Municipal Corporation Shimla (MCS)

E-Procurement Notice INVITATION FOR BIDS (IFB)

1. The Executive Engineer, (R&B) M.C. Shimla, on behalf of Commissioner M.C. Shimla invites the online bids on item rate, in electronic tendering system, in 2 Cover System for Providing and fixing Gym/Outdoor fitness equipments within M.C. Shimla from the Dealer/Authorized Dealer/Manufacturer/firm/Supplier. You are requested to quote your best offer/bid for the same.

Sr. No.	Name of work	Amount put to tender	Earnest Money	Cost of tender	Time Limit
		(Rs.)	(Rs.)	(Rs.)	
1	Providing and Fixing open air Gym/Outdoor fitness equipments in ward No. 1, 2, 3, 5, 6, 8, 9, 11 and 12 Phase-I under "Shimla Smart City Mission"	36,94,698/-	73,900/-	1500/-	Three months
2	Providing and Fixing open air Gym/Outdoor fitness equipments in ward No. 17, 18, 19, 21, 24, 25, 26, 28, 30, 31, 32 and 34 Phase-II under "Shimla Smart City Mission"	46,93,804/-	93,900/-	2000/-	Three months

2. Availability of Bid Document and mode of submission: The Bid document is available online and bid should be submitted in online mode on website: https://hptenders.gov.in Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in Municipal Corporation Shimla may obtain the same from the website: https://hptenders.gov.in Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

3. Key Dates:

(i)	Date of Online Publication	12.08.2021	5.00 PM
(ii)	Document Download Start Date and End	12.08.2021	5.00 PM upto
	Date	23.08.2021	5.00 PM

(iii)	Bid Submission Start Date and End Date	12.08.2021	5.00 PM upto
` `		23.08.2021	5.00 PM
(iv)	Physical Submission of EMD and Cost of Tender Document	24.08.2021	1.00 PM
(v)	Date of Technical Bid opening, Evaluation of Technical Bid followed by Opening of Financial Bid.	24.08.2021	2.00 PM

- 4. **SCOPE & SPECIFICATION OF WORK**: The scope and specification of work shall be as detailed in BOQ.
- 5. **TENDER DETAILS:** The Tender Documents shall be uploaded online in 2 Cover: (i) Cover-1: shall contain scanned copies of all "Technical Documents/ Eligibility Information". (ii) Cover-2: shall contain "BOQ/Financial Bid", where contractor will quote his offer for each item.
- 5. **SUBMISSION OF ORIGINAL DOCUMENTS:** The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security/Earnest Money Deposit (EMD) and other Technical Documents in O/o Executive Engineer, Road & building Department M.C. Shimla, H.P. as specified in Key dates Sr. No. 4 on Tender Opening Date, failing which the bids will be declared non-responsive.
- 7. **BID OPENING DETAILS:** The bids shall be opened on **24.08.2021** at 03.00 PM in the office of Executive Engineer, R&B M.C. Shimla H.P.by the authorized officer. In their interest the tenderer are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 3. **FINANCIAL EVEALUATION:** Financial proposals shall be opened only for Technically Qualified Bidders. Bidders shall be required to quote rates for the complete scope of work as detailed in BOQ. The bidder shall quote on item rate basis against the items mentioned in the BOQ. Bidder with the lowest quote rate shall be declared L-1 bidder.

9. GENERAL TERMS & CONDITIONS:

- (i) Tenders can be uploaded on web site portal https://hptenders.gov.in up to date shown/given above in 3(iii) and opened on the date and time shown above in 3(v).
- (ii) The Dealer/Authorized Dealer/Manufacturer/firm/Supplier (hereinafter called "Bidder/Contractor") having valid licenses as applicable under any law in force, can quote your best offer/bid for the works mentioned above. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with/selling of

equipments. The Bidder will further ensure and undertake that their licenses remain valid till the end of the contract period.

