and 4.4. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.
		17.3	The Tender shall contain no alterations, omissions or additions unless such corrections shall be initialed by the person or persons signing the Tender.
		17.4	The tenderers are requested to sign at appropriate place, the Tender form, Specifications & Annexures after making appropriate entries wherever necessary & then scan & upload the same.
D			<b>Priority of Contract Documents</b>
	18		Priority of Contract Documents
			The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the CFO who shall thereupon issue to the contractor instructions thereon & in such event, unless otherwise provided in the contract the priority of the document forming the contract shall be interpreted in the following order of precedence
			<ul style="list-style-type: none"> <li>i) Agreement</li> <li>ii) Work Order /Letter of Acceptance</li> <li>iii) Instructions to tenders in 'e' Tendering manual</li> <li>iii) Contractor's Bid</li> <li>iv) Contract Data</li> </ul>

			<p>v) Conditions of contract including Special Condition of Contract.</p> <p>vi) Technical Specifications</p> <p>vii) Corrigendum /Addenda, if any</p> <p>viii) Priced Bill of Quantities</p>
E			<b>Submission of Tenders</b>
	19		<b>Sealing and Marking of Tenders</b>
			This is an 'e' tender hence the tenders shall only be filled online.
	20		<b>Deadline for submission of Tenders</b>
		20.1	Tenders must be received by the Municipal Commissioner on line not later than the time and date stipulated in the Tender Notice. In the event of the specified date for the submission of Tenders declared a holiday for the Municipal Corporation, the Tenders will be received up to the appointed time on the next working day.
		20.2	The Municipal Commissioner may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 8, in which all rights and obligations of the Municipal Commissioner and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
	21		<b>Late Tenders</b>
		21.1	No Tender submission is possible after the deadline prescribed in Clause 20 as system will automatically close the acceptance of tender at Packet "A" & "B" opening date & time
	22		<b>Modification &amp; Withdrawal of Tenders</b>
			No modification or withdrawal of tender is allowed once the tender is submitted & due date & time has passed. In case the contractors come forward with a request to allow them to withdraw from fulfilling their contractual obligations during currency of contract normally such withdrawal is not allowed. However if due to circumstance such withdrawal is allowed, such firms may not be considered for award of work for a period of NEXT THREE YEARS and the Contract Deposit will be forfeited. However, the contractor shall intimate at least three months in advance about such withdrawal to make at least alternate arrangement.
F			<b>Tender Opening &amp; Evaluation</b>
	23		<b>Tender Opening</b>
		23.1	CFO will open the Tenders in the presence of Tenderers or their representatives who choose to attend at the time, date and location stipulated in the Tender Notice. The Tenderers representatives who are present shall sign a register evidencing their attendance.
		23.2	On the Tender opening day only Packet 'A' & 'B' will be opened.
		23.3	The Tenderers' names and of any alternative Tender (if alternatives have been requested or permitted), and such other details as the CFO may consider appropriate, will be announced by the CFO at the time opening.
		23.4	CFO or nominated officer shall prepare the details of the tenderers at the time of Tender opening, including the information disclosed to those present in accordance with Sub-clause 23.3.



	23.5	Packet 'C' of the only eligible and responsive Tenderer(s) shall be opened on the scheduled date and the price and other relevant details shall be read out. Packet C of non-responsive Tenderers shall not be opened.
	23.6	The evaluation of the bid price will be carried out on total price of goods FOR destination inclusive of all taxes and duties.
24		<b>Process to be Confidential</b>
	24.1	Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Municipal Commissioner's processing of Tenders or award decisions by way of written representations, e-mails, phone calls or influence may result in the rejection of his Tender.
	24.2	Tender shall be termed to be under consideration from the opening of the tenders, until such time an official announcement of award of the tenders is made. While tenders are under consideration, tenderers and their representatives or other interested parties, are advised to refrain from contacting by any means the Corporations personnel or representatives on matters related to the tenders under Consideration. CFO if necessary will obtain clarification from tenderer by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his tender after tenders have been opened. This includes and Post tender Price revision of major modifications. Non compliance with the provision is a cause for disqualification
25		<b>Clarification of Tenders</b>
	25.1	To assist in the examination, evaluation, and comparison of Tenders, the Municipal Commissioner may, at his discretion, ask any Tenderer for clarification of the Tenderer's Tender, including break up of the prices in the Bill of Quantities. The request for clarification and the response shall be in writing or by e mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction or arithmetic errors discovered by the Municipal Commissioner in the evaluation of the Tenders in accordance with Clause 27.
	25.2	Subject to sub-clause 25.1, no Tenderer shall contact the Municipal Commissioner on any matter relating to its Tender from the time of the Tender opening to the time of the contract is awarded. If the Tenderer wishes to bring additional information to the notice of Municipal Commissioner, he should do so in writing.
	25.3	Any effort by the Tenderer to influence the Municipal Commissioner in the Municipal Commissioner's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.
26		<b>Examination of Tenders and Determination of Responsiveness</b>

	26.1		Prior to the detailed evaluation of Tenders, the Municipal Commissioner will determine whether each Tender:-
		[a]	meets the eligibility criteria defined in Clause 4;
		[b]	has been properly signed;
		[c]	is accompanied by the required securities ;
		[d]	is responsive to the requirements of the Tendering documents; and
		[e]	provides any clarification and/or substantiation that the Municipal Commissioner may require to determine the responsiveness pursuant to sub clause 26.2.
	26.2		A responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one:-
		[a]	which affects in any way, the scope, quality, or performance of the works;
		[b]	which limits in any way, inconsistent with the Tendering documents, the Municipal Commissioner's rights or the Tenderer's obligations under the Contract; or
		[c]	whose rectification would affect unfairly the competitive position of other Tenderer's presenting responsive Tenders.
	26.3		If a Tender is non-responsive, it will be rejected by the Municipal Commissioner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
	26.4		The Municipal Commissioner reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Municipal Commissioner shall not be taken into account in Tender evaluation. The Corporation also reserves right of splitting the Tender amongst two or more Tenderers, where the Bill of Quantities are distinctly separate as different parts of the same Contract.
	27		<b>Correction of Errors</b>
	27.1		Tenders determined to be responsive will be checked by the Municipal Commissioner for any arithmetic errors. Errors will be corrected by the Municipal Commissioner as follows:
		[a]	Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
		[b]	Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Municipal Commissioner, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rates will be corrected.
	27.2		The amount stated in the Tender will be adjusted by the Municipal Commissioner in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as

			binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the E.M.D. may be forfeited in accordance with Sub-Clause 14.5 (b).
G			<b>Award of Contract</b>
	28		<b>Award of Contract</b>
		28.1	Subject to Clause 30, the Municipal Commissioner will award the Contract to the Tenderer whose Tender has been determined to be responsive to the Tendering documents and who has offered the lowest evaluated Tender price for vehicle including cost of operation and CSMC.
	29		<b>Accept or Reject the Tender</b>
		29.1	The Municipal Commissioner reserves the right to accept or reject any tender without giving any reason.
		29.2	Notwithstanding Clause 28, the Municipal Commissioner reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Municipal Commissioner's action.
	30		<b>Notification of Award</b>
		30.1	The Tenderer whose Tender has been accepted will be notified of the award by the Municipal Commissioner prior to expiration of the Tender validity period by cable, telex, email or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Municipal Commissioner will pay the Contractor in consideration of the execution, completion of the works and the remedying of any defects therein by the contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").
		30.2	The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Contract Deposit in accordance with the provisions of Clause 32.
		30.3	Upon the furnishing by the successful Tenderer of the Contract Deposit pursuant to clause 32, the Municipal Commissioner will promptly notify the other Tenderers that their Tenders have been unsuccessful.
		30.4	If, after notification of award, a Tenderer wishes to ascertain the ground on which his Tender was not selected, he should address his request to the Municipal Commissioner. The Municipal Commissioner will promptly respond in writing to the unsuccessful Tenderer.
	31		<b>Signing of Agreement</b>
		31.1	At the same time that the Municipal Commissioner notifies the successful Tenderer that his Tender has been accepted, the Municipal Commissioner will send the Tenderer the agreement in the form provided in the Tendering documents, incorporating all agreement between the parties.
		31.2	All required documents for execution of the contract shall be submitted

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

			competing for the contract in question. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
34			<b>Stamp Duty, Legal Charges &amp; Stationery Charges</b>
			The successful tenderer(s) shall pay stamp duty on the contract and legal charges for preparation of the contract agreement

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

			This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract. The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of "Stamp Duty Act 1958" (amended till date). The present rate of stamp duty is as follows.
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<b>Sr. No.</b>	<b>Amount (Rs)</b>	<b>Stamp duty (Rs)</b>
1	Where the amount or value set forth in such contract does not exceed	Five Hundred Rs. Stamp duty.

		Rs. Ten Lacs	
	2	Where it exceeds Rs. Ten Lacs	Five hundred Rs. Plus 0.1% of the amount above Rs. Ten lacs subject to the Max. of Rs. Twenty Five lacs only.
	3	Stamp duty on Bank guaranty	As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.
35			<b>Stationery Charges</b>
			The successful tenderer(s) shall pay the Stationery Charges mentioned above for preparation of documents for contract execution.
36			<b>TENDERING UNDER DIFFERENT NAMES :</b>
		[a]	Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
		[b]	If it is found that firms as described in (a) have tendered separately Under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition such firms /establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
		[c]	If it is found that clearly related persons as in (a) have submitted separate tender/quotations under different names of firms / establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for action as in para (b) above including Similar action against the firms/establishments concerned. If after the Award of Contract, it is found that the accepted tender violated any of the conditions in paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.
37			<b>Jurisdiction of Courts</b>
			In case of any claim, dispute or difference arising in respect of the contract,

			the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Mumbai only.
38			<b>Import License</b>
			The tenderer shall have to make their own arrangements to secure import license and/or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be bound to give any assistance to the tenderer in that behalf.
39			<b>Delays in the Supplier's performance:</b>
	39.1		Delivery of the goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of Requirements.
	39.2		An unexpected delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following actions, forfeiture of its contract deposit, imposition of liquidated damages, and/ or termination of the Contract for default.
	39.3		It at any time during performance of the Contract, the Supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be Ratified by the parties by amendment of the contract.
	39.4		<b>LIQUIDATED DAMAGES:</b>
		<b>a</b>	If the Supplier fails to supply any or all of the goods or perform the services within the time period (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the Purchaser may consider termination of the contract.
		<b>b</b>	If the supplier fails to perform services during CSMC period in stipulated time period then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum Rs. 2000/- per day per vehicle till the service is performed to the satisfaction of purchaser. If the delay is beyond 30 days the action such as black listing of the supplier will be initiated.
40			<b>RISK AND COST:</b>
		40.1	In case the successful bidder fails to deliver the quantity as stipulated in the delivery schedule, the Commissioner reserves right to procure same or

			similar material from alternate sources at risk, cost and responsibility of successful bidder.
		40.2	If it is observed that the Contractors carrying out the work fail to comply with instructions given by the authorities at the Additional Municipal Commissioners / Municipal Commissioner's level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the contract & penal action will be taken against them. This decision will not be arbitrable at all.
		40.3	The above condition will be in addition to the relevant condition in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the contract.
	41		<b>VENDOR REGISTRATION :</b>
			It is compulsory for the Indian contractor to get themselves registered with BMC as a vendor by payment of appropriate fees & following due procedure for enabling payment through Real Time Gross Settlement RTGS/NEFT. It is mandatory for the contractors to open Bank Account in the State Bank of India for easy and quick payments. All payments under contract will be made only on this Bank Account through ECS.

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### SECTION 3

#### List of approved Bank for Acceptance of Bank Guarantee

1.			The following banks with their Branches in Greater Mumbai upto Virar, Kalyan have been approved only for the purpose of accepting Banker's Guarantee until further instructions.
2.			The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.
3.			<b>List of approved bank</b>

#### THE SECOND SCHEDULE TO THE RESERVE BANK OF INDIA ACT, 1934

[Sections 2(e) and 42]

#### **STATE CO-OPERATIVE BANKS**

Andhra Pradesh State Co-operative Bank Ltd.Hyderabad
Bihar State Co-operative Bank Ltd.Bihar
Goa State Co-operative Bank Ltd.Panaji
Gujarat State Co-operative Bank Ltd.Ahmedabad
Haryana State Co-operative Apex Bank Ltd., Chandigarh
Karnataka State Co-operative Apex Bank Ltd.Bangalore
Kerala State Co-operative Bank Ltd.Thiruvananthapuram
Madhya Pradesh Rajya Sahakari Bank Maryadi Bhopal
Maharashtra State Co-operative Bank Ltd.Mumbai
Orissa State Co-operative Bank Ltd.Bhubaneswar
Pondicherry State Co-operative Bank Ltd.Pondicherry
Punjab State Co-operative Bank Ltd.Chandigarh
Rajasthan State Co-operative Bank Ltd.Jaipur
Tamil Nadu State Apex Co-operative Bank Ltd.Chennai
Uttar Pradesh Co-operative Bank Ltd.Lucknow
West Bengal State Co-operative Bank Ltd., Kolkata

#### **URBAN CO-OPERATIVE BANKS**

A P Mahesh Co-operative Urban Bank Ltd., Hyderabad
Abhyudaya Co-operative Bank Ltd. Mumbai
Ahmedabad Mercantile Co-operative Bank Ltd. Ahmedabad
Akola Janata Commercial Co-operative Bank Ltd. Akola
Amanath Co-operative Bank Ltd. Bangalore
Bassein Catholic Co-operative Bank Limited., Vasai
Bharat Co-operative Bank (Mumbai) Ltd. Mumbai
Bharati Sahakari Bank Ltd. Pune
Bombay Mercantile Co-operative Bank Limited., Mumbai
Charminar Co-operative Urban Bank Ltd. Hyderabad
Citizen Credit Co-operative Bank Ltd. Mumbai
Dombivli Nagari Sahakari Bank Ltd. Dombivli
Greater Bombay Co-operative Bank Limited. Mumbai
Indian Mercantile Co-operative Bank Ltd. Lucknow
Jalgaon Janata Sahakari Bank Ltd. Jalgaon

