



Nanded Waghala City Municipal Corporation

(ESCORT DEPARTMENT)

2010-2011

Name of Work	:- Appointment of Agent for Escort fees collection
Minimum offer Amount	:- Rs. 7,44,48,174/-
Tender cost	:- Rs. 2,000/-
Time limit	:- One Year (01/11/2010 to 31/10/2011)
Place	:- Nanded Waghala City Municipal Corporation, Nanded.
Last Date of submission Tender	:- By 14.00 Hrs. on 05/10/2010

Commissioner
Nanded Waghala City Municipal Corporation,
Nanded



Nanded Waghala City Municipal Corporation

(ESCORT DEPARTMENT)

OFFER FORM (Tender Papers)

Name of Work	:-	Appointment of Agent for Escort Fees Collection
Tender No.	:-	
Agency	:-	
Estimated offer Amount	:-	Rs. 7,44,48,174/-
Tender cost	:-	Rs. 2,000/-
Time Limit	:-	One Year (01/11/2010 to 31/10/2011)
Place	:-	Nanded Waghala City Municipal Corporation, Nanded.
Date of submission Tender	:-	By 14.00 Hrs. on 05/10/2010

Commissioner
Nanded Waghala City Municipal Corporation,
Nanded

नांदेड वाघाळा शहर महानगरपालिका, नांदेड

पारगमन शुल्क (एस्कॉर्ट) संकलनासाठी अभिकर्ता (एजंट) नियुक्त करण्यासाठी देकार (ऑफर) मागविणे बाबत.

निविदा सुचना

नांदेड वाघाळा शहर महानगरपालिका, पारगमन शुल्क (एस्कॉर्ट) संकलनासाठी अभिकर्ता नेमणुक करण्याकरिता विहित नमुन्यात मोहरबंद देकार (निविदा) मागवित आहे.

- 1) कोरे देकार नमुने व दस्तऐवज त्यासंबंधातील अटी व शर्तीसह रक्कम रु. 2,000/- (अक्षरी - दोन हजार मात्र) रोख भरणा केलेवर उप आयुक्त, स्थानिक संस्था कर कार्यालय, वजीराबद, नांदेड यांचे कार्यालयात दि. 21.09.210 पासून दि. 04.10.2010 पावेतो कामकाजाचे दिवशी सकाळी 11.00 वाजेपासून दुपारी 04.00 वाजेपर्यंत मिळविता येतील.
- 2) **इसान्याची अनामत रक्कम (5%)** :- इसान्याची रक्कम रु. 37,22,408/- (अक्षरी रुपये सदोतीस लक्ष बावीस हजार चारशे आठ मात्र) कॉल डिपॉझिट ही राष्ट्रीयकृत बँक किंवा शेड्युल बँकेची डी.डी./बँकर चेक/पे ऑर्डरचे स्वरूपात दि. 05.10.2010 दुपारी 02.00 वाजेपर्यंत स्विकारली जाईल.
- 3) **सुरक्षा अनामत (15%)** :- रक्कम रु. 1,11,67,226/- (अक्षरी - रुपये एक कोटी अकरा लक्ष सदुसष्ट हजार दोनशे सवीस मात्र) सुरक्षा अनामत राष्ट्रीयकृत बँक किंवा शेड्युल बँकेच्या हमीपत्राच्या स्वरूपात असावी.
- 4) **पारगमन शुल्क (एस्कॉर्ट) संकलन कालावधी** : दि. 1.11.2010 पासून ते दि. 31.10.2011 पर्यंत
- 5) **पारगमन शुल्क (एस्कॉर्ट) दर** : महानगरपालिकेने निश्चित केलेल्या दरानेच अभिकर्त्यास पारगमन शुल्क (एस्कॉर्ट) संकलन करावे लागेल.
- 6) **किमान देकार रक्कम आणि अदायगीची पध्दत** : - किमान देकार रक्कम रु. 7,44,48,174/- (अक्षरी - रुपये सात कोटी चोरेचाळीस लक्ष अठ्ठेचाळीस हजार एकशे चौत्याहत्तर मात्र) पेक्षा कमी असलेली कोणतीही निविदा नाकारली जाऊ शकते. अभिकर्त्यास संकलन झालेल्या पारगमन शुल्काचा (एस्कॉर्ट) साप्ताहिक भरणा करावा लागेल. व एकूण रक्कम 48 सप्ताहत भरणा करावी लागेल.
- 7) **देकार सादर करणे व उघडण्याची वेळ** : - विहित नमुन्यातील मोहरबंद देकार दि. 05.10.2010 रोजी दुपारी 02.00 पर्यंत उपायुक्त, नांदेड वाघाळा शहर महानगरपालिका कार्यालयात स्विकारले जातील व शक्य झाल्यास त्याच दिवशी सायंकाळी 05.00 वाजता निविदाकार अगर त्यांचे प्रतिनिधी जे कोणी हजर असतील त्यांचे समक्ष उघडण्यात येतील.

