

**OFFICE OF THE ADDITIONAL COMMISSIONERE OF POLICE,MOTOR TRANSPORT,
SHEPHERD ROAD, NAGPADA, MUMBAI-400 008.**

E-tender No.- E-TENDER Mumbai Police/MT/ETE/AutoBatteries/ 2019-20.

The Additional Commissioner of Police, Motor Transport, Mumbai invites On line E-Tenders in two envelope system from the Primary/Original Manufacturers or Authorized Dealers, Authorized distributors, Authorized Stockiest of Original /Primary Manufacturers for purchase of following items. **(For Two Years from the date of Sanction of this e-tender)**

**AUTOMOTIVE BATTERIES
REQUIRED FOR SERVICING & MAINTENANCE OF
POLICE VEHICLES AVAILABLE IN MUMBAI POLICE DEPARTMENT**

Interested eligible Tenderers may obtain further information of technical specifications and other Terms and Conditions applicable for procurement of above items from the e-tendering website **<http://mahatenders.gov.in>**

TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, Bid Preparation and Hash submission, bid submission and submission of EMD and other documents will be governed by the time schedule given under Key Dates below :

Date of commencement of online sale of Tender documents/download	: 30/10/2019 (from 11.00 hrs.)
Period for Bid Preparation, Hash submission, Bid submission, submission of EMD and other documents	: 30/10/2019 (from 11.00 hrs.) to 19/11/2019 (up to 18.00 hrs)
Closing of Bid (By Department)	: 19/11/2019 (at 11.00 hrs.)
Date & time of opening of Envelope No.1	: 20/11/2019 (from 11.00 hrs.)
Address for Communication	: Additional Commissioner of Police. Motor Transport ,Shepherd Road, Nagpada, Mumbai-400 008.
Email ID	: acp4mtmumbai@gmail.com pistoremmtmumbai@gmail.com

A complete set of tender documents may be purchased by interested eligible tenderers upon online payment of a non-refundable fee. Bidder has to pay online payment through payment gateway according to time schedule of e-tender procedure.

The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

The Additional Commissioner of Police, Motor Transport, Mumbai reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise, any or all tenders in part or whole without assigning any reason there to.

(ATUL PATIL)
ADDL. COMMISSIONER OF POLICE,
MOTOR TRANSPORT,MUMBAI

TERMS AND CONDITIONS

1.Introduction

1.1 The Additional Commissioner of Police, Motor Transport, Shepherd Road, Nagpada, Mumbai Hereinafter, referred to as a “Purchaser” invites Online tenders in two Envelope system for Supply of items specified in Annexure-A Schedule of Requirement, for the use in Mumbai Police Motor Transport Section,Mumbai.

1.2 Interested eligible Tenderers may obtain further information of technical specification and Other terms and conditions applicable for procurement of items, from Government of Maharashtra E-Tendering Website <http://mahatenders.gov.in>

1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission,Tender submission and submission of EMD and other documents will be governed by the time schedule.

1.4 All activities of this tender are carried out online on Website <http://mahatenders.gov.in> . The tender document is uploaded/released on Government of Maharashtra,(GOM) e-tendering Website <http://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted **Online only**. Tenderes are required to submit the tender form cost (Non-refundable) and EMD (Refundable) by online payment gateway according to Tender Schedule . In no case,the tender form Cost/fee should be mixed with EMD amount.Tender shall liable to be rejected summarily upon Failure to follow procedure prescribed in the Tender document.

1.5 All activities of this tender, The Additional Commissioner of Police, Motor Transport, Mumbai reserves the rights to increase or decrease the quantities , to purchase without assigning any reason thereof.

2 Eligibility of Criteria

2.1 Eligibility of criteria for this Tender: (wherever required)

Bidder must be a Primary/ Original Manufacturer or Authorized Dealer, Authorized distributor, Authorized Stockiest of Original /Primary Manufacturer. Henceforth Primary/ Original Manufacturer, Authorized Dealer, Authorized distributor, Authorized Stockiest of Original / Primary Manufacturer will be referred to as a Tenderer. The primary/original manufacturer must have his/her own manufacturing facility & valid manufacturing license and if tenderer is Authorized Dealer, Authorized distributor, Authorized Stockiest of Original /Primary Manufacturer, he/she must have valid Certificate of Authorization issued by Primary/Original Manufacturer.

