

CONDITIONS OF TENDER

1.	<u>DEFINITIONS:</u>
1.1	<u>TENDER VALIDITY PERIOD:</u> The Tender Validity Period is the period (from Technical Bid opening date) within which the Undertaking is required to enter into contract with the successful tenderer. On expiry of such period, the rates quoted in the tender are not binding upon the tenderer, if the tenderer did not agree to extend the same.
1.2	<u>CONTRACT VALIDITY PERIOD:</u> The Contract Validity Period will be displayed in each and every contract and it will be binding on the supplier for the faithful execution of contract as per the contractual terms for the entire ordered quantity including $\pm 25\%$ quantity. This Contract Validity Period will commence from technical bid opening date and the specific Contract Validity Period will be declared in the tender document.
1.3	<u>FAMILY CONCEPT:</u> Certain items procured by the Undertaking are similar in nature and require more or less the same capabilities for production. Such items which are similar in nature shall be considered to be of one family. Sometimes, items within a family though similar, require higher manufacturing/technical capabilities, especially when the items are of higher ratings. The family concept will be applied for classifying the category of vendors as 'Regular' & 'New' suppliers.
1.4	<u>REGULAR SUPPLIERS:</u>
1.4.1	The Regular Suppliers are those who have supplied the material against trial/bulk orders of the Undertaking with satisfactory performance. The classification as 'Regular' suppliers shall imply that such suppliers should have supplied trial/bulk quantity to the Undertaking against at least one Purchase Order in the last 5 years. The 'Regular' suppliers of items coming under one family shall be treated as 'Regular' suppliers for other items of the family, if they have supplied any one item in trial/bulk in the past. The 'Regular' suppliers for materials of higher rating shall be considered as 'Regular' suppliers for materials of lower rating under one family. Further, Original Equipment Manufacturer (OEM) or their suppliers i.e. Authorized Dealers/Distributors shall be treated as Regular suppliers though they have not supplied such materials to the Undertaking directly. The same concept shall also be made applicable for the items having standardized brands which are field tested and whose performance is found satisfactory.
1.4.2	However, in case of certain critical items, the 'New' suppliers who have supplied the material against trial/bulk orders of the Undertaking which are required to qualify with satisfactory performance in the Undertaking's Field Trial Performance tests (as per pre-declared performance parameters), shall be considered as a 'Regular' supplier only after completion of field trials with satisfactory performance.
1.5	<u>NEW SUPPLIERS:</u> The 'New' suppliers are those who are having adequate technical capabilities for producing/manufacturing/servicing the goods/services as per the Undertaking's quality requirements and standards but have never supplied to the Undertaking in the past. A supplier shall also be treated as 'New' supplier, if the tendered item under consideration for procurement is not within the family of such item.

1.6	<p><u>SISTER CONCERN:</u> The business entity substantially owned by a person having common interest in more than one business concern of similar nature as partners/share holders/proprietors. A need is felt to define Sister Concern especially to curb any tendency of vendors to cheat/defraud the Undertaking in cases such as non-execution of contract by one firm and to avoid penal action, the defaulting firm stops dealing with the Undertaking and participate in future tenders of that particular item through their Sister Concerns.</p> <p>A need is felt to define Sister Concern especially to curb any tendency of vendors to cheat/defraud the Undertaking in cases such as non-execution of contract by one firm and to avoid penal action, the defaulting firm stops dealing with the Undertaking and participate in future tenders of that particular item through their Sister Concerns.</p>
2.	<p><u>EXTENT OF TENDER:</u> Time is the essence of the tender. This tender is for the supply to the Brihan-Mumbai Mahanagarपालिका for the purpose of the Brihan-Mumbai Electric Supply and Transport Undertaking (hereinafter referred to as the "Undertaking") of the Stores/Services or any part or portion thereof tendered for by the tenderer (hereinafter referred to as the "Contractor") and accepted by the Assistant General Manager (Materials) or any other officer duly authorized in that behalf of the Undertaking at the rates and delivered to the places at and within the time specified and without any extra charges or expenses to the Undertaking other than those mentioned in the tender.</p>
3.	<p><u>QUOTATIONS:</u></p>
3.1	<p>Tenderers should quote their rates in figures per unit specified in the e-tender by carefully punching in the appropriate field.</p>
3.2	<p>The quoted rate should clearly indicate:</p>
3.2.1	<p>All charges for container and packing.</p>
3.2.2	<p>All charges necessary to effect delivery of the supplies, at the depot of the Undertaking or at specified sites i.e. freight, insurance, loading and unloading, clearing charges, Goods & Service Tax (GST) etc., the percentage/amount of which should be clearly indicated by tenderer. Unless specifically mentioned, it will be presumed that quoted rate is inclusive of GST and other charges stated above and no variation whatsoever will be allowed subsequently.</p>
3.2.3	<p>If GST is included in the basic quoted rate, then the tenderer should indicate the % of such GST by selecting the appropriate option (GST included in Rate) from drop down menu. If the tenderer does not indicate % of GST included in basic quoted rate, any claim for revision in price due to subsequent change in GST for whatsoever reason, will not be granted.</p>
3.3	<p>No subsequent variation in the rates will be allowed on grounds such as error, misunderstandings, etc.</p>
3.4	<p>Tenderers are prohibited from making any additions, alterations in the description of articles mentioned in the tender or in the column for units. In case the specifications/descriptions mentioned by the tenderer are incomplete, the specifications/descriptions given in the tender, shall be binding for quality and specifications of supply.</p>
3.5	<p>Offers received with hedging conditions such as 'Offer subject to availability of stock', 'Offer subject to confirmation at the time of order', 'Rate subject to market fluctuation', etc. shall be ignored.</p>
3.6	<p><u>VALIDITY:</u></p>

