

**ADDL COMMISSIONER OF POLICE,
MOTOR TRANSPORT SECTION, MUMBAI
E – TENDER NOTICE**

Ref. No. E-TENDER MUMBAI POLICE/MT/ETE(REP)/2019-20/2 Date: 20/12/2019

On behalf of the Government of Maharashtra, the Addl Commissioner of Police, M.T., Mumbai invites on line 'E'-Tenders for following Repair Work.

Description of work:--

Sr. No	Specification	Estimated Tender Value (Base Rate)	Cost of Tender Forms in Rs	EMD (Rs.)
1	1.Repairs of Fuel Injection pump, Injector & Feed pump of different types of Police Diesel vehicles 2.Repairer should be authorized for the respective make of Fuel pump, injector & feed pump for spare parts & service.	900000	2400	12000

1. Complete Bidding process will be online (e-tendering) in two envelope system. All the notifications & details terms and conditions regarding, this tender notice is Published on web site <https://mahatenders.gov.in> and <https://mumbai.police.maharashtra.gov.in>

2. Bidding documents can be seen, downloaded & submitted from the websites mentioned above From date 20/12/2019 hrs.11.00 to date 28 /12/2019 hrs.17.00

3. Tender form Fees & Earnest Money Deposit (EMD) should be paid online. Required documents should be submitted online in technical envelope in .RAR format. Bid shall be treated as invalid if the above scanned copies are not submitted online along with the Bid on or before date 28/12/2019 hrs.17.00. Other documents if any should submit either by hand delivery or Registered Post on working day before opening of the Technical Bid.

4. If possible, Technical bids will be opened online on Date 31/12 /2019 Hrs 11:00 at The office of Addl. Commissioner of Police, M.T. Mumbai on any one of the above mentioned websites.

5. Tenderer should submit original Documents i.e. hard copies (those were uploaded during bid preparation) for verification at the time of technical bid opening.

6. Tenderer should submit information & scanned copies in **pdf** format in Technical tender as mentioned in technical offer.

7. Tenderer should upload Final rate (including G.S.T.) in BOQ Form Online.

8. The notifications regarding Government Taxations i.e. GST etc. will be applied as per Central/State Govt. notifications published time to time.

9. Time and date of opening of financial bids will be informed to the qualified bidder.

10. Tenderers should have valid class II /III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.

11. The Joint Commissioner of Police, Administration, Mumbai reserves the right to accept or reject any or all the tenders without assigning any reason.

12. Guidelines to download the tender documents and online submission of bids can be Downloaded from website <https://mahatenders.gov.in> and <https://mumbai.police.maharashtra.gov.in> Also 24 x 7 Toll Free Help Desk No: 0120-4200462 and 0120-4001002 and
E-Mail : [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc@nic.in)

Sd/-
(ATUL PATIL)
Addl. Commissioner of Police,
Motor Transport section,
Mumbai

अपर पोलीस आयुक्त,
मोटर परिवहन विभाग, मुंबई
जाहिर 'ई' निविदा सुचना

संदर्भ क्र. E-TENDER MUMBAI POLICE/MT/ETE(REP)/2019-20/2

दि. २०/१२/२०१९

महाराष्ट्र शासनाच्या वतीने अपर पोलीस आयुक्त, मोटर परिवहन विभाग, मुंबई हे पोलीस वाहनांची खालील नमुद दुरुस्ती कामे करण्याकरीता दोन लिफाफा पध्दतीने इच्छुक निविदाकारांकडून खालील बाबी बाबतच्या जाहिर 'ई' निविदा मागवित आहेत

अ क्र	निविदांबाबतचा तपशील	दुरुस्ती कामांची अंदाजित किंमत	कोऱ्या निविदा अर्जाची किंमत रुपये	निविदा इसारा अनामत रक्कम रुपये
१	१. विविध प्रकारच्या पोलीस डिझेल वाहनांतील फ्युएल इंजेक्शन पंप, इंजेक्टर, व फिड पंप दुरुस्ती (सुट्या भागांसह). २. दुरुस्तीकारांस , फ्युएल इंजेक्शन पंप, इंजेक्टर, व फिड पंप दुरुस्ती सुटे भाग व सेवा याकरीता संबंधित कंपनीने प्राधिकृत केले असले पाहिजे.	९०००००	२४००	१२०००