JanakalyanSahakari Bank Ltd. Mumbai
Janalaxmi Cooperative Bank Ltd. Nashik
Janata Sahakari Bank Ltd. Pune
KallappaAnnaAwadelchalkaranji Janata Sahakari Bank Ltd. Ichalkaranji
Kalapur Commercial Co-operative Bank Ltd. Ahmedabad
Kalyan Janata Sahakari Bank Ltd. Kalyan
Kapol Cooperative Bank Ltd. Mumbai
Karad Urban Co-operative Bank Ltd. Karad
Madhavapura Mercantile Co-operative Bank Ltd. Ahmedabad
Mahanagar Co-operative Bank Ltd. Mumbai
Mapusa Urban Co-operative Bank of Goa Ltd. Mapusa
Mehsana Urban Co-operative Bank Ltd. Mehsana
N K G S B Co-operative Bank Ltd. Mumbai
Nagar Urban Co-operative Bank Ltd. Ahmednagar
Nagpur NagrikSahakari Bank Ltd. Nagpur
New India Co-operative Bank Ltd. Mumbai
NutanNagrikSahakari Bank Ltd. Ahmedabad
Parsik Janata Sahakari Bank Ltd. Thane
PravaraSahakari Bank Ltd. Loni
Punjab & Maharashtra Co-operative Bank Ltd. Mumbai
Rajkot NagrikSahakari Bank Ltd. Rajkot
Rupee Co-operative Bank Ltd. Pune
Sangli Urban Co-operative Bank Ltd. Sangli
Saraswat Co-operative Bank Ltd. Mumbai
Sardar BhiladwalaPardi People's Co-operative Bank Ltd.
Killa PardiShikshakSahakari Bank Ltd. Nagpur
Solapur Janata Sahakari Bank Ltd. Solapur
Surat People's Co-operative Bank Ltd. Surat
Thane Bharat Sahakari Bank Ltd. Thane
Thane Janata Sahakari Bank Ltd. Thane
The Akola Urban Co-operative Bank Ltd. Akola
The Cosmos Co-operative Bank Ltd. Pune
The Goa Urban Co-operative Bank Ltd. Panaji
The Khamgaon Urban Co-operative Bank Ltd. Khamgaon
The Nasik Merchant's Co-operative Bank Ltd., Nasik
The ShamraoVithal Co-operative Bank Ltd., Mumbai
The Zoroastrian Co-operative Bank Ltd., Mumbai
Vasavi Co-operative Urban Bank Limited, Hyderabad
<b>SBI AND ASSOCIATES</b>
State Bank of India
State Bank of Bikaner & Jaipur
State Bank of Hyderabad
State Bank of Indore
State Bank of Mysore
State Bank of Patiala
State Bank of Saurashtra
State Bank of Travancore
<b>NATIONALISED BANKS</b>

Allahabad Bank
Andhra Bank
Bank of Baroda
Bank of India
Bank of Maharashtra
Canara Bank
Central Bank of India
Corporation Bank
Dena Bank
Indian Bank
Indian Overseas Bank
Oriental Bank of Commerce
Punjab National Bank
Punjab and Sind Bank
Syndicate Bank
UCO Bank
Union Bank of India
United Bank of India
Vijaya Bank
<b>OTHER PUBLIC SECTOR BANKS</b>
Industrial Development Bank of India Ltd.
<b>PRIVATE SECTOR BANKS</b>
Bank of Rajasthan Ltd.
Catholic Syrian Bank Ltd.
City Union Bank Ltd.
Development Credit Bank Ltd.
Dhanalakshmi Bank Ltd.
Federal Bank Ltd.
HDFC Bank Ltd.
ICICI Bank Ltd.
IndusInd Bank Ltd.
ING Vysya Bank Ltd.
Jammu and Kashmir Bank Ltd.
Karnataka Bank Ltd.
Karur Vysya Bank Ltd.
Kotak Mahindra Bank Ltd.
Lakshmi Vilas Bank Ltd.
Nainital Bank Ltd.
Ratnakar Bank Ltd.
SBI Commercial International Bank Ltd.
South Indian Bank Ltd.
Tamilnad Mercantile Bank Ltd.
Axis Bank Ltd.
Yes Bank Ltd
<b>FOREIGN BANKS</b>
ABN Amro Bank N.V.
Abu Dhabi Commercial Bank Ltd.

American Express Banking Corporation
Antwerp Diamond Bank N.V.
Arab Bangladesh Bank
Bank International Indonesia
Bank of America
Bank of Bahrain and Kuwait . B.S.C.
Bank of Ceylon
Bank of Nova Scotia
Bank of Tokyo – Mitsubishi Ltd.
Barclays Bank Plc.
BNP Paribas
China Trust Commercial Bank
Shinhan Bank
Citi Bank N.A.
Calyon Bank
Deutsche Bank
DBS Bank Ltd
The Hongkong and Shanghai Banking Corporation Ltd.
J.P. Morgan Chase Bank N.A.
Krung Thai Bank Public Company Ltd.
Mashreq Bank p.s.c.
Mizuho Corporate Bank Ltd.
Oman International Bank. S.A.O.G.
SocieteGenerale
Sonali Bank
Standard Chartered Bank
State Bank of Mauritius Ltd.
<b>GRAMIN BANKS</b>
Andhra Pradesh Grameen Vikas Bank, Warangal (Andhra Pradesh)
Andhra PragathiGrameena Bank, Kadapa (Andhra Pradesh)
AryavartGramin Bank, Lucknow (Uttar Pradesh)
Arunachal Pradesh Rural Bank, Naharlagun (Arunachal Pradesh)
Assam Gramin Vikas Bank, Guwahati (Assam)
Baitarani Gramya Bank, Baripada (Orissa)
Ballia KshetriyaGramin Bank, Ballia (Uttar Pradesh)
BangiyaGramin Vikash Bank, Berhampore (West Bengal)
Baroda Gujarat Gramin Bank, Bharuch (Gujarat)
Baroda Rajasthan Gramin Bank, Ajmer (Rajasthan)
Baroda Uttar Pradesh Gramin Bank, Rae Bareli (Uttar Pradesh)
Bihar KshetriyaGramin Bank, Monghyr (Bihar)
Cauvery KalpatharuGrameena Bank, Mysore (Karnataka)
Chaitanya Godavari Grameena Bank (Andhra Pradesh)
Chhattisgarh Gramin Bank, Raipur (Chhattisgarh)
Chikmagalur-KodagaGrameena Bank, Chikmagalur (Karnataka)
Deccan Grameena Bank, Dilsukhnagar (Hyderabad)
Dena Gujarat Gramin Bank, Gandhinagar (Gujarat)
Durg-RajnandgaonGramin Bank, Rajnandgaon (Chhattisgarh)
EllaquaiDehati Bank, Srinagar (Jammu and Kashmir)
EtawahKshetriyaGramin Bank, Etawah (Uttar Pradesh)

Faridkot Bhatinda KshetriyaGramin Bank, Bhatinda (Punjab)
Gurgaon Gramin Bank, Gurgaon (Haryana)
HadotiKshetriyaGramin Bank, Kota (Rajasthan)
Haryana Gramin Bank, Rohtak (Haryana)
Himachal Gramin Bank, Mandi (Himachal Pradesh)
Jaipur Thar Gramin Bank, Jaipur (Rajasthan)
Jammu Rural Bank, Jammu
Jhabua-Dhar KshetriyaGramin Bank, Jhabua (Madhya Pradesh)
Jharkhand Gramin Bank, Ranchi (Jharkhand)
Kalinga Gramya Bank, Cuttack (Orissa)
Kamraz Rural Bank, Sopore (Jammu and Kashmir)
Karnatka Vikas Gramin Bank, Dharwad (Karnataka)
NeelachalGramya Bank (Orissa)
Kashi Gonti SamyutGramin Bank, Varanasi (Uttar Pradesh)
Khasi J Bank, Shillong (Meghalaya)
Krishna Grameena Bank, Gulbarga (Karnataka)
Kshetriya Kisan Gramin Bank, Mainpuri (Uttar Pradesh)
LangpiDehangi Rural Bank, Dhiphu (Assam)
Lucknow KshetriyaGramin Bank, Sitapur (Uttar Pradesh)
Madhya Bharath Gramin Bank, Sagar (Madhya Pradesh)
Madhya Bihar Gramin Bank, Patna (Bihar)
MahakaushalKshetriyaGramin Bank, Jabalpur (Madhya Pradesh)
Maharashtra Godavari Gramin Bank (Maharashtra)
MalwaGramin Bank, Sangrur (Punjab)
Marwar Ganganagar Bikaner Gramin Bank, Pali (Rajasthan)
Manipur Rural Bank, Imphal (Manipur)
Marathwada Gramin Bank, Nanded (Maharashtra)
Mewar AanchalikGramin Bank, Udaipur (Rajasthan)
Mizoram Rural Bank, Aizawl (Mizoram)
Nagaland Rural Bank, Kohima (Nagaland)
Nainital AlmoraKshetriyaGramin Bank, Nainital (Uttaranchal)
Narmada MalwaGramin Bank, Indore (Madhya Pradesh)
North Malabar Gramin Bank, Kannur (Kerala)
Pallavan Grama Bank, Salem (Tamil Nadu)
Pandyan Grama Bank, Virudhunagar (Tamil Nadu)
Paschim Banga Gramin Bank, Howrah (West Bengal)
ParvatiyaGramin Bank, Chamba (Himachal Pradesh)
PragathiGramin Bank, Bellary (Karnataka)
Prathama Bank, Moradabad (Uttar Pradesh)
PuduvaiBharthiar Grama Bank (Pondicherry)
Punjab Gramin Bank, Kapurthala (Punjab)
PurvanchalGramin Bank, Gorakhpur (Uttar Pradesh)
Rajasthan Gramin Bank, Alwar (Rajasthan)
Ratnagiri Sindhurg Gramin Bank, Ratnagiri (Maharashtra)
Rewa-SidhiGramin Bank, Rewa (Madhya Pradesh)
RushikulyaGramya Bank, Berhampur (Orissa)
SamastipurKshetriyaGramin Bank, Samastipur (Bihar)
SaptagiriGrameena Bank, Chitoor (Andhra Pradesh)
Sarva UP Gramin Bank (Uttar Pradesh)
Satpura Narmada KshetriyaGramin Bank, Chhindwara (Madhya Pradesh)

Saurashtra Gramin Bank, Rajkot (Gujarat)
Sharda Gramin Bank, Satna (M.P.)
Shreyas Gramin Bank, Aligarh (Uttar Pradesh)
Solapur Gramin Bank, Solapur (Maharashtra)
South Malabar Gramin Bank (Kerala)
SurgujaKshetriyaGramin Bank, Ambikapur (Chhattisgarh)
Tripura Gramin Bank, Agartala (Tripura)
Triveni KshetriyaGramin Bank, Orai (Uttar Pradesh)
Utkal Gramya Bank, Bolangir (Orissa)
Uttaranchal Gramin Bank, Dehradun (Uttaranchal)
Uttar Banga KshetriyaGramin Bank, Cooch-Behar (West Bengal)
Uttar Bihar KshetriyaGramin Bank, Muzaffarpur (Bihar)
VananchalGramin Bank, Dhumka (Jharkhand)
VidharbhaKshetriyaGramin Bank, Akola (Maharashtra)
Vidisha-Bhopal KshetriyaGramin Bank, Vidisha (Masdhya Pradesh)
Visveshwaraya Grameen Bank, Mandya (Karnataka)
Wainganga KshetriyaGramin Bank, Chandrapur (Maharashtra)

BMC PORTAL COPY (ONLY FOR REFERENCE) NOT TO BE UPLOADED IN SRM

**SECTION 4  
GENERAL CONDITIONS OF THE CONTRACT**

A.				<b>GENERAL OBLIGATIONS</b>
	1.			<b>Works to be carried out</b>
				The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule of works / items/quantities and the bills of quantities shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognised principles.
	2.			<b>Contract Deposit</b>
				Within 30 days of receipt of the Letter of acceptance, the successful Tenderer shall deliver to the Municipal Commissioner a Contract Deposit of 5 % in the form stipulated in the Tender Notice and the conditions of contract. The format for Contract Deposit provided in section 9 of the tender document shall be used. The BG shall be submitted in two parts i.e. for supply parts which covers the cost of vehicle inclusive of all taxes and duties and contingency cost valid for a period covering delivery time and warranty period. Another BG of 5% of CSMC cost shall be submitted valid for period covering entire CSMC contract period. This BG shall be submitted atleast one month before expiry of BG submitted for supply part. In case contractor fail to submit this BG in time in that event the BG submitted for supply part will be forfeited.
	3.			<b>Sufficiency of the tender</b>
				The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.
	4.			<b>Contractor's supervision</b>
				The contractor shall himself supervise the execution of works or shall appoint a competent Supervisor approved by the Corporation to act in his stead. Orders given to the contractor's Supervisor shall be considered to have the same force as if these had been given to the contractor himself.
	5.			<b>Safety provisions</b>
				The contractor shall at his own expenses arrange for the safety precautions or required by the Corporation, in respect of all labour directly or indirectly employed for performance of the works and

			<p>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.</p> <p>The tenderer shall note that MUNICIPAL COMMISSIONER OF GREATER MUMBAI shall not be responsible for any mishap or accident to workmen of the contractor or BRIHANMUMBAI MUNICIPAL CORPORATION 's employee working at site, while performing these jobs and no compensation shall be payable by BRIHANMUMBAI 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.</p> <p>The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.</p>
6.			<p><b>Contractor's other liabilities</b></p> <p>The contractor shall indemnify &amp; keep indemnified the BMC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the execution of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever respect of or in relation thereto.</p>
7.			<p><b>Details to be Confidential</b></p> <p>The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, &amp; shall not publish for disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Department or the CFO. If any disputes arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall referred to the Department whose determination shall be final.</p>
8.			<p><b>Order of Precedence</b></p> <p>The document forming the contract shall be interpreted in the following order of precedence</p>
		8.1	Agreement
		8.2	Work Order /Letter of Acceptance
		8.3	Contractor's Bid
		8.4	Contract Data
		8.5	Conditions of contract including Special Condition of Contract.
		8.6	Technical Specifications
		8.7	Corrigendum /Addenda, if any
		8.8	Priced Bill of Quantities
		8.9	Annexures.
9.			<p><b>Past Litigations</b></p> <p>The bidder shall submit details of all past litigations in the contracts</p>