- (iii) The Bidder should not have been debarred/black-listed by any Govt/ Semi-Govt/ Public Sector organization.
- (iv) The entity should be registered with GST authorities.
- (v) The Bidder shall not be permitted to withdraw or modify his offer/bid. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- (vi) Bids without EMD will be summarily rejected.
- (vii) Offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- (viii) The Bidder must quote the rates as per format of BOQ should be worked out and the requisite totals be given.
- (ix) The Bidder should read the specification carefully before submitting the tender.
- (x) If it is found that the tender is not submitted in proper manner or contains too may corrections of absurd rates or amounts it would be open to take suitable action against the tenderer.
- (xi) The acceptance of a tender after opening will rest with the Executive Engineer, who does not bind himself to accept the lowest tenders and reserve to himself the right to reject any or all of the tenders received without assigning any reason. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (xii) Canvassing/compartmentalization are strictly prohibited and the tenders submitted by the bidders who resort to same shall be liable for rejection.
- (xiii) It is in the interest of the Bidder that he visits the site of work and acquaints himself with conditions prevalent there before submitting his tender, as no claim whatsoever shall be entertained once tender has been submitted.
- (xiv) On acceptance of the tender, the name of the authorized representative(s) of the Bidder who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
- (xv) The time allowed for completion of the work as shown above shall be reckoned from the seventh day of the date of written orders to commence the work, by the Engineer-in-charge.
- (xvi) The earnest money shown above will be received in shape of Fixed Deposit Receipt (FDR) of a Nationalized bank duly pledged in the name of Executive Engineer, R&B, M.C. Shimla and Cost of tender will be received

in shape of Demand Draft drawn in favour of Executive Engineer, R&B, M.C. Shimla. Exemption of bid money shall not be allowed.

- (xvii) The tenders of those Bidders who do not deposit the Earnest Money and Cost of tender in the prescribed manner will not be opened and will be summarily rejected.
- (xviii) In case where a Bidder was lowest or other than the lowest & whose offer has been accepted, either withdraws the offer or fails to commence the work on written order of the Executive Engineer, the earnest money so deposited by the Bidder shall stand forfeited.
- (xix) Earnest money of L1, L2 and L3 Bidders shall be retained for a period of 120 days.
- (xx) Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
- (xxi) The contractors/firms must maintain a wage register/Mustrol at the site of work place and it should be verified from time to time by the inspecting authorities, alongwith any award of work order/documents. Any default by the contractor will render him in-eligible for future participation in the tendering process, for failure to comply with the mandate of the provident fund organization and for furnishing wrong information.
- (xxii) The contractors/firms should also see all drawings and specifications and in case of doubt, should obtain required clarification from the Executive engineer, R&B, M.C. Shimla, which may in any way influence his tender as no claim whatsoever shall be entertained for any alleged ignorance therefore, once tender has been opened.
- (xxiii) The bids for the work shall remain valid for acceptance for a period not less than 120 days after the deadline date for bid submission
- (xxiv) No subletting of work/supply is permissible.
- (xxv) All statuary deductions such as GST/Income Tax/Labour Cess or any other statuary levies as levied by Govt. of Himachal Pradesh or Govt. of India from time to time shall be payable and deducted from the bills of contractor at the prescribed rates and Govt. will not entertain any claim whatsoever on this account.
- (xxvi) Bidder shall have submitted original certificates as required on the demand of Technical Evaluation Committee. Unclear and unreadable documents shall not be entertained and shall be straightway rejected.
- (xxvii) Bidder shall submit a copy of the tender document i.e. Tender Notice (e-procurement notice) and addendum/ corrigendum thereto, if any, with

each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.

10. ELIGIBILITY CRITERIA:

- 1. The following documents are to be furnished by the Bidder along with Technical Bid as per the tender document:
 - a) Duly filled proforma as per Annexure-I.
 - b) Certificate of entity registered in India.
 - c) Certificate of Manufacturer (OEM) or Authorized Distributor.
 - d) Quality Assurance Certification: Certificate of Compliance (CE) of the OEM relating to Open Air Gym/Outdoor Fitness Equipments.
 - e) Copy of PAN Card.
 - f) Copy of GST Registration Certificate
 - g) Duly Signed & scanned copy of Tender document i.e. copy of Proforma, E-procurement Notice.
 - h) Affidavit to the effect that the contractor/owner of firm/company has not been blacklisted/ debarred/ banned by any Govt., Semi-Govt. Department, or any other organization in past.

Failure to meet the mandatory qualifying criteria will lead to bid as unresponsive.

