

# **Brihanmumbai Municipal Corporation**

546, N.M.JOSHI MARG, BYCULLA(W), MUMBAI – 400 011.



**Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.**

**Tender No :- 7200065857**

**FOR THE  
MUNICIPAL PRINTING PRESS  
MUMBAI**

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**1. E-TENDER NOTICE**  
**Brihanmumbai Municipal Corporation**

Municipal Printing Press Department, 546, N M Joshi Marg, Byculla-400011.

The Brihanmumbai Municipal Corporation (BMC) invites following e-tenders as given in Annexure-I in three Packet systems i.e. Packet “A”, Packet “B” & Packet “C”

**Only Manufacturer or their authorised dealers may quote their offer.**

**Offer received from canvasser will be kept outright.**

The tender copy can be downloaded from BMC’s portal (<http://www.mcgm.gov.in>) under e – procurement section after the online payment of scrutiny fee.

All interested vendors / contractors /channel partners whether already registered or not registered in BMC are mandated to get registered with BMC for e-tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under ‘Tenders’ tab. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The Vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by controller of certifying Authorities namely, Safes Crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. BMC has also opened a Help-desk at the Municipal Printing Press office to help the vendors in this regard.

**ANNEXURE I**

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	Scrutiny Fee (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	<b>Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.</b>	Rs.1200 /- + Rs. 216 /- (18% GST) <hr/> Rs.1416/-	<b>Rs.14,200/-</b>	From 08.11.2023 at 11.00 hrs	Till 20.11.2023 at 16.00 hrs

~~Pre bid meeting Venue: 2<sup>nd</sup> Floor, Penguin building, Veermata Jijabai Bhosale Udyan, Dr. Babasaheb Ambedkar Road, Byculla (East), Mumbai 400027~~

~~The prospective tenderer (s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre bid meeting and any modification of the tendering documents, which may become necessary as a result of pre bid meeting, will be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer (s) can attend the said meeting and~~

~~obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.~~

Mail id for correspondence is **manager.mpp@mcm.gov.in**.

The tender document is available on BMC portal (<http://www.mcm.gov.in>) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

The tenderer shall have to pay **EMD of Rs.14,200/-** through on line payment only.

**Note: - No Exemption will be allowed for tenderers having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.**

Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the tender or the bidding process, including any error or mistake therein or in any information or data given by the authority.

The Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reason at any stage.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.

**By Order of the**

**Dy Municipal Commissioner (Gardens)  
Brihanmumbai Municipal Corporation**

**Sd/-  
Manager**

**Municipal Printing Press**

**For detailed tender document please scroll down**

**Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.**

**HEADER DATA**

<b>E tender No.</b>	<b>Bid No- 7200065857</b>
<b>Name of Organization</b>	Municipal Printing Press Brihanmumbai Municipal Corporation
<b>Subject</b>	<b>Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.</b>
<b>Estimated Cost</b>	<b>Item Rate Tender</b>
<b>Scrutiny fee of E-Tender</b>	Rs.1200 + Rs.216 (18% GST) = Rs.1416
<b>Earnest Money Deposit</b>	<b>Rs.14,200 /-</b>
<b>Pre Bid Meeting</b>	N.A.
<b>End Date and Time of Bidding</b>	Till 20.11.2023 at 16.00 hrs
End date & time for receipt of EMD	Till 20.11.2023 at 16.00 hrs
Opening of PacketA Opening of Packet B Opening of Packet C	As mentioned in Header data of Bid in SRM
Address for Communication	Office of Manager, Municipal Printing Press, 2 <sup>nd</sup> floor, Cement godown building, 546, N.M. Joshi Marg, Byculla (W), Mumbai-400011. Tel No.022-23023431
Venue for opening of bid	Municipal Printing Press

(This tender document is not transferable)

# Brihanmumbai Municipal Corporation

## Municipal Printing Press

546, N.M.JOSHI MARG, BYCULLA (W), MUMBAI – 400 011.

### **3. PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tenders from the Manufacturers & their authorized distributors/ dealers/agent's/ channel partners for **Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press** as per the specification attached separately with this document and as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act 1888 as amended till date.