टीप : - प्राप्त देकार स्विकृत अथवा अस्विकृत करण्याचा अधिकार महानगरपालिकेस असेल.

आयुक्त

नांदेड वाघाळा शहर महानगरपालिका, नांदेड

ठिकाण : नांदेड.

दिनांक :

NANDED WAGHALA CITY MUNICIPAL CORPORATION



TERMS & CONDITIONS

NANDED WAGHALA CITY MUNICIPAL CORPORATION NANDED

TERMS & CONDITIONS REGARDING APPOINTMENT AS AN AGENT FOR COLLECTION OF ESCORT FEES

1) DEFINITIONS :

The terms used in this document shall have the same meaning as has been defined in the Mumbai Provincial Municipal Corporation Act, 1949 and rules there under.

2) SCHEME :

The scheme envisages appointment by the Corporation of an agent for collection of Escort Fees.

3) PARTIES TO CONTRACT :

The parties to the contract are the Agent and the Corporation. Notice or any other action to be taken on behalf of the Corporation, may be given/taken by the Commissioner or any other officer, duly authorized for the purpose on his behalf.

4) PERIOD OF CONTRACT :

The Period of Contract shall be from 01/11/2010 to 31/10/2011.

5) EARNEST MONEY DEPOSIT :

The agent shall have to furnish a earnest money deposit of Rs. 37,22,408/- (Rupees Thirty Seven Lacks Twenty Two Thousand Four Hundred Eight Only) by a crossed demand draft, pay order or Banker's Cheque drawn in favour of the Commissioner of Nanded Municipality Corporation, Nanded, issued by any Nationalized or Scheduled bank alongwith the Tender. If the agent whose offer is accepted fails to enter into 'Contract' which term is hereinafter referred to as the 'said agreement', or remit the amount of Security Deposit in the form of Bank Guarantee/s, The amount of Rs. 1,11,67,226/- (Rupees One Crore Eleven Lacs Sixty Seven Thousand Two Hundred Twenty Six Only). The deposit by him as earnest money, shall stand forfeited to the Corporation. The earnest money deposit of Rs. 37,22,408/- (Rupees Thirty Seven Lacks Twenty Two Thousand Four Hundred Eight Only) Which will not carry any interest, will remain with the corporation till the

decision regarding acceptance of the tender or 30 days from the date of opening of the tenders whichever is earlier.

6) ACCEPTANCE OF OFFER :

Offer may not be accepted, if the following conditions are not fulfilled by the offerer while giving the offer :

- i) The offered shall have successfully completed single work of Octroi or Escort Fees Collection of more than Rs. 6 Cores in one year in any corporation. For the same, the offered shall submit the Certificate of Experience issued by the Corporation stating the amount and year in which the work is completed.
- ii) The offer shall have minimum net worth of Rs 6000000/- (Rupees Six Cores Only) in the year 2008-2009. For the same, the offer shall submit the Audited Balance Sheet of 2008-2009 along with the Certificate of C.A.
- iii) The offered shall have minimum annual turnover of Rs 10000000 (Rupees Ten Core only) previous three years ie 2006-07, 2007-08, 2008-09. For the same, the offerer shall submit the Audited Balance Sheet of the said 3 years along with the Certificate of C.A.
- iv) In case of Joint Ventures (J.V.) the offers made by the Joint Ventures (J.V.) may be considered only if one of the partner/company of the J. V. (Lead Partner/company), individually complies all the eligibility conditions stated in clause (i) to (iii) above. For this, the offere shall submit the attested copy of J. V. along with the required documents of the Lead Partner/Company.
- v) The offerer shall submit the required papers as stated in clause (i) to (iv) above before the Dy. Commissioner LBT, NWCMC, Nanded on Dt. 05/10/2010 between 11.00 am to 2.00 pm The E.M.D. will be accepted between 11.00 pm to 2.00 pm on same day from only those offerers who are found to have fulfilled the eligible conditions stated in clause (i) to (iv) above.
- vi) The offerer shall furnish the Earnest Money Deposit of Rs. 37,22,408/- (Rupees Thirty Seven Lacks Twenty Two Thousand Four Hundred Eight Only) in the form of Demand draft / Pay Order of Nationalized or Scheduled Bank as stated above and the receipt of the same will be issued to the offerer.
- vii) Submission of Tender Form :