3.6.1	The Tender Validity Period as mentioned in the tender is the period within which the Undertaking is required to enter into contract with the successful tenderer. On expiry of such period, the rates quoted in the tender are not binding upon the tenderer.
3.6.2	The Contract Validity Period shall also be mentioned in the tender and it will be binding on the supplier for the faithful execution of contract as per the contractual terms for the entire ordered quantity including $\pm 25\%$ quantity.
3.7	<u>PRICES:</u>
3.7.1	Tenderers shall quote unconditionally ' Firm ' prices. OR
3.7.1	Tenderers shall quote ' Variable ' prices as per the Undertaking's Price Variation Formula. (Specific applicability of 'Firm' or 'Variable' price to a tender is mentioned in the Instructions to Tenderers/Tender document).
3.7.2	Variation in price due to change in Goods & Service Tax (GST) will be considered only if the tenderer specifically mentions rates of GST applicable at the time of quotation and produces necessary documentary evidence of such variation at the time of claiming the payments.
3.8	All tenders shall be submitted through the e-tendering system and tenderers shall take utmost care while quoting rates, GST, other charges, if any, as no subsequent revision will be allowed after the bid end date.
3.9	The tenderer shall upload/submit his tender documents by selecting the valid Digital Signature Certificate of Class-III Company Type-B. Tenders uploaded without proper Digital Signature Certificate shall not be considered.
3.10	Tenderers are restricted in e-tender to modify their price bids once submitted. However, tenderers are allowed if they desired, to withdraw their existing submitted price bids and to re-submit their new price bids till the bid end date. The tenderers are advised to note the new quotation ID generated by the system as confirmation of successful submission of their new price bids. On exercising the re-submission of new price bid option, all earlier bids shall stand null and void.
3.11	If the offer is for stores to be imported specifically for the Undertaking, the tenderers shall quote the price for delivery at the Undertaking's Depot in ₹ indicating the Cost, Insurance, Freight (C.I.F.) Mumbai price in the relevant foreign currency and the rate of exchange applicable at the time of quoting. They should also indicate the item-wise landed cost price in Indian currency for delivery in Mumbai at Undertaking's Depot, clearly indicating thereon:
3.11.1	Any agency commission, if payable separately, with the rate thereof. (The Undertaking would prefer to pay it in ₹).
3.11.2	The rate of import duty etc. and incidence thereof.
3.11.3	In case, if any import license is required, the same shall be provided by the tenderer.
4.	<u>TENDER SAMPLE:</u>