### **Instructions to Vendors participating in e-Tendering for the “Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press”**

1. The e-Tendering process of BMC is enabled through its Portal '<https://www.mcgm.gov.in>'.
2. All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal.
3. All the information documents are published under the 'e-Procurement' section of BMC Portal.
4. All interested vendors, are required to be registered with BMC for e-Tendering process. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.
5. Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offer** and shall be rejected summarily without any consideration.
6. Please read carefully the document 'Instructions and Articles of Agreement for supply available in 'e-Procurement' section of BMC Portal. As BMC switched to e- Tendering, if any references in this tender document is found as per manual bidding process like Packets A, B, C etc may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
7. This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of BMC portal make part of all tender documents unless stated otherwise in the tender document.
8. **Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**

9. All the documents and data submitted by vendors online shall be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type. Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
10. In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
  - a. Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC portal.
  - b. Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.
  - c. Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors -Bidding Process' which is available in the 'e- Procurement' section of BMC Portal.
  - d. Make payment of tender price online and download the tender document and other relevant information documents.
  - e. Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
  - f. Upload the administrative & technical bid documents. System will prompt for certificate while uploading the document.
  - g. Ensure that documents are uploaded properly by downloading them after upload.
  - h. Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
  - i. The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids.
  - j. The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
  - k. Ensure that your bid is submitted by ensuring that the 'status' of in the initial bids listing screen as 'Bid submitted'.
11. Vendors should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
12. It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the documents before uploading the same.
13. The administrative, technical and commercial evaluation documents will be available for all the participating vendors to after completion of the evaluation.
14. Additional information can be availed by referring to FAQs in the e-Procurement section of BMC portal.
15. For any help, in the e-Tendering process, can be availed by dialing help-desk number 022-24811275/76 from 11.30 AM to 5.00 PM on all working days of BMC.

**SPECIAL NOTE:**

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON BMC

PORTAL (<http://mcgm.gov.in>).

All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement”

**For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and eMudhra.**



### **3. FLOW OF ACTIVITIES OF TENDER**

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal.
2. Tenderer shall note that any corrigendum issued regarding this tender notice will be published on the BMC Portal only. No corrigendum will be published in the local newspaper.
3. Tenderer has to go through the tender document and if confident to have required Qualification/experience and fulfill the tender condition and willing to participate in the tender, then download the tender documents from the Tender section of BMC Portal after paying online requisite tender price.
4. Pre-bid meeting, as mentioned in tender notice.
5. Pay E.M.D. on line on or before the due date and time prescribed.
6. Simultaneous on line submission of tender documents with details as specified in the tender & proforma in Annexures shall be done by bidder as per the section No.-4 of this tender document.
7. Administrative offer, i.e. Packet 'A' will be opened online on the due date and due time as stated in the Header Data in SRM.
8. Technical offer, i.e. Packet 'B' of only those bidder who are found to be responsive in the Evaluation of administrative offer will be opened online.
9. Commercial bids i.e. Packet 'C' of only those bidder who are found to be responsive in the evaluation of administrative & technical offers, will be opened online.
10. Recommendations to Higher Authorities and Standing Committee for sanction to award the contract, as decided.
11. After sanction of Higher Authorities Standing Committee, issuing of the acceptance letter to successful bidder.
12. Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of Thirty days from the date of receipt of Acceptance Letter by successful bidder.

#### **4. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS**

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures” and the “Articles of Agreement” very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

##### **1. Who can quote?**

1. Only the manufacturers and their authorized dealers are qualified to fill and submit the tender. The authority certificate from the manufacturer should not be prior to the six months from the due date of the tender. Only Manufacturers Authority certificate will be considered. Authority certificate submitted by dealers or sub dealers will not be considered. Such offers will be kept outright and shall be treated as Non responsive.

##### **2. Turnover**

The average annual turnover of the bidder during last three financial years i.e., 2020-21, 2021-22 & 2022-23 shall be minimum **Rs.5,00,000/-** Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET B).

##### **2. Experience.**

Bidders or Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause.

The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded.

Authorization letter of authorized representative shall be uploaded in packet ‘B’.

2. **Where and how to submit the tender:** The tender documents with details as specified in the proforma in Annexure must be submitted online in tender section of BMC as per the instructions available on BMC Portal for online submission of e-tender.
3. **The Three Packet system:**The tenderer should upload tender in three Packets (Packets) system as below.