- 11. **SPECIFICATION:** Bids which are not meeting the bid specifications are not permitted and will be rejected.
- 12. **WARRANTY:** The bidder shall provide three years onsite warranty for the equipment to be supplied under this tender. Bidder must have Local Registered Service Office in Himachal Pradesh in case any complaint can be attended within 24-48 hours. If any damage is occurred to the equipments within defect liability period, the firm will replace these equipments within 15 days. If the firm failed to repair/replace the equipments within stipulated time, the security deposit will be forfeited by the department.
- 13. **Manufacture Authorization Certificate:** Bidder must submit OEM (Original Equipment Manufacturer) certificate for the equipment to be installed under this tender. In case bidders have not OEM (Original Equipment Manufacturer), the bidder must submit manufacturer's authorization certificate from the OEM on company's letterhead with the technical bid. If the Dealer/OEM and their authorized Dealer will participate together in the tendering process. In this case the authorized Dealer shall not be considered and straightway rejected.

- 14. **QUALITY ASSURANCE CERTIFICATES:** Bidder must submit valid Compliance Certificate (CE) of the OEM relating to Open Air Gym/Outdoor Fitness Equipments with the technical bid. Bid without this certificate shall not be considered and straightway rejected. If Department is performed test of supplied equipment randomly from any approved National Accreditation Board for Testing and Calibration Laboratories (NABL) in India, the contractor/firm have to bear the cost of testing.
- 15. **PERFORMANCE SECURITY:** The successful bidder shall furnish performance security equal to 10% of the contract amount at the time of the receipt of notification of award from the Employer. The performance security may also be submitted in the form of FDR in favour of "Executive Engineer, R&B, M.C. Shimla. The performance security shall be kept 60 days beyond the completion of 3 years Defect Liability Period (DLP).
- 16. **Demonstration:** The bidders may be asked to demonstrate the product as and when required by M.C. Shimla failing which their bid/offer shall be rejected. Failure to demonstrate, offer will be summarily rejected. The expenditure incurred for demonstrating the items will be borne by the bidder, no claim in this regard will be entertained.
- 17. **RATE:** Rate should be inclusive of all taxes and duties including Customs Duty, Excise Duty, GST, etc. It should also include packing, forwarding, transport, insurance, loading/unloading, installation, etc. Rate should be quoted only in Indian Rupees (INR) inclusive of all the charges. Rate shall be quoted in the Financial Bid on BOQ format.
- 18. **DELIVERY AND INSTALLATION:** The items shall be delivered and successfully installed/commissioned within 90 days from the issue of award letter. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the equipments on or before the stipulated date, then a penalty at the rate of 1% on the tender cost for delay of each day shall be levied.
- 19. **SIGNING OF CONTRACT:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs.50/- within fifteen days of the issue of the Letter of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of Bid shall be considered as cancelled.
- 20. **ARBITRATION:** If any dispute or difference arises concerning this agreement, its interpretation or payment to be made there-under, the parties shall make every effort to resolve the same amicable by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, either of the parties may make a request to the other party of its intention to commence arbitration. In the case of a dispute or difference

arising between the parties relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred for arbitration to the Superintending Engineer of the circle of Buildings and Roads Branch of the HP Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery of deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

- 21. **BREACH OF TERMS AND CONDITIONS:** In Case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by M.C. Shimla in that event the EMD shall also stands forfeited.
- 22. The Municipal Corporation Shimla or the officer or sub-committee authorized by the Corporation to accept tenders shall have the right of rejecting the whole or any of the tenders.

Executive Engineer (R&B) M.C. Shimla

Annexure-I

Proforma

Sr.	Details of the Bidder	Page No.	Remarks
No			
1	Name and Address of the Bidder		
2	Complete Address:		
3	State clearly whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No:		
j	Dated:		
	Drawn on Bank:		
	Amount: (Rupees)		
-5	Details of the cost of the Tender documents	*	
	(Yes/No) DD No:		
	Dated:		
•	Drawn on Bank: Amount:		
	(Rupees)		
6	Whether each page of NIT and its annexure have been signed and stamped		
7	Whether Bidders have quoted for each and every item mentioned in Financial Bid (Yes/No)		
3	Copy of GST Registration		
9	Permanent Account No.		
10	Certificate of Manufacture/ Authorized Distributor/ Authorized Dealer/ Authorized Sub- Dealer		
11	Copy of Income Tax Return Acknowledgement for last Three years		
12	Catalog of quoted Make & Modal with detailed specifications		
13	Email ID		
14	Contact No.		