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

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

			<p>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.</p>
		11.3	<p><b>Overpayment and underpayment</b></p> <p>Whenever any claim for the payment of a sum to the Municipal Corporation arises of or under this contract against the contractor the same may be deducted by the MUNICIPAL CORPORATION from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the MUNICIPAL CORPORATION or from any other sum due to the Contractor from the MUNICIPAL CORPORATION (which maybe available with the MUNICIPAL CORPORATION) or from his security deposit/retention money or he shall pay the claim on demand.</p> <p>The MUNICIPAL CORPORATION reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The MUNICIPAL CORPORATION furthers reserves the right to enforce recovery of any overpayment when detected.</p> <p>If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the MUNICIPAL CORPORATION from the contractor by any or all the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the contractor by the MUNICIPAL CORPORATION.</p> <p>The aforesaid right of the MUNICIPAL CORPORATION to adjust overpayment against amount due to the contractor under any other contract with the MUNICIPAL CORPORATION shall not be binding for any period from the date of payment of the final bill or in case the final is a " Minus " bill, from the date of the amount payable by the contractor under the "minus" bill is communicated to the contractor. Any amount due to the contractor under this contract</p>

			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.	
		11.4	<b>Payment of final bill</b>	
			The method and conditions of payment to be made to the Supplier Under Contract are specified hereunder.	
		11.4.1	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.	
		11.4.2	Payments shall be made promptly within thirty (30) days of submission of an invoice/claim by the Supplier in case of local supplier and by L.C. in case of foreign supplier.	
		11.4.3	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.	
		11.5	<b>TERMS OF PAYMENT</b>	
		11.5.1	The terms of payment are as follows. :	
		i	100% of cost of chassis will be made directly to chassis manufacturer or their authorized dealer/distributor against the satisfactory inspection of chassis. However, the supplier has to submit the Bank Guarantee of equivalent amount issued by approved bank and shall be valid for one year or till the completion of supply of vehicles.	
		ii	80% of the fabrication cost will be paid upon the supply of fully built vehicle to fire brigade after satisfactory inspection and testing within 30 days from the date of submission of invoice. and	
		iii	Balance 20% of the fabrication cost shall be paid upon commissioning of vehicle at Fire Brigade and completion of training within 30 days from the date of submission of invoice.	
		iv	The payment towards CSMC will be made quarterly within 30 days after satisfactory service and from the date of submission of invoice.	
		11.5.2	The Contractor shall submit the final bill within 15 days from the date of completion of work. If the contractor fails to submit their bills within 15 days from the date of completion of work penalty or action shown below will be taken for each delayed bill.	
		11.5.2.1	After 15 days from the date of completion/running bill upto certain date upto next 15 days i.e. upto 30 days	Equal to 5% of Bill amount
		11.5.2.2	Next 15 days upto 45 days from the date of completion Running bill upto specified date.	Equal to 10% of bill amount
		11.5.2.3	If not submitted within 45 days from the date of Completion / running	Bill will not be admitted for payment

	12			<b>REMEDIES AND POWER</b>
		12.1		<b>Cancellation of contract in full or in part</b>
			a	If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the CFO; or
			b	Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the CFO, or
			c	Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the CFO, or
			d	Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
			e	Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
			f	Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
			g	Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or
			h	Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
			i	Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner

			may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.
		12.2	<b>The Commissioner shall on such cancellation have powers to</b>
		12.2.1	Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
		12.2.2	Carry out the work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part the CFO shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation.
		12.2.3	Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the CFO shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.
		12.2.4	Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.
		12.2.5	Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.
		13	<b>Termination of contract for death</b>
			If the Contractor is an individual or proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the

			Commissioner is satisfied that legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm can not carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.
		14	<b>Urgent works</b>
			If any urgent work (in respect whereof the decision of the CFO shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the CFO may by his own or other work peoples carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expense all expense incurred on it by the Corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.
		15	<b>Force Majeure</b>
		15.1	Notwithstanding the provisions of above the supplier shall not be liable for forfeiture of its Contract Deposit, liquidated damages or termination or other failure to perform its obligations under the contract is result of an event of force Majeure.
		15.2	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.
		15.3	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.
	16		<b>FORECLOSURE</b>
		16.1	<b>Foreclosure of contract in full or in part</b>
			If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons

			whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
			The Contractor shall be paid at the contract rates full amount of works executed.
17			<b>SETTLEMENT OF DISPUTES</b>
	17.1		<b>Finality of decision and non-arbitrability.</b>
			If any dispute, difference or claim arises by either party to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Additional Municipal commissioner, who shall constitute a committee comprising of three officers i.e. concerned JT.M.C (dm), Chief Fire Officer and concerned Chief Accountant. The committee shall give its decision within 60 days.
			Appeal from the order of the committee may be referred to Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute the committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner In-charge of finance department. The decision given by this committee shall be final and binding upon the parties.
	17.2		<b>Income Tax</b>
			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.
18			<b>Patent rights and royalties</b>
			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.
19			<b>Contractor's other liabilities and insurance:</b>
		19.1	From commencement to the completion of the works, the contractor shall take full responsibility for the carethere of and for taking



				precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal tools and plants from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same so that at the time of completion of works, all Municipal Tools , Plants and Machinery shall be in good order and condition and in conformity in every respect to the requirements of the contract and as per the instructions of the CFO.
			19.2	In the event of any loss or damage to the works or any part thereof or to any tool and plant or to any material or article at the site from any of the excepted risk, the following provisions shall have effect :
			19.3	The contractor shall, as may be directed in writing by the CFO remove from the site any material and so such of the works as shall have been damaged, taking to the Municipal Store such multiple tools and plants articles and / or on materials as may be directed.
			19.4	The contractor shall, as may be directed in writing by the CFO, proceed with the erection and completion of the works in accordance with the provisions and conditions of the contract.
			19.5	There will be added to the contract sum, the new amount duly ascertained in the same manner as per deviations or as prescribed for payment in respect of the re-execution of the works lost or damaged, the replacement of any tools and plants and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and removed by the Contractor as provided above of Municipal tools and plants, articles and / or materials to the Municipal Stores and damaged works referred to therein.
			19.6	Before commencing execution of the work the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss, injury which may occur to any property (Private, Government and / or Municipal) or to any Person (including any employee of the Municipal Corporation) by or arising out of the contract.
			19.7	If required by the CFO the Contractor shall, without limiting the obligations and responsibilities under this condition, insure the work (from commencement to completion), the Municipal tools and plants hired by the contractor and all materials at site at their full value against the risk of loss or damage, from whatever cause arising, other than that of the Excepted Risks.
			19.8	Where Municipal machineries, building or part thereof, is rented by the Contractor or is allowed to be used by him, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials or combustible nature, as to which, the decision of the CFO shall be final and binding.
			19.9	The Contractor shall indemnify and keep indemnified the Municipal Corporation against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
			19.10	Provided always that nothing herein contained shall be deemed

			to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage causes by the Excepted Risks.
	20		<b>MATERIAL AND WORKMANSHIP</b>
		20.1	<b>Inspection and approval</b>
		20.1.1	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.
		20.1.2	The tenderer shall give due notice to the CFO or his authorized representative whenever any such work of foundation is ready for examination & the CFO or his authorized representative shall without unreasonable delay unless he consider it necessary & inform the tenderer in writing accordingly attend for the purpose of examining & measuring such works. In the event of failure of the tenderer to give such notice he shall if required by the CFO or his authorized representative uncover such works at the tenderer's expense.
		20.1.3	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.
		20.2	<b>Materials</b>
		20.2.1	The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall conform with the specifications laid down in the tender. The successful tenderer shall, if requested by, the CFO or his authorized representative furnish proof to the satisfaction of the CFO or his authorized representative that the materials so comply. The materials used for fabrication like welding rods, plants & angles shall be of best quality & shall be used after prior consult of the site CFO.
		20.2.2	The tenderer shall at his expense and without delay supply to the CFO or his authorized representative samples of materials propose to be used in the work. The Corporation shall within seven-days of supply of samples or within such further period as he may require and intimated to the tenderer in writing inform the tenderer whether the samples are approved by him or not. If the samples are approved the tenderer shall forthwith arrange to supply to the CFO of his authorized representative for approval fresh samples complying with the specifications laid down in the contract.
		20.2.3	All charges on account of octrio, terminal or Sales tax and other duties on material obtained for the works from any source shall be borne by the tenderer.
		20.2.4	The CFO or his authorized representative shall be entitled to have tests carried out for any material supplied by the tenderer other than those for which as stated above, satisfactory proof has already been produced, at the cost of the tenderer and the tenderer shall provide at his expense all facilities which the Corporation may required for this purpose.
		20.2.5	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.
			20.2.6	The cost of the material consumed in tests shall borne by the tenderer in all cases except when otherwise provided.

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**SECTION 5**  
**SPECIAL CONDITIONS OF CONTRACT**  
**SPECIFIC INSTRUCTIONS**

1			Tenderers for Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation to be mounted on 4X2, BS VI having min. 3300 mm wheel base and approx. 7 ton GVW chassis of reputed make with 5 years CSMC as per the specifications of Mumbai Fire Brigade. Tenderers who fulfill the qualification criteria below are eligible to Tender for this work.
2			The chassis shall be so selected that it should have full fledged service facility in Mumbai.
3			The vehicle shall be designed as per the designed, operational stability and structural strength based on the criteria laid in various standards including all the equipment, tools and gears provided in the vehicle.
4			The vehicle shall be ready to use and all the equipment and accessories shall be provided as per the provisions of Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 and any amendments from time to time.
5			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.
6			All moving parts shall be provided with adequate means of lubrication.
7			All reciprocating parts shall be suitably guarded.
8			The vehicle shall be capable of being operated under all conditions continuously with no drop of efficiency or any ill effects on its component while being used on emergency call for continuously in hot, humid and dusty condition.
9			The vehicle shall meet relevant safety standards applicable as per various standards.
10			The tenderer shall offer the equipment / components of the makes stated in the specifications. If any deviation is made the tender is likely to be rejected. However imported components shall be approved by principals and International organization with certificates.
11			The tenderer cannot appoint a sub contractor for carrying out the work. The work will have to be carried out by the tenderer only.
12			The vehicle shall be guaranteed for a period of 24 calendar months from the date of supply including chassis at Fire Brigade Head Quarters and there after 5 years CSMC.
13			The tenderer shall fill in all the Annexure and sign the same, if the tenderers fails to do so the tender will be rejected.
14			It will be the responsibility of the tenderer to deliver the vehicles to Mumbai Fire Brigade Byculla on FOR basis after the completion, inspection and performance test.
15			The delivery schedule of the vehicle shall be clearly stated in the tender.
16			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.
17			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.
18			The telephone Nos. and names and e mail address 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.
19			In case of any dispute, the decision of Municipal Commissioner shall be

			taken as final.
20			The Tender copy shall be submitted along with the tender submittal duly signed on each page as a token of acceptance of the terms and conditions.
21			As per prevailing rules, TDS will be deducted as per Circular No. CA(F)/FI/50 Dt. 14.05.2020 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. This condition is applicable only to local bidders.
22			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.
23			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.
24			The Grievance redressal committee will be as per BMC circular.

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## SECTION 6

### SPECIFICATIONS FOR FABRICATION AND SUPPLY OF MINI WATER TENDER WITH FOR FIRE FIGHTING AND RESCUE WITH 5 YEARS CSMC FOR THE USE OF MUMBAI FIRE BRIGADE

#### 1. GENERAL REQUIREMENT:

- 1.1 The Mini Water Tender fitted with Fire fighting pump shall be designed specifically for the purpose of fire fighting and rescue operations. It shall comprise of Low/High fire pump, 50 mtrs motorized hose reel, water tank, crew cabin, locker, and the entire unit shall be mounted on a 4X2, BS VI chassis having min. 7 ton GVW with fully factory built single cabin, Right hand drive and suitable capacity PTO.
- 1.2 The vehicle shall be designed as per the designed, operational stability and structural strength based on the criteria laid in various standards applicable for this type of vehicles.
- 1.3 The vehicle shall be compact and fast on the road and easily maneuverable in the crowded streets and around sharp corners. The overall dimensions shall not exceed the limits specified herein.
- 1.4 The Mini Water Tender shall be ready to use and all the equipments and accessories shall be provided.
- 1.5 The crew cabin shall be fabricated just behind the driver's cabin suitable for 2 to 3 person fitted with two doors with windows.
- 1.6 A locker shall be provided for keeping the various tools and equipments as per list.
- 1.7 The water tank of 2000 ltrs capacity fitted with water inlet and outlet connections shall be provided.
- 1.8 Full safety features shall be incorporated in the design so as to ensure complete safety in operations and long years of reliable and trouble free service, as far as possible the system shall be fail proof.
- 1.9 The design of the vehicle shall allow a very large safety margin for extreme operating and climatic conditions.
- 1.10 The Control system of the vehicle shall be fully tropicalised and able to operate in the temperature range prevailing in Mumbai and in a dusty and Humid condition without reducing the maximum operating limits.

#### 2. CHASSIS:

- 2.1 The Chassis shall be of indigenously made of reputed make such as

Tata/Eicher/Mahindra, 4X2 of approx. 3350 mm wheel Base (as per CMVR 1989) with factory built driver cabin with min. 7 ton GVW and suitable capacity PTO. The Vehicle Chassis shall be a Right hand drive and shall conform to BS VI emission norms.

- 2.2 The Chassis shall be homologated from the appropriate authority in India.
- 2.3 The engine shall be Four cylinder, inline, with turbo charger and intercooler.
- 2.4 The engine shall have develop minimum 100HP and min. torque of 300 Nm.
- 2.5 The gearbox shall be synchromesh type 5 forward gears and one reverse gear. with the arrangement of suitable capacity PTO.
- 2.6 Rear Axle shall be fully floating live rigid.
- 2.7 The front axle shall be dead rigid type.
- 2.8 Chassis frame shall be integrated with body to make monocoque construction.
- 2.9 The Steering shall be integral power steering preferable with collapsible steering wheel and column.
- 2.10 The Front and the rear Suspension shall be parabolic leaf spring type with telescopic shock absorbers.
- 2.11 The Brakes shall be dual circuit, vacuum assisted hydraulic brakes with Tandem master cylinder or fully Air brakes with ABS and parking brakes acting on rear wheels.
- 2.12 Fuel Tank - Capacity shall be min 60 ltrs with lockable fuel cap.
- 2.13 The Chassis/vehicle shall be provided with Radial Tyres with spare tyre of suitable size as per GVW of vehicle.
- 2.14 The chassis shall be provided with fully factory-built driver cabin with two doors made from high strength steel fully trimmed, adequate ventilation, rear view mirrors, windscreen glasses and windows, adjustable driver, co-driver seat including crew seat, wiper system instrument cluster along with all other standard fitments duly painted with latest painting process.
- 2.15 The Electrical system shall be 12V, with suitable capacity batteries & Alternator for charging the batteries.
- 2.16 The chassis shall be supplied with standard tool kit, hydraulic jack operator

manuals etc.