4.1	<p>Sample if called (as mentioned in the Instructions to Tenderers/Mandatory Pre-qualification criteria of the respective tender), shall be submitted free of cost on or before bid end date. If the sample is not submitted on or before bid end date, the Undertaking will not send any reminder letter for submission of sample and such offers will not be considered and ranked. Further, the tenderers should give only one technical offer, duly backed by sample, (no. of pieces or quantum per sample will be as per the tender condition) for the said offer. Sample should be sealed and affixed with label showing (a) Tender No. (b) Due Date of Tender (c) Item No. (d) Brief Description of Sample and (e) Name and Address of the Firm. The sample costing ₹1,000/- or less shall not be returned to the tenderers. Sample costing more than ₹1,000/- shall be collected by the tenderers from the depot of the Undertaking after finalization of the tender within 15 days from the date of Undertaking's letter, failing which, the same will be credited to Undertaking's Scrap Yard for disposal. The Undertaking shall not be responsible for the loss or damage thereof due to any reason, whatsoever, nor will it pay for sample destroyed in tests or disposed off for the reason stated above.</p>
4.2	<p>The tenderers, who have executed/are in the process of execution of the Purchase Order for the item with same specifications in the last 12 months from the date of opening of this tender, may not submit sample against the tender, provided they have executed/are executing the Order satisfactorily.</p>
4.3	<p>Participating tenderers who have submitted tender samples and who desire to witness their samples being tested shall be allowed to do so, provided they (or their one authorized representative) remain present at the testing venue on the date and time which shall be informed to them via e-mail, at least one day prior to testing. The Undertaking shall carry out the testing on this fixed date and time and shall not be responsible or obliged to give any other alternate date or time or retest the tender samples if the participating tenderers do not remain present during the period of testing.</p>
5.	<p><u>SUBMISSION/UPLOADING OF TENDERS:</u> Tenders must be uploaded by logging into https://mahatenders.gov.in (E-Tender website) and using proper Digital Signature Certificate of Class-II/Class-III Company Type-B for submitting their bids. Tenderers must also keep printout in respect of the Quotation ID in acknowledgment of successful uploading of their bids.</p>
6.	<p><u>EARNEST MONEY DEPOSIT:</u></p>
6.1	<p>All the suppliers will have to pay Earnest Money Deposit through Payment Gateway (e-payment) as shown in the respective e-tenders, before bid end date, without which, their price bid shall not be opened. No interest will be paid on such deposits.</p>
6.1.1	<p>The suppliers who are registered with the Undertaking by paying Permanent Security Deposit of ₹ 3.00 Lakhs, shall be exempted from payment of Earnest Money Deposit. They shall however upload the scanned copy of their valid Permanent Security Deposit Registration Certificate as mentioned in the Pre-Qualification Criteria.</p>

6.1.2	Only those suppliers registered with National Small Industries Corporation Ltd. (NSIC) for the item/s mentioned in the tender are exempted from payment of Earnest Money Deposit. They should, however, upload the scanned copy of their valid NSIC Registration Certificate as mentioned in the Pre-Qualification Criteria to get exemption from the payment of Earnest Money Deposit.
6.1.3	Earnest Money so deposited will be forfeited, if (i) the tenderer withdraws his offer before the expiry of Tender Validity Period or the date of validity of the offer, (ii) a successful tenderer fails to pay the Security Deposit within the stipulated period as mentioned in Clause 6 of the 'Conditions of Supply'. In addition to above, the tenderers withdrawing their offers before expiry of tender validity period or the date of validity of the offer shall also be liable for penal action including levying of penalty, debarment from participation in the Undertaking's tender for a maximum period of 3 years.
6.2	<u>EARNEST MONEY OF UNSUCCESSFUL TENDERERS:</u> Earnest money deposited by unsuccessful tenderers will be refunded through Payment Gateway (e-payment) as early as possible after the tender has been finalized.
7.	<u>OPENING OF TENDERS:</u> All tenders (quotations/bids) shall be submitted through the e-tendering system well in time before the bid end date. Only bids which are valid and fulfilling the eligibility criteria will be punctually opened by an Officer of the Undertaking on the Bid opening date and time indicated on the website. The tenderers who have successfully uploaded their bids shall be able to view the Comparative Statement of bids uploaded by all participating tenderers on the website on the Bid opening date and time. The tenderers can match their gross rates within stipulated time, with the Lowest Acceptable Offer.
8.	<u>ACCEPTANCE OF TENDERS:</u> The Undertaking neither binds itself to accept the lowest or any tender nor will it assign any reason for the rejection of any tender or part of a tender. The tenderer on his part binds himself to supply any stores/services selected from his offers in part or whole, at the option of the Undertaking.
9.	<u>MATERIALS SUBJECT TO GUARANTEE:</u> Whenever the tender specifies that the tenderer will have to supply the material on a 'guarantee basis', the tenderer shall ensure that any defects, manufacturing or otherwise during such period, would be rectified by the tenderer free of cost, failing which, he would indemnify the Undertaking against any loss or damage caused to the Undertaking due to such non-performance. The Undertaking shall not consider the offer of the tenderer, if the clause is not complied with.
10.	<u>QUANTITY VARIATION CLAUSE:</u> The tenderers may note that the quantity awarded to them is subject to $\pm 25\%$ variation, within the Contract Validity Period at the option of the Undertaking.
11.	<u>POLICY OF TENDERS UNDER CONSIDERATION:</u> Tenders shall be deemed to be under consideration from the opening of tenders, until an official announcement of the award is made. While tenders are under consideration, tenderer and their representatives shall refrain from contacting by any means, any personnel of the Undertaking on matters relating to tenders under scrutiny. If necessary, clarification will be called for by the Undertaking from any or all the tenderers in writing. Canvassing in any form will disqualify the tenderer.