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Name

Place:

Business Address

Signature of Bidder Seal of the Bidder

Annexure-II

MANUFACTURES'S AUTHORISATION FORM

dated
who are proven and reputable (name and description of the goods
, hereby authorize (name and address of the agent)
(name and address of the agent) er into a contract with you against your ender document for the above goods
other than Messrs.
e and address of the above agent) is and enter into a contract with you against tender document for the above goods
l product for three years as per condition ply by the above firm against this tender
half of Messer
ter head of the manufacturing firm and naving the power of attorney to legally

Annexure-III

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

То

The Executive Engineer, R&B, M.C. Shimla

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document for the supply and installation of Open Air Gym/Outdoor fitness equipments within M.C. Shimla. I declare that all the provisions of this Tender Document are acceptable to me/my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name:

Designation:

Company:

Address:

Annexure-IV

DECLARATION REGARDING PAST PERFOMANCE

To

The Executive Engineer, R&B, M.C. Shimla

(TENDER FOR Providing and Fixing open air Gym/Outdoor fitness equipments within M.C. Shimla)

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document (e-procurement notice) regarding providing and fixing open air Gym/Outdoor fitness equipments within M.C. Shimla. I hereby declare that my company has not been debarred/black listed by any Government/ Semi Government organizations for quality/service products nor is there any pending dispute regarding short shipment/installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,
Name
Designation
Company
Address

NOTE: Declaration should be uploaded on stamp paper and the same should be notarized.

Specifications & features:

Sr.No	Description
1	Chest Press:- Providing, designing and fixing chest press
	Torso Push Exerciser Machine FNF 001 having Dimension:
	Product Area :3.6 ft x 2.8 ft
13	Safe Play Area :7.6 ft x 6.8 ft
1	Age Group: 13 Above yrs.
	Functions: Strengthens glutes, chest, shoulder, upper & mid abs, fore arm & triceps TECHNICAL SPECIFICATIONS:
8 4	CENTER FRAME : 100 NB GI C-CLASS PIPE-JINDAL MAKE MAIN FRAME : 32 NB GI B-CLASS PIPE - JINDAL MAKE HANDLE FRAME : 32 NB GI B-CLASS PIPE -JINDAL MAKE
	SEAT FRAME : 32 NB & 25 NB & 40 NB GI B-CLASS PIPE -JINDAL MAKE
i.	SEAT & BACK REST: LLDP ROTOMOULDED SEAT WITH INBUILT BOLTS 3/8" X 1.5"
4	PIPE CAP: GALVANISED CAP BEARING SYSTEMS: SELF LOCKING BEARING SYSTEMS. IT WILL RESTRICT ITS MOVEMENT IN 120° ANGLE.
	BEARING HOUSING AND PIN :SEAMLESS PIPE & ROUND BAR
	BEARINGS : REPUTED MAKE (FAG/SKF)
	NUT BOLTS: GALVANISED NUT BOLTS
	NUT BOLTS CAP: NYLON 66 INJECTION MOULDED WITH SS M6 FASTNERS.
	POWDER COAT: DONE BY FIRST COAT OF PRIMER - JOTUN BRAND 40-50 MICRON
ģ.	THICKNESS AND TOP COAT OF PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS. TOTAL THICKNESS IS 110-120 MICRON.
2	Step Trainer:-Providing, designing and fixing step trainer
Tk.	Cross stepper Machine FNF 007 having Dimension:
1	Product Area : 5 ft x 2 ft
	• Safe Play Area :9 ft x 6 ft
	• Age Group: 13 Above yrs.
	Functions: Strengthen Leg Muscles, Increase Cardio Vascular endurance, & improves Reflexes TECHNICAL SPECIFICATIONS:
	MAIN FRAME: 100 NB G.I.C- CLASS PIPES -JINDAL MAKE FOOT REST PIPE: 40 NB G.I. B CLASS PIPE
	JINDAL MAKE FOOT REST: LLDP ROTOMOULDED SEAT WITH INBUILT BOLTS 3/8" X 1.5". HANDLE: 40 NB & 25 NB GI B CLASS PIPE JINDAL MAKE
45	HANDLE COVER: NEOPRENE RUBBER. BEARINGS : REPUTED MAKE (FAG/SKF) PIPE CAP: GALVANISE CAP.
3, -	NUT BOLTS: GALVANISED NUT BOLTS
	NUT BOLTS CAP: NYLON 66 INJECTION MOULDED WITH SS M6 FASTNERS.
	POWDER COAT: DONE BY FIRST COAT OF PRIMER – JOTUN BRAND 40-50 MICRON
	THICKNESS AND TOP COAT OF PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS
	TOTAL THICKNESS IS 110-120 MICRON.