- 2.17 The Chassis shall be fitted with suitable capacity Power Take Off Unit to drive the Fire pump same shall be provided by body builder. However, the adoption of PTO has to be approved by chassis/vehicle manufacturer in respect of mounting, modification of drive line etc.
- 2.18 The Chassis shall be directly procured by the tenderer confirming to above specifications. The Transportation responsibility of the Chassis/vehicle up to tenderers manufacturing facility lies with the tenderer.
- 2.18 The Chassis shall comply all the provisions of Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 and any amendment from time to time.

### **3. CREW CABIN:**

- 3.1 The crew cabin shall be made in line of driver's cabin and shall be such as to accommodate three firemen. There shall be sufficient gap between driver cabin and crew cabin to allow the driver cabin to be tilted for engine repairs and maintenance.
- 3.2 The approx. dimensions of crew cabin shall be as follows :
- |                 |   |                  |
|-----------------|---|------------------|
| Length of cabin | - | 1600 mm. approx. |
| Width of cabin  | - | 2198 mm. approx. |
| Internal height | - | 1500 mm. approx. |
- The final overall height shall be mentioned by tenderer.
- 3.3 The under frame cross members shall be fabricated and made out of rolled M.S. channel of 70 x 40 x 4 mm.
- 3.4 Each cross member shall be secured to the runner running full length of the chassis frame with suitable mounting plates. The runner shall be fixed to the chassis frame with suitable arrangement.
- 3.5 The complete superstructure of the cabin shall be constructed out of SS 304 square tube of 30X30X1.6 mm manufactured by reputed company. The superstructure shall be strengthened specifically on the members where the doors and window frames are to be fitted and also on the other members by providing brackets and the gusset plates securely fitted. The details of super structure members shall be mentioned clearly in the drawing and shall be submitted along with the offer.
- 3.6 The flooring of the driver cum crew cabin shall be fabricated out of SS 304 angles of 40 x 40 x 4mm thick which shall be properly welded/ bolted to the cross members.



- 3.7 All the MS super structural members and under frame cross members shall be painted with two coats of rust preventive paint.
- 3.8 The complete external paneling of crew cabin, including doors shall be of 16 SWG aluminum sheet with all the joints riveted and bided.
- 3.9 The complete internal paneling of cabin shall be of 18 SWG aluminum sheet properly riveted and bided to the super structural members or shall be made from PVC moulded sheets.
- 3.10 The flooring of the cabin shall be fabricated from 3mm aluminum chequered plates except over the mudguard arches which shall be of 2 mmaluminiumchequered plate rigidly fixed to the under frame by means of nuts and bolts or riveting. Trap doors for topping up wherever necessary shall be provided.

#### **4. DOORS AND WINDOWS:**

- 4.1 The crew cabin shall be equipped with full two doors, for the crew members.
- 4.2 All the doors shall be fitted on the super structural members each hung upon the two/three numbers coach type stout hinges and fitted with best quality N.P. handles.
- 4.3 The window on all the doors shall be full lift type.
- 4.4 For all the above windows, 5 mm. thick toughened safety glasses in an aluminum extruded frame shall be provided.
- 4.5 The rubber bedding used for fitting glasses and window frames shall be synthetic rubber.
- 4.6 The grab handles shall be provided from inside the driver cabin and rear body wherever necessary.

#### **5. SEATS:**

- 5.1 The driver seat shall be fully adjustable bucket type both vertical upward and downward, forward and backward. The seat shall be fixed to the flooring by means of nuts and bolts. The seat assembly shall be of original supplied with chassis/vehicle manufacture.
- 5.2 The co-driver/officer seat shall be adjustable or fixed type. The seat shall be fixed to the flooring by means of nuts and bolts. The seat assembly shall be of original supplied with chassis/vehicle.

5.3 The crew seat shall be suitable for 2/3 firemen, rigidly fixed to the floor by means of nuts and bolts. The seat shall be fully upholstered and shall have arrangement to keep ready to use BA sets.

5.4 The colour combination of the seat shall as per CFO's requirement.

**6. REAR BODY:**

6.1 The rear body shall accommodate sufficient number lockers to keep various tools and accessories, Fire pump, water tank Pump, ladder, etc.

6.2 The approximate size of the rear body is as follows:

Length of body	-	3000 mm approx.
Width of body	-	2057 mm. approx..
Height of body	-	Shall be specified by tenderer.

6.3 The rear body shall be fabricated in continuation and in line. The under frame cross members shall be fabricated from M.S. rolled channel section of 70 x 40 x 4 mm.

6.4 A full length runner fabricated from MS rolled channel section of 70 x 40 x 4mm thick shall be provided and fixed on the chassis frame by means of 6mm thick MS plate bolted to the chassis frame as per the available bolt holes. A 5/8" dia 'U' clamp shall be provided where the fixing plate cannot be provided due to non availability of bolt holes on chassis frame.

6.5 The complete superstructure of the rear body shall be constructed out of SS 304 square tube of 30X30X1.6 mm manufactured by reputed company. The superstructure shall be strengthened specifically on the members where the doors and window frames are to be fitted and also on the other members by providing brackets and the gusset plates securely fitted. The details of super structure members shall be mentioned clearly in the drawing and shall be submitted along with the offer.

6.6 The flooring of the lockers shall be fabricated from SS 304 angles of 40 x 40 x 4mm thick.

6.7 All the under frame cross members and other Mild Steel members shall be painted with two coats of rust preventive paint.

6.8 The complete external paneling of the rear body, lockers, doors shall be of 16 SWG aluminium sheet with all joints riveted and bided.

6.9 The side paneling of lockers shall be made of 16 SWG aluminium chequered sheet and the flooring shall be made from 3 mm chequered aluminium sheet.

- 6.10 The complete top deck of the rear body shall be provided with 3 mm aluminium chequered sheet rigidly fixed to the super structure members by means of nuts and bolts. The top deck paneling shall be easily removable type.
- 6.11 The complete inside paneling of all doors and lockers shall be 16 SWG aluminium chequered sheet duly fixed to the super structure members by means of riveting.
- 6.12 The rear body shall be provided with Aluminium shutters of on both sides of vehicle and at rear side of MCD or FIRECO or equivalent make. The aluminium shutters shall be water tight with suitable rubber packing and locking arrangement.

## **7. LOCKERS:**

- 7.1 Sufficient numbers of lockers shall be provided on both sides and rear side for keeping various tools, hoses and other accessories.
- 7.2 The lockers shall be arranged in such a manner that the load distribution shall be equal on both the sides.
- 7.3 The size and placement of lockers shall be clearly shown in the drawing.
- 7.4 The locker shall be provided with sliding trays for keeping hydraulic rescue tools and other equipments with proper fastening arrangement.
- 7.5 Proper arrangement shall be provided in the locker for keeping all the accessories, tools and gears.
- 7.6 The lockers shall be divided into compartments and halves as per the requirement. The final design will be decided at the time of fabrication work.
- 7.7 All lockers shall be provided with MCD or FIRECO or equivalent make Aluminium shutters including the pump compartment but excluding the lockers provided below the chassis level. The aluminium shutters shall be water tight with suitable rubber packing with locking arrangement.

## **8. MISCELLANEOUS:**

- 8.1 Heavy duty rear bumper shall be provided and shall be fixed to chassis frame.
- 8.2 Two cat ladders made out of SS304 shall be fixed at the rear.
- 8.3 Aluminium pipe railing with sufficient number of brackets shall be provided to the rear body over the deck.

## **9 WATER TANK:**

- 9.1 A water tank of 2000 liters shall be fabricated from SS 304 material and mounted on the chassis. All the welding shall be by MIG welding with Argon gas process only. The welding of the tank shell shall be in such a manner that the first beading is from inside the shell and subsequent bead from outside the shell. The welded surface shall be cleaned of all slags, scale etc. There shall be minimum joints in the tank shell and hence plates used for fabrication of tank shall be of maximum size.
- 9.2 The tank shall be mounted on the chassis onto a runner in such a manner that the proper load distribution on each axle is achieved.
- 9.3 The dimensions of the water tank shall be as follows :
- |                |   |                  |
|----------------|---|------------------|
| Length of tank | - | 1000 mm. approx  |
| Width of tank  | - | 2000 mm. approx  |
| Height of tank | - | 1000 mm. approx. |
- 9.4 The water tank of required capacity shall be fabricated from stainless steel, 304 grade sheets and rectangular in shape with die pressed side plates duly mounted on a chassis in a manner keeping in view the proper load distribution on the axles. The load distribution calculation shall be shown in the detailed drawing.
- 9.5 The tank shall be provided with suitable baffle plates to prevent the surge of water while the vehicle is in motion, accelerating, braking in speed and cornering. The arrangement of baffles shall be clearly shown in the drawing.
- 9.6 The baffles shall be arranged in a manner to facilitate the movement of a person throughout the tank for welding, cleaning and general maintenance purpose.
- 9.7 The tank shall be mounted on minimum two/three cross members to counteract the stresses caused by chassis flexing and shall be so secured that it can be removed easily for maintenance purpose.
- 9.8 The sidewalls and the baffle plates of the tank shall be fabricated from 3 mm thick S.S sheet, whereas bottom plates of the water tank shall be 4 mm thick S.S plate.
- 9.9 The water tank shall be provided with sufficient number of supports on either side for mounting the tank on the runner.
- 9.10 The water tank shall be fixed to the runner plate with 5/8" dia. bolt with nylock nut.
- 9.11 EPDM rubber packing of 1/2" thickness shall be provided between the tank saddle support plate and runner.
- 9.12 Suitable lifting eyes shall be provided on the shell of water tank to enable it to be lifted from the vehicle for repairs / replacement as and then required.

- 9.13 The tank shall be fitted 50 mm overflow pipe of S.S and it shall be taken down below the chassis but without reducing the ground clearance.
- 9.14 The tank shall be fitted with one 63 mm instantaneous hydrant connection with non return valve and strainers, closed to the pump panel for filling the tank through 50 mm. bore S.S. 304 pipe.
- 9.15 A draw pipe of S.S 304 shall be taken from the tank to the pump suction inlet, incorporating a butterfly valve of Audco/L&T or equivalent make. Flexible connection (rubber bellow) shall be provided to this pipe to take the vibrations.
- 9.16 The water tank with its piping and fitments shall withstand hydrostatic pressure of 0.3 bar.
- 9.17 A digital water level gauge shall be provided near the control panel calibrated  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$ , and full (preferably calibrated in liter).
- 9.18 The water tank shall have one bolted manholes of 450 mm dia. made from 4 mm thick S.S. plate. The manhole cover shall have aluminum / gunmetal threaded cap with lugs for filling the water in the tank from outside.
- 9.19 The tank shall be provided with 2" SS ball valve for draining the water.
- 9.20 All the piping shall be of S.S 304 grade material.

**10. PUMP:**

- 10.1 The pump shall be centrifugal type, multi pressure, having out put capacity of 2000 LPM at 7 kg/cm<sup>2</sup> and 250 LPM at 30 kgs/cm<sup>2</sup> at 3 mtrs suction lift at NTP condition. The low-pressure side will be of single stage and the high-pressure side also with single stage having regenerative type impeller.
- 10.2 The pump shall either be Godiva/ Firefly/ Rosenbauer make confirming to following specifications.
- 10.3 The pump shall either be Godiva/ Firefly/ Rosenbauer or equivalent make confirming to EN 1028 standards or UL classified as per NFPA 1904 having following specifications.
- 10.4 The pump shall comply following performance parameters,

Normal Pressure output	2000 LPM at 7 kgs/cm <sup>2</sup>
------------------------	-----------------------------------

High pressure output	250 LPM at 30kgs./cm <sup>2</sup>
Deep lifting capacity of pump 7 mtrs.	Not more than 30 sec. at NTP condition.

- 10.5 The overall pump shall be constructed from Stainless steel material including normal (low) pressure impeller, high pressure impeller, volute. The impeller wearing shall be made from gunmetal conforming to Gr II of IS 318/1981 or polymer based material. The pump shaft shall be made from stainless steel conforming to IS 6603/1972. The bearing housing will be made of C.I. and all the studs and bolts coming in contact with water shall be of stainless steel. The bearings used in the pump shall be of reputed make.
- 10.6 The normal and high-pressure impeller shall be mounted preferably on a single shaft and impellers shall be dynamically balanced.
- 10.7 The pump shall be provided with an inbuilt filter of easily removable type, which shall filter the water before entering into the high-pressure stage impeller.
- 10.8 Operation of low pressure to high pressure or vice-a-versa shall be possible by actuation of single lever.
- 10.9 The pump shall have facility to operate low pressure and high-pressure mode simultaneously or individually.
- 10.10 The pump shall be provided in built (integrated in the pump outlet manifold) Pressure Relief Valve (PRV) which shall operate automatically and shall not allow the high pressure to increase beyond set pressure.
- 10.11 The size of high-pressure outlet shall be of 25 mm connected to high-pressure hose reel.
- 10.12 The Thermal Relief Valve (TRV) shall be provided and fitted in the pump housing, which will open when both deliveries (HP and LP) are shut off for longtime to control the temperature of pump water. The Thermal Relief Valve (TRV) should open at 60 C and shall reset automatically when the temperature of water is within limit.
- 10.13 The pump design shall be modular type and shall not have gaskets/packing. The arrangement shall be such that the carbon seal can be attended/removed without removing the pump body. The pump shall be provided deep groove heavy duty dual angular contact bearing immersed in oil bath.
- 10.14 The pump shall be provided with one suction inlet of 100 mm dia. having round threads conforming to IS:902 of 1974 and two numbers of 63 mm and one 38 mm

delivery outlets having screw down type valves fitted with instantaneous couplings as per IS 903/1993. The delivery valve screw shall not be with gland. The high-pressure outlet shall not be less than 25 mm and shall either be flange or screw type.