The Tender Shall be submitted as per the two envelope system. The first sealed envelope shall be technical bid envelope, which shall first sealed envelope shall be technical bid envelope, which shall contain The original Copy of EMD Submitted

receipt, True copy of Power of Attorney in case of Firm tendering for work, attested copy of Partnership Deed or J.V., etc. This first sealed envelope shall be super scribed with the words “ TECHNICAL BID ENVELOPE”.

The second sealed envelope shall be The Commercial Offer Envelope which shall contain the Commercial Offer in the Prescribed Tender form duly filled in. This second sealed envelope shall be super scribed with the words “COMMERCIAL OFFER ENVELOPE”. Both the first and second envelopes shall be put in the envelope which shall also be sealed. This third sealed envelope shall be super scribed with the words “OFFER FOR THE APPOINTMENT OF AN AGENT FOR COLLECTION OF ESCORT FEES FOR NANDED WAGHALA CITY MUNICIPAL CORPORATION”.

- viii) **Every offerer should submit his offer in the prescribed form and should not stipulate any different or additional terms and conditions.** And if any different or additional terms or conditions are stipulated in the offer they shall be ignored and the offerer shall also have no right at any time to claim that they should be taken into account in the context of any dispute or for any purpose.
- ix) Form of offer should be filled in by filled in by the offerer clearly and accurately. Any alteration, erasure or over - writing in the form of offer will render the offer invalid, unless the alteration etc. are neatly carried out and are duly attested by the full signatures of the offerer.
- x) The offer should be quoted in words as well as in figures.
- xi) Offer of contract Amount anticipated is Rs 7,44,48,174/- (Rupees Seven Crore Forty Four Lacks Forty Eight Thousand One Hundred Seventy Four Only). The offerer who will pay the offer amount quoted by him in advance will be preferred.
- xii) The offerer shall not submit more than one offer If he submits more than one offer, only the highest offer will be considered.
- xiii) A person or persons signing the offer shall state in what capacity he / they is / are signing the offer viz. as the sole Proprietor of the Firm /Concern or as a Secretary / Manager / Director etc. of a limited Company. In all cases of parties other than individuals or proprietary concerns, the names of the partners should be disclosed and attested copy of the deed should be furnished along with the offer, The names of all the Directors/ Partners etc. should be mentioned and the offer should be accompanied by a certificated certifying that the

person signing the offer is empowered to do so on behalf of the Company and also accompanied by a copy of the Memorandum and Articles of the Association of the company.

The Commissioner with the approval of the Standing Committee may reject or accept any offer without assigning any reason. The offerer shall not be entitled to claim any right or any amount on the ground that he has submitted his tender.

7) RATE OF ESCORT FEES AND PROCEDURE FOR COLLECTION OF ESCORT FEES.

- i) The agent will collect entire Escort Fees as per existing rates ie Rs. 50 & Rs.100 per loaded Trucks, Tractors and Containers Only.
- ii) The agent should strictly follow the procedure and rates for levy, assessment and collection of Escort Fees as specified in the existing provisions under the Act and rules. No decrease in the Escort Fees rate and no partial or full exemption on any one article shall be admissible.
- iii) The agent shall work within the framework of and comply with and be bound by all the Provisions of the following Acts, Rules and Resolutions for the purpose of levy, assessment and collection of Escort Fees.
 - a) Bombay Provincial Municipal Corporation Act, 1949 & Rules there under.
 - b) Any other rules or bylaws in respect of imposition, levy, assessment and recovery of Escort Fees and matters incidental thereto; as applicable to Municipal Corporations.
- iv) The offerer shall abide by the directions and orders of the Municipal Commissioner issued from time to time.
- v) The agent should strictly follow the Escort Fees Routes and time as per Annexure – I.