12.	<p><u>CORRUPT & FRAUDULENT PRACTICES:</u></p> <p>The tenderer and their respective officers, employees, agents and advisers shall observe the selected standard of ethics during the Tender process and subsequent to the issue of the Tender and during the subsistence of the Agreement. Not with standing anything to the contrary contained herein, or in the Tender, the Authority may reject a Bid, withdraw the Tender terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Tenderer or Contractor, as the case may be, if it determines that the Tenderer or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Bid Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this Tender Document and/or the Agreement, or otherwise.</p> <p>Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the Tender or the Agreement, or otherwise if a Tenderer or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tender Process, or after the issue of the Tender or the execution of the Agreement, such Tenderer or Contractor shall not be eligible to participate in any tender during a period of 2 (two) years from the date such Tenderer or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p>
i)	<p>“Corrupt practice” means (a) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or been associated in any manner, directly or indirectly, with the Tender Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Tender Process). Or</p>
ii)	<p>Engaging in any manner whatsoever, whether during the Tender Process after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Tender of Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project.</p>
iii)	<p>“Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender Process.</p>

	iv)	"Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or properly to influence any person's participation or action in the Tender Process.
	v)	"Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process, or (ii) having a Conflict of Interest, and
	vi)	"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Tenderer with the objective of restricting or manipulating a full and fair competition in the Tender Process.
13.		<u>JURISDICTION:</u> This tender and the contract emanating there from are subject only to the jurisdiction of the Mumbai Court.
14.		<u>DISREGARD FOR TENDER CONDITIONS:</u> The Undertaking reserves to itself the right to disregard or reject any tenders not conforming to any of the above-mentioned conditions.