3 Cost of bidding

The tenderer shall bear all costs associated with the preparation and submission of their online

tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 **Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email, 10 days prior to last date & time of closing the sale tender.

Email ID – pistoremumbai@gmail.com acp4mtmumbai@gmail.com

For any technical related queries please call at 24 x 7 Help Desk Numbers

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

E-Mail Support

Technical - support-eproc(at)nic(dot)in

5. **Amendment of tender document**

5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender Documents by issuing Agenda /Corrigendum.

5.2 Any Agenda /Corrigendum as well as clarification thus issued shall be a part of the tender Documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in their tender.

5.3 To give prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at his/her discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all Tenderers by placing it on website of the extended deadline and will be binding on them.

6. **Submission of tenders:**

Tender should be submitted through website <http://mahatenders.gov.in> and Online only in two envelopes i.e. **Technical Bid in envelope No.1 & Commercial Bid in envelope No.2**. The EMD as required in the Tender documents should invariably be submitted online only.

To prepare and submit the tender/offer online all bidders are required to have e-token based Digital Certificate. Digital signature certificate should be obtained from competent authority. However the E-tender website or helpline numbers may guide for obtaining the same.

6.1 **Late tender offers:**

Tender fee, EMD or other papers submitted after bid closing date, on any count shall be rejected summarily. Delay due to Post or any other reason (for e.g. electricity/internet etc) will not be condoned.

6.2 Envelope No.1 (Technical Bid)

Technical offer must be submitted online at <http://mahatenders.gov.in> as per the instructions on the Portal. The tenderer must upload the following documents as per e-tendering process. Following Documents are mandatory & should be enclosed in sequence & in order.

A) (Technical Bid) : Technical offer must be submitted.

The tenderer must submit the following documents along with the tender

1. Copy of online Bank confirmation regarding Payment of tender form fee (If tenderer is exempted from paying Tender form fee, he/she should submit the certificate from appropriate authority regarding exemption).
2. Copy of online Bank confirmation regarding Payment of EMD (If tenderer is exempted from paying EMD, he/she should submit the certificate from appropriate authority regarding exemption)
3. Tender Form as per Annexure-1, 2 and Annex B
4. Copy of PAN Card.
5. Valid Certificate of Authorization as a Authorized Dealer, Authorized distributor, Authorized Stockiest issued by Original/Primary Manufacturer.
6. Goods and ServiceTax (GST) registration certificate.
7. GST Clearance Certificate for Last 6 Months
8. Valid certificate of registration of the firm under shop & Establishment Act/ Factory Act, whichever is applicable.
9. Affidavit on non-judicial stamp paper of Rs.100/- regarding all the terms and conditions mentioned in these tender documents are accepted by the tenderer and tenderer will have to comply with all the documents, agreement and fee/deposits etc. mentioned in terms and conditions. If the tenderer fails to do so,his/her tender will be rejected.

Tenderers are strictly instructed to submit all the documents applicable to him/her,from the documents mentioned above at clause 6.2 Sr.No. 01 to 09. Tenderers failing to do so will be considered disqualified for opening their Envelope No.2 i.e.commercial bid.

Note: All documents must be scanned and uploaded in .pdf format only.

6.3 Envelope No.2 (Price Bid)

- (a) All Commercial offers must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule as per Annexure-‘A’ only.
- (c) Tenderers are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.
- (d) Current MRP list

7 Deadline for submission of tenders.

7.1. For submission of tender, tenderer must complete the online bid submission stage as per online Schedule of the tender.

7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by Amending the tender documents in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as Extended.

7.3 Offers not submitted online will not be entertained.

8 Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized person as their representative. While opening of the tender, tenderers will have to submit all original copies of the documents submitted in Envelope No.1 and 2.

8.1 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical Bid) of the tenderer will be opened in the presence of Tender opening Authority and, in the presence of tenderers/their representatives through e-tendering procedure.

8.2 Opening of Envelope No.2

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical Bid) only if contents of envelope No.1 (Technical bid) are found to be in accordance with the tender conditions stipulated in the tender document.