8) ABOLITION OF ESCORT FEES BY GOVERNMENT

In case the right of collection of Escort Fees by the Corporation is abolished by the Government or any other competent Authority, then in that event, the agent shall be liable to pay the weekly installments as per the contract up to the date of abolition. The Agent shall not be entitled to claim any compensation, damages or any other amount from the Corporation or Govt. on the ground that Escort Fees

collection is abolished by the Government or any other competent authority In the event the Escort Fees is abolished by the government, the date of announcement of Escort Fees and actual date of abolishing Escort Fees is having a gap of more than four weeks, then for last four weeks the corporation will appoint its employees to supervise the Escort Fees collection work The agent will keep 5% Escort Fees amount with it and remaining amount will be given to the corporation.

The offere shall abide by the instructions and orders of the Municipal Commissioner or the offerer authorized by him in this behalf issued from time to time.

9) MODE OF REMITTENCE OF ESCORT FEES COLLECTION TO THE MUNICIPAL CORPORATION :

During the period of contract of one year, the agent shall remit 2.08% of the amount of contract every week to the corporation for 48 weeks irrespective of amount of escort Fees collections. No concession of deferment of payment of 2.08% of the Total contract amount shall be permissible on any account including shortfall in collections, strike, Bandh, natural calamity etc. during any week.

10) SUB – LETTING :

The agent shall not enter into partnership or sub-let, transfer, assign the contract or any part thereof in any manner whatsoever. In the event of the agent contravening this condition, the Corporation shall be entitled to terminate the contract and forfeit the entire amount of security deposit.

11) RELATIONSHIP WITH THIRD PARTIES :

All transactions between the agent and third parties shall be carried out as between the two principles without any reference or committing or purporting to commit the Corporation in any manner. The agent undertakes to make such third parties fully aware, that the agent has no authority to bind the corporation in any manner.

12) REFUND :

The agent shall refund the amount of Escort Fees to the extent it is refundable, under the provision of Mumbai Provincial Municipal Corporation Act, 1949 and Rules there under.

That the entire responsibility of refunding the Escort Fees Collected during the period 01/11/2010 to 31/10/2011. will be that to the Agent. In the event of failure of the Agent to refund the amount the importer shall be entitled to recover the amount of refund for the said period from the agent through process of law. The corporation shall not be liable to refund the amount to the importer.

13) SERVICES OF EMPLOYEES OF THE CORPORATION :

In case the agent takes services of any employee/s of the Corporation for any purpose for the levy assessment and collection of Escort Fees for formance of the contract, then for the services so rendered by the employee/s of the corporation, the agent shall pay in advance every month to the corporation, the amount equal to the salary of such employee's including all the allowances and emoluments etc.

14) PROSECUTION :

The commissioner shall file prosecution against the importer of goods for evasion of Escort Fees only on his satisfaction that prima facie case of evasion has been made out on the basis of the reports made by the agent as and when received by the Corporation from the court and the amount of penalty will be received by the Corporation.

15) CHECK POST – ELECTRICITY CHARGES AND TELEPHONE BILLS :

The Agent shall be entitled to increase the number of check posts at his cost with the permission of the Commissioner. The agent shall be entitled to make use of the existing entrance and exit Nakas including the Central Naka if any of the Corporation. However, the possession over the same shall always be that of the Corporation the charges of telephones, electricity bills etc. installed at the said Nakas shall be paid and borne by the agent every month. The agent shall be entitled to make use of existing telephone and existing electric connections at all the check posts. All the printed stationary including receipt books required for collection of Escort Fees for the said period shall be supplied by the Corporation free of cost to the agent at the time of entering into the agreement.

16) SUPERVISION, INSPECTION AND ACCOUNTS :

The Commissioner or any officer/s appointed in this behalf, shall have the overall right, authority, control and supervision over the work of collection of Escort Fees, Carried out the agent with a view to ensure that the work of collection of Escort Fees is carried out smoothly and efficiently and without any hindrances to or harassment to the importers of goods. The said officer of the Corporation shall also have the right and authority to inspect receipt books registers and account maintained by the Agent.