1.	<u>DEFINITIONS:</u>
1.1	<u>TENDER VALIDITY PERIOD:</u> The Tender Validity Period is the period (from Technical Bid opening date) within which the Undertaking is required to enter into contract with the successful tenderer. On expiry of such period, the rates quoted in the tender are not binding upon the tenderer, if the tenderer did not agree to extend the same.
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1.4.1	The Regular Suppliers are those who have supplied the material against trial/bulk orders of the Undertaking with satisfactory performance. The classification as 'Regular' suppliers shall imply that such suppliers should have supplied trial/bulk quantity to the Undertaking against at least one Purchase Order in the last 5 years. The 'Regular' suppliers of items coming under one family shall be treated as 'Regular' suppliers for other items of the family, if they have supplied any one item in trial/bulk in the past. The 'Regular' suppliers for materials of higher rating shall be considered as 'Regular' suppliers for materials of lower rating under one family. Further, Original Equipment Manufacturer (OEM) or their suppliers i.e. Authorized Dealers/Distributors shall be treated as Regular suppliers though they have not supplied such materials to the Undertaking directly. The same concept shall also be made applicable for the items having standardized brands which are field tested and whose performance is found satisfactory.
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3.	<p><u>QUOTATIONS:</u></p>
3.1	<p>Tenderers should quote their rates in figures per unit specified in the e-tender by carefully punching in the appropriate field.</p>
3.2	<p>The quoted rate should clearly indicate:</p>
3.2.1	<p>All charges for container and packing.</p>
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6.1.3	Earnest Money so deposited will be forfeited, if (i) the tenderer withdraws his offer before the expiry of Tender Validity Period or the date of validity of the offer, (ii) a successful tenderer fails to pay the Security Deposit within the stipulated period as mentioned in Clause 6 of the 'Conditions of Supply'. In addition to above, the tenderers withdrawing their offers before expiry of tender validity period or the date of validity of the offer shall also be liable for penal action including levying of penalty, debarment from participation in the Undertaking's tender for a maximum period of 3 years.
6.2	<u>EARNEST MONEY OF UNSUCCESSFUL TENDERERS:</u> Earnest money deposited by unsuccessful tenderers will be refunded through Payment Gateway (e-payment) as early as possible after the tender has been finalized.
7.	<u>OPENING OF TENDERS:</u> All tenders (quotations/bids) shall be submitted through the e-tendering system well in time before the bid end date. Only bids which are valid and fulfilling the eligibility criteria will be punctually opened by an Officer of the Undertaking on the Bid opening date and time indicated on the website. The tenderers who have successfully uploaded their bids shall be able to view the Comparative Statement of bids uploaded by all participating tenderers on the website on the Bid opening date and time. The tenderers can match their gross rates within stipulated time, with the Lowest Acceptable Offer.
8.	<u>ACCEPTANCE OF TENDERS:</u> The Undertaking neither binds itself to accept the lowest or any tender nor will it assign any reason for the rejection of any tender or part of a tender. The tenderer on his part binds himself to supply any stores/services selected from his offers in part or whole, at the option of the Undertaking.
9.	<u>MATERIALS SUBJECT TO GUARANTEE:</u> Whenever the tender specifies that the tenderer will have to supply the material on a 'guarantee basis', the tenderer shall ensure that any defects, manufacturing or otherwise during such period, would be rectified by the tenderer free of cost, failing which, he would indemnify the Undertaking against any loss or damage caused to the Undertaking due to such non-performance. The Undertaking shall not consider the offer of the tenderer, if the clause is not complied with.
10.	<u>QUANTITY VARIATION CLAUSE:</u> The tenderers may note that the quantity awarded to them is subject to $\pm 25\%$ variation, within the Contract Validity Period at the option of the Undertaking.
11.	<u>POLICY OF TENDERS UNDER CONSIDERATION:</u> Tenders shall be deemed to be under consideration from the opening of tenders, until an official announcement of the award is made. While tenders are under consideration, tenderer and their representatives shall refrain from contacting by any means, any personnel of the Undertaking on matters relating to tenders under scrutiny. If necessary, clarification will be called for by the Undertaking from any or all the tenderers in writing. Canvassing in any form will disqualify the tenderer.

12.	<p><u>CORRUPT & FRAUDULENT PRACTICES:</u></p> <p>The tenderer and their respective officers, employees, agents and advisers shall observe the selected standard of ethics during the Tender process and subsequent to the issue of the Tender and during the subsistence of the Agreement. Not with standing anything to the contrary contained herein, or in the Tender, the Authority may reject a Bid, withdraw the Tender terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Tenderer or Contractor, as the case may be, if it determines that the Tenderer or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Bid Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this Tender Document and/or the Agreement, or otherwise.</p> <p>Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the Tender or the Agreement, or otherwise if a Tenderer or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tender Process, or after the issue of the Tender or the execution of the Agreement, such Tenderer or Contractor shall not be eligible to participate in any tender during a period of 2 (two) years from the date such Tenderer or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p>
i)	<p>“Corrupt practice” means (a) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or been associated in any manner, directly or indirectly, with the Tender Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Tender Process). Or</p>
ii)	<p>Engaging in any manner whatsoever, whether during the Tender Process after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Tender of Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project.</p>
iii)	<p>“Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender Process.</p>

	iv)	"Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or properly to influence any person's participation or action in the Tender Process.
	v)	"Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process, or (ii) having a Conflict of Interest, and
	vi)	"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Tenderer with the objective of restricting or manipulating a full and fair competition in the Tender Process.
13.		<u>JURISDICTION:</u> This tender and the contract emanating there from are subject only to the jurisdiction of the Mumbai Court.
14.		<u>DISREGARD FOR TENDER CONDITIONS:</u> The Undertaking reserves to itself the right to disregard or reject any tenders not conforming to any of the above-mentioned conditions.