9 Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of 120 days from the date of Acceptance of Tender. A bid valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderers to extend the bid validity for the period as required by the Purchaser.

10 Earnest Money Deposit:

10.1 All tenders must be accompanied with Earnest Money Deposit (EMD online). The EMD shall be submitted through online gateway as per procedure mentioned in E-tender Portal. If tenderer is exempted from paying EMD, he/she should submit the required certificate from Competent Authority.

10.2 The tenders submitted without EMD will be summarily rejected (If tenderer is not eligible to claim the exemption from paying EMD)

10.3 Tenderer shall not be entitled for any interest on EMD.

10.4 The EMD shall be forfeited :

- (a) In case the tenderer quotes prices higher than the rates quoted to other Government Department / Government Undertakings or any prevailing contracts or higher than MRP.
- (b) Tenderer fails to accept the Purchase Order.
- (c) If a Tenderer withdraws his/her tender during the period of bid validity as specified in the

Tender.

(d) In case of a successful Tender, if the tenderer fails.

(i) To sign the Contract in accordance with terms and conditions.

Or

(ii) To furnish security deposit.

11 Prices

Prices should be furnished in format given in Annexure-‘A’ only.

11.1 Tender has been called for in the standard specification as per the schedule of requirement of items and should quote the rates for the standard specifications as per schedule of required products only. The Tenderer shall indicate on the Price Schedule, the unit prices.

11.2 Rates should be quoted in Indian Rupees (INR) only for each of the required items separately on Door delivery basis according to the unit asked for strictly as per the format of price schedule (Annexure-‘A’). The Purchaser shall not be responsible for damages, Handling, clearing, Transport charges etc. will not be paid. The deliveries should be made as stipulated in the Purchase Order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

11.3 The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central Government or State Government and the Maximum Retail Price (MRP). The Purchaser at their discretion will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer.

11.4 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.

11.5 In case of any enhancement in Excise Duty/GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional Excise duty /GST so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty/GST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/GST on the goods supplied to the Purchaser and can also claim the same in the invoice.

11.6 To ensure sustained supply without any interruption the Purchaser reserves the right to split Orders for supplying the requirements amongst more than one tenderer provided that, the rates and other conditions of supply are same.

12 Technical Specification:

12.1 Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from tender requirements.

12.2 The tenderer shall submit laboratory test report if demanded of offered product.

13 Evaluation of tenders:

13.1 After opening of Envelope No.1 (Technical Bid), on the schedule date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined.

13.2 The Purchaser shall scrutinize the documents mentioned above for its eligibility, Validity, Applicability, compliance and substantiation including post qualification criteria as per tender documents.

13.3 The Purchaser shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

13.4 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. The tenderers can check their tender evaluation status on the website.

13.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelope No.2 in the website and Envelope No.2 (Commercial Bid) of such tenderers shall be opened later, on a given date and time.

13.6 Each item will be evaluated separately.

14 Post Qualification:

14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.

14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelope No.1) . A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that Tenderers capabilities to perform satisfactorily.

15 Security Deposit & Contract Agreement:

15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 7 days from the date of communication of Acceptance of Tender for an amount of 3% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on

non-judicial stamp paper of required amount according to the contract value . The cost of Stamp paper should be borne by the tenderer, In the event of any replacement of defective goods during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of one year and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the warranty.

In case the tenderer quotes prices higher than MRP or/ and fails to supply the goods consistently the tenderers will be declared as a Fraudulent and defaulters.

- a) The extra expenditure incurred because of extra cost and because of risk purchase shall be recovered from the tenderer.
- b) The tenderers Security Deposit will be forfeited.
- c) The tenderer will be debarred from participating in the tender for next three years.

15.2 The Security Deposit should be in the form of Bank Guarantee from any scheduled/Nationalized Bank / Demand Draft drawn on any schedule /Nationalized bank in favour of the “ D.D.O. and Administrative Officer, Motor Transport Section, Mumbai”.payable at Mumbai.

15.3 The Security Deposit shall be discharged (forfeited) as a compensation for any loss Resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16 **Award of Contract:**

16.1 The Purchaser will award the Contracts to the successful tenderer, whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.