- A. **Packet – ‘A’:**The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. *In case such indication of rate by the tenderer in this Packet, the tender shall be rejected outright.*

**The bidder must scan and upload the following currently valid documents on/or before the due date and due time of bid submission.**

##### **Administrative documents - Packet ‘A’**

1. Particulars about the bidder. (Annexure –1)
2. Tender form ( Annexure-2)
3. Undertaking to be signed by the Tenderer (Annexure-3) on Rs.500/- stamp paper

4. Affidavit for condition No 13 & Best Rate as per the format (Annexure-4) on Rs.500/- stamp paper
  5. Authorization letter for attending tender opening(Annexure-7)
  6. Articles of Agreement (Annexure-08)
  7. List of Banks (Annexure-11)
  8. Tender documents.(SRM tender document except Annexure)
  9. Firm/Company/Sanstha Registration Certificates.
- e. i) Power of attorney in case of partnership Firms / Public Ltd. Co. / Pvt. Ltd. Co. / Societies / Govt. Undertaking.
- ii. Company Registration Certificate, Partnership deed, articles of association, society's registration certificate as the case maybe.

### **9. Solvency certificate**

The tenderer should upload solvency certificate for minimum of **Rs. 5 Lakhs** from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.

10. GST Registration Certificate as applicable
11. PROFORMA FOR “Declaration for E.P.F.&M.Act 1952 from Bidder (Annexure-9)
12. PRO-FORMA for “Declaration for ESIC from Bidder (Annexure-10)

### **13. Pancard**

- a. Tenderer’s own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc.
  - a. In case of Company or firm
    - i. PAN Card of proprietor in case of proprietary /Ownership firm
    - b. PAN Card of Company in case of Private limited Company-
  - ii. PAN Card of a firm in case of Partnership firm
- c. PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1860 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable)
- d. However, in case of public limited companies, semi government undertakings, government undertakings, no PAN documents will be insisted.

In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.

1. **Annexure 10** Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 200/- stamp paper if registration under ESIC Act not applicable.
2. **Annexure 9** Valid Registration Certificate under EPF & M Act 1952. OR Declaration on Rs. 200/- stamp paper if registration under EPF & M Act 1952 not applicable in case of workers less than 20 Nos. in the establishment.
3. Authorization letter of authorized representative for downloading and uploading tender.
14. **Annexure 12** Details of Litigation History on Rs. 200/- Stamp paper
15. **Annexure 13** Pre- Contract Integrity pact on Rs.500/- stamp paper
16. Lowest bidder should submit Annexure A Irrevocable undertaking on Rs.500/- stamp paper.

B. **Packet – ‘B’:**The tenderer shall not disclose / quote the rate of the items in Packet – ‘B’. ***In case such indication of rate by the tenderer in this Packet; the tender shall be rejected outright.***

The tenderer must scan and upload the following currently valid documents on/or before the due date and due time.

#### **Technical documents**

1. Technical offer without price indicating scope of supply. Annexure –5.
2. Manufacturer’s latest authorization letter as directed. (Annexure–6)  
The authority certificate from the manufacturer should not be prior to the six months from the due date of the tender.
3. Undertaking for 3 Years CSMC from bidder on their letterhead.
4. Technical specifications with remarks, sign and stamp of the tenderer.
5. Undertaking on tenders letterhead for service back up office in Mumbai.

NOTE 1: All the documents in Packet ‘A’ and Packet ‘B’ should be uploaded in PDF Format only.

The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days after intimation of this office. Also if required, BMC may ask any clarification /Documents/Additional Documents from the tenderer during the tender process. However, if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.2000 per document. If the bidder fails to submit the requisite documents within three days and 7 days respectively from the intimation of this office and if bidder fails to submit the document within this period he will be treated as nonresponsive and 10% of the EMD will be forfeited.

## **Packet - 'C' (MANDATORY)**

The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature.

Packet "C" will be automatically generated as per item data. Tenderer(s) should fill item wise rate for all the items mentioned in the Item data tab.

**The prices quoted should be in one currency i.e. INR inclusive of all taxes, duties, etc.**

All the documents uploaded Packet 'A', Packet 'B' & Packet 'C' should be digitally signed.

**4.Documents to be uploaded** - Original scanned document or attested Photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazetted officer of the State/central Government or from the Officer of BRIHANMUMBAI MUNICIPAL CORPORATION not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet –A&B.