Fun Rower:- Providing, designing and fixing fun rower Cardiac

ROWER FNF 03 having Dimension:

• Product Area: 4.7 ft X 2.5 ft

• Safe Play Area: 8.7 ft X 6.5 ft

· Age Group: 13 Above yrs.

Functions: Strengthens back muscles, shoulder arm

muscles and abdomen, also improves cardio vascular endurance.

TECHNICAL SPECIFICATIONS:

MAIN FRAME: 80 NB GI B-CLASS PIPE JINDAL MAKE SEAT FRAME: 50 NB GI B-CLASS PIPE -JINDAL MAKE HANDLE FRAME: 32 NB GI B-CLASS PIPE -JINDAL MAKE PIPE CAP: GALVANISED CAP.

BEARING CAP: NYLON 66 INJECTION MOULDED.

BEARING SYSTEMS: SELF LOCKING BEARING SYSTEMS. IT WILL RESTRICT ITS MOVEMENT IN 120° ANGLE

BEARING HOUSING AND PIN: SEAMLESS PIPE & ROUND BAR

NUT BOLTS: GALVANISED NUT BOLTS

NUT BOLTS CAP: NYLON 66 INJECTION MOULDED WITH SS M6 FASTNERS.

BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF) POWDER COAT: DONE BY FIRST COAT OF PRIMER – JOTUN BRAND 40-50 MICRON THICKNESS AND TOP COAT OF PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS. TOTAL THICKNESS IS 110-120 MICRON.

Leg Press Cum Parralel Bar:- Providing, designing and fixing

LEG PUSH CUM PARALLEL BAR FNF019 having Dimension:

 Product Area: 6.6 FT X 2 FT Safe Play Area: 10.6 FT X 6FT

Age Group: 13 Above yrs.

Functions: IMPROVES LEG MUSCLES, PARALLEL BAR STRENGTHENS ARMS AND SHOULDER MUSCLES TECHNICAL SPECIFICATIONS:

PARALLEL BAR: 32 NB GI PIPE B-CLASS-JINDAL MAKE CLAMPS: NYLON 66 INJECTION MOULDED CASING CENTRE PIPE: 100 NB GI C-CLASS PIPE -JINDAL MAKE SEAT FRAME: 32 NB GI B-CLASS PIPE -JINDAL MAKE

SEAT & BACK REST: LLDP ROTOMOULDED SEAT WITH INBUILT BOLTS 3/8" X 1.5".

FOOT REST: LLDP ROTOMOULDED SEAT WITH INBUILT BOLTS 3/8" X 1.5".

PIPE CAP: GALVANISED CAP.

BEARING CAP: NYLON 66 INJECTION MOULDED.

BEARING HOUSING AND PIN: SEAMLESS PIPE & ROUND BAR

BEARINGS: REPUTED MAKE (FAG/SKF)

BEARING SYSTEMS: SELF LOCKING BEARING SYSTEMS. IT WILL RESTRICT ITS MOVEMENT IN 120° ANGLE

NUT BOLTS CAP: NYLON 66 INJECTION MOULDED WITH SS M6 FASTNERS.

NUT BOLTS: GALVANISED NUT BOLTS.

POWDER COAT: DONE BY FIRST COAT OF PRIMER – JOTUN BRAD 40-50 MICRON THICKNESS AND TOP COAT OF PURE POLYESTER POWDER WITH 70-80 MICRON THICKNESS. TOTAL THICKNESS IS 110-120 MICRON.