- 10.15 The pump housing shall have provision to connect to internal cooling system.
- 10.16 The pump shall be mounted at the rear of the vehicle connected to P.T.O. by propeller shafts and universal and slip joints with sufficient number of bearing supports. All the propeller shafts shall be dynamically balanced.
- 10.17 All the valves used shall be of "AUDCO" or L&T make or equivalent.
- 10.18 Pump primer – The priming system shall be horizontal Reciprocating type integrated in pump bearing housing. The priming shall be engaged by the actuation of electromagnetic clutch. The primer shall get automatically disengaged once the pump is registered the pressure. The primer shall be capable of lifting the water in 30 seconds from the depth of 7 mtrs. (up to pump inlet) at NTP condition. The pump shall attain a dry vacuum of 620 mm of Hg. The reciprocating pistons shall be made up of stainless steel and reciprocate in self-lubricated linear bearings. The cylinder and priming valve housing shall be made from gunmetal. The eccentric cam shall be fitted on pump main shaft to operate the pistons with neoprene rubber inlet and outlet valves. The primer shall disengaged automatically at a pump pressure of 0.8 kg/cm<sup>2</sup>.
- 10.19 The pump with its fitment shall be tested hydrostatically to 21 kg/cm<sup>2</sup> and certificate to them effect from pump manufacturer shall be submitted.

## **11 PUMP TEST:**

- 11.1 The pump fitted on the vehicle shall be subjected to various test as detailed below.
- 11.2 The pump with its all fitments will be subjected to Hydrostatic testing of pressure of 21 kgs./cm<sup>2</sup>.
- 11.3 The pump will be subjected to Endurance test for a period of FOUR hours continuous running. The first Three hours the pump shall deliver rated out put of 2000 LPM at 7 kg/cm<sup>2</sup> and next one hour will be 250 LPM at 30 kg/cm<sup>2</sup>.
- 11.4 During the endurance test the water shall not be replenished in the cooling system and the temperature of the cooling water and engine oil should not exceed the manufacturers standards recommendations for the continuous operation and engine should not show any sign of stresses.

## **12. HIGH PRESSURE MULTI MODE FOAM SYSTEM:**

- 12.1 The foam system shall be skid mounted in the locker.
- 12.2 The high pressure multi-mode foam system shall have a filling volume of 2000 liters of water from the main water tank and 100 liters of foam tank made of FRP. It should be designed to be mounted on skid frame to be mounted in the locker. It should have minimal requirements of space and weight. All the water sources to the pump shall be provided with adequate filters.
- 12.3 High pressure device should allow efficient extinguishing of small fires with a limited volume of water and a multi-function branch with 5 distinct modes of operation such as high-pressure water spray in jet and mist, water with additives in jet and mist and foam mode.
- 12.4 This kit should include the following elements:
- 12.4.1 01 No of high-pressure triple plunger pump operating at minimum 150 bar and not more than 25 litres / min.
- 12.4.2 Petrol engine of sufficient power to meet duty point with reserve capacity with electric start (to be connected to the vehicle's 12 Volt battery) with integrated minimum 6-liter fuel tank.
- 12.4.3 Automatic engine acceleration system proportional to flow rate.
- 12.4.4 01 pressure regulator with pressure manometer.
- 12.5 The system shall be designed for Class B AFFF 3% foam.
- 12.6 **MAIN PUMP-PLUNGER TYPE**
- 12.6.1 The pump shall be triple plunger type capable of suction of water and foam from respective tanks and to maintain adequate discharge rate and pressure for operation of nozzle at optimum efficiency. The plungers should be ceramic coated and shall be designed for continuous duty cycle.
- Minimum Pressure -150 Bars  
Maximum flow - 25 LPM
- 12.7 **PRIME MOVER (GASOLINE ENGINE):**
- 12.7.1 The prime mover for pump shall be 4-stroke Air Cooled, single cylinder petrol driven engine and shall have electrical starting. The engine shall be of reputed make and shall have after sales and service facility in Mumbai.
- 12.7.2 Engine shall have sufficient power to meet pump duty cycle with reserve capacity. Change in ambient conditions should not affect pump performance.
- 12.7.3 The starting system of the pump should be connected with vehicle battery and no



separate battery shall be used for this pump.

12.7.4 Engine shall be provided with min. 6 liter fuel tank treated with anti corrosive treatment.

## 12.8 **FOAM INDUCTION**

12.8.1 A suitable means shall be provided for induction of foam from tank so that proportion for single delivery remains constant and foam quality is maintained. The Max. Induction rate shall be selectable from 0 to 6% .

## 12.9 **DESIGN & DEVELOPMENT**

12.9.1 The system shall be connected to 2000 liters of main water tank and 100 liters of foam tank made of FRP rectangular shape.

12.9.2 The system shall have automatic engine acceleration system proportional to flow rate.

12.9.3 The system shall be connected with 1 pressure regulator with pressure gauge.

12.9.4 It shall have a control valve for selection between Flushing or Foam mode. Foam flushing selection valve shall be provided to flush the foam out from the system.

12.9.5 The unit shall have adequate provisions for safety of the system.

12.9.6 The system shall be designed in such a way that there shall be no unloading line back to the water tank to avoid foam-water mixture back in the water tank.

12.9.7 The High-Pressure kit should perform as follows:

- Sprayed water: Max. 25 l / min @ min.150 bar
- Doped water: Max. 25 l / min 5 bar
- Foam: expansion of 10 (210 LPM) @ minimum 20 Bar Pressure

## 12.10 **FOAM TANK**

12.10.1 The foam tank shall be made of FRP giving a free corrosion for life and lightweight system having usable foam storage capacity 100liters The foam tank shall be rectangular shaped and the thickness of the water tank should be of 3 mm minimum. A manhole of minimum 150 mm and an electronic led level indicator of foam should be part of the system.

## 12.11 **GUN**

12.11.1 01 No of High-Pressure triple action branch with quick release coupling. The branch should include 5 modes:

- Sprayed water at minimum 200 bar pressure in Jet
- Sprayed water at minimum 200 bar pressure in mist
- Additive water at 5 bar pressure in Jet
- Additive water at 5 bar pressure in mist

- Extinguishing foam mode at minimum 20 bar pressure

### 12.12 **HOSE REEL**

- 12.12.1 01 no. of self-retracting hose reel shall be provided with the system. The hose shall be high quality and shall be capable of holding the temp. ranges  $-20^{\circ} + 55^{\circ}$  C. The material specification, working pressure, test pressure and cracking pressure should be indicated for hose. The minimum length of hose should be 60 m.
- 12.2.2 The seals and O-rings used in the system should be synthetic material like Nitrile rubber or equivalent

### 13. **AUXILLARY COOLING SYSTEM:**

- 13.1 The vehicle shall be provided with Auxiliary cooling system if required to maintain the temperature of engine within the manufacturer's recommended limit when engine is running continuously for driving the fire pump in stationery condition.
- 13.2 The cooling system shall be INDIRECT OPEN CIRCUIT type.
- 13.3 The heat exchanger tank shall be made from 14 SWG Brass sheet with Copper coil.
- 13.4 The heat exchanger tank shall be mounted below the Radiator in the front of vehicle. The design of auxiliary cooling system shall be such that, it dose not allow the cooling water temp. to increase above chassis manufacture's recommended temp. when pump is running continuously for a period of minimum four hours delivering full rated output under ambient temp. between 30 to 40 degree centigrade.

### 14 **CONTROL PANEL:**

- 14.1 An adequately illuminated and ergonomically designed control panel shall be provided near the pump and easily accessible to operator for operating different controls. The control panel of required size shall be made from stainless steel sheet. The design of the control panel shall be got approved from CFO.
- 14.2 The control panel shall include the following items. Firestellar or FRC make 7" TFT LCD Touch Screen Electronic Throttle Control with Water Level display shall have vehicles' CANBUS integration. The Panel shall govern and display Engine RPM and Pump Pressure with Auto-Idling interlock for Low Water Level. RPM operation shall be controlled by 3 numbers of separate 22mm IP65 push button illuminated switches for "**RPM-Up, RPM-Down and IDLE**" and IP65 Enclosure. Pump Service Alert shall be displayed. Display language in English and Hindi for ease of operation. Control Panel shall be NABL approved IP65 certified.
- 14.3 In addition to above following analog gauges shall be provided;
- a) Pressure gauge, SS, 3" dia ∴ Low pressure : 0 to 17 kg/cm<sup>2</sup>

(Glycerin filled) :High pressure : 0 to 50 kg/cm<sup>2</sup>  
b) Compound gauge, SS, 3" dia. :Vacuum : 0 to 680 mm of hg in Red.  
Pressure : 0 to 10 kgs/cm<sup>2</sup> in Black.

- 14.4 High pressure hose reel circuit control.
- 14.5 Cooling water circuit control.
- 14.6 Change over lever from LP to HP mode located at convenient position.
- 14.7 LED type digital water level indicator calibrated on full,  $\frac{3}{4}$ ,  $\frac{1}{2}$ ,  $\frac{1}{4}$  and empty.

**15. POWER TAKE OFF (P.T.O.):**

- 15.1 A power take off assy. shall be brand new and capable of transmitting full torque developed by vehicle engine and transmitted to wheels in first/reverse gear shall be provided.
- 15.2 A power take off assy. shall be reputed make, having suitable ratio and torque ensuring max. engine performance in RPM range.
- 15.3 The PTO control shall be operated with manual lever located inside the driving compartment at suitable and easily accessible position.
- 15.4 The PTO assy. shall have a built in cooling system.
- 15.5 Means shall be provided to determine with reasonable accuracy the oil level in the PTO.
- 15.6 The driving shafts between the main transmission and the PTO shall be fully universal with provision for lubrication and shall have spline and socket system at other end.
- 15.7 The successful tenderer shall submit separate drawing for PTO mounting.
- 15.8 The PTO assy. shall be mounted on heavy duty Rubber metacone mountings. The mounting design will be decided at the time of fabrication.

**16. SCBA SET – 02 NOS:**

- 16.1 The vehicle shall be provided with Self contained, positive pressure, open circuit breathing apparatus set – 02 nos.
- 16.2 The BA set shall be mounted in the integrated arrangement provided in the firemen seat in the rear compartment.

- 16.3 The BA set shall conform to EN137 – 2006 (Part 2) standard and shall be of reputed make such as Drager or InterSpiro or MSA or Scott etc.
- 16.4 The BA set shall consist of air carbon composite air cylinder, back plate, face mask, lung demand regulator, and pressure reducing valve, hoses and pressure gauge.
- 16.5 The min. duration of use of the set shall not be less than 45 mins.
- 16.6 The working pressure of the cylinder shall not be less than 300 bar and the test pressure shall be 1.5 times the working pressure. The cylinder shall be approved by PESO.

**17. HAND HELD FORCIBLE ENTRY TOOL (PRT KIT):**

- 17.1 The forcible entry tool suitable for prying, enlarging opening, cutting sheet metal, and twisting off locks and latches shall be provided and fitted at suitable place with fastening arrangement.
- 17.2 The hand held forcible entry tool shall include one compact Ram Bar which shall be made of Hard coated aluminum alloy. The tube body and handle shall be machined grooved for non-slip grip. The Ram bar shall be hard coated aluminum alloy tool bit retainer and a locking ring. The Ram bar shall have a locking device which can lock the ram bar at any length for added leverage and safety and also storage.
- 17.3 The Ram bar should be able to connect the interchangeable bits.
- 17.4 The Ram bar design shall have an easy sliding action which can direct all its force directly at the point of impact for maximum effect.

**18 MULTIPURPOSE SEVEN IN ONE HAND TOOLS KIT:**

- 18.1 Multipurpose seven in one Hand Tool Kit shall be provided as per following specifications.
- 18.2 Tool shall be made out of high-grade tempered steel, 34 inches composite polyglass handle.
- 18.3 The head of axe shall be 3.5-pound hudson bay style.
- 18.4 The tool shall have Leather axe sheath.
- 18.5 The weight of the tool shall be approx. 12.5 pounds.
- 18.6 The tool shall be supplied in compact storage in a low profile cordura carrying case .

18.7 Tool Kit shall comprise of following tools: Axe with sheath, Shovel, Mclead Reversible Roke/ Hoe, Safety Locking pins, Broad Pick, Pick, Mattock.

**19 NYLON ROPE – 01 NO:**

19.1 The rope shall be Nylon or Polyamide having 12.5 mm dia. and 30 mtrs. length.

19.2 The rope shall meet CE EN 1891 Type A standards.

19.3 Strength ties with figure-eight knot min. 15 kN.

19.4 Strength with sewn termination min. 22kN.

19.5 Weight per meter approx. 110 gms.

**20 ABC TYPE FIRE EXTINGUISHER – 01 NO:**

20.1 The fire extinguisher shall be stored pressure of DCP ABC type of 6 kg capacity.

20.2 The extinguisher shall be ISI marked.

20.3 The extinguisher shall meet IS 15683 standards.

20.4 The extinguisher shall be fixed in the vehicle at suitable position in upright condition and shall be fastened properly.

20.5 The ABC type effective at extinguishing fires that involve ordinary combustibles, such as wood, cloth, and paper liquids, greases, gases, electrical equipment's.

**21 BATTERY OPERATED WOOD CUTTER – 01 NO:**

21.1 The cordless chain saw strong reliable with a 160 Whlithium ion rechargeable battery for up to 150 cuts in squared spruce timber (10 cm x 10 cm).

21.2 It shall have 30 cm long guide bar.

21.3 It shall have electronically-controlled electric motor (EC) that shall be brushless, low-wear and works with outstanding staying power.