१) संपुर्ण निविदा प्रक्रिया ई निविदे द्वारे ऑनलाईन पध्दतीने संगणक आज्ञावलीत दोन लिफाफे पध्दती नुसार होईल. या निविदा सुचनेचा संपुर्ण तपशील तसेच निविदेच्या अटी व शर्ती इ [https:// mahatenders.gov.in](https://mahatenders.gov.in) and [https:// mumbai.police.maharashtra.gov.in](https://mumbai.police.maharashtra.gov.in) या संकेत स्थळांवर प्रसिध्द करण्यात आलेला आहे.

२) इच्छुक निविदाकारांना निविदा प्रपत्र व विनिर्देश दिनांक २०/१२/२०१९ रोजी ११:०० वा. ते २८/१२/२०१९ रोजी १७:०० वा. पर्यंत उपरोक्त नमुद संकेत स्थळावर पाहता येतील, तसेच ते डाऊनलोड करून सादर करता येतील.

३) ई निविदे सोबत इसारा रक्कम, निविदा प्रपत्राची किंमत राष्ट्रीयकृत/शेडयुल्ड बँकेच्या धनाकर्षाद्वारे भरणे आवश्यक राहिल. तांत्रिक निविदेकरीता आवश्यक दस्तावेज .RAR प्रकारात भरणे आवश्यक आहे. भरणे केल्याबाबतच्या पावत्या व इतर दस्तावेज स्कॅन करून दि.२८.१२.२०१९ रोजी १७.०० वा.पर्यंत अपलोड करणे आवश्यक राहिल अन्यथा निविदा अग्राह्य मानण्यात येतील. इतर दस्तावेज असल्यास ते निविदाकार स्वतः अथवा रजिस्टर्ड टपालाद्वारे तांत्रिक निविदा उघडण्याच्या दिनांका अगोदर अथवा त्या दिनांकारोजी जमा करतील.

४) शक्य झाल्यास, विहित कालावधीत प्राप्त झालेल्या तांत्रिक निविदा दि. ३१/१२/२०१९ रोजी सकाळी ११:०० वा. ऑनलाईन पध्दतीने अपर पोलीस आयुक्त, मो.प. मुंबई यांचे कार्यालयात उपरोक्त नमुद संकेत स्थळापैकी कोणत्याही एका संकेतस्थळावर उघडण्यात येतील.

५) निविदाकारांनी अपलोड केलेले सर्व दस्तऐवज/कागदपत्रे मूळस्वरूपात तपासणी करीता तांत्रिक निविदा उघडण्याच्या दिनांका दिवशी सादर करणे आवश्यक राहिल.

६) निविदाकार पी.डी.एफ.फॉर्मटमध्ये तांत्रिक निविदेचा तपशील स्कॅन करून सादर करतील.

७) निविदाकाराने निविदा प्रपत्रानुसार एकुण दर (G.S.T. सह) B.O.Q. नमुन्यानुसार ऑनलाईन पध्दतीने भरणे आवश्यक राहिल.

८) GST व इतर सर्व प्रकारच्या करांबाबत केंद्र/राज्य सरकारद्वारे वेळोवेळी निर्गमित करण्यात येणारी सुचनापत्र (Notifications) लागू रहातील.

९) पात्र निविदाकारांना व्यापारी दरांच्या निविदा उघडण्याबाबतचा दिनांक व वेळ कळविण्यात येईल.

१०) निविदाकारांनी मान्यताप्राप्त II/III दर्जाचे डिजिटल स्वाक्षरी प्रमाणपत्र (Digital Signature Certificate) प्राप्त करणे आवश्यक राहिल.

११) सह पोलीस आयुक्त, प्रशासन, मुंबई हे कोणत्याही किंवा सर्व निविदा कोणतेही कारण न देता नाकारण्याचा अधिकार स्वतःकडे राखून ठेवित आहेत.