CONDITIONS OF SUPPLY

1.	<p><u>EXTENT OF CONTRACT:</u> The Contractor shall, during the period of the contract supply the materials/services in respect of which his tender has been accepted at the depots or stores specified in the annexed Schedule, or alternatively at the contractor's godowns if so specified and agreed and shall supply the same at the accepted price thereof and in such quantities (subject as aforesaid) as may be required from time to time and subject to such conditions as are herein and in the said Schedule specified. Time is the essence of the contract.</p>
2.	<p><u>QUALITIES OF SUPPLIES:</u> All material supplied/services rendered shall be in strict accordance with the specifications laid down or as per approved sample. In case of any material in respect of which there is no approved sample or drawing, the supplies shall be of the best description and quality obtainable, which description and quality shall be subject to the satisfaction of the Assistant General Manager (Materials) or his Authorized Representative. The Undertaking reserves the right to get the random samples out of the supplies, tested at the recognized/reputed laboratories, at its discretion, in order to assess quality. In such a case, the supplier will have to bear the testing charges, if the material does not meet the specified requirements.</p>
3.	<p><u>PACKING & DELIVERY OF MATERIALS:</u></p>
3.1	<p>The Contractor shall be held responsible for the proper delivery of materials and in the event of any loss, damage, breakage and/or leakage due to insufficient/or improper packing, he shall be liable to replace the material or make good the loss. The decision of Assistant General Manager (Materials) or his Authorized Representative of the Undertaking as to whether the aforesaid loss, damage, breakage or leakage has been caused to the materials for the reason of it not having been sufficiently or properly packed, shall be final and binding upon the Contractor, provided also that the Assistant General Manager (Materials) or his Authorized Representative shall be at liberty, should he consider it fit and proper to do so, to purchase the said material from another, at the risk of the Contractor. Delivery of the material shall not be considered complete until it has been inspected, weighed, counted and passed by the Undertaking. No material shall be delivered at the depots or stores on Saturdays, Sundays, or Public Holidays, without the previous permission of the concerned Authority.</p>
3.2	<p>The Contractor shall execute the order strictly as per delivery schedule stipulated in Purchase Order. In order to avoid delay in acceptance of the material or in effecting payment by the Undertaking, the Contractor shall ensure that the description and/or specifications of the material and quantities thereof in the challans and the invoices are exactly as indicated in the Purchase Order and the rates and taxes are correctly mentioned. On the acceptance of material as satisfactory, the concerned officer at the Depot of the Materials Management Department will issue to the supplier a copy of the Stores Received Note (SRN), for his record regarding date of acceptance.</p>

4.	<p>FACTORY INSPECTION: New firms, who have not supplied the tendered item to the Undertaking and if found eligible for placing Trial/Bulk Purchase Orders against the tender, shall be liable to have their factories inspected by a team of two officers of the Undertaking for assessing their technical/commercial capacity for ensuring smooth and uninterrupted supplies to the Undertaking.</p> <p>In case the new firm gets considered against the tender, subject to satisfactory factory inspection, the cost towards to and fro travelling, lodging and boarding for the two inspecting officers shall be borne by the Undertaking. However, the firm shall have to pay ₹2,000/- towards Administrative charges in advance and if not paid in advance, the same shall be recovered from their first bill.</p>
5.	<p>PROTOTYPE AND/OR LOT INSPECTION: (Specific applicability of Prototype and/or Lot Inspection to a tender is mentioned in the Instructions to Tenderers/Tender document).</p>
5.1	<p>PROTOTYPE INSPECTION: In case of Prototype inspection, when the Undertaking's officers are required to visit the firm's factory premises to inspect quality of Prototype produced, the Undertaking will bear the expenditure as mentioned in Clause 4 above. For subsequent visits also, if any, the Undertaking will bear the expenditure.</p>
5.2	<p>LOT INSPECTION: In case of Lot inspection, when the Undertaking's officers are required to visit the firm's factory premises to inspect quality of Lots produced, the Undertaking will bear the expenditure as mentioned in Clause No. 4 above. For subsequent visits also, if any, the Undertaking will bear the expenditure.</p>
6.	<p>SECURITY DEPOSIT: The contractor, whose offer is accepted either in whole or in part, shall pay Security Deposit @ 10% of the total contractual value upto ₹2.5 Lakhs and 5% on amount exceeding ₹2.5 Lakhs by way of security, for the due and proper fulfillment of this contract, such sum through payment gateway (e-payment) or by way of Bank Guarantee. Interest shall not be paid on the amount so deposited. The EMD of the contractor shall remain with the Undertaking till such time Security Deposit amount is not paid. Alternately, the same (amount towards Security Deposit) shall be retained from the payments due to the contractor.</p>
6.1	<p>MODE OF PAYMENT:</p> <ul style="list-style-type: none"> i) Upto ₹20,000/- through payment gateway (e-payment) only. ii) Above ₹20,000/- through payment gateway (e-payment) or in the form of Bank Guarantee, as per the Undertaking's approved format. In case of such Bank Guarantee, ₹2,000/- will be charged as Administrative Charges.
6.2	<p>In the event of the contractor failing to pay such Security Deposit or fails to execute the contract as per delivery schedule, the EMD shall be forfeited after due process of final notice, etc. The Undertaking shall in such an event, have full discretion to cancel the contract awarded to the said contractor. On payment of requisite Security Deposit, EMD will be refunded to the successful tenderer through payment gateway (e-payment).</p>
6.3	<p>This Security Deposit, either in whole or part thereof, shall be liable to be forfeited without giving any reasons thereof, if the contractor fails to observe and perform any of the terms and conditions of the contract.</p>
6.4	<p>On successful execution of the contract, the Security Deposit will be refunded through payment gateway (e-payment).</p>