**5.Procedure for the opening of the tender Packet-** Packet 'A' will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present. Packet 'B' will be open only if administrative offer in Packet 'A' is acceptable. Packet 'C' will be opened only if the administrative & Technical offer in Packet 'A & B' is acceptable. In case the Administrative and Technical offer in Packet 'A' & 'B' is found not acceptable or found incomplete, then tenderer will be treated as non responsive and Packet 'C' will not be opened and offer will be kept out of consideration.

The date and time of the opening of Packet 'B' & 'C' will be intimated to the responsive tenderer via e-mail. No complaint for non receipt of such intimation will be entertained.

**6.Authentication for documents:-**The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further panel action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recovered from the contractors' dues the damages/losses occurred thereof.

**7.Translation of certificates:-**If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.

**8.Sign and seal Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**

- i. If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietors of the said firm or authorized representative only.

- ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.
- iii. If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.

**9.Paying E.M.D.:** The tenderer shall have to pay EMD of **Rs.14,200/-**EMD will be accepted online only.

**10.Refund of E.M.D.** The EMD shall be refunded to the unsuccessful tenderer in due course of time. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.

*or*

The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC.

The contractors paying 5% contract deposit in cash, only their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the contractors who have submitted BG in lieu of 5% contract deposit, the EMD of such contractors will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same alongwith contract documents by C.A.'s office.

**11.Pre-bid Meeting** If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the E-Tender Notice. The prospective tenderer (s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre- bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestion / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.

**12.Name of Partners:-** All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penalty action including black-listing

**13.Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.**

- 13 (A) If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- 13 (B) If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (a) including similar action against the firms/establishments concerned.
- 13 (C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

**14. Contract deposit value:-** tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained up to completion of contract period.

The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

**15.Execution of contract-** In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners be not available for this purpose, the signatory must be producing a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the chief Accountant and/or Manager; Municipal Printing Press should be informed accordingly.

In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Manager; Municipal Printing Press should be informed accordingly.

Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 30 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender and then the EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.

**16. Refund of contract deposit** - Contract deposit will be refunded only after satisfactory completion contract period.

**17. Unconditional offer** - Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.

**18. Variation in rate:** Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.

**19. Firm price :** The prices quoted shall be firm and no variation will be allowed on any account whatsoever.

**20. Contradictory Clause in tender:** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.

**21. Alternative clauses in tender:-** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and/or the specifications and/or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.

**22. Validity:-** The validity of the offer should be for at least 180 days from the date of the opening of the tender.

**23. Product Names:-** The tenderer must state the brand name of the product, if any.

**24. Manufacturer's address: -** The manufacturer's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure-1.

**25. Tender Price :** Tender price is mentioned in tender notice and shall not be refundable.

**26. Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.** The successful tenderer shall have to enter into written contract for at least **THREE** years. The CSMC services contract shall include the all parts and accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not. The Manager, Municipal Printing Press will not enter into any separate service contract with any other manufacturer for the maintenance of these spare parts/accessories. The number of



visits for attending to breakdown of equipment should be **unlimited**. Service shall be available on all days of the year including Sundays and Public Holidays. A service call shall be attended within one hour even on Sundays and Public Holidays after lodging of the complaint.

**27. ~~Delivery and Completion time and Penalties delays:~~** ~~The delivery of equipment, completion of the erection and testing and commissioning shall be done within 60 days from the date of 1<sup>st</sup> indent / Purchase Order or LOA (Letter of Acceptance) received by the tenderer. The penalty clause will be strictly enforced for any delay and delivery or completion.~~

**28. ~~Demonstration of the quoted model:~~** ~~Demonstration of quoted model is compulsory for Scrutinized bidder and he should preferably arrange for the demonstration in India of the equipment quoted for in the tender within 15 days from the date of intimation of the request for demonstration preferably in Mumbai, however, if complete system of quoted model/complete system is not available in Mumbai, demonstration may be arranged outside Mumbai/India at bidder's cost. Demonstration must be given within 15 days time from the date of receipt of letter from BMC, if planned in India and within 30 days if abroad, otherwise liable for penalty/legal action like forfeiture of EMD, blacklisting.~~

**29. Preventive Maintenance** – Routine Preventive Maintenance shall be also available on Sundays and public holidays if necessary. Preventive Maintenance should not be exceeding more than 3 hours per day. If it exceeds more than 3 hours it will attract penalty. (Rs. 1000 per hour) penalty will be calculated till the machine will be handed over to the production.

