



**Navi Mumbai Municipal Corporation
C.B.D. Navi Mumbai**

TENDER

B-1 /03(02)/ 2016 - 17

Tender for the work of

**Providing and fixing open Air Gym Equipment at mini Seashore,
Sector 10A vashi.(Rajiv Gandhj Jogging Track)**

Date of Sale (upload) :30/04 /2016 To 12 /05/ 2016 upto 13:00 Hrs.

Date of submission :12 / 05 /2016 To 16 /05/2016 upto 15:00 Hrs.

Date of Opening : 16 /05 /2016 upto 16:00 Hrs. (If Possible)

Tender Price Rs.500/- (Non – Refundable)

**Navi Mumbai Municipal Corporation
Plot No.1& 2, Sec – 15 A, Palmbeach Junction,**

C.B.D. Navi Mumbai – 400 614

Sector 10A vashi.(Rajiv Gandhj Jogging Track)

Tender No. B-1 / 03 (02) / 2016 – 17

SCHEDULE 'A'

1.	Name of Tender	Providing and fixing open Air Gym Equipment at mini Seashore, Sector 10A vashi.(Rajiv Gandhj Jogging Track)	
2.	Estimated cost of Work	Rs. 5,47,174/-	
3.	Persons Responsible	Dy.Municipal Commissioner (Hort)	
4.	Eligibility Criteria and Documents Required to Establish Eligibility		
	Criteria	Required eligibility	
a	Registration	Small scale manufacturer, government of Maharashtra Directorate of industries (small scale industries)	
b	Average annual Turn over for last three years	Average annual financial turnover during the last 3 years ending 31 st March of the previous financial year should be at least 30% of the estimated cost.	
d	Experience	Experience of similar type of work amounting to cost put to this tender.	Work in Hand other than what submitted along with enrollment – Annexure 2
e	Equipment Available		Plant and Machinery – Annexure 3
f	Certification		The Company having ISO 9001 (Version 2008) certificate will be preferred. Redg.in Small Scale Industries.
g	No Relationship with Corporators		Affidavit – Annexure 9 Special condition -
h	Validity period	The offer of the Contractor shall remain valid for 120 days from the date of opening of tender.	
i	Others	Submit the test report.	Undertaking – Annexure 1, Bank Solvency,Special condition - Tenderer Should be manufacture, of play Equipment & Garden Acceseries.
4.	Earnest Money		Rs. Rs. 5,472/-
5.	Security Deposit :		
a	Initial Security Deposit		3 % of the Contract Sum
b	Further Security Deposit, to be deducted from Bills		2 % of the Contract Sum
6.	Type of Contract		Capital work
7.	Percentage to be charges as supervision charges for the work got executed through other means		24.50 %
8.	Work Period		02 Months .
9.	Defect liability Period		01 Year.

Signature of Tenderer

No. of Corrections

Signature of Dy.Municipal Commissioner (Hort)