१२) निविदांबाबत व त्या ऑनलाईन पध्दतीने भरण्याबाबतच्या मार्गदर्शक सुचना <https://mahatenders.gov.in> व <https://mumbaipolice.maharashtra.gov.in> या संकेतस्थळावरून डाऊनलोड करून घेता येतील अधिक माहितीकरीता Tel : 0120-4200462 व 0120-4001002 या (24X7) टोल फ्री क्रमांकावर तसेच

E-Mail : [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc@nic.in) वर संपर्क साधावा

सही/-
(अतुल पाटील)
अपर पोलीस आयुक्त,
मोटर परिवहन विभाग,
मुंबई

OFFICE OF THE ADDL COMMISSIONER OF POLICE,
MOTOR TRANSPORT SECTION,
SHEPHERD ROAD, NAGPADA, MUMBAI.

E Tender Notice and Tender Conditions.

1. Online Tenders in duplicate will be received on prescribed form by the Purchasing officer up to dates mentioned for the supply of Stores as per schedule attached.
2. Prescribed Tender form will be available online on websites <https://mahatenders.gov.in> and <https://mumbaipolice.maharashtra.gov.in> from 20 /12 /2019 hrs.11.00 to 28 /12/2019 hrs. 17.00
- 2A. Tenderer should quote rates for F.O.R. Destination, Motor Transport Section, Byculla, Mumbai-400008 and submit the original quotation on line in printed Tender form and Duplicate copy of an ordinary typed Form along with a covering letter attached therewith. They should state the earliest delivery period necessary for completion of the Order.
3. The origin of stores offered whether Indian or Foreign and In the case of the Former, state in which it is manufactured should be clearly stated against each article.
4. The tender in duplicate should be submitted on line and superscribed with tender No. and Date of opening of the tender.

“Technical Tender Envelope ‘A’ – following copies of documents to be attached with Technical Tender.

- a) Earnest Money Deposit
- b) If exempted from E.M.D. attached exemption certificate.
- c) Income Tax Clearance certificate (Copy of PAN Card)
- d) Details of Inspection of material/spares & place of Inspection.
- e) GST Registration certificate
- f) G.S.T Clearance Certificate of last 6 months.
- g) Guarantee details of material/spares.
- h) Details of previous supply of material/spares to us.
- i) 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.
- j) Authorization certificate of manufacturer if applicable.
- k) Shop & Establishment Certificate.
- l) Udyog Adhar registration certificate if applicable.

“Commercial Tender”- ‘B’. Tenderer should submit the rates separately. (Taxes applicable as per GST should clearly mentioned in attached schedule of Commercial Tender ‘B’)

(The right to ignore any tender which fails to comply with the above Instructions is reserved. All outstation tenders should be sent by Registered Post.

5. Opening of tender. :- You are at liberty to be present or authorized your representative to be present at the opening of tender at the time, date and place specified in the Schedule.
6. (a) In the case of stores, subject to price fluctuation clause, the details, viz.(1) manufacturers price Ex-works or ex-point of despatch whether on (1) Rail or Sea. (2) Freight (3) Dues & (4) other charges including firm’s margin should be clearly and separately stated.
(b) Basis of revision in price, if claimed, should be accompanied by details of variation. In no other case any revision of price admissible.
7. The purchasing officer does not pledge himself to accept, the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender or portion of the quantity offered against any item and you shall supply the same at the rate quoted. You are at liberty to quote for the whole or any portion of the quantity of any item or state that, the rate quoted shall apply if the entire quantity of any such item is taken from you.