21.4 The machine shall be of reputed make and shall meet relevant safety standards.

**22 PORTABLE LED LIGHT – 01 NO:**

22.1 The lighting system shall be portable, light weight, and packed in easy to carry box.

- 22.2 The light shall have multiple Cree LEDs to give light intensity up to 10000 lumens.
- 22.3 The light shall have different light modes.
- 22.4 The minimum run time in high mode shall not be less than 7 Hours.
- 22.5 Charging time not more than 6 hours.
- 22.6 There shall be swiveling telescopic mast extends up to 5 feet high & 360-degree articulate LED light arrays.
- 22.7 The light should be store in outdoor type box and should be water proof, unbreakable with wheel, extendable handle to pull & stability feet for uneven surface.
- 22.8 The complete systems should be packed in box and also rechargeable battery should be fixed inside properly with easy charging connection from side of the outdoor box.
- 22.9 The box should come with quick lock and release systems & battery status indicators and should be IP 67 approved.

### **23 LIFE JACKET – 04 NOS.**

- 23.1 The jacket of universal size should be so designed to save human life in water.
- 23.2 It Should be made of highly visible international “Orange” colour, rot proof nylon, stuffed with polyurethane foam with nylon webbing and retro- reflective tapes.
- 23.3 It should be highly buoyant even when punctured or torn, waterproof and non-inflammable.
- 23.4 It should confirm to SOLAS 1983 (IM) Resolution A 689 (17) or CE or MMD approved.
- 23.5 The life jacket should have name of the department at the back side as per fire brigade requirement.
- 23.6 The Life Jacket shall be of reputed make.

### **24 FIRE FIGHTING DELIVERY HOSE**

- 24.1 The hose shall comply IS 636-1988 standards Type A and ISI marked.
- 24.2 The hose shall be 38 mm dia. 6X30 mtrs. and 6X30 mtrs. in length.

- 24.3 The hose shall be rubberized lined, woven jacketed, with elastomeric coating.
- 24.4 The hose shall be provided with GM instantaneous male and female couplings as per IS standards duly bind to hose.

**25 TORCH – RECHARGEABLE – 02 NOS:**

- 25.1 It should be LED rechargeable torch made out of thermoplastic housing with rubberized cushion grip.
- 25.2 It should be very compact and dimensions should be less than: Length -7.5 X Width-5 x Height -6.5 inches. Weight should be less than – 2 LBS.
- 25.3 It should work for at least three hours once fully charged. High Output should be minimum 145 Lumens and Low output should be minimum 70 Lumens.
- 25.4 The torch shall be of reputed make.

**26 ALUMINIUM TRIPLE EXTENSION LADDER – 1 NO.**

- 26.1 The ladder shall be aluminium triple extension having 7.5 m long when fully extended.
- 26.2 The size of ladder shall be  
Fully extended length – Not less than 7.50 m.  
Closed length – 3.40 m approx.  
Overall width – 660 mm approx.  
Depth – 270 mm approx.  
Weight – 57 kgs. Approx
- 26.3 The ladder shall be consist of main and two extending sections with built up string construction with trussing.
- 26.4 The rounds shall be of rectangular cross section and shall be provided with non slip tread and shall be placed at not less than 11” centre to center distance.
- 26.5 The design shall be such as to ensure the easy sliding of extending section without excessive clearance in the guides. The nylon rollers shall be used. Extending section must be guided throughout the full range of extension in such a manner that they cannot be separated.
- 26.6 The ladder shall be capable of being fully extended by one man by means of rope over pulley on the main section and by wire ropes on the second section. The dia. of extending rope shall be 2” hawser laid.

- 26.7 The extension rope shall have min. breaking load of one ton. The method of fixing the cable to the ladder shall be by thimble shackle and eye bolt. The means shall be provided for the adjustment of the extension cable.
- 26.8 Means shall be provided for preventing over extension of the ladder. Pawls shall be provided to hold the ladder at any position of extension at which the rounds on the main and extending sections coincides. The pawls shall be automatically lock and release.
- 26.9 The test of the ladder shall be carried out manufactures place. The deflection test, side test, round test will be carried out as per JCCD 12/1 standards.

**27 FOG & JET BRANCH PIPE:**

- 27.1 The Fog/ Jet branch one number with male instantaneous coupling as per IS: 903 of 100 LPM to 550 LPM – 63 mm BS male coupling shall be provided.
- 27.2 The Fog/ Jet branch one number with male instantaneous coupling as per IS: 903 of 35 LPM to 450 LPM – with 38 mm male coupling shall be provided.
- 27.3 The fog/ Jet branches shall be fast action automatic branches with 1 ½” (38mm) and 2 ½” (63 mm) male instantaneous inlet coupling as per BS standards.
- 27.4 The branch shall have built in arrangement for flushing without shutting down allowing easy flushing of small stones, debris during operation.
- 27.5 The branches shall be made from light alloy and hard anodized for corrosion, abrasion, and wear resistant.
- 27.6 The branches shall be provided with pistol type grip and slide type shutoff for ease in handling of firemen.
- 27.7 The branches shall be designed for operation at 7kg/cm<sup>2</sup>.
- 27.8 The Water Flow shall be through the help of rubber bumper grip having flexible teeth to create fog pattern.
- 27.9 The Fog / Jet branch shall be provided with SS 304 mesh type strainer to protect from entry of small stones, debris.
- 27.10 The branches shall have easy various flow selection facility.
- 27.11 The branch shall have CE/NFPA/FM certification.



27.12 The branch shall be of reputed make such as Akron Brass/Elkart/TFT or equivalent.

**28 CROW BAR 6" LONG – 01 NO.**

28.1 Shall be made out of high-grade steel.

28.2 Length of Crow Bar shall be minimum 5 feet and 1inch size.

28.3 The Crow Bar shall be of reputed make such as Tata or equivalent.

**29 SLEDGE HAMMER – 01 NO.**

29.1 The Sledge hammer shall be Drop forged and made from Carbon steel and shall be hardened and Tempered.

29.2 The weight of the hammer head shall not be less than 5.0 kgs

29.3 The hammer shall be provided with wooden/Polymer handle.

**30 SPADE – 01 NO:**

30.1 The spade shall be made out of high-grade steel.

30.2 Spade shall have wooden handle of adequate length rigidly fixed to spade head.

30.3 The spade shall be of reputed make such as TATA or equivalent.

**31 FIRST MEDICAL RESPONDER KIT – 01 SET:**

31.1 The kit shall be provided in Thermoplastic unbreakable box.

31.2 The approx. dimensions of the box shall be suitable to accommodate all the articles.

31.3 It shall have Locking Mechanism which shall be Press Lock and QuickRelease Clamps.

31.4 It shall have Centrally Located Handle with Side Holds at both sides to lift the box.

31.5 It shall have Sliding Compartments inside the Box with at least 2 Trays One 4" from top and second 5" from first.

31.6 It shall include a Medical First Aid kit for 25 Persons.

31.7 It should be approved by BIS and Medical Board.

**32 FORCIBLE ENTRY HAND TOOL – 1 NO:**

- 32.1 The forcible entry hand tool shall be 8-in-1 type suitable for prying, splitting, board bending, and striking jobs.
- 32.2 The tool shall consist of Demolition head, Gas shut off feature, spanner wrench, Pry bar for ripping, Hydrant wrench, 2nd tier board jaw, Board jaw, Beveled nail slot.
- 32.3 The tool shall be one-piece forged steel bar.
- 32.4 The tool shall have heat treated and tempered striking face.
- 32.5 The tool shall have heat resistance grip.
- 32.6 The tool shall have carabiner holes for easy attachment of shoulder strap.
- 32.7 The tool shall be Stanley make or equivalent.

**33 SAND BAG – 2 NOS:**

- 33.1 The sand bags shall be made from heavy duty white canvas of 10 kgs. Capacity with carrying handles and Velcro zipper.
- 33.2 The arrangement shall be made in the vehicle to keep these sand bags in fastened conditions.

**34 TELESCOPIC BIRD RESCUE ROD – 1 NO:**

- 34.1 Telescopic rod shall be suitable to rescue entangled bird.
- 34.2 The rod shall be made from combination of Fibre glass and carbon fibre or aluminium alloy material with multiple lockable sections.
- 34.3 The extended length of the rod shall not be less than 15 mtrs.
- 34.4 'J' type hook shall be provided on the top of rod.

**35 JIMMY AND HAMMER – 1 SET**

- 35.1 The forged jimmy as per fire brigade design shall be provided for breaking the locks.
- 35.2 The hammer shall be of 5 lbs. with wooden handle of reputed make.

**36 GHAMELA – 2 NOS**

36.1 The Ghamelashall be made from PVC and round in shape and shall be provided of suitable size and of reputed make.

36.2 The Ghamela shall be orange colour.

**37 BATTERY-OPERATED COMBI TOOL– 1 NO:**

37.1 The battery-operated combi tool shall be tested for hydraulic part according to EN13204 (European standard) and to NFPA 1936 (US standard). Copies of the EN 13204 and NFPA certificate should be submitted.

37.2 The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation. The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.

37.3 The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.

37.4 The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.

37.5 The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.

37.6 The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.

37.7 The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.

37.8 The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.

37.9 The Battery will be min. 7 Ah 28 V Lithium-Ion rechargeable battery Tool and battery must be suitable for underwater use. The protection rate tool shall be at least IP57. The Protection rate battery shall be at least IP67.

37.10 It must be possible to check the performance of the drive system of a tool through diagnostic software. It must be possible to read out detailed state of health

percentage of the battery by means of diagnostic software. The charger should indicate the state of health of a battery.

- 37.11 The battery and the charger should be BIS certified and copy of the BIS certificates for both items should be provided.
- 37.12 The combi tool shall be capable of cutting of various sections such as solid round bar, hollow round bar, flat section, square tube, rectangular tube etc. It would also cut the door pillars of new generation cars and also be able to perform the spreading and pulling functions.
- 37.13 The blades shall be of shock resistant non corroding alloy steel, hardened and ground and shall be exchangeable and regrindable.
- 37.14 The tool carrying handle shall have integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.
- 37.15 The combi tool shall have following minimum specifications:

Spreading Distance	Not less than 375 mm
Spreading force measured at 25 mm from the tips as per EN 13204	Not less than 4 T
Max. Spreading force	Not less than 175 T
Cutting force	Not less than 65 T
Squeezing force	Not less than 8.5 T
Pulling distance	Not less than 250 mm
Pulling force	Not less than 10 ton
Weight including battery	Not more than 21 kgs
Capable of cutting round steel bar	Not less than 35 mm
The material of the steel profiles shall conform to -	EN 10025-1-2000 table 5, type S 235
Mandatory Compliance category of cutting performance as per NFPA 1936 -	A7,B8,C8,D8,E8
Mandatory Compliance category of cutting performance as per EN 13204 -	1J,2J,3K,4K,5K
Mandatory Compliance to BIS for battery	IS 16046 (PART 2) : 2018/IEC 62133-2 : 2017
Mandatory Compliance to BIS for Battery Charger	IS 13252 (Part 1): 2010 + A1: 2013+ A2:2015

**37.16 Accessories:**

Pulling Chains Set 10 mm – 1.5m + 3.0m	1 set
Pulling Attachment Set	1 set
Mains Power connector to connect the tool to any 220 V source	1 no
Battery charger – 300 watts – with indication for the state of health of	1 no

battery	
On Tool Charging Cord	1 no
Tool diagnostic cord having Cable not less than 3.5 mtrs to connect the tool to a PC or laptop for battery and tool diagnostics through diagnostics software	1 no
Spare Battery	1 no

### 38 **ELECTRICAL SYSTEM:**

- 38.1 **Electrical Wiring and Interfacing:** All the important electrical circuit with separate fuses suitably indicated and grouped into a common fuse box located at an accessible position shall be provided for all the system other than chassis system.
- 38.2 **PA System with Siren:** There shall be an electronic siren unit fitted on the roof of the vehicle cabin or at a suitable place with the control unit mounted conveniently inside the driver cabin. It shall have the fast (yelp) and slow (wail) sound modes with integrated switch for Light bar. Command microphone, which is fitted with push-to-talk switch, allows the public address message to override the siren function. Operations is possible from drivers cabin.
- 38.3 **Beacon Lights :** 2 Nos of multi-colour Red, Blue and White LED Beacons with each consisting of 24 LEDs shall be mounted on top of the driver cabin. The lights shall be IP 65 and SAE J 575 and SAE J 845 Certified from NABL approved authorities. Make: Federal signal / Firestellar / Whelen / Code 3.
- 38.4 **Flashing Lights:** 3 nos of Dual Red-White and 3 nos of Dual Blue-White Scene-Lighting LED blinkers with inbuilt flasher shall be installed on the upper periphery. Blinkers shall have Aluminium Base with Polycarbonate Cover. The lights shall be IP 65 and SAE J 575 and SAE J 845 Certified from NABL approved authorities. Make: Federal signal / Firestellar / Whelen / Code 3.

### 39. **PAINING:**

- 39.1 Before painting all surfaces of steel structures shall be treated for corrosion resistance carefully after which they shall be primed and then applied the coat of approved paint.
- 39.2 For very high corrosion resistance of hollow structures such as steel profiles shall be treated with anti-corrosion protection.
- 39.3 The Paint shades used for external painting shall be RAL 3000 PU paint.
- 39.4 The word "BRIHANMUMBAI MUNICIPAL CORPORATION and Mumbai Fire Brigade" shall be provided on both side of the vehicle at suitable place as per the instructions of the Chief Fire Officer.
- 39.5 The emblem of MUMBAI FIRE BRIGADE shall be painted on both side of the vehicle in Natural colour.
- 39.6 The graphics as per Fire Brigade design shall be provided on the vehicle.

**40. INSTRUCTION MANUALS:**

40.1 Complete set of instruction manual for the operation and maintenance of complete vehicle including all the equipment supplied with the vehicle and chassis spare parts list shall be supplied along with electrical circuit diagrams.

40.2 All the manuals, circuit diagrams, literature etc. shall be in English language.

**41 DRAWINGS:**

41.1 The complete detailed drawings of vehicle duly mounted on chassis specified herein shall be submitted along with the tender.

41.2 The detail drawings with dimensions showing arrangement of all the equipment stowing shall be submitted for the approval of CFO before starting fabrication work.

41.3 The 3D drawing of vehicle with all fitments shall be submitted before starting fabrication work.

**42 STABILITY:**

The stability of the vehicle (in traveling position) when fully equipped and loaded (excluding crew member), shall be such that it shall remain stable and shall not overturn even if the surface on which the vehicle stands has inclination of min. 25 degree on either side from the horizontal. The tenderer shall specifically mention the angle of overturning in their offer. The manufacturer to that effect shall furnish a certificate at the time of delivery of vehicle.