DETAILED TENDER NOTICE TO CONTRACTOR

- 1.0** Sealed bids are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation from Eligible bidders for the proposed Work specified in Schedule 'A'.
- 2.0** **ISSUE OF TENDER**
- 2.1. Tender book will be made available at E-tendering cell, NMMC, plot no.1 & 2, sec – 15 A, palmbeach junction, CBD from date of publication of Tender Notice in News paper. For tender Amount more than 3.00 lacs Contractor shall tender book through E- tendering procedure on the website (www.nmmc.maharashtra.etenders.in) or www.nmmctenders.com
- 2.2 For work of tender amount Rs.3 lacs above, tender book will be issued online though E-tendering Website (www.nmmc.maharashtra.etenders.in) to Contractors.
- 2.3 Price of Blank Tender form cost must be paid **in cash/Demand Draft** in NMMC's Account Department and Receipt of the same should be given to E-tendering cell for offline tenders. In case of online tenders (more than 3.00 lacs) the tender form fee, emd and other charges shall be paid through credit, debit cards or through net banking.
- 2.4 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.
- 3.0** **LANGUAGE OF TENDER / CONTRACT:-**The language of the Contract shall be English/Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.
- 4.0** **PREBID CONFERENCE :-** A Prebid Conference of all the intending Tenderers will also be held at the scheduled date and time indicated in Schedule 'A' of the tender. Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, conditions of the Contract etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.
- 5.0** **VALIDITY OF BIDS :-** The bids will be valid for the period indicated in Schedule 'A'
- 6.0** **EARNEST MONEY**
- 6.1 Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money shall be deposited in the form a demand draft / pay order in favour of 'Navi Mumbai Municipal Corporation', a fixed deposit with the Corporation or a bank guarantee as per format indicated in Annexure 1. The failure or omission to deposit the Earnest Money shall disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.
Alternatively The Tenderer can also deposit a Fix EMD at NMMC office which will be credited to his account.
The tenderer should refer user's guide while depositing EMD though the e-tendering website www.nmmctenders.com.
- 7.0** **FORFEITURE OF EMD**
- 7.1 **The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender. If the Tenderer revokes the Tender or vary its terms or condition contrary to his promise to abide by this condition, the Earnest Money deposited by him shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a tender to the Corporation for execution of any Work during the next 24 months effective from the date of such revocation.**
- 7.2 **If Successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, his Earnest Money Deposit will be foreited by the Corporation.**
- 8.0** **REFUND OF EARNEST MONEY :-**The Earnest Money of an unsuccessful Tenderers shall be refunded after the successful Contractor furnishes required Initial Security Deposit to the Corporation and sign the agreement or within 30 days of the expiry of validity period, whichever is earlier.
- 9.0** **COST OF TENDER :-** The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the Conduct or the out come of the Tendering process
- 10.0** **ELIGIBLE TENDERERS :-**Only those Contractors fulfill the Eligibility criteria as mentioned in the Schedule 'A' of the tender notice are eligible to submit their tender for this Work
- 11.0** **SPARE CAPACITY OF WORK FOR TENDERING :-** The Tenderers shall be eligible to submit the tender to the Corporation subject to the essential condition that the price tendered by him together with the value of the outstanding Works under execution by him for the Corporation or any other employer shall not be more than four times the value of the average annual turnover of Works executed during the preceding three financial years ending 31st March.
- 12.0** **RELATION SHIP WITH CORPORATOR(S) :-** Tenderer shall not be associated presently or in the past with any of the office bearer or Corporator of the Navi Mumbai Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Tenderer shall furnish an Affidavit on a Non-Judicial stamp paper of Rs.10/- If any information so furnished shall be found to be

untrue or false, the tender shall be liable to be disqualified and the Earnest Money accompanying such tender shall stand forfeited to the Corporation. If the information so furnished shall be found to be untrue or false during the currency of the contract the Tenderer shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.

13.0 TIME OF COMPLETION :- The period of completion of Works is enumerated under Schedule 'A'. The time of completion shall commence from the date of placing the Work Order or date of handing over the site whichever is earlier. The completion period is for all items of Work in all parts of Tender Documents.

14.0 SCHEDULE OF RATES AND QUANTITIES

14.1 The Tender has been drafted on the basis of pre-priced schedule of rates and quantities for different types of items.

14.2 All the tender items are priced as mentioned in Schedule B of Tender

14.3 The Contractors are expected to work out their own rates based on the detailed technical specifications, drawings & conditions and finally arrive at the cost of the Work in the appropriate places. The contractor shall insert percentage cost over or below the Corporations cost to arrive at the contract value for the work in Schedule B. In case of item rate, rate should be mentioned in front of item in Schedule B.

14.4 In case of Lump Sum Contract, Tenderer should insert his Lump Sum cost as contract value for the Work.

15.0 INSPECTION OF SITE AND SUFFICIENCY OF TENDER :-

15.1 The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Tender.

15.2 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the schedule of Works/items/ quantities or in bill of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works.

15.3 No extra charges consequent on any misunderstanding or otherwise shall be allowed

16.0 MANNER OF SUBMISSION OF TENDER

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

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

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

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

The tenders estimated cost above Rs. 25 lacs should be submitted online at www.nmmctenders.com

16.2 Telex, cable or facsimile offers will be rejected.

17.0 LAST DATE FOR SUBMISSION

17.1 Sealed Tender offers shall be received at the address specified above not later than the time and date specified in the Schedule 'A' of the Tender .