The instructions given by the Commissioner from time to time in this regard or in any regard, shall be promptly complied with the agent. However, the Corporation or any of its employees, shall not interfere with working of the agent for collection of the Escort Fees. The agent will be at liberty to appoint his own employees for collection of Escort Fees, Escort Agent who shall be entitled to perform all the duties and functions of Escort Fees officers and superintendent of Escort Fees as defined under the Bombay Provincial Municipal Corporation (Escort Fees) Rules, 1968 But shall not be use any statutory powers.

The agent will keep daily accounts of the Escort Fees so collected and submit a copy there of the next day to the Commissioner or any officer appointed on his behalf.

17) REBATE :

The agent shall not be entitled/ t any compensation, rebate or reduction in the amount quoted by the agent in his offer whatsoever on the count that there is closer of the market or the strike by the merchants or for any other such reason or decrease in intensity or potentiality of business or collection of Escort Fees, for any reason whatsoever.

18) SECURITY DEPOSIT :

- i) Agent shall furnish a bank Guarantee of 1,11,67,226/- (Rupees One Core Eleven Lacks Sixty Seven Thousand Two Hundred Twenty Six Only). in four equal parts of any Nationalized Bank by way of security deposit within 4 (Four) days of the acceptance of his offer, failing which the acceptance of his offer shall be liable to be cancelled at the risk and cost of the agent and subject to such other rights and remedies as may be to the Corporation under the terms of contract. The said deposit will not carry any interest whatsoever from the Corporation.
- ii) The Corporation shall have the Security Deposit in the form of Bank Guarantee of Rs. 1,11,67,226/- (Rupees One Core

Eleven Lacks Sixty Seven Thousand Two Hundred Twenty Six Only). Furnished by the Agent, not only for the period of one year but thereafter till the entire of the Escort Fees amount refundable under the provisions of the said Act and Rules is refunded to the importers of goods and said Bank Guarantee in the form of Security / Deposit shall be held by the Corporation as security for due performance of all the terms of the contract conditions and provisions of the contract and that in case of default on the part of the agent to perform and observe any terms and conditions of the said contract and observe any of the said covenants, conditions or provisions or in the event of termination of the contract by the corporation on any ground under any clauses, it shall be lawful for the corporation in its absolute, discrimination to forfeit the whole or any part of the security deposit without prejudice, to any remedy that the corporation may have against the agent under the contract for such breach and the corporation shall be entitled to en cash the bank guarantee and to appropriate the security deposit or any part thereof in or towards the satisfaction of any claim of the corporation for any damages, loss, costs, compensation, charges or expenses or otherwise howsoever, Disputes if any regarding acquaintance or bank guarantee shall be referred to the Commissioner of the Municipal Corporation and his decision shall be final.

- iii) In the event of security deposit being found insufficient or if the security deposit has been wholly or partly forfeited an amount equal to the amount forfeited shall be recouped by submitting additional bank guarantee for equal amount within 15 days from the date of forfeit or liquidation of whole or part of bank guarantee.
- iv) Upon compliance by the agent with all the obligations and the requirement of the contract but in any case within 30 days from the last date of the contract amount for except the case which dispute in hearing with the Court. The corporation shall release the Bank Guarantee or such part thereof, as shall not be forfeited or appropriated as aforesaid; to the agent.

19) SUMMARY TERMINATION :

In any of the following events, contract shall stand terminated forthwith without any notice to the agent and the security deposit shall stand forfeited to the Corporation without prejudice to any rights or remedies of the Corporation under the contract of claim any sum or otherwise.

- i) If the agent being the natural person / persons die/ dies or being a natural person or a partnership firm is adjudged as insolvent or commits any act of insolvency or being a limited company, is ordered to wind u or makes an arrangement with its creditors or fails to observe any of the provision of contract or any of the terms and observe and of the provision of contract or any of the terms and conditions governing the contract or any clause of the contract.
- ii) If it is found that the agent is collecting the Escort Fees from the importers of the goods in excess of the rates fixed by the corporation.
- iii) If the agent makes a default to remit the weekly installment on the due dates as prescribed under clause 9.