8. Where offers by the Tenderer are for stores Imported with the assistance of the State Trading Corporation, the Tenderer should specifically stipulate that the offers made are in accordance with the Price Fixation Formula of the State Trading Corporation.
8A. In the event of the order being placed against any of the tenderers and if the tenderer fails to supply any stores according to the terms & conditions of acceptance of tender or fails to replace any stores rejected by the Purchasing Officer or by any person on his behalf within such time as may be stipulated, the purchasing officer shall be entitled to purchase such store from any other source and at such price as the purchasing officer shall in his sole discretion think fit.
If action as stipulated above is taken--
 - (1) The offer of the defaulting contractor will not be considered.
 - (2) The defaulting contractor will be penalized to the extent of the difference in the rates or 10 percent of the value of the earlier order, whichever is higher.
 - (3) If the defaulting contractor fails to pay the penalty he will permanently de-listed from the list of approved contractors of the purchasing officer and the registration deposit of the contractors will be forfeited to Government.
9. In the case of non-delivery and /or delayed delivery against any order placed with you, the Purchasing Officer reserves to himself the right to impose such penalty in his sole discretion as he thinks fit.
10. (a) Tenders should be accompanied by Earnest Money as indicated in Schedule attached
The Earnest Money will be forfeited if you fail to complete the contract according to your tender, if accepted. Tender without Earnest Money may not be considered.
- (b) Successful Tenderer will be required to pay a sum fixed by the Purchasing Officer as Security Deposit and enter in to Agreement for the performance of the contract.
- (c) The Purchasing Officers :- May exempt firms of standing, from payment of Earnest Money and /or security deposit in respect of tenders or contracts placed by the office, if the firms produce from the Director General of Supplies and Disposals, certificate to the effect that they are exempted from payment of Security Deposit or Earnest Money in the case of contracts, placed with them or tenders invited by Directorate General of supplies and Disposals Government of India. The Purchasing Officer, however, reserves to himself the right to ask for security deposit from them against any contracts placed with them by the office if and when found necessary by him.
11. Certified copy of Income-Tax Clearance certificate (Attached Copy PAN Card) in the prescribed form should be enclosed with the tender. Quotations received without the above certificate are liable to be rejected.
12. Samples- Tender Samples are not required unless specifically called for.
Quotations without Samples where Samples are specifically called for are liable not to be considered.
Samples should be affixed with a label showing:-
 - (a) Name & Address of the firm.
 - (b) Tender Number
 - (c) Opening Date of Tender
13. Tenderers convicted of an offence under the Bombay Prohibition Act, 1949, or the Bombay Opium Act, 1936, will be considered ineligible for being given contracts.
14. Release of controlled Materials :- Tenderers who do not stipulate conditions regarding release of controlled materials may be given preference.
15. Extension of time: -
 - (i) As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to the Purchasing Officer.
 - (ii) Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause, which the Purchasing Officer may admit as a reasonable ground for an extension of the time (and his decision shall be final). He may allow such additional time as he considers to be justified by the circumstances of the case.
 - (iii) Provided always that any failure or delay on the part of Sub-Contractors through their

employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or for exempting you from liability for any such loss or damage, as aforesaid and provided further that no extension shall be allowed unless application for it shall, in the opinion of the Purchasing Officer (Which shall be final) have been made and in his opinion is justified.

- (iv) The Purchasing Officer reserves the right to call for break-up of the quotation where necessary.

16. General Instructions: -

- (1) Priced Tender Form should be returned duly filled in, failing which quotation will not be considered.
- (2) Tenderers should submit their quotations in duplicate
- (3) G.S.T and other Taxes / Levies should be clearly stated, failing which it will Be taken as inclusive of all Taxes.
- (3A) Any statutory increase, or decrease as an act of States or the Central Government relating to Sales and other Taxes shall be to the account of the Purchaser by a contractor.
- (4) Fall Clause: - It is a condition of the contract that all through the currency thereof, the price at which you will supply the stores should not exceed the lowest price charged by you 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 you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.
- (5) Risk Purchase :- The contractor fails to deliver the stores of any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government 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 months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
- (6) Force Majeure Clause:- “If, at any time,during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war,hostility,acts of the public enemy,civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as “events”), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof , neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or exist, and the decision of the purchasing officer as to wheather the deliveries have been so resumed or not, shall be final and conclusive,provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days,either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion there of as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.
- (7) Tenderer not on register of this office and/or Director General of Supplies & Disposal, Govt.of India should deposit in the Treasury as Earnest Money an amount equivalent to 3% of the value tendered and requisite chalan submitted along with the