16.2 The purchaser will place supply orders during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

16.3 Contract will not be awarded to the successful tenderer, if Security Deposit is not deposited by him to the purchaser within stipulated time.

17. **Period of Contract:**

The period of contract shall be **2 year** from the date of execution of the contract. (date of Sanction of tender)

18. **Delivery Period & Place of Delivery:**

18.1 The goods should be delivered to the consignee within 7 days from the date of receipt of supply order with proper maintenance of safety of goods.

18.2 Delivery should be made free of cost at consignee end (at:- Motor Transport Section, Shepherd Road, Nagpada,Mumbai-400008.) and no transportation or any other charges will be paid for delivery.

19 **Liquidated damages:**

Penalty charges will be recovered as liquidated damages a sum equivalent to ½ % of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit in the case of an order not exceeding Rs. Two lakh in value of 10% and in the case of an order exceeding Rs. Two lakh in value of 5% of the stipulated price of the stores so undelivered.

20. **Default Clause / Cancellation on failure to supply :**

If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either.(a) to extend the delivery period or (b) to cancel the contract in whole or in part for the Unsupplied quantities without any show cause notice. If the purchaser decides to cancel the Contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants/ agents.

21. **Inspections and tests:**

21.1 **Sample –**

For quoted item,the successful bidder must submit samples in sealed and protected manner wherever necessary to the Purchaser on demand. Testing of demanded sample will be done by purchaser from any Authorized Lab. Cost of testing will be borne by tenderer.

21.2 **The item shall be laboratory tested by tenderer whenever demanded by the Department. Cost of testing will be borne by tenderer.**

The Purchaser shall be the final authority to reject full or any part of the supply, which is not confirming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by tenderers within two weeks of the date of rejection at their own cost and replaced immediately .In case rejected items are not removed it will be destroyed at the risk, responsibility & cost of tenderer.

Recovery on account of supply of substandard items will be whole amount of payment made i.e. Full quantity irrespective of quantity used not used.

21.3 **After supply at consignee end, concerned can send the item to Government approved laboratory for testing. In the event of the item supplied failing quantity tests the Purchaser is at liberty to**

make alternative purchase of the items and items for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost from the tenderer.

21.4 If the items declared as misbranded, adulterated and spurious as per Competent authority the concerned tenderer shall be blacklisted for period of next three years.

22 **Warranty:**

22.1 Warranty shall be according to Warranty Policy laid down by Primary/Original manufacturer of the stores.

22.2 The Purchaser shall have the right to make claim under the above warranty after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, within the period of 15 days replace the defective Goods without cost to Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

22.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the tenderer's retained samples by an independent neutral Competent Authority agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods.

22.4 If, after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

22.5 In the event any of the Goods are recalled, the Supplier shall notify the purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

23 **Risk Purchase:**

The contractor fails to deliver the stores or any installment thereof within the period fixed for

such delivery or at any time repudiates the contract before the expiry of such period. The is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six month from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six month from the date of cancellation of the contract.

24 Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which tenderer will supply stores should not exceed the lowest price charged by tenderer to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices tenderer shall promptly furnish such information to this Office to enable to amend the contract rates for subsequent supplies.

25 Confidentiality:

25.1 Information relating to the examination, clarification, evaluation and comparison of tenders, and recommendation for the award of a Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the notification of Contract award is made.

25.2 Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

26 Payment:

26.1 100% payment shall be made within 90 days or earlier, from the date of delivery of stores at consignee end and successful acceptance of the same by the consignee and after the receipt of the bills from supplier.

26.2 The purchaser shall have every rights to deduct the pending dues on account of loss, compensation or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

27 Corrupt or Fraudulent Practices:

27.1 The Purchaser as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of such contracts.

27.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

- 27.3 “Fraudulent Practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser 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 Purchaser of the benefits of free and open competition.
- 27.4 “Collusive practice” means a scheme or arrangement between two or more tenders, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and
“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their purchase participation in the procurement process or effect the execution of the contract.
- 27.5 “ The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;
- 27.6 The Purchaser will declared a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing , a contract.