7.	WITNESS TESTING: The contractors shall be allowed to witness their supplies tested in the Undertaking's laboratories, if they wish to do so. Necessary charges towards such witness testing shall be informed to the contractors. In case of disputed rejection cases, Third Party Inspection shall be allowed at laboratories decided by the Undertaking at the cost of the contractors. The Third Party Inspection report shall be binding on both the parties.
8.	FAILURE TO SUPPLY:
8.1	On the contractor failing to supply the material as above, the Assistant General Manager (Materials) or his Authorized Representative shall be at liberty, without further reference to the Contractor, to recover from him Liquidated Damages at the rate of 1% per fortnight or part thereof, of the total cost of the goods/services delayed beyond the delivery period exclusive of taxes (if shown separately), subject to a maximum of 10% of the value of goods/services delayed of the contracted quantity.
8.2	In the alternative and at his complete discretion, he may purchase the same or any portion thereof on the account and at the risk and cost of the Contractor and claim from him the difference in the price and all expenses incurred in purchasing the same. If Risk Purchase amount is less than ₹100/-, minimum ₹100/- will be recovered.
8.3	The Undertaking shall have a lien for the said Liquidated Damages or the said difference in price and Administrative Charges or any money that may become payable to the Contractor under this contract and/or any other contract and paid either under this contract and/or any other contract or contracts, paid either by the Contractor alone or jointly with other Contractor or Contractors, as well as on any other debt or sum, that may become payable by the Undertaking to the Contractor and the Undertaking shall be entitled to deduct the said Liquidated Damages or said difference in cost out of such money, deposits, amounts, debts or sums. The contractor shall also be liable for debarment from participating in the Undertaking's tender for 5 years for all procurements and their bad performance shall be recorded, if the amount to be recovered against Risk Purchase action is not paid by them. However, if the defaulting contractor who is involved in Fraud/Malpractices incurring heavy losses to the BEST Undertaking, the contractor will be blacklisted permanently and in addition to this, legal action if required shall be initiated for recovery of the monetary losses to the Undertaking. The Risk Purchase action shall be to the extent of the cost difference for non-supplied quantity only. Besides, no procurement shall be made from the contractors debarred as well as from their sister concerns.
8.4	The above term shall be the essence of this tender and acceptance thereof.
9.	FORCE MAJEURE CONDITIONS: The Contractor shall not be liable for any Liquidated Damages for delay or failure to perform the contract for reasons of force majeure such as the acts of God, acts of public enemy, acts of Government, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes and provided that the contractor shall within 15 days from the beginning of such delay notify the Assistant General Manager (Materials) or his Authorized Representative, in writing the cause of delay duly substantiated with documentary evidence. The Assistant General Manager (Materials) or his Authorized Representative shall verify the facts and grant such extension, as he may in his sole discretion decide.