- tender failing which the quotation will be rejected forthwith.
- (8) The Textile mills in Maharashtra States are exempted from payment of Earnest Money and Security Deposit and also from purchase of Priced Tender Form when the Mills quote directly against tender enquiry issued by the Purchase Officer.
 - (9) Exact earliest and clear delivery period should be quoted.
 - (10) It will be the responsibility of the Tenderer to inform this office within the validity period of the quotation in the event of the stores offered ex-stocks being sold elsewhere failure to comply with this instruction shall be construed to mean that the stores available ex-stock during the validity period.
 - (11) Tenderer should indicate the rates in Metric System of Weight and Measures only.
 - (12) Tenderer may quote rates for equivalent makes, store also and should indicate specifically the make of spare parts, i.e. Genuine, Imported equivalent make or Indigenous. They are required to give Guarantee for the premature ware; exact fitness and satisfactory performance of the parts, offered other than the Genuine (original manufacture of the Machinery).
 - (13) Ex-stock offer or those on Tenderer's own Import License will only be preferred.
 - (14) Tenderer should state the place of inspection of the stores offered, if the goods are offered for inspection outside Maharashtra State the tenderer will have to bear all expenditure on inspection carried out by this office.

N.B.:- Special consideration would be given in the case of Tenderers quoting the requirement of Maharashtra Government with Indian standards specifications and those with quality markings.

Goods should be despatched at Carrier's risk falling which they should be properly covered by transit Insurance with Director of Insurance, Govt. of Maharashtra, Finance Deptt., Bandra(East), Mumbai. However, the supplier will be responsible until the entire store contracted for arrival in good condition at destination, Motor Transport Section, Shepherd Road, Mumbai-400 008

VERY IMPORTANT INSTRUCTIONS TO TENDERER

- (1) Please note that Tender Form should be filled in serial order of item Nos.1.2.3.etc and the rates accordingly typed in given column of the Printed Tender Form in original and also on the counterfoil the rate of each item and other details should be given as required under each column. If the specifications are different than those prescribed in the tender, they should be shown on a separate page but the rates for these items should be indicated on the printed form. Same procedure should be followed for alternative quotations for the same item.
- (2) Sample should be supplied on demand only.
- (3) Samples destroyed in test will not be returned and no payment made thereof.
- (4) Offers of small scale Industries quoting their registration number with the Directorate of Industries, Maharashtra and National Small scale Industries Corporation (Govt. Of India) shall be only for items of approved programme of manufacturer of the contesting Small Scale Industries Unit. Likewise, the offers of State Industrial Co-Operative Association, Maharashtra state shall be on behalf of the member Industrial Co-operative societies only and those of M.S.S.I., D.C., shall be on behalf of S.S.I, Units registered with the Directorate of Industries of Maharashtra state and restricted to product of their own manufacturer.

Note .

- (1) Tender Sample: - Analysis Reports on Tenders samples will not be furnished to the Tenderers.
- (2) Quotations offered by Tenderers: - Tenderer should, if not in a position to quote for entire quantity and for delivery as required, state specifically the quantity which they can deliver at the prices quoted and accordingly to the required delivery. Silence on the point will entail responsibility for supply at quoted prices in full quantities as per required delivery.

- (3) Packing: - Packing proposed to be employed should be clearly stated giving details of the charges for all alternatives packs.
- (4) Failure to observe any of the conditions mentioned above will result in the quotations being summarily rejected.

GENERAL NOTES

1. Rate should be quoted F.D./F.O.R. destination. Transit Insurance to be done by the Contractor only with Maharashtra Govt. Insurance Fund at supplier's cost.
2. Rates quoted should include all duties such as Customs & Excise, G.S.T. should be shown separately as "G.S.T. Extra" wherever applicable. Tenderers should quote their G.S.T. registration Number.
3. It may be noted by the tenderers that not more than two alternative offers can be made against each item. If there are more than two offers, only the lowest two offers will be taken into consideration while scrutinising the quotation.
4. Delivery Period quoted should be firm and supply to be made accordingly.
5. The Tenderer should state whether he has previously supplied the stores offered, to any consignee under the Government of Maharashtra giving reference Number and date of the A/Tender.
6. Dimensions and Units of quantities in quotation should be stated in Metric Units only, wherever are essential.
7. When the material is to be supplied from outside Maharashtra State the supplier note that, the stores will be inspected before dispatch and the cost of the Inspection will be borne by the supplier as per D.G.S.& D. Rules. Quotations where material is being supplied from outside Maharashtra State and if the tenderer stipulate. Inspection will be done either by the consignee at destination or by the office at Govt. cost, such quotations will not be considered.