17.2 In the event of the specified date for the submission of Tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day

17.3 The Corporation may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.

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

18.0 **MODIFICATION AND WITHDRAWAL OF OFFERS :-** The vendor may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

19.0 CONTENTS

19.1 Tenders are invited in two envelope system. The completed Tender shall be submitted in sealed envelope, superscribing the name of Work & C.A.No mentioned in the Tender notice.

19.2 Full name and address of the Tenderer shall be written in the bottom left corner of each envelope.

19.3 The envelope shall contain the following

Envelope No.1 (Technical Bid) :

This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc as mentioned in the Tender notice.

a) List of all the documents enclosed in the envelope.

- b) The tender price in the form of Demand Draft/Pay Order Original cash receipts (where it is downloaded from the official website).
- c) Undertaking signed by a person holding a valid Power of Attorney.
- d) Power of Attorney authorized the person to sign the Tender Document (see clause 20(e)).
- e) The EMD in the form of Demand Draft/Pay order (as per clause 6.0 above) or valid certificate of exemption issued by the City Engineer of Navi Mumbai Municipal Corporation.
- f) Attested copy of the valid registration certificate (as requested by the eligibility condition at Annexure 'A')
- g) Up-to-date valid clearance Certificates for income tax, Sales tax, Cess with NMMC.
- h) Details of firms in Annexure 4.
- i) The Tenderer shall furnish a statement showing the type and magnitude of work done with last 3 years as per Annexure 2.
- j) List of works in hand as on the date of submission of this tender.
- k) List of works in tenderer as on the date of submission of the this tender
- l) List of machinery and plant immediately available with the Tenderer for use on his work and list of machinery proposed to be utilized on this work but not immediately available and the manner in which it is proposed to be procured in Annexure 3
- m) Details of Technical personnels available with the contractor.
- n) Affidavit & Undertaking on a non-judicial Stamp paper of Rs.100/- Annexure 9 & 1 Resp.

Envelope No.-2

For tender amount below Rs. 25 lacs (Financial bid) - This envelope shall contain the Complete set of Tender Documents along with corrigendum, addendum if any issued, duly filled in and initial on each page and signed by the Tenderer(s) at prescribed places of the Tender Documents, including signature of witnesses. (un-conditional).

For tender amount above Rs. 25 lacs : e-submission only

Covering Envelope

Both the envelopes I & II shall be put together in common sealed envelope subscribing on it, name of Work, C.A.NO., Name and address of the Tenderer.

20.0

IMPORTANT POINTS TO BE NOTED BY THE TENDERER

- a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left to be attested by the competent authority of the Corporation.
- b) The price-bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work and claim for extra payment on any such account shall not be entertained. Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Tenderer in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.
- c) Price-bid should be written both in words and figures in the Schedule 'B', at appropriate places.
- d) No alterations and additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected. The Tenderer should get his doubts cleared during pre-Tender meeting only if provided in the Tender. In case if no pre-bid meeting is to be held the Tenderer should seek clarification or any doubt in writing 7 days before the last date for receipt of Tenders.
- e) In case of firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the Tender. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by Board resolutions and appropriate and adequate evidence in support of the same shall be given.
- f) All pages and pasted slips should be signed by the Tenderer.
- g) No page shall be added or removed from the set of Tender Document.
- h) Tenderer shall be deemed to have studied the schedule of Works / Items / Quantities / Rates, all plans, specifications, terms and conditions, shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works. No extra charges consequent on any misunderstanding. A declaration and an undertaking to this effect should be signed by the Tenderer in the form attached at an Annexure - 2.
- i) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected conditional Tenders will be rejected.