**32. Order:** ~~The user department will place orders or issue Letter of acceptance after obtaining the sanction of competent authority.~~

**33. Supply of equipment:** ~~Tenderer shall supply new / unused equipment to the BMC after entering in to the written contract and shall submit the proof for the same. If the tenderer fails to prove that the equipment is new the tenderer will be blacklisted.~~

~~Tenderer shall declare the life of equipment on his letterhead while uploading the tender in technical bid packet B.~~

~~No any separate payment will be made for equipment, installation, testing erection, commissioning, training etc.~~

~~The floor space / power supply/light / operator and raw material like print media paper / card will be provided by BMC. Installation site may vary within BMC limit.~~

**34. Delivery, installation & commissioning:** ~~The tenderer should give free delivery, at Municipal Printing Press (Byculla) / Rota printing press (Masjid Bundar) as instructed within 60 days from the date of placing order. Installation & commissioning shall be done within 15 days from delivery of consignment.~~

- A. **Penalty for late supply:** If the Tenderer fails to deliver machine at BMC within 60 days from the date of placing Purchase Oder a penalty @ 0.5% per week of the total contract cost will be imposed on the tenderer.

- B. Penalty for Delay Installation and commissioning:** If the Tenderer fails for Installing and successful commissioning of machine at BMC within 15 days from the date of delivery of machine a penalty @ 0.5% per week of the total contract cost will be imposed on the tenderer.

If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the Municipal Commissioner/ Addl. MC (City) / Dy. MC (Gardens)/ Manager, Municipal Printing Press/Intending Officer shall exercise his discretionary power either To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the Cost of contract which the contractors has failed to deliver, install, commission as aforesaid per week or part thereof during which the delivery, installation, commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the contract. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.

*OR*

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

**Penalty for Downtime:-**

**Repair** – “ In case of repairs to equipment whether manufactured in India or elsewhere the successful tenderer shall bear the “ to and fro” cost of transportation, taxes, duties, levies etc of the equipment, while the same is repaired and return to the MMP by the manufacturer.

**Complain lodge:-** The reporting for downtime or an Complaint for maintenance / consumables will be done through telephone / email / SMS as mutually agreed by both the party after generating evidential record or as decided by BMC officials.

**On report of down machine (for want of services / spares etc.)**

**After lodging complaint for the maintenance:–**

1. The successful bidder will have to attend unlimited breakdown calls.
2. If the breakdown is attended and repaired within 24 hours (1 day) at our sites, no penalty/ deduction will be made from the CSMC / AMC (as applicable) bill.
3. If it is not repaired within 24 hours (1 day) i.e. stipulated time by the Service engineer at our site, deduction will be made @ Rs.500/- Per Day, from the bill till the machine handed over for production.

**Maintenance Report:-**The successful tenderer should have responsibility that, after every maintenance he should submit the maintenance report to the officials of Municipal Printing Press.

- 35. Contract:-**Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

**36 .Contract Period:- Contract period is for 3 years**

**Tenderer must distinctly understand:-**

That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.

The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

- 37. Contract Postponement:-**Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.

**38.Acceptance of Tender:-**The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reasons.

**39. Acknowledging communications:-**Every communication from the Manager, Municipal Printing Press, Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer with the signature of authorized person and with official rubber stamp of the tenderer / quotationer /supplier.

**40. Jurisdiction of courts:-**In case of any claim, disputes or differences arising in respect of the contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.

**41. Taxes and Duties:-**

While quoting the prices in Indian rupees and even though local supply is imported it must be inclusive of all the taxes like VAT, Octroi, G.S.T, Service Tax, All Duties, levies, Excise Duty, Custom Duty, Insurance of Transportation ,Loading & unloading of the machine, Labour charges for loading and unloading of Machine and training expenses etc.

**42.Terms of Payment:-** Payment will be made within 30 days from the receipt of the bill subject to verification as per normal rules.

**43.Storage of Material:** –successful tenderer should store all the material regarding equipment at Municipal Printing Press.

**44.Information regarding payment:-** CSMC charges will be paid on quarterly basis and after submission of bills and service reports for the machine. Separate work order will be issued on quarterly basis to successful bidder.

**45.Rejection:-**If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.

**46.Consequence of inferior supply:-**If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.

**47.Blacklisting :-**The firm shall be black-listed, if it is found that:- i)Forged documents are submitted

OR

ii) If it becomes responsive on the basis of submission off all certificate/information.