Shoulder Twirl Double:-Providing, designing and fixing

Big wheel for shoulder DOUBLE FNF 32 having Dimension:

• Product Area: 3 ft X 2.1 ft • Safe Play Area: 7 ft X 6.1 ft • Age Group: 13 Above yrs.

Functions: Strengthen Shoulder and Improves body consistency & eligibility.

TECHNICAL SPECIFICATIONS:

MAIN FRAME: 100 NB GI C-CLASS PIPE -JINDAL MAKE

WHEEL FRAME: 25 NB & 20 NB GI B-CLASS PIPE -JINDAL MAKE

PIPE CAP: GALVANISED CAP.

BEARING CAP: NYLON 66 INJECTION MOULDED.

BEARING HOUSING AND PIN: SEAMLESS PIPE & ROUND BAR

NUT BOLTS: GALVANISED NUT BOLTS

NUT BOLTS CAP: NYLON 66 INJECTION MOULDED WITH SS M6 FASTNERS.

BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF) POWDER COAT: DONE BY FIRST COAT OF PRIMER - JOTUN BRAND 40-50 MICRON THICKNESS AND TOP COAT OF PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS. TOTAL THICKNESS IS 110-120 MICRON.

Annexure-VI

AGREEMENT

	This agreement made on the day of between
	(Thereinafter
	the 1 st party) and Shri, Commissioner, M.C. Shimla on behalf of nimla (hereinafter called the 2 nd party) to sign their agreement:-
1.	Whereas the Municipal Corporation Shimla has invited the tender for work known as
	known as and the
	contractor/bidder (i.e. 1st party) has submitted his rates pursuance to the
	notice inviting tender, along with the other contractors and the rates as mentioned in the award letter No
	dated of the contractor for the execution of the above work has been accepted by the Municipal Corporation, Shimla.
2.	The Contractors (1st party) shall abide by all the conditions laid down in the
۷.	tendernotice (e-procurement notice) and the terms & conditions mentioned
	in the award letter dated issued in connection with this work.
3.	The 1st party shall observe the time allowed for carrying out the work
Ö.	strictly and time for completion of the work shall be the essence of the
	contract on the part of the 1st party. The work of the contract be proceeded
	with all due diligence and in case of non-completion of work within the
	stipulated period the 1st party shall pay a penalty/compensation of an
	amount equal to 1% on the tender cost for delay of each day to the 2 nd party.
(However, if the 2 nd party is satisfied that the delay is due to bonafide reasons
,	or due to circumstances beyond the control of the 1st party it may realise
	this penalty at a rate less than one percent. Provided further that nothing
	shall prevent the 2nd party to debar the 1st party from undertaking any
	further works/contract of M.C. Shimla in addition to the said
	compensation/penalty if he is satisfied that the delay is attributable to the
	negligence, carelessness or incompetence of the 1st party.
4.	The 2^{nd} party i.e., Commissioner, Municipal Corporation, Shimla shall have a
	right to rescind the contract in respect of any delay or inferior workmanship
	or otherwise for any breach of the contract. Upon such rescinding, the
	earnest money of the contractor i.e. 1st party shall be liable to be forfeited in

favour of Municipal Corporation, Shimla in addition to the other action as

deemed fit by the 2nd party.

- 5. If the contractor desires the extension of time for completion work, the Executive Engineer shall grant extension up to a period of one month if in his opinion it is necessary, provided that any extension of the contracted time limit beyond the period of one month can only be granted with the permission of the 2nd party.
- 6. The Contractor shall execute every part of work in the most substantial and workman like manner and materials be used strictly in accordance with the specifications. The work shall also conform to the designs, drawings and instructions in respect of the work approved by Municipal Corporation, Shimla form time to time.

In witness whereof the Contractor and Commissioner have here into set and subscribe their signatures in the presence of the witnesses on this day of _____ at Shimla.

In witness whereof.

Signature of Contractor

Address:-

(Authorised Signatory on behalf of Commissioner, M.C. Shimla) Executive Engineer, Roads & Bldg. Deptt. M.C. Shimla

Witnesses:-	
1	
2	
2	