8. In case of every offer whether Indigenous or Foreign, the name of the manufacturer together with its "Brand" and place of manufacture should be indicated in the quotation and leaflet Catalogue and Literature, if any, should also be enclosed. Tenderer quoting the products of Small-Scale Industries should in their quotations indicate the names & addresses of the Small-Scale units and their registration Numbers as Small-Scale units with the Directorate of Industries.
9. Tenderer should quote the number and date if they are registered with C.S.P.O. (I) as approved contractors or (II) as a Small Scale Unit or (III) with D.G.S.& D., New Delhi. & DGQA and forward an attested copy of the same.
10. Firms not registered with C.S.P.O. and D.G.S.& D. or S.S.I. Unit with the Directorate of Industries, M.S. or N.S.I.C., should Pay Earnest Money Deposit 3 per cent of the value of stores tendered towards Earnest Money Deposit.
11. The Price quoted should be inclusive of all duties such as excise duty, custom duty, surcharges, if any, which a tenderer is required to pay to the manufacturers should also be included in the price. The tenderers may give a break-up of the above.
12. If called for the Tenderer/Contractor shall have to produce a test certificate for the item he has quoted from any of the following authorities:-
 1. Inspectorate of General Stores, Mumbai.
 2. University Department of Chemical Technology, Mumbai.
 3. Government Test House, Alipore, Calcutta.
 4. National Chemical Laboratory, Pune.
 5. National Physical Laboratory, New Delhi.In case such a certificate is not furnished, the samples will be tested by the Purchasing Officer at the contractors cost in any one of the Laboratories mentioned above.
13. **Very Important instructions to be followed by the Tenderers:-**
 - (i) The Tender should be submitted in duplicate on lone to the Purchasing officer.
 - (ii) Full Address and name of the tenderer should be indicated on the cover . And it

- should be superscribed with a Tender Form No. and material code.
- (iii) The cover should also bear the Tender Number, the last date and time of submission of Tender and the date and time of opening of the Tender.
 - (iv) The Tender is likely to be ignored in case above details are not furnished on the Tender.
 - (v) Technical Tender- 'A' & Commercial Tender- 'B' should separately submit.
15. Tenderer should specifically mention whether they are licensed under I.D.R. Act, 1951 for the production of the item in question and, if not, how precisely and from they proposed to procure the material and what arrangements are proposed for assembly and supply.
16. If the item is /Items are covered under D.G.S. & D. Rate contract, the tenderers should quote D.G.S. & D. Rate Contract No. and furnish other relevant particulars along with the copy of rate contract.
17. Preference will be given to the offers from manufacture. Whenever an offer for an item is other than from a manufacture, such quotation must be accompanied by letter of commitment from the manufacturers that they would be supplying goods to the concerned trader/supplier in case the trader/ supplier secures the order.
18. Dates quoted in the Tender Forms are subject to changes in case there be any holiday abruptly declared by the Government.
19. (i) 15 per cent price preference to S.S.I. Units-A price preference to the extent of 15 per cent will be given in respect of eligible SSI Units participating in the Tender Enquiry. The SSI Certificate for the item in question should be sent along with the Tender.
- (ii) 25 per cent price preference to Industrial/Co-Operatives- 25 per cent price preference will be given to the Industrial Co-operatives over the large-scale units/medium scale/traders participating in the open Tender Enquiry. The Industrial Co-operatives participating in the Tender Enquiry should submit Registration Certificate of the item in question along with the Tender.
- (iii) Reservation of 33 per cent order for S.S.I. Unit from Developing areas- Units from Developing areas i.e. those located in the state but other than in Mumbai, Thane, Pune, Pimpri and Chinchawad are eligible for purchase preference to the extent of 33 per cent of the stores of acceptable quality. In the case of Large and Medium Industries the above purchase preference will be available only to the units holding eligibility certificate from SICOM under the Package Scheme.
- (iv) The products of state sector undertakings under the control of Government of Maharashtra are entitled to 15 per cent price preference over the lowest acceptable rates of trading firms or medium and large scale units.
20. **Terms of Payment:** - The Payment of goods purchased/received will be processed immediately after the goods are inspected by our kit committee and found acceptable. In case the material is rejected the supplier/Tenderer has to collect the material from our M.T. Section at his cost and replace by a fresh supply. The bills of an item rejected and not replaced by a fresh supply will not be processed for payment. The processed bills will be submitted to the Pay and Accounts Office, Government of Maharashtra, Bandra (East), Mumbai, for releasing cheques in the name of the Supplier /Tenderer on R.B.I. Fort, Mumbai Branch. All possible efforts will be made for early release of cheques from P.A.O. Mumbai but in case the same is delayed this office will not be responsible for such delay and Tenderer/Supplier will have to bear with us for extra period. Hence a definite period of releasing payment cannot be assured.