However, it shall be the absolute discretion of the Commissioner to postpone the payment of installments by maximum two working days in exceptional circumstances and in that event the agent shall be liable to pay to the corporation an interest at the rate of 20 % per annum on the amount of the installments. So defaulted from the date of default till the payment of that installment. The total number of occasions postponing the due date of remittance as aforesaid shall not exceed 4 (four) during the year of contract. The Commissioner can grant similar postponement of additional four occasions at his discretion, during the entire period of contract.

- iv) If the agent commits a default to perform and observe any terms of the said contract and any of the said covenants conditions or provisions or in the event of default on the part of agent to comply with any direction pursuant to this agreement issued by the Commissioner or any such authority or default by the agent in performing the contract and carry out any obligations cast upon the agent under the agreement.
- v) In the event of termination of contract due to delay in payment of Escort Fees amount, or any such reasons in excess of permissible limit / period (except under specific permission of the Govt.) or in the event of the agent relinquishing the agency for any reason the security deposit shall stand forfeited to the corporation. And the Corporation shall be entitled to claim any loss and damages and compensation being the difference between the contract amount and actual amount collected by way of Escort Fees for contracted period.

20) RECOVERY OF ADVANCE AMOUNT FROM IMPORTER :

The agent shall not be entitled to recover any advance amount from the importer of the goods. The Escort Fees should be collected only on the vehicles carrying goods which are actually imported within the limits of the Corporation, which are meant for immediate export.

21) LABOUR :

The agent shall furnish to the Commissioner, information regarding the name and addresses of all the employees employed by him to the Commissioner, on 1st of every month and immediately whenever there is change in employees due to resignation, removal etc.

The agent shall in respect of labour employed by him, comply with or cause to be complied with the provisions of the various existing laws and rules and Regulations as applicable to them in regard to all matters provided therein and shall indemnify the Corporation in respect of all claims that may be made against the corporation for non-compliance thereof the agent.

Notwithstanding anything contained herein, the Commissioner shall have the authority to take such action as may be necessary for compliance of the various existing laws and recover the costs thereof from the Agent.

The agent shall on the written directions of the Commissioner immediately remove from the work, any person employed thereon, who may, in the opinion of the Commissioner, be incompetent or has misconduct himself. Such person shall not be employed again on the works without the written permission of Commissioner.

It shall be binding on the agent, to ensure that the persons employed by him are clearly given to understand in writing that they will have no right or claim for absorption in Municipal Service at any time on any grounds. They will not be servants of the Corporation. Any liability, arising on this account shall be directly that of the agent.

22) ACCIDENTS :

It shall be the Agent's responsibility to protect his employees against accidents on the work. He shall be responsible for claim for damage or for injury to persons or property rustling from and in the course of work and also under the provisions of the workmen's compensation Act, or any other law.

On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the agent shall within twenty four hours of such accident, report in writing to the Commissioner, the fact stating clearly and sufficient details of the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to persons or damages to property other than that of the Agent shall be promptly reported to the Municipal Commissioner, stating clearly and sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the agent shall be responsible for all loss or damage resulting directly or indirectly in this behalf.

In the event of an accident in respect of which compensation may become payable under the workmens compensation act, (VII of 1923) or any other act including all modifications there of, whether act including all modifications thereof, whether act including all modifications thereof, whether such compensation, may become payable by the agent or by the corporation as principal employee, the Commissioner, may retain hole or part of the deposit due and payable to the agent such sum of sums of money as may, in the opinion of the Commissioner, be sufficient to meet such liability, on receipt of award from the Labour commissioner in regard to quantum of compensation, of compensation, the difference in amount will be adjusted.

23) ACCOUNT / SECRET PROFITS :

The Agent shall maintain proper books of accounts as are necessary and as directed and to keep them properly posted and to duly entire therein all the usual account of all the receipts, payments, transaction and the dealing entered into by the agent during the course of his agency for the collection of the Escort Fees. The said books of Accounts shall be open for inspection during all the days between 8.00 am to 10.00 pm. By the person duly authorized by the Commissioner in the behalf.