21.0

CORRUPT OR FRAUDULENT PRACTICES :- The Corporation requires that the bidders/suppliers/Contractors under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Corporation of the benefits of the free and open competition;

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

- 22.0** **MANNER OF OPENING OF TENDER :-** For the work of Rs. 25 lakhs below, The Tender received within the schedule time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorised representatives who choose to remain present
For the Work of Rs. 25 lakhs above, tender will be open online in the presence of Tender Committee and e-tendering Administrator.
- 23.0** **PROCESS TO BE CONFIDENTIAL :-** Information relating to the examination, clarification, evaluation and comparison of bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.
- 24.0** **PRELIMINARY SCRUTINY :-** The Corporation will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offers are generally in order. Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each offer to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation's determination of an offer's responsiveness is to be based on the contents of the Tender offer itself without recourse to extrinsic evidence. A Tender offer determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-confirmity. The Corporation may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.
- 25.0** **CLARIFICATION OF OFFERS :-** To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all vendors for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.
- 26.0** **REJECTION OF TENDERS :-** The Tenders are liable to be rejected if the Tenderer
- Does not submit price of Tender in the form of original cash receipt/DD/pay order.
 - Does not submit EMD.
 - Does not submit Undertaking on Rs.100/- stamp paper. (Annexure-1)
 - Does not disclose the full names and address of all his partners in case of a Partnership Concern;
 - Does not submit the information as called for in Annexure (2,3,4 & 5)
 - Does not submit affidavit on Rs. 100/- Stamp Paper. (Annexure - 9)
 - Fails to initial corrections;
 - Fails to fill completely all the proformae provided in the Tender including proforma of submission of Tender and percentage and amount columns in Schedule - 'B';
 - Tries to contact the Corporation on any matter relating to its bid, or tries to influence the Corporation in its decision on bid evaluation, bid comparison or Contract award from the time of the bid opening to the time of contract is awarded.
 - Stipulates any condition in the Tender;
 - Stipulates the validity period less than what is stated in the form of Tender;
 - Does not quote rates inclusive of octroi duty and other terminal or Sales Tax or General taxes, etc.
 - Does not sign every page of Tender with seal of company / firm;
- 27.0** **SHORT -LISTING OF VENDORS :-** The Corporation will short-list technically qualifying vendors and commercial offers of only these vendors will be opened at the date and time to be intimated.
- 28.0** **OPENING OF COMMERCIAL OFFERS :-** The Corporation shall notify the date of opening of the commercial bids to all the Tenderers. On such notified date the Envelope No. 2 will be opened and the rates in Schedule 'B' or percentage above / below the Estimate shall then be read out.
- 29.0** **ACCEPTANCE OF TENDER :-**
- 29.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner.
- 29.2 The Corporation is not bound to accept the lowest or any Tender. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.
- 30.0** **INTIMATION TO SUCCESSFUL TENDERERS :-** The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening Authority or any Authority in the Corporation.
- 31.0** **SECURITY DEPOSIT :-** The Contractor shall pay a Security Deposit equal to five percent of the contract sum as security for due fulfillment of the contract, unless otherwise stated in the Tender Documents. The mode of making this deposit is as under.
- a) **Initial or contract deposit. :-** A sum, which along with the Earnest Money already paid, amounts to three percent of the contract sum shall be paid within 15 days after receipt of intimation in writing of acceptance of Tender. It is optional to the Contractor to make the contract deposit in any one of the following ways

- i) Wholly in cash or.
- ii) Wholly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalized / Scheduled Banks in the enclosed format.
- iii) Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed Deposit from Nationalized / Scheduled Banks in the enclosed format.
- b) **Retention Money :-** The remaining amount of the Security Deposit i.e. 2% shall be recovered from the Contractor's running bills at the rate of five percent and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate five percent of the contract sum after which such retention will cease.
- c) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit/retention money or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of his Security Deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 15 days of receipt of notice of demand from the City Engineer make good the deficit.

In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the Guarantee of the Bankers of the Contractor, and of the Contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or unliquidated or of the said deposit becoming forfeited or any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Municipal Commissioner, shall immediately on demand be paid by the said Bankers to Corporation and may be forfeited by the Municipal Commissioner under and in terms of the said Guarantee.

32.0 **EXECUTION OF CONTRACT DOCUMENT**

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

33.0 **STAMP DUTY, LIGAL AND STATURY CHARGES :-** It shall be incumbent on the successful Bidder to pay stamp duty for the Contract agreement, as applicable on the date of the execution.