**43. TRAINING:**

43.1 The service engineer of the supplier shall undertake the training for operation and maintenance of the vehicle for the operational staff of the Mumbai Fire Brigade at Fire Brigade Headquarters Byculla, Mumbai 400008, Maharashtra, (INDIA).

**44. WARRANTY:**

44.1 The manufacturer/ supplier shall furnish a warranty for the complete vehicle including chassis for a period of 24 months from the date of acceptance of the vehicle at the Mumbai Fire Brigade Headquarters, Byculla, Mumbai 400008, Maharashtra (India) in perfect working condition.

44.2 The manufacturer shall also guarantee for the supply of spare parts & service for chassis and superstructure including all systems for a minimum period of 10 years from the date of supply of the vehicle.

44.3 During the warranty period the vehicle shall be checked every three months and carry out all repairs required as per manufacturer's recommendation. All the spares and consumables required shall be arranged by the supplier.

**45. R. T. O. REQUIREMENTS:**

45.1 The vehicle shall be equipped with all the accessories required for registration of the vehicle and shall conform to Motor Vehicle Act 1988 and Central Motor Vehicle Rules, 1989 or any amendment incorporated from time to time.

45.2 It will be the responsibility of supplier to register the vehicle with local RTO office. All the charges required for registration has to be paid by the supplier. The documents required for registration will be made available by Fire Brigade.

**46. COMPREHENSIVE SERVICE MAINTENANCE CONTRACT:**

46.1 The vehicle will be with 5 years Comprehensive Service Maintenance Contract after expiry of warranty period which includes the repairing of vehicle at periodic intervals and at the time of breakdown of vehicle including the supply of original spare parts for superstructure as well as chassis.

46.2 The CSMC shall be for superstructure as well as for the chassis.

46.3 The servicing of the superstructure and the chassis shall be carried out strictly as per the manufacturer's recommendations at periodic intervals.

46.4 During the contract the vehicle shall be checked periodically at the interval of every three months and all the test and checks shall be carried out as per manufacturer's recommendations.

46.5 The spare parts used at the time of periodical servicing shall be original and brand new.

46.6 All the consumable parts such as Battery, Tyres, Lubricating oils, Filters etc. shall be provided by the supplier time to time.

46.7 Any break down of the vehicle at fire station shall be attended within 72 hrs. from the time of intimation (telephonic / written). In case of breakdown on road or at the emergency call shall be attended immediately during any time of day or night.

46.8 The servicing and repairing of vehicle including chassis shall be carried out through skilled workers only as certified by the manufacturer.

46.9 All the tools, tackles, and equipment including consumables etc. required for the servicing of the vehicle shall be arranged by the contractor.

- 46.10 The servicing and repairing of the vehicle shall be carried out either at the fire station or at the fire brigade workshop or at the authorised workshop of vehicle manufacturer (within MMRDA region) or as decided by CFO.
- 46.11 The complete servicing of the vehicle shall be carried out well in advance as per the provisions of Motor Vehicle Act and Central Motor Vehicle Rules when the vehicle is due for renewal of mechanical fitness certificate.
- 46.12 Any break down of vehicle on emergency call or on road shall be attended immediately.
- 46.13 The complete servicing and repairing of vehicle shall be carried out under the supervision of technical staff and officer of fire brigade department and all the instructions (oral or written) given by him time to time shall be incorporated / attended.
- 46.14 Any damage to the vehicle due to improper handling or due to accident shall be attended promptly and the cost on account of such repairs including the cost of spare parts shall be got approved from Chief Fire Officer prior to such repairs.
- 46.15 Any dispute arise out of this contract Municipal Commissioner or the officer authorized by him will be the final authority and the decision given by him shall be binding to both the parties.
- 46.16 The contractor shall maintain the log book of the vehicle and shall enter all the details of repairs / service of the vehicle carried out time to time and same shall be got certified either from Officer in charge of the fire station or from workshop in charge.

**47. GENERAL:**

Any additional information or clarification required can be given on application to the Chief Fire Officer, Mumbai Fire Brigade, Byculla Command Center, B.J. Marg, Byculla, Mumbai-400008, Maharashtra (India)

**48. INSPECTION:**

- 48.1 The Chief Fire Officer or his authorized representative will carry out the inspection and the testing of the vehicle at the factory premises of the vehicle manufacturer in the following stages;
- 48.1.1 Chassis Inspection
- 48.1.2 Water Tank and hydro test, Mounting of water tank, fire pump, PTO and other equipment.
- 48.1.3 Pump performance test



- 48.1.4 Functional and performance test of all the equipment.
- 48.1.5 Complete painting and finishing
- 48.1.6 Road test.
- 48.2 It is obligatory to the supplier to provide all the assistance and equipment for the inspection and testing of the vehicle at their premises.

**Chief Fire Officer  
Mumbai Fire Brigade**

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**SECTION 7**  
**TENDER FORM**  
**(To be filled in by the tenderer)**

To,  
The Municipal Commissioner  
BRIHANMUMBAI MUNICIPAL CORPORATION  
Municipal Head office building  
Mahapalika Marg, Fort  
Mumbai 400 001.

Sir,

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

Fire Brigade Department.

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

I / We .....

(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 and other relevant details at the rates entered in the aforesaid bill of quantities.
3. According to your requirements for payment of E.M.D. amounting to Rs. \_\_\_\_\_ I / We have deposited the amount in D.D. with BMC.
4. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I / We \_\_\_\_\_ agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the

Corporation, as may be required under Municipal Act, not to accept this tender(subject to condition 5 below)

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

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

**SECTION 8**  
**CONTRACT AGREEMENT FORM**

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

Quotation / Tender No.	
Dated :..... 2021-2022	
Standing Committee Resolution No.	
M.C.'s sanction No.	Dated the
Contract for	
CONTRACT AGREEMENT made this                      day of                      Two Thousand                      between	
.....	
Inhabitants of Mumbai carrying on business at .....	
.....	
Mumbai under the name and style of ..... And on behalf of himself / themselves, his / their heirs, executors, administrators and assignees ( "thereinafter called the Contractors")' of the one part and Shri ..... The Jt. Municipal Commissioner (Imp). In which expression are included unless such inclusion is inconsistent with the context or meaning thereof, include "The Deputy Municipal Commissioner / JT Municipal Commissioner(Imp) his successor or successors for the time being holding, the office of the Deputy Municipal Commissioner of the Second Part and the BRIHANMUMBAI MUNICIPAL CORPORATION ( herein called the Corporation ) of the third part, "WHEREAS" The Municipal Commissioner for Greater Mumbai has deputed under Section 56-B of the Mumbai Municipal Corporation Act his powers under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act to the JT Municipal Commissioner (Imp) and WHEREAS the Commissioner, in pursuance of the powers vested in him as such Municipal Commissioner, by the Mumbai Municipal Corporation Act and in accordance with the provisions of the said Act, recently advertised notice inviting Tenders for the execution of the work as mentioned above AND WHEREAS the Contractors tendered for the same and his / their Tender was accepted by the Commissioner on the terms and conditions hereafter specified. AND WHEREAS by way of deposit of the sum of Rupees ; as security for the due and faithful performance by the contractors of this contract, the said contractor's hs / have deposited with the Commissioner the face value of Rupees ..... the cash value of which is taken as Rs. .... Or has / have paid to the Commissioner the sum of Rs . .... in cash and deposited with him public securities of the face value of Rs..... The cash value of which is taken at Rs..... which two sums together amount to the said deposit of Rs ..... Or has / have delivered to the Commissioner the General Undertaking and Guarantee of ..... Bankers from the said contractors for payment inter-alia of the said an amount NOW THESE PRESENTS WITNESS, and it is hereby agreed and declared between and by the parties thereto as follows : -	
First -	That this contract shall be deemed to have commenced as from the ..... Day of ..... Two Thousand and shall continue in force ( unless previously determined by the Commissioner as herein after mentioned ) until the ..... day of ..... Two Thousand and .....
Second -	If from any cause whatever the contractor/s shall in the opinion of the Engineer has / have been unduly delayed or impounded in the completion of this contract,

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

	prices as the C.F.O. or other officer aforesaid may think proper and the cost thereof and all expenses incurred thereby shall be charged to the contractor.
Explanation -	The works "all expenses incurred thereby" shall include minimum charges of 5 percent in all cases of default which may be raised to a maximum of 15 percent in special cases at the discretion of the Municipal Commissioner.
	And ... (unless the same shall have been previously determined by the Commissioner as herein before provided ) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.
Tenth –	That in case of any dispute or difference connected with or arising from this contract, the matter shall be referred to the Commissioner for the time being, whose decision shall be final and binding on the contractor/s.
Eleventh –	Every receipt for money which may become payable or for any security which may become transferable to the contractor/s under these presents shall, if signed in the partnership name by any one of the contractors be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractor/s, during the pendency of this contract, it is hereby expressly agreed that every receipt by any of the surviving contractor/s shall if so signed as aforesaid, be a good and sufficient discharges as aforesaid PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which Tenth - The contractor/s shall not without the written permission of the Commissioner sublet this contract , but shall on the contrary give his / their personal presence and supervision to the work and to the execution of orders given by the Engineer or other officer as aforesaid.
Twelfth –	should any work or works under this contract be necessary or desirable to performed or executed for which rates are not quoted in the schedule aforesaid, the price for such work or works shall be fixed in writing between the Engineer or other authorized officer as aforesaid and the contractor/s with the sanction of the Commissioner before the commencement of such work or works. In case of their not being able to agree upon the price of any such work or works, the matter shall be referred to the Commissioner whose decision shall be final and binding upon all parties.
Thirteenth –	That the Contractor/s shall on or before the eight day of every month present to the respective department his / their bills in triplicate for all works carried out by him / them under this contract during the preceding month on forms approved of by the Chief Fire Officer of the BRIHANMUMBAI MUNICIPAL CORPORATION along with the original indent and shall on or before the twelfth day of every month furnish to the said Chief Fire Officer summary of all the bills which the Contractor/s has / have so presented to the different departments, failing which the contractors' will be subject a penalty of Rs. Five for each original bill in respect of which there shall have been delay in rendering the same to the Department to which it is chargeable or respect which there shall I have been delay in supplying the summary to the Chief Engineer (SWM) Projects.
Fourteenth –	That in case of failure on the part of the contractor /s at any time during the continuance of this / their contract to comply with any of the conditions herein contained, or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty (1) absolutely to determine the same by giving to the Contractor/s on month's previous notice in writing of this intention

	<p>so that do in which case the contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description of the contract which the Corporation may sustain in consequence of such failure or breach or determination of the contract and without prejudice to the generality of the foregoing the said sum of Rs. .... , deposited as aforesaid shall be absolutely forfeited to the Corporation, as liquidated damage for such failure or breach or determination of this contract and or (2) to inflict on the contractor/s fine of Rs..... for every such failure or neglect or disobedience of orders, such fine or fines being charged to the contractor/s in addition and without prejudice to the other rights of the Corporation under the contract.</p>
Fifteenth -	<p>In the event of the side deposit of Rs..... Having been made by the contractor/s by the contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s. and the contractor/s under any of the provisions of the contract becoming subject to or liable for any penalty or damages forfeited as herein before mentioned then and in any such a case the amount of any such a penalty or damages and the deposit so forfeited, if not previously paid to the commissioner , shall immediately on demand be paid by the said bankers to and may be forfeited by the Commissioner under and in terms of the said general Undertaking and guarantee. If no penalty or damage or forfeiture of deposit shall be exacted or claimable from or against the contract/s under this contract, the contractor/s and the Bankers shall at the expiration of this contract, be freed and released from the obligation of the said General Undertaking and Guarantee in respect of this contract, without prejudice , however, to the continuing liability of the contractor/s and of the said bankers and the right of the Commissioner and / or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the contractors with the Commissioner and / or the Corporation.</p>
Sixteenth -	<p>That these presented and every clause, matter and this hearing contained shall cease and determine on the ..... day of .....2013 the Commissioner or Corporation may hereafter have against the legal representative of any Contractor so dying for or in respect of any breach of any of the condition here of. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor/s and of the legal representative of any deceased contractor interest.</p>
Seventeenth -	<p>The contractor/s shall be responsible for all risk to the work, and shall make good to his / their own cost all loss or damage, whether to the works themselves or to any other Municipal properties or to the lives, persons or property of others, from whatsoever cause arising out of or in connection with the work during their progress and in case the Commissioner shall be called upon to make good any such cost, loss or damages, the amount which he may be in respect thereof and the amount or any cost of charges including low costs and charges in connection with legal proceedings or otherwise, which he may incur in reference hereto, shall be charged to the contractor/s . The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage charging to the contractor/s as aforesaid any sum or sums of money, which he may pay and any expenses, whether for reinstatement or otherwise, which he may incur in connection with the any such claim and the property of any such payment,</p>

	defense or compromise shall not be called in question by the contractor/s.
Eighteenth -	If the contractor/s shall duly and faithfully carry out the provisions of these presents and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. .... ( if he made in cash and / or by the deposit of public securities ) shall be returned to the contractor/ s and any balance due to the contractor/s under these presents after crediting him / them with all sums retained under the Thirteenth Clause shall bat the same time be paid to him / them.
Nineteenth -	All charges for the safe custody and withdrawal of and for the collection of interest on any securities deposited as security or purchased as hereinafter mentioned (though the Commissioner shall not be bound to collect any imparts) shall be paid by or charged to the contractor/s or shall be deducted out of any money that may be or become due to the contractor/s under these or any other contract between the contractor/s and the Commissioner and / or the said Corporation. The Commissioner shall not be bound to invest in public securities or otherwise any money in his hands in cash and belonging to the contractor/s on whatsoever account there under, but on the written application of the Contractor/s, he shall so invest such money so far as practicable ( as to which the Commissioner shall be the sole Judge) , and the contractor shall pay all charges for commission and brokerage incidental to the purchase, safe custody and withdrawal of such a securities and the collection of interest. No interest shall be payable by the Commissioner, any deposit , or other money belonging to the contractor/s on whatsoever account hereunder, which may be or remain in cash in the hands of the Commissioner. In the event of any of the securities held or deposited or purchased under the provision of this contract at any time being Government Promissory Notes, in respect of which any notification shall at any time be issued by the Government notifying that the same will be discharged unless the holder thereof shall consent to the interest due under the same being reduced, the Commissioner shall without the consent of the contractors being entitled to the Tender the said Government Promissory Notes for reduction of interest accordingly and shall not be liable to the Contractor/s any loss or diminution in value occasioned thereby and any bonus or commission which shall be paid by Government in respect of the Notes shall, for the purpose herein be deemed to be interest accrued due on the said securities.
Twentieth -	The Corporation shall have a lien on and over all or any money that may become due and payable to the contractor/s under these presents and / or also on and overall the deposit or security amount or amount made under his contract and which may become repayable to the Contractor/s under the condition in that behalf herein contained. For in respect of any debt or sum that may become due and payable to the Corporation by the contractor/s either alone or jointly with another or others and either under these or under any other Contractor/s transactions of any other nature whatsoever between the Corporation and the Contractor/s and also for in respect of any Municipal tax or taxes or other money which may become due and payable to the Corporation by the contractor either alone or jointly with another or others under the provisions of the Mumbai Municipal Corporation Act or any other statutory enactment or enactment in force in modification or substitution thereof and further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum of tax due by the Contractor/s the