28 **Resolution of Dispute**

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

29 **ARBITRATION**

In the event of failure to settle the dispute amicably between the parties (i.e. purchaser and supplier) the same shall be referred to the sole Arbitrator, nominated by the Government of Maharashtra for this purpose. The award passed by the sole Arbitrator shall be final and binding upon the parties (i.e. purchaser and supplier)

- 30 **GOVERNING LANGUAGE:** English language version of the contract shall govern its interpretation.

31 **APPLICABLE LAWS**

The contract shall be governed in accordance with the law prevailing in India, Act, rules, Amendments and orders made thereon from time to time.

31 **INDENIFICATION**

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and

against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

32 **JURIDICTION**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

33 **SAVING CLAUSE**

No suits, prosecution or any legal proceedings shall lie against the Addl. Commissioner of Police, Motor Transport, Mumbai or any person in this office for anything that is done in good faith oriented to be done in pursuance of tender.

(ATUL PATIL)
Addl. Commissioner of Police,
Motor Transport
Mumbai

ANNEXURE – I

TENDER FORM

To,
The Addl. Commissioner of Police,
Motor Transport,
Shepherd Road, Nagpada,
Mumbai-400 008.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, I/we, the undersigned offer to supply and deliver the goods under the above named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelope No.2 which is made part of this tender.

I/we undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, I/we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

I/we agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed : _____

Date: _____

In the Capacity of : _____

Duly Authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

ANNEXURE-2

DETAILS OF TENDERER

1	Name of the tenderer	
2	Full address	
3	Phone Nos.	
4	Fax No.	
5	Email ID	
6	Date of inception	
7	Licence No. & date	
8	Issued by	
9	Valid up to	
10	RTGS (Real Time Gross Settlement) System or Core Banking A/c No.	

Name & designation of authorized signatory :

Specimen signature of the authorized signatory :

Annexure- ' B'

Sr.No.	Detail of Information	To be filled by tenderer.
1	Rate F.D./F.O.R. destination (In case of emergency Tenderer should supply the Batteries within 24 hrs. In case of non-supply, tenderer is liable for action stipulated in the Para No.19 & 20 of Tender Terms & Conditions).	Police Motor Transport Section, Shepherd Road, Nagpada, Mumbai-400 008.
2	Mode of Dispatch.	
3	Delivery Period of Spare Parts (In case of Emergency immediately same day as per Sr. No.1)	
4	In case of non-supply of Material by L-1. The Second Lowest tenderer shall be preferred for emergency order and difference will be recovered from Lowest Bidder (L-1)	Accepted/ Not accepted.
5	Details of Taxation (GST)	
6	Terms of Payment as per Payment Procedure	Accepted/Not accepted.
7	Shown Agreement for Acceptance of Fall clause.	
8	Details of Inspection of material/spares & place of Inspection.	
9	Warranty/Guarantee details of spares. (Warranty/Guarantee period will be considered for Comparison)	
10	Details of previous supply of material/spares to us.	
11	Details of registration with C.S.P.O., Directorate of Industries Govt. of Maharashtra/Regd. with D.G.S.& D., New Delhi as S.S.I. Unit/ Indu. Co.opp. unit/Developing. area unit/ State sector-undertaking.	

12	For Successful Tenderer submission of Bank Guarantee and Agreement is Mandatory	Accepted / Not accepted
13	Affidavit on non-judicial stamp paper of Rs.100/- regarding all the terms and conditions mentioned in this tender document are accepted by the tenderer and tenderer will have to comply with all the documents , agreement and fees/deposits etc. mentioned in terms and conditions.	Accepted / Not accepted

BID QUALIFICATION CRITERIA

Eligibility :-

1. Only Manufacturer, Manufacturer's Stockiest, Authorized Distributor/Dealer are eligible. (Wherever required)
2. Valid Authorization Certificate of Company is required.
3. All documents should be valid before submission of E-tender.
4. Rate will be as per M.R.P. Price (Inclusive of CGST/SGST) List fixed by Manufacturer Company.

Signature with Seal

Format of Affidavit on non-judicial stamp paper of Rs.100/-

All the terms and conditions mentioned in these tender documents are accepted by us and we will have to comply with all the documents, agreement and fee/deposits etc. mentioned in terms and conditions. If we fails to do so, our tender will be rejected.

Format of AGREEMENT

An agreement made this Day of....., Two Thousand (20)
between.....