34.0 **LICENCES** The successful Tenderer should comply statutory instruction of contract labour & will be required to produce to the satisfaction of the City Engineer a valid contract labour license issued in his favour under the provision of the Contract Labour License (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

35.0 **RIGHTS OF THE CORPORATION**

The Corporation reserves the right to suitably increase/reduce the scope of Work put to this Tender. The right to split up the Work in two or more parts is reserved by the Corporation and also the right to award the Work to more than one agency is reserved.

36.0 **INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the clauses by the Corporation shall be final and binding on all parties.

37.0 **NOTICE TO FORM PART OF CONTRACT**

Notice of Tender and these instructions shall form part of the contract.

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

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

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

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

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

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

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

Date the day of 20

Signature of Tenderer

Address

Signature of Witness

Address

Signature of Tenderer
Signature of Authorized Person

Annexure –2

List of Work in Hand as on the date of submission of this Tender

Sr. No.	Name of Order	Name and Address of Customer	Work In Hand		Anticipated Date of Completion	Remark
			Tender Cost	Cost of Remaining Work		
1.	2.	3.	4.	5.	6.	7.

Date: _____

Place: _____

Signature of the Tenderer

Annexure –3

List of relevant plant and machinery.

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age & Conditions	Present Location	Remarks
A	Immediately available						
B	Proposed to be procured						

Date: _____

Place: _____

Signature of the Tenderer

Annexure –4
Firm Details

1.	Name of Firm and Class of Registration with Validity date & value of Registration		
2.	Address for communication & Telephone No. E - mail		
3.	Details of Proprietor/Partaners/Director		
	Name	Address	Qualification and Experience
4.	Annual Turnover Previous Financial year (Y-1) 2 nd Previous Financial year (Y-2) 3 rd Previous Financial year (Y-3)		Certified copy of Audiated Balance Sheet Profit / Loss statement attested (Yes/No.)
5.	Details of Black Listed & Litigation		
6.	Remarks		

Signature of Proprietor or Authorised person of the Firm

Annexure 5

Details of Technical Personnel available with the Contractor

Name of the tenderer :

Sr. No.	Name of Work	Technical Qualification	Whether Working in field or in office	Experience of execution of similar Works	Period for which the person is Working with the tenderer	Remarks
1	2	3	4	5	6	7

Date: _____

Place: _____

Signature of the Tenderer

ANNEXURE A

Safety Provisions

1. Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ (horizontal and vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, belted braced and other wise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladder upto and including 3 meters in length. For longer ladders this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
6. **Excavation and Trenching :- All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof, ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground sides of a trench which is 1.5 metres or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half or depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.**
7. **Demolition : Before any demolition work is commenced and also during the process of the work**
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged,
 - c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear, handgloves and goggles.
 - b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken;
- g) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
- i) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- ii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :

- a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
- c) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- d) In case of departmental machine, safe working load shall be notified by the Engineer, as regards Contractor's machine the Contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provision shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Provisions shall be named therein by the Contractor.

14 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the inspecting officers.

15. Notwithstanding the above provisions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

ANNEXURE ‘B’

DETAILS OF KEY PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR THIS CONTRACT

Sr No	Description of category	Name	Qualification	Professional experience and details of works carried out	Since how long in service with tenderer	Remarks
1.	2.	3.	4.	5.	6.	7.

SIGNATURE OF TENDERER :

DATE:-

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ANNEXURE 'D'

INDEMNITY BOND

ON STAMP PAPER OF VALUE OF RS. 100/-

In consideration of Navi Mumbai Municipal Corporation incorporated under BMC act 1949 and having its office at Blapur Bhavan, 1st Floor, C.B.D. Belapur, Navi Mumbai-400614. (hereinafter referred to as the Corporation, which expression, shall unless it be repugnant to the context or meaning thereof includes its successors or assigns) having awarded to M/s. _____ a

Partnership/Proprietorship/Pvt. Ltd./Ltd. firm carrying in such name and style the business of construction (hereinafter referred to as the Contractor which expression shall, unless it be repugnant to the context or meaning thereof, includes its partners or Partner/Proprietor for the time being or its surviving Partner or his heirs and executors) for the work of

_____ at an _____ percent above / below estimated cost of Rs. _____ and in compliance with one of the terms and conditions of the said Contract.