	Corporation shall at all times be entitled to deduct the said debt or sum of tax due by the Contractor/s from the money security or deposit which may become payable or returnable to the contractor/s under these present. Provided, however, that nothing in this clause shall apply to any money due and payable by the Contractor/s in his / their capacity as a trustees either alone or jointly with others. The provision of this condition shall also apply and extend to the Banker's Guarantee, if any , given by the Contractor/s either in addition to or in substitution of the cash or security deposit to be made under his contract.	
Twenty first -	The Contractor/s shall not lend or borrow any money to and from any Municipal employee or enter with him directly or indirectly into any monetary transaction.	
Twenty second -	The contractor/s shall pay All costs, charges and expenses incurred about this contract, including stamp duty and all other disbursements.	
Twenty Third -	The quantities detailed in the schedule are approximate. If more or less quantities are actually required on the work, the contractor shall be paid for the same at the rates tendered by him / them in the schedule of rates. The work as actually carried out will be measured and paid for as per the General conditions of the contract.	
Twenty Fourth -	The word ' Municipal Commissioner ' or 'Commissioner' wherever they occur in this Tender or in the contract shall be constructed to mean Dy. Municipal Commissioner (CPD)	
Twenty Fifth -	Jurisdiction of Courts: In case of any claim, dispute or difference arising in respect of contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such a claim, dispute or difference shall be instituted in competent with in the City of Mumbai only.	
Twenty sixth -	Payment: The payment of satisfactory work done will be made usually within 30 days from the receipt of the bill, subject to verification as per normal rules. IN WITNESS WHEREOF THE COMMISSIONER has hereunto set his hand, Contractor/s has / have their hereunto set his / their hands and the seal of the Corporation has been hereunto affixed.	
<b>CONTRACTOR</b>		
Signed and delivered by the contractor		Trading under the Name & Style of
M/S		
In the presence of witness below		Sign of the contractor & Seal
1		
2		
<u>BRIHANMUMBAI MUNICIPAL CORPORATION</u> Signed by the Representative of BRIHANMUMBAI MUNICIPAL CORPORATION .  JT Municipal Commissioner(DM.) /Addl.M.C. (WS) / M.C.  The common seal of the BRIHANMUMBAI MUNICIPAL CORPORATION Affixed on the		

Day \_\_\_\_\_ 20\_\_ in the presence of

1. \_\_\_\_\_ 2. \_\_\_\_\_

Two members of the Standing Committee of  
The BRIHANMUMBAI MUNICIPAL CORPORATION .

Seal of the BRIHANMUMBAI MUNICIPAL CORPORATION

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

Office Superintendent

Municipal Secretary's office

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**SECTION 9**  
**BANKER'S GUARANTEE IN LIEU OF CONTRACT 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 Banks which expression shall be deemed to include its successors and  
assigns) of \_\_\_\_\_ the \_\_\_\_\_ first \_\_\_\_\_ part,

\_\_\_\_\_

Inhabitants carrying on business at \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

withstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_ only and guarantee shall remain in force upto \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter".

IN WITNESS WHEREOF

IN WITNESS WHEREOF

Witness(1)  
Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The duly constituted Attorney  
Manager \_\_\_\_\_  
For \_\_\_\_\_

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

Witness(2)  
Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness  
(1)  
Name \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For  
M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of the Contractors)

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Witness(2) \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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**SECTION 10****ANNEXURE – A1****Technical and Infrastructure ability of tenderer**

1.	Name of the tenderer's firm/ company	
2.	Whether proprietorship / partnership / Pvt Ltd. / Govt. / Semi Govt. /Undertaking/any other.	
3.	Name of proprietor/partners/directors/ C.E.O. etc.	
4.	Power of Attorney, if any	
5.	Address of the Business with telephone/mobile /Fax Nos.	
6.	Address of the works/ factory	
7.	Area of works/Factory	
8.	Line of Business, manufacturers and experience	
9.	Present deployed manpower: Technical Administrative Others	
10.	Name of the Collaborator/principal, address and country of origin	
11.	Address and area of workshop of the collaborator/ principal /agents with M.O.U.	
12.	Name of the Bankers of the tenderer and their full address.	
13.	Latest solvency certificate Bank Amount Date	
14.	Whether the tenderer is in listed the Govt./Semi Govt. Department, if so details of Registration etc.	
15.	Whether the tenderer or his partner or his principal /collaborator have been black listed by any of the Govt. /Semi Govt. department any time.	
16.	No. of similar units supplied by the tenderer with list of customers, year of supply and addresses during last 3 years.	
17.	No. of similar units supplied by the principal/collaborators of the tenderer with list of customers, quantity, year of supply and address during last 3 years.	
18.	Turnover during last 3 Financial years 2019-20 2020-21 2021-22	

**Tenderers signature with stamp/seal**

<b>SECTION 11</b>	
<b>ANNEXURE – 'B'</b>	
<b>Details of the Collaborator</b>	
1.	Name of the company
2.	Country of origin
3.	Business address/works address
4.	Sister concern or tie-up in any other country
5.	If yes, Names and addresses
6.	Year of incorporation of parent Co.
7.	Year since manufacturing of similar units.
8.	No. of similar units manufactured so far. Please give year wise breakup.
9.	Manufacturing capacity per year.
10.	List of customers performance certificates from different users during last 5 years.
11.	Details of authorized manufacturers/ distributors in India
12.	Details of after sales service of the manufacturer in India
<p>Note: The above details should be obtained from the Collaborator duly signed and sealed and attach with the tender.</p> <p><b>Tenderers signature with stamp/seal</b></p>	

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**SECTION 12**  
**ANNEXURE – 'C'**  
**Technical Details of Vehicles**

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

**(Note: The tenderer shall submit complete technical details against each clause of specification)**

**Tenderers signature with stamp/seal**



**SECTION 13**

**ANNEXURE – ‘D’**

**TENTATIVE DELIVERY/CONTRACT PERIOD**

1.	Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation with CSMC as per the specifications of Mumbai Fire Brigade	6 months from the date of PO.
2	CSMC period	5 years from the date of expiry of warranty period

**Tenderer's signature with stamp /seal**

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

SR	DESCRIPTION OF ARTICLE	QTY	RATE	TOTAL
1.	Fabrication, supply, testing and commissioning of Mini Water Tender for firefighting and rescue operation with CSMC as per the specifications of Mumbai Fire Brigade	5 nos.		
2	CSMC during warranty period for 5 vehicles	1 job.		
3	CSMC for 1 <sup>st</sup> year for 5 vehicles			
4	CSMC for 2 <sup>nd</sup> year for 5 vehicles			
5	CSMC for 3 <sup>rd</sup> year for 5 vehicles			
6	CSMC for 4 <sup>th</sup> year for 5 vehicles			
7	CSMC for 5 <sup>th</sup> year for 5 vehicles			
<b>8</b>	<b>TOTAL</b>			

TOTAL	RS
G.S.T @	RS
SURCHARGE IF ANY @	RS
Any other levies	RS
Transportation & other charges	RS
Training charges	RS
TOTAL	RS
<b>GRAND TOTAL</b>	RS
(RS-----)	
<b>SIGNATURE OF TENDERER</b>	
<b>Note:- This is for reference purpose and the cost shall be filled in online only.</b>	

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**SECTION 15**

**ANNEXURE 'F'  
UNDERTAKING**

**Tender No.** \_\_\_\_\_

**To,  
The Municipal Commissioner,  
For the Municipal Corporation to Greater Mumbai.**

Sir,

Bid No. \_\_\_\_\_.

"I/ We \_\_\_\_\_,

(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this quotation under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the quotation for the aforesaid work".

"I/We \_\_\_\_\_,

(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, we have filled in the accompanying quotation with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this quotation."

"I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this quotation is false or incorrect, I/We shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Corporation, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, In case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, differential logistic of transport etc. considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen. In case, if the explanation submitted by me/us is unsatisfactory then action including forfeiture of deposit & blacklisting may be taken against me/us.

**TENDERER'S FULL SIGNATURE  
WITH RUBBER STAMP**

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

**SECTION 16**  
**ANNEXURE 'G'**  
**FORM OF INTEGRITY PACT**

**(on Rs. 500/- stamp paper)**

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

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

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

NOW, THEREFORE

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

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

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

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

**1. COMMITMENTS OF THE BMC**

- 1.1 BMC commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in

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

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

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

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

### **3. PREVIOUS TRANSGRESSION**

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

### **4. DISQUALIFICATION FROM TENDER PROCESS AND**

## **EXCLUSION FROM FUTURE CONTRACTS**

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of BMC for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

## **5. FALL CLAUSE**

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

## **6. EXTERNAL INDEPENDENT MONITOR / MONITORS**

- 6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.



- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

**7. VALIDITY OF THE PACT**

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

**8. FACILITATION OF INVESTIGATION**

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

**9. MISCELLANEOUS**

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

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

Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

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

(On Rs.500/- Stamp Paper)

**UNDERTAKING CUM INDEMNITY BOND**

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

AND WHEREAS we are registered contractor / s with the BRIHANMUMBAI MUNICIPAL  
CORPORATION and / or (Name of other authority), having Registration No. \_\_\_\_\_  
valid up to \_\_\_\_\_.

AND WHEREAS the BRIHANMUMBAI MUNICIPAL CORPORATION had published the  
tender notice for the work of \_\_\_\_\_ -  
\_\_\_\_\_ in \_\_\_\_\_ Ward.

AND WHEREAS I / We want to participate in the said Tender procedure, I / We hereby  
given an Undertaking – cum – indemnity Bond as hereinafter appearing :-

I / We hereby agree and undertake that my / our Firm is not under any penal action such  
as Demotion, Suspension, Blacklisting, De – registration etc. by any Government, Semi  
Government and Government Under- takings etc.

I / We hereby further undertake to communicate if my / our Firm comes under any penal  
action such as Demotion, Suspension, Blacklisting, De – registration etc. by any  
Government, Semi Government and Government Under- takings etc.

I / We hereby further agree and undertake that, at any stage of tendering procedure, if the  
said information is found incorrect, it should be lawful for the BMC to forthwith debar me  
/us from the tendering procedure and intimate appropriate penal action.

The undertaking – cum – indemnity Bond is binding upon us / our heirs, executors,  
administrators and assigns and / or successor and assigns.

Place :

Dated :

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

Identified by me,

BEFORE ME,

**SECTION 18  
ANNEXURE 'I'**

**CHASSIS MANUFACTURER'S AUTHORIZATION CERTIFICATE**

To,  
Municipal Commissioner,  
BRIHANMUMBAI MUNICIPAL CORPORATION ,  
Mumbai.

Subject: -----

Dear sir,

This is to certify that , We being the leading manufacturer of chassis with monocoque body having our manufacturing plant at \_\_\_\_\_ hereby authorize and confirm that **M/s.** ----- ( name of bidder/ manufacturer ) , having their registered office at -----to fabricate Mini Water Tender vehicle on our ----- ( make and model of chassis) with ----- Wheel Base Chassis and load distribution of the various equipment fitted on it (as per their design) are as per our standard. Hence we offer our chassis to built the Mini Water Tender vehicle as per above subject tender and authorize them to quote with our chassis for the above subject tender.

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

**Place :**Manufacturers Name, company seal and Signature

**Date :**

**(This certificate shall be issued on the company letter head of chassis manufacturer)**

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**SECTION 19**  
**ANNEXURE 'J'**  
**PROFORMA FOR MANUFACTURERS AUTHORISATION FORM**  
**(To be uploaded in Packet 'B')**

To,  
Municipal Commissioner  
BMC Mumbai.

Dear Sir,

Reference :- Your E Tender document no. - \_\_\_\_\_ dated \_\_\_\_\_

We \_\_\_\_\_ who are proven and reputable manufacturer of \_\_\_\_\_ (Name and description of the goods offered in the tender) having factories at \_\_\_\_\_ hereby certified that M/S \_\_\_\_\_ (Name and address of the distributor/dealer/agent) is our authorised distributor/dealer and authorised them submit a tender, process the same further and enter in to a contract with you against your requirement as contained in the above referred tender document for the above goods manufactured by us. We also hereby extend our full guarantee as applicable for the goods and services offered for supply by the above firm against this tender documents for a minimum period of 10 years from the date of supply of vehicle.

We also promise to provide all the necessary technical / after sales service and spare parts support for the complete vehicle supplied through M/s. \_\_\_\_\_ ( name of bidder ) during CSMC period.

Yours faithfully,

(Signature with date, name & designation)

For and on behalf of M/S \_\_\_\_\_

Note- 1. This letter of authorization should be on letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

**SECTION 20**  
**ANNEXURE A**  
**Irrevocable Undertaking**  
(This is a format)

(On Rs. 500/- Stamp paper)

I Shri/Smt .....aged....., years.....  
Indian Inhabitant. Proprietor/Partner/ Director of M/s  
.....

Resident at ..... do hereby give  
Irrevocable undertaking as under ;

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

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

Solemnly affirmed at

This day of

Interpreted Explained and Identified by me.

**(This is not applicable for Foreign bidders)**

DEPONANT

BEFORE ME