OR

iii) In case of non-supply of equipment / accessories or supply inferior quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.

**48.Payment of legal and stationery charges.** This charge is to be paid by the successful bidder on receipt of acceptance letter for the supply of the Equipment as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.

Contract Value (in Rs.)  
Estimated Cost in

**Legal Charges and Stationery Charges (in Rs.)**  
Rs. Legal & Stationery charges

Legal/ 26206/ dt.31.8.2023

Amount in Rs.

Amount in Rs.

Rs.10000/- Up to 50,000/-

Nil

Rs. 50,001/-Up to Rs.1,00,00,000/-

Rs.1000 (Excluding of GST)

**49. Stamp duty-** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows.

<b>Sr. No.Amount(Rs)</b>	<b>Stamp duty(Rs)</b>
1.Where the amount or value set forth Stamp duty. in such contract does not exceed	Rs. Five Hundred
2.Where it exceeds Rs. Ten Lacs	Rs.Ten Lacs
3. On stamp duty 0.50 % on full amount of BG.	Rs. Five hundred Plus rupees one hundred for every one lac or part there of above rupees Ten lacs subject to the Max. of rupees Twenty Five lacs.

**50.Amendment to tender documents:** Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet ‘A’

51. **Secrecy:** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.

**52.Compliance with security Requirement:-**The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.

**53.Confidential Information:-**The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.

54. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents/Additional Documents from the tenderer during the tender process. However, if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.2000 per document. If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as nonresponsive and 10% of the EMD will be forfeited.

55. The tenderers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.

56. ~~The information regarding encoding (i.e. Annexure 5) shall be kept in the same envelope as per pro forma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned one envelope.~~

**If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.**

57. This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

58. The tenderer shall offer the best prices for the subject SITC/Services as per the present market rates and that the bidder should not be offered less prices for the subject SITC/Services to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer / tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."

Affidavit shall be uploaded in this respect as per annexure -4.

59. Tenderer Participating in this bidding process have to furnish the details as per annexure 1.

60. The tenderer shall submit all the information's/declarations/ affidavit mentioned in respective annexure.

**61.Risk & Cost Purchase** - In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

**62.**The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.

**63.Training-** The successful tenderer shall have to give sufficient training at his cost to sub- engineer and operating staff of the Municipal Printing Press to operate the Equipment along with Assistant Manager and sub engineer for repairs and maintenance. Training to Sub Engineer from servicing point of view and to User department from operating point of view and produce training report of the same. Training schedule details shall be uploaded in packet B.

**64.Replacement of Rejected Materials-** Tenderer/contractor shall have to replace rejected Equipment/ Spare-parts with approved one. The supplier should remove the rejected Equipment/Spare-parts within 30 days failing which the same will be disposed off by BMC at the risk and cost of contractors without any further correspondence in this regards.

**65.** Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC/ central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principal manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.

## **Bill of Quantity (Bid No 7200065857 )**

Comprehensive Service Maintenance Contract (CSMC) of Wire Stitching Machines for Three (3) years installed at Municipal Printing Press.

<b>Sr No.</b>	<b>Item No</b>	<b>Description of the Items</b>	<b>Quantity</b>	<b>Unit</b>
1	Item 1	CSMC OF Wire Stitching Machine (16 MM) for 1 <sup>st</sup> Year	1	Job
2	Item 2	CSMC OF Wire Stitching Machine (16 MM) for 2 <sup>nd</sup> Year	1	Job
3	Item 3	CSMC OF Wire Stitching Machine (16 MM) for 3 <sup>rd</sup> Year	1	Job
4	Item 4	CSMC OF Wire Stitching Machine (25-32 MM) for 1 <sup>st</sup> Year	1	Job
5	Item 5	CSMC OF Wire Stitching Machine (25-32 MM) for 2 <sup>nd</sup> Year	1	Job
6	Item 6	CSMC OF Wire Stitching Machine (25-32 MM) for 3 <sup>rd</sup> Year	1	Job

**Unit abbreviation:-**

Sr. no. 1 to Sr. No. 6 Job = Per one Job

**Evaluation of tender will be done on Total Cost of Contract**

**i.e. Sr No. 1 + 2 + 3 + 4 + 5 + 6**



## Technical Specifications for Wire Stitching Machines:

### Technical Specification :

- **Wire Stitching Machine Size 16 MM**

1. Stitching Capacity : 0.1 mm to 16 mm
2. Stitching Speed : 180 Stitches per minute
3. Motor : 0.5 H.P. Single or Three Phase
4. Wire : 26 S.W.G to 20 S.W.G.
5. Net Weight : 150 Kgs
6. Gross Weight : 250 Kgs
7. Machine Size : L 32" W 28" H 54"