We, M/s. _____ being the Contractor do hereby agree and undertake and indemnify and save harmless the Corporation in consequence of the manufacturing defect, patent manufacturing defect and construction defect found in the constructed work at any time in a defect liability period of _____ years with the grant of completion certificate by the Corporation to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the Dy. Municipal Commissioner of the Corporation or any officer acting as such Dy. Municipal Commissioner of the Corporation shall be the Competent Authority to decide upon the question as to the defects in the construction of works and the remedy to be applied by the Contractor for their rectification at his cost and his decision shall be final, conclusive and binding upon both the Corporation and the Contractor, provided that the Dy. Municipal Commissioner shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocable and unconditionally to carry out duly each and very decision, order, direction or instruction as may be issued by the said Additional City Engineer or as the case may be, the officer of the Corporation in his behalf and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF M/S. _____

Place :- _____

Date :- _____

S E A L

Notary, Maharashtra State

BEFORE ME

Notary, Maharashtra State

Noted and Registered at _____

Serial Number

For & on Behalf of Corporation.

Accepted By.

ON STAMP PAPER OF VALUE OF RS. 100/-

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

10(f) "Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation".

10 (g) "Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned"

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

Tenderer

Address

Date the day of 20 Signature of Tenderer

Witness

Address

(Occupation).....

Signature of Witness

Subject as otherwise provided in this contract all notice to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and powers of the Engineer.

Navi Mumbai Municipal Corporation

Name Of Work:- Providing and fixing open Air Gym Equipment at mini Seashore, Sector 10A vashi.(Rajiv Gandhj Jogging Track)

Re Tender Notice No./ B-1 /03(02)/2016-2017

SCHEDULE 'B'

Qty	Description of Item	Specification	Rate in Rs.	Unit	Amount in Rs.	To be quoted by Tenderer	
						Percent below / above the Estimated rates entered in col. 4	Amount quoted by Tenderer.
1	2	3	4	5	6	7	8
1	<p><u>FOREARM TWIRL</u> Rec. Age :- 13 yrs above. The area :- 2.5 m x 1.8m</p> <p>The FOREARM TWIRL consists of 25NB Galvanized pipe bend to form ring and spokes consists of 20NB G.I. pipes that connect to each other to form a pair of wheels of FOREARM TWIRL. These wheels are mounted on both ends of 40 NB G.I. pipe bend with specially designed bearing. Bearings used are oil sealed, self-lubricated made by reputed company. This bend pipe is fixed to main frame of 80 NB G.I. Pipe. Handle is fixed over the pipe ring for free movement of wheels. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment. Handle for rotating the ring fixed over the pipe ring.</p>	-	48349.00	Nos	84,349.00		
1	<p><u>ABS BOARD</u> Rec. Age :- 13 yrs above. The area :- 2.6 m x 1.8m</p> <p>The main frame of ABS BOARD is made up of 80 NB G.I. pipes with leg support structure. The back rest is fixed over 40NB back rest frame. Back rest is made up of rectangular pipes of 50 X 25 X 3 mm thick. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	44674.00	Nos	44,674.00		

1	<p><u>AERIAL STOLLER</u></p> <p>Rec. Age :- 13 yrs above. The area :- 2 m x 1.5m</p> <p>The main frame of AERIAL STROLLER is made up of 80 NB G.I. pipes with G.I. plating up to 40 micron thickness. This main frame is rest on 80 NB G.I. Pipe to give it strength. Foot rest bend pipe is made up of 40 NB G.I. pipes. Foot rest is made with the help of high quality FRP (Fiber Reinforced Plastic) material. Foot rest is mounted on main frame with the help of specially designed bearing assembly for its free movement. Bearings used are oil sealed, self-lubricated made by reputed company. Handle is made by 25 NB G.I. pipes. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	56472.00	Nos	56,472.00		
1	<p><u>AERO RIDER</u></p> <p>Rec. Age :- 13 yrs and above. The area :- 2.2 m x 1.5m</p> <p>The main frame of AERO RIDER is made from 80 NB & 40 NB galvanized pipe with powder coating of minimum 60 micron thickness. Handle support pipe linked to seat via 25NB Galvanized pipe. Handle pipe consists of grip of 20 NB G.I. pipes with suitable PVC grip. The Handle pipe extended to connect foot grip of 25 NB & 20 NB G.I. pipes via 40NB Galvanized pipe. The handle support pipe is pivoted over 80NB support pipe with Zinc plated rectangular tube. The HDPE/ LLDPE/FRP Seat rest over the 75x10 mm M.S. flat with G.I. plating hinged over the 80NB main frame pipe with the help of heavy duty bush bearing. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	45642.00	Nos	45,642.00		