10.	TERMINATION OF CONTRACT: In the event the Contractor commits any breach of any of the terms and conditions of contract, the General Manager or his Authorized Representative shall have the right to forfeit the Security Deposit referred to in Clause 6 and/or to claim from the Contractor any amount due and payable by him towards this contract. If during the period when contract remains in force, General Manager or his Authorized Representative has reasons to believe that the Contractor is not performing the contract in accordance with the terms of the contract, General Manager or his Authorized Representative may by a notice in writing, call upon the contractor to perform the contract in the way as indicated in the notice, within a specified period of 15 days and if the Contractor fails to perform the same within such specified period, then notwithstanding anything contained in the contract, General Manager or his Authorized Representative shall be at liberty at any time thereafter to terminate the contract by giving the Contractor 15 days notice in writing and the contract shall stand terminated on expiry of such notice period. The Security Deposit amount referred to the Clause 6 and amount due and payable by the Contractor towards this contract shall be forthwith due and be recoverable from them.
11.	ACCEPTANCE OF SUPPLIES:
11.1	Any material supplied against this contract will be subject to the approval of the Undertaking. If the material supplied is not as per the approved specification, then the Undertaking shall reject the whole or part thereof without assigning any reason for rejection and the Undertaking's decision in respect of such rejection will be final.
11.2	Quantities expressed in unit of weight are for the weight exclusive of packing and containers. All supplies will be accepted on this basis only.
11.3	The Assistant General Manager (Materials) or his Authorized Representative may, at his sole discretion, decide to accept materials in part or whole that may not in his opinion correspond exactly with the approved and accepted samples or specifications within the limits of the accepted tender and determine the prices thereof and the Contractor shall have to accept such prices.
12.	SUBMISSION & PAYMENT OF BILLS:
12.1	All bills (in duplicate) shall be addressed to the Assistant General Manager (Materials), 4 th Floor, Parivahan Bhavan, Mumbai-400 001 with the exact quantities of materials accepted by the Undertaking.
12.2	Normally, bills so submitted shall be payable either on 30 th day from the date of acceptance of material or on 8 th day from the date of submission of Tax Invoice, whichever is later.
12.3	While submitting the bills, the contractor shall give necessary documents such as GST Registration ID No. etc. Otherwise, the statutory levies with penalty as prescribed by the Government Laws will be deducted from their bills payable.
13.	FACILITY CHARGES: Successful tenderers on whom the Purchase Orders/Contract Work Orders are placed shall have to pay facility charges towards the use of e-tendering facilities. The facility charges shall be debited @ 0.5% of the contractual value (excluding taxes), being limited to a maximum of ₹2,000/- and the same shall be deducted directly from the Contractors' first bill.
14.	EXTRA CHARGE: Extra charges such as Transport, Freight, Insurance, Loading/Unloading, etc. will not be paid, unless stipulated in Purchase Order and supported by necessary documentary proof.

15.	<p><u>LIFTING OF REJECTED MATERIALS:</u></p> <p>i) The firm shall have to collect the rejected material within two months from the date of intimation of rejection of material. The two months time period will be from the date of which final decision is conveyed in respect of the rejected material.</p> <p>ii) If the firm fails to collect the material even at the end of second month from the date of rejection intimation, the Undertaking shall have right to dispose off the material as deemed fit without any further reference in the matter and thereafter, no claims, whatsoever from the suppliers shall be entertained by the Undertaking.</p>
16.	<p><u>DAMAGE TO THE UNDERTAKING'S PREMISES/PROPERTY:</u></p> <p>Any damages caused by the Contractor or any person acting for him, to the premises or property of the Undertaking in the performance of his contract, shall be made good by the Contractor. In the event of the Contractor failing to make good the damages within the time specified by the Assistant General Manager (Materials) or his Authorized Representative, the latter shall be at liberty to get the work done departmentally or through any other agency, and to recover the cost thereof together with such supervision/overhead charges as he may deem fit out of any money that may be due to the Contractor or by action in a Court of Law.</p>
17.	<p><u>DEATH OR INSOLVENCY OF CONTRACTOR:</u> If the Contractor shall, during the period of the contract, die or be adjudicated as insolvent or being a limited company shall be placed in liquidation, whether voluntarily or compulsorily, the contract shall thereupon absolutely cease and the heir's executor, administrators or other legal representatives of the Contractor and in the case of a limited company the liquidator, shall have no interest whatsoever under the contract, except to receive any sum due for materials supplied but not paid for prior to the death or insolvency of the Contractor, in case of a company the date of the winding up thereof and the Security Deposit but subject to the provision herein contained in regard to such deposit. Nothing contained in this clause shall be deemed to prejudice or affect any claim, which the Undertaking may have against such heir's, executors, administrators or other legal representatives of the Contractor or in the case of a company, the liquidator thereof in respect of any antecedent breach of contract. Provided that where the Contractor is a firm, the death of a partner in the firm shall not operate to determine the contract unless by the term of the partnership agreements the partnership stands dissolved on the death of a partner.</p>
18.	<p><u>DECISION OF DISPUTES:</u> In the event of any dispute arising under these conditions or in connection with the contract (except as to any matters, the decision of which is specially provided for in these conditions), the same shall be referred to the General Manager of the Undertaking for final decision by the Assistant General Manager (Materials) or by the Contractor. The decision of the General Manager or his Authorized Representative shall be final and binding on the parties to the dispute.</p>