(hereinafter called "The Contractor") of the one part purchasing officer and the Government of Maharashtra (hereinafter called "the Government ") of the other part. Whereas contractor has tendered to the Government for supply offor the Addl. Commissioner of Police, Motor Transport Section, Mumbai-400008 (hereinafter called the Addl. Commissioner of Police) as per delivery instructions given in the acceptance of the Tender at the respective prices or rates mentioned opposite to the said Supply work in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the P.O.sum of Rs./- (.....Only) by the way of Bank Guarantee Bond drawn by theBank vide there Bank Guarantee No.....in favour of Governor of Maharashtra as a security deposit for the due fulfillment of this agreement. Now it is hereby agreed between the parties here to as follows.

- (1) The contractor has accepted the contract on the terms & conditions set out in the tender notice as well in the acceptance of Tender No...../2019-20, dated which will hold good during period of this agreement.
- (2) Validity of this contract is from to
- (3) Upon breach by the contractor of any of the conditions the agreement P.O.may be notice in writing rescind, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the P.O. which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
- (4) Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of (six months) from the date of such determination by returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

- (5) This agreement shall remain in force until the expiry of the date of delivery of materials but notwithstanding herein or in the tender and acceptance from contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor
- (6) In witness whereof the said M/s....., hath set his hand hereto and the Addl. Commissioner of Police, Motor Transport Section, Mumbai-8 has on behalf of the Governor of Maharashtra affixed his hand and seal here to on day and year first above written.
- (7) Notice in connection with the contract may be given by the P.O. of industries or any Gazetted Officer of the stores Purchase Organization, authorized by the Purchasing Officer.
- (8) It subject to circumstances beyond control (Force majeure) the contractor fails to deliver the services in accordance with the conditions mentioned in the A.T. the Purchasing Officer shall, at his option be entitled either:
- (a) to recover from the contractor as agreed liquidated damages of by way of penalty a sum not exceeding 1/2 percent of the price of which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such services may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the contractor on the account and it the risk of the contractor the services not delivered or others of a similar descriptions (where other exactly complying with the particulars are not, in the opinion of the Purchasing Officer which shall be final, readily procurable) without cancelling the contract in respect of consignment not yet due for delivery, of
 - (c) to cancel the contract,
- (8) In the event of action being taken under (a),(b) or (c) the contractor shall be liable or any loss which the Purchasing Officer, may sustain on that account.

The recovery an account of agreed liquidated damages or by penalty under, (a) above will be made by deducting the amount in the bills and the recovery of any loss which the Purchasing Officer may sustain under (b) & (c) should be made good by credit note within the stipulated period for the purpose.

Signed, sealed and delivered by the within-signed in the presence of

1. _____

2. _____

Contractor

Signed sealed and delivered by the within signed in the presence of

Witness:

1. _____

2. _____

Addl. Commissioner of Police,
Motor Transport Section,
Mumbai- 400 008

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Format of Bank Guarantee

ADDITIONAL COMMISSIONER OF POLICE,
MOTOR TRANSPORT SECTION,
SHEPHERD ROAD, MUMBAI – 400 008

Dear Sirs,

Whereas you intent to enter into a contract, as per your letter of Intent, Reference no.dated..... (Hereinafter referred to as “the contract”) with M/s.as vendor for the supply of.....defined in contract schedule (hereinafter referred to as “the

goods/services”) and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs.being equal to 3% of the total contract value of the goods to be delivered as specified contract no dated.....referred to as “contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

१ We..... (Name of the bank), hereby expressly, irrevocably, and unreservedly and undertake and guarantee as principal obligators on behalf of the seller that in the event that the beneficiary submits demand to us stating that the seller has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (3% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose (s) under this guarantee.

२ We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.

३ In no case shall the amount of the guarantee be increased.

४ Unless a demand under this guarantee is received by us in writing on or before the expiry date (Unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

५ This guarantee shall be a continuing guarantee (Which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the seller.

६ Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.

७ Our liability under this guarantee will cease to be valid if the guarantee deed is not returned to us.

८ This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.

९ This guarantee shall be governed by Indian Law. This guarantee is valid until the dt..... ..

Signature and Seal of Guarantors

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Date.....

Address.....

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