1	<p><u>CHEST PRESS</u> Rec. Age :- 13 yrs and above. The area :- 2.2 m x 1.9m 80NB Galvanized main vertical support pipe fixed over square tube of 25 x 25 mm bottom frame. FRP / HDPE / LLDPE seat fixed over rectangular tube of 80 x 40 mm with zinc plating for corrosion resistance. This seat frame is hinged over vertical support pipe through 40NB galvanized pipe links with the help of specially designed bush bearings. The handle pipe consists of 25 NB galvanized pipe with rubber handle grip at its both ends. Handle is linked to the seat with 40NB pipe which is hinged to main vertical support pipe with the help of specially designed bush bearings. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	90316.00	Nos	90,316.00		
1	<p><u>HIP TWISTER</u> Rec. Age :- 13 yrs and above. The area :- 2.2 m x 1.9m The main frame of HIP TWISTER consists of 80 NB G.I. pipes with handle attached on it. Handle pipe is made up of 25 NB G.I. pipe with suitable rubber grip attached at both ends. The rotating disc made from FRP / HDPE / LLDPE plastic is supported over 80NB G.I. pipe with the help of heavy duty bearing. This Disc is bolted to main frame with the help of 40NB G.I. pipe. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	36552.00	Nos	36,552.00		
2	<p><u>SHOULDER EXERCISE</u> Rec. Age :- 13 yrs and above. The area :- 2.2 m x 1.9m The SHOULDER EXERCISE consists of 80NB Galvanized main vertical support pipe fixed over square tube of 25 x 25 mm bottom frame. FRP / HDPE / LLDPE plastic seat fixed over 40NB G.I. bend pipe. Footrest is provided to seat frame which is made up of 25NB G.I. pipes. This seat frame is hinged over vertical support pipe through 40NB galvanized pipe links with the help of specially designed bush bearings. The handle pipe consists of 25 NB galvanized pipe. Handle is linked to the seat with 40NB pipe which is hinged to main vertical support pipe with the help of specially designed bush bearings. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment.</p>	-	68269.00	Nos	1,36,538.00		

1	<u>HAND ROWER</u> Rec. Age :- 13 yrs and above. The area :- 2.4 m x 2m The HAND ROWER consists of FRP / HDPE / LLDPE (Fiber Reinforced Plastic / High Density Poly Ethylene / Linear Low Density Poly Ethylene) seat with backrest is fixed over 40NB Galvanized bend pipe. This bend pipe is further linked to 80NB base pipe with help of connecting links. Connecting links are made up of 25NB G.I. pipes with specially designed metal bush at ends. The paired 25NB pipe handle with rubber grip at the end is fixed over one of the connecting link. The rolling frame is made by 40 NB & 20 NB G.I. pipes. Connecting links are hinged in between seat frame and base frame with specially designed bush bearings. A suitable PVC/ rubber grip is provided for foot rest on seat frame. All pipes are uniformly powder coated up to minimum 60 micron thickness to avoid corrosion. All open ends of pipe been closed by GI / HDPE caps for user safety against entrapment. Handle for rotating the ring fixed over the pipe ring.	-	88631.00	Nos	88,631.00		
				Total Amt	5,47,174.00		
				Say As	5,47,174.00		

Total –

(Contractors Quoted Percentage (+/-)

(In word.....)

Quoted Amount Rs.:-

(In word.....)

Signature of Tenderer

No. of Corrections

Garden Superintendent

Asst.Garden officerr

Assisiant Commissioner(Garden)

Dy. Municipal Commissioner (Garden)