- **Wire Stitching Machine Size 25MM - 32 MM**

1. Stitching Capacity : 0.1 mm to 25 mm  
0.1 mm to 32 mm
2. Stitching Speed : 150 Stitches per minute
3. Motor : 1 H.P. Single or Three Phase
4. Wire : 24 S.W.G to 20 S.W.G. (For 25 mm)  
24 S.W.G. to 18 S.W.G. (For 32 mm)
5. Net Weight : 200 Kgs
6. Gross Weight : 300 Kgs
7. Machine Size : L 30" W 30" H 57"

Sd/-

**Tenderer's Sign and Seal**

**Manager  
Municipal Printing Press**

**ANNEXURE -1**  
**Tender No. 7200065857**

Particulars about the tenderer- (Specimen copy)

**(To be uploaded in Packet 'A')** Date:-

Following information to be submitted along with tenders (**in Packet 'A'**) as detailed herein below on the letterhead of the tenderer. Put a tick mark where applicable. Write N.A. where not applicable.

1. Name & Address of the tenderer.
  2. Names and addresses of all the partners.
  3. e-mail address of the firm
  4. Name & address of the manufacturer
- a. Places of Manufacturer
  - b. Registered Head Office with Postal Address and Telephone Number
  - c. Mumbai Office address with Telephone Number.
  - d. Address with Telephone Number of service centre in Mumbai.
5. Total annual turnover in the last Three Financial Year of tenderer.
  6. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, inforce?
    - a. If so, furnish photo state copy of Certificate of Registration.
    - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
    - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
    - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)
  7. Whether tenderer is as Manufacturer / Distributor / channel partner (State your category)
  8. Name and post of the Officer / Address, Phone Number who should be contacted by this office
- in case of emergency.
9. Location of other manufacturing works / factories owned by the firm (if any)
  10. County of Origin
  11. Port of Shipment
  12. Payment to be made in favour of (Name of the Manufacturer /Beneficiary)
  13. Bank Details:-

I/We have carefully gone through the tender documents and the term and conditions mentioned Therein& are all acceptable & agreeable in entirety to me/us.

**Full Signature of the tenderer**  
**with Official Seal & Address**

**Annexure -2**  
**Tender No. 7200065857**  
**Tender Form**  
**(To be uploaded in PACKET A)**

Date:-.....

To  
The Municipal Commissioner  
Brihanmumbai Municipal Corporation  
Sir,

1. I / We.....(full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to....
  1. Invitation toTenderers
  2. Instructions to Vendors participating in e-TenderingProcess
  3. Flow of activities oftender
  4. General Instructions to thetenderers
  5. ItemsDescriptions
  6. Scope of supply and TechnicalSpecifications
  7. Contract Agreementform
  8. Annexures
  9. Details of the Item Data in SRM :- (Rate to be filled by tenderer in commercialoffer)
  10. Minutes of pre bidmeeting,
  11. Corrigendum ifany
2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data inSRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through on line payment and we are aware that this EMD shall not bear any interest till it is with BMC.
4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

7. I/we have offered our rates in the prescribed format and uploaded it along with the bid document. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.500/- ( Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Address :

Yours faithfully,

.....  
.....  
.....

**Full Signature of the tenderer with Official Seal and Address**

1. ....
2. ....
3. ....
4. ....

Full Names and Residential Address of all the partners constituting

The firm:

1. ....  
.....  
.....
2. ....  
.....  
.....
3. ....  
.....

A/c.No.....

Name of theBank.....

Name of theBranch.....

**Annexure – 3**

**Tender No. 7200065857**

Undertaking to be signed by the tenderer

**(To be uploaded in PACKET A)**

Date:-.....

Tender No.:

Due Date:

**AFFIDAVIT**

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

I / We.....(full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of ..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I / we hereby confirm that I / we will be able to carry out the supply offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specifiedtime.
2. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaidwork.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action againstme/us.