Sd/-
Addl Commissioner of Police, M.T.
Mumbai

Annexure 'B'

Sr. No	Detail of Information	To Be Filled By Tenderer
1	Name & Address of The Firm	
2	Rate F.D./F.O.R. Destination Police Motor Transport section,Shepherd Road,Nagpada,Mumbai	
3	Delivery Period of Material/Spare Parts	
4	Details of Taxation	
5	Terms of Payment	
6	Details of Inspection of Material/Spares & Place of Inspection	
7	Guarantee details of material/Spares	
8	Details of registration with C.S.P.O. Directorate of Industries Govt. of Maharashtra/Regd. With D.G.S.& D. New Dellhi as S.S.I.Unit/ Indu.Co.op.unit/Developing area unit/State Sector-undertaking	
9	Details of previous relevant experience of work	
10	Compliance with the requirements set out in the NIT (Notice Inviting Tender)	
11	Acceptance for Imposition of Penalty due to Non delivery/Delayed delivery of Material	
12	Acceptance of Risk Purchase	
13	Acceptance of Fall Clause	
14	Acceptance of Force Majeure Clause	

Seal & Signature of the Tenderer

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 repairs of for the Addl. Commissioner of Police, Motor Transport Section, Mumbai-8 (hereinafter called The Addl. Commissioner of Police,M.T.) as per delivery instructions given in the acceptance of the Tender at the respective prices or rates mentioned opposite to the said repair 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 the.....Bank 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..... datedwhich will hold good during period of this agreement.
- (2) Upon breach by the contractor of any of the conditions of the agreement, ,the P.O.may be a 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 fulfil 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.
- (3) 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 be returned to the contracto 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.
- (4) 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 forms 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.
- (5) In witness whereof the said M/s.....hath set his hand hereto and the Addl.Commissioner of Police, Motor Transport Section, Mumbai has on behalf of the Government of Maharashtra affixed his hand and seal hereto the day and year first above written.
- (6) Notices 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.
- (7) If subject to circumstances beyond control (Force majeure) the contractor fails to deliver the stores 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 or by way of penalty a sum not exceeding 1/2 percent of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the contractor on the account and at the risk of the contractor the stores not delivered or others of a similar description (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, or
 - (c) to cancel the contract,
- (8) In the event of action being taken under (a),(b) or (c) the contractor shall be liable for any loss which the Purchasing Officer, may sustain on that account.

The recovery on account of agreed liquidated damages or by way of 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) and (c) should be made good by a 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

Format of Bank Guarantee

Name Of The Department: **Police Motor Transport Section, Mumbai**

Address Of The Department: **Shepherd Road, Nagpada, 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 contracts 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
.....% of the total contract value of the goods / services to be delivered as specified contract
No.....datedReferred to as “contract to secure its obligations to the
beneficiary with respect to the goods specified in the invoice.

1 We.....(Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake
and guarantee as principal obligators on behalf of the seller that in the event that the beneficiary submits a written
demand to us stating that the seller has nor 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 (5 % 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.

2 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.

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

4 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.

5 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.

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

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

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

9 This Guarantee shall be governed by Indian Law. This guarantee is valid until the <<mention date>>

Signature and seal of Guarantors

Date.....

Address :

.....