24) DISPUTES :

In case of any dispute the same shall be referred to the Commissioner of the Corporation and his decision shall be final and binding on the agent, the appeal in respect of any decision of the Commissioner lie to the Government of Maharashtra Urban Development Dept. However the agent shall within a period of 30 days from receipt of decision by the Commissioner shall a period of

30 days from receipt of decision by the Commissioner shall indicate his intention to refer the dispute to the Government of Maharashtra(Urban Development Department).

If any dispute arises for the finalization of tender the decision of Commissioner is binding on the tender.

25) INSURANCE :

The agent shall take insurance policy for all the Naka Buildings, Offices and Godown of Escort Fees, Goods kept in custody for verification, for a total amount not less Rs 5000000(Fifty Lacks) and reimburse the claim amount to the corporation or importer of goods the loss caused to the corporation or importer, as the case may be.

26) INTEREST :

The agent shall not be entitled to claim any kind of interest on any of his claims as per the Interest Act or any other provisions.

27) LEGAL JURISDICTION :

The legal jurisdiction for purpose of any matter in this agreement shall be Nanded, District – Nanded.

Commissioner
Nanded Waghala City Municipal Corporation,
Nanded

FORM OF OFFER

(To be submitted in sealed cover with superscription)
**(OFFER FOR APPOINTMENT AS AGENT FOR ESCORT
FEES FEE COLLECTION)**

FROM :

Full Name : _____
(in capital letter)

Age : _____

Address : _____

Telegraphic Address : _____

Telephone Number : _____

Telex Number : _____

Fax No. : _____

Mobile No. : _____

To,
The Commissioner,
Nanded Waghala City Municipal Corporation,
Nanded. Dist. Nanded.

Sub : Offer for appointment as agent for collection of Escort Fees imposed and levied by Nanded Waghala City Municipal Corporation for the period from 01/11/2010 to 31/10/2011.

Sir,

Pursuant to the Notice No. _____ Dated _____ issued by the Commissioner, Nanded Waghala City Municipal Corporation, Nanded regarding appointment of an agent for collection of Escort Fees fee. I /We hereby submit my / our offer for being appointed as your agent for a period of one year from 01/11/2010 to 31/10/2011 for collection of Escort fees as per rates, laws, rules and orders issued by Gove. / Corporation.

I / We offer Sum of Rs. _____ /- (Rs. _____) only as and by way of contract amount at your agent for collection of Escort Fees during the aforesaid period of 01/11/2010 to 31/10/2011.

I / We carefully read and understood terms and conditions of offer for being appointment as your agent for the aforesaid purpose and also the terms and condition of the contract and in token of my having read them carefully.

I / We have enclosed and copy of each of the same (each page) and I / We hereby agree to duly abide by them.

I / We agree to keep my / our this offer open for acceptance by the Corporation up to _____ I / We shall be bound by the Communication of acceptance of this offerer by the corporation within the aforesaid time.

As required by the terms and conditions of offer I / We send herewith the earnest money deposit of Rs. _____ /- (Rupees _____) Only by bank pay order / demand draft No. _____ dated / / 2010 drawn by _____ bank on its Brach in _____ in favour of the Nanded Waghala City Municipal Corporation.

In the event of my / our offer being accepted by the Corporation, I / We agree to duly furnish the security deposit of Rs. _____ /- in the form of Bank Guarantee and execute the agreement in the prescribed form within the period prescribed therefore. In case the Nanded Waghala City Municipal Corporation, Nanded so desires. I / We also agree to remit the said amount of security deposit by means of more than one bank guarantee each for small amount as may be specified by the Corporation.

The names and address of the partners of our firms / directions of our company are as follows :

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

A copy of our current deed of partnership and registration certificate thereof, duly attested by S. E. M. gazetted officer of Central / State Govt. is enclosed. Original deed of partnership in need, will be presented anytime of the corporation desires.

Our company is a private / public limited company Registered under the Indian companies Act, 1959 or trust or society and its registered is situated at _____ A copy of the print of Memorandum and Articles of Association of our company duly attested as true as above is enclosed.

I enclose a copy of authorization issued by the firm / company / trust to sign this is other documents relating to this offer or appointment as Agent.

Your faithfully,

(Signature of Officer)
Capacity in which signing seal
(in case of firm, company or trust etc.)

Name :
Address :
Date :



नांदेड वाघाळा शहर महानगरपालिका, नांदेड

पारगमन शुल्क (एस्कॉर्ट) संकलनासाठी अभिकर्ता (एजंट) नियुक्त करण्यासाठी देकार (ऑफर) मागविणेबाबत.

निविदा सूचना

नांदेड वाघाळा शहर महानगरपालिका, पारगमन शुल्क (एस्कॉर्ट) संकलनासाठी अभिकर्ता नेमणुक करण्याकरिता विहित नमुन्यात मोहरबंद देकार (निविदा) मागवित आहे.

- 1) कोरे देकार नमुने व दस्तऐवज त्यासंबंधातील अटी व शर्तीसह रक्कम रु. 2,000/- (अक्षरी - दोन हजार मात्र) रोख भरणा केलेवर आयुक्त, नांदेड वाघाळा शहर महानगरपालिका कार्यालय, नांदेड यांचे कार्यालयात दि. - - - - - पासून दि. - - - - - पावेतो कामकाजाचे दिवशी सकाळी 11.00 वाजेपासून दुपारी 04.00 वाजेपर्यंत मिळविता येतील.
- 2) **इसान्याची अनामत रक्कम (5%)** :- इसान्याची रक्कम रु. 37,22,408/- (अक्षरी रुपये सदोतीस लक्ष बावीस हजार चारशे आठ मात्र) कॉल डिपॉझिट ही राष्ट्रीयकृत बँक किंवा शेड्युल बँकेची डी.डी./बँकर चेक/पे ऑर्डरचे स्वरूपात दि. - - - - - दुपारी 02.00 वाजेपर्यंत स्विकारली जाईल.
- 3) **सुरक्षा अनामत (15%)** :- रक्कम रु. 1,11,67,224/- (अक्षरी - रुपये एक कोटी अकरा लक्ष सदुसष्ट हजार दोनशे चोवीस मात्र) सुरक्षा अनामत राष्ट्रीयकृत बँक किंवा शेड्युल बँकेच्या हमीपत्राच्या स्वरूपात असावी. टेंडर सोबत मुळ बँक गॅरंटी लिफाफा नं. 1 मध्ये जोडावी.
- 4) **पारगमन शुल्क (एस्कॉर्ट) संकलन कालावधी** : दि. 1.11.2010 पासून ते दि. 31.10.2011 पर्यंत
- 5) **पारगमन शुल्क (एस्कॉर्ट) दर** : महानगरपालिकेने निश्चित केलेल्या दरानेच अभिकर्त्यास पारगमन शुल्क (एस्कॉर्ट) संकलन करावे लागेल.
- 6) **किमान देकार रक्कम आणि अदायगीची पध्दत** : - किमान देकार रक्कम रु. 7,44,48,174/- (अक्षरी - रुपये सात कोटी चोरेचाळीस लक्ष अठ्ठेचाळीस हजार एकशे चौत्याहत्तर मात्र) पेक्षा कमी असलेली कोणतीही निविदा नाकारली जाऊ शकते. अभिकर्त्यास संकलन झालेल्या पारगमन शुल्काचा (एस्कॉर्ट) साप्ताहिक भरणा करावा लागेल. सदर रक्कम एक रकमी भरण्याची तयारी दर्शविल्यास किमान देकारापेक्षा कमी देकार स्वीकारला जाईल.
- 7) **देकार सादर करणे व उघडण्याची वेळ** : - विहित नमुन्यातील मोहरबंद देकार दि. - - - - - - - - - रोजी दुपारी 04.00 पर्यंत उपायुक्त, नांदेड वाघाळा शहर महानगरपालिका कार्यालयात स्विकारले जातील व शक्य झाल्यास त्याच दिवशी सायंकाळी 05.00 वाजता निविदाकार अगर त्यांचे प्रतिनिधी जे कोणी हजर असतील त्यांचे समक्ष उघडण्यात येतील.

टीप : - प्राप्त देकार स्विकृत अथवा अस्विकृत करण्याचा अधिकार महानगरपालिकेस असेल.

स्वाक्षरीत /-

ठिकाण : नांदेड

आयुक्त

दिनांक :

नांदेड वाघाळा शहर महानगरपालिका, नांदेड