4. I / We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Municipal Corporation Act.
6. I/We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding onus.
8. I / We shall not sublet the work to any agency without prior approval of the BMC.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
  - a. I / We fail to keep the e-tender open as aforesaid,
  - b. I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
  - c. I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
  - d. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is based on probable student strength as on June 2015 and hence it is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the articles valued at not less than 50 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that- I/We are
  - not declared insolvent any time in the past.
  - not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.

- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
  13. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC
  14. I/We ..... Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
  15. I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me/us or any document uploaded/submitted by me/us in this tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.
  16. I/we further confirm that the information/document submitted by me regarding TIN No. is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10years.
  15. I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

Full name and complete address with

Yours faithfully,

Tel. Nos.& E-mail  
address of all partners

Signature of Tenderer  
Trading under the name and  
style of.....

Office Stamp

**WITNESS:**

(1) Full Name

..... And  
Address .....

.....

..... Signature .....

(2) Full Name

..... And  
Address .....

.....

..... Signature .....

**Note:-**

To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 500/-duly notarized by Notary Public / First Class Magistrate.)



**Annexure-4**

**Tender No. 7200065857**

**(To be uploaded in PACKET A)**

**AFFIDAVIT FOR BEST PRICE**

**To,**

The Municipal Commissioner,

For the Municipal Corporation to Greater Mumbai

**Sir,**

BidNo.\_"I / We\_(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We

whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation upto – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc.,

I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

Solemnly affirmed on this the day of 20 .

**TENDERER'S FULL SIGNATURE  
WITH FULL NAME & RUBBER  
STAMP**

**(Note:** This affidavit should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number.)

**ANNEXURE -5**

**Tender No. 7200065857**

(Technical Offer)

(To be upload in Packet 'B')

Due On :

Name of the Equipment:

Sr No.	Item No	Description of the Items	Quantity	Unit
1	Item 1	CSMC OF Wire Stitching Machine (16 MM) for 1 <sup>st</sup> Year	1	Job
2	Item 2	CSMC OF Wire Stitching Machine (16 MM) for 2 <sup>nd</sup> Year	1	Job
3	Item 3	CSMC OF Wire Stitching Machine (16 MM) for 3 <sup>rd</sup> Year	1	Job
4	Item 4	CSMC OF Wire Stitching Machine (25-32 MM) for 1 <sup>st</sup> Year	1	Job
5	Item 5	CSMC OF Wire Stitching Machine (25-32 MM) for 2 <sup>nd</sup> Year	1	Job
6	Item 6	CSMC OF Wire Stitching Machine (25-32 MM) for 3 <sup>rd</sup> Year	1	Job

**Unit abbreviation:-**

Sr. No. 1 + Sr. No. 6      Job = Per one Job

**Evaluation of tender will be done on Total Cost of Contract**

**i.e. Sr No. 1 + 2 + 3 + 4 + 5 + 6**

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer  
With Official Seal and Address

**Annexure-6**

**Tender No. 7200065857**

**PRO-FORMA FOR MANUFACTURER'S LETTER**

**(To be uploaded in PACKET B)**

To,  
Municipal Commissioner,  
BMC Mumbai.

Dear Sir,

**Reference: - Your E-Tender Document No.\_dated\_.**

We, \_\_\_\_\_ who are an established and reputed manufacturer of (name of binding machine) having factory/factories at \_\_\_\_\_, hereby state that we have (name of binding machine) manufacturing unit/units as per tender condition.

We, ourselves or we are authorize M/s \_\_\_\_\_ address \_\_\_\_\_ is our authorized distributor/ service provider/ dealer and we authorize them to submit this tender against your requirement as contained in the above referred tender document. We hereby agree to provide CSMC service of the (name of binding machine) as per your tender specification.

I/We state that authorized distributor/dealer/agent have taken my/our consent for rate quoted in this tender.

I/We further agree to extend our services offered for the above firm against this tender document.

I/We further undertake that if in case of failure of our authorized distributor/dealer/agent/channel partner or termination of distributor/dealer/agent/Channel Partner by ourselves or others or closure of their office/ business activities by any means during the contract period of this tender, , then I/We will efficiently extend directly full services offered with quoted rate for CSMC Services (name of binding machine) of the above authorized distributor/dealer/agent against this tender document without any interference from our side and without any extra cost.

We certify for adequacy of technical expertise of the (name of binding machine) offer by M/s ----  
----- ( Name and Address of the Indian subsidiary) offered by and we will give them back up support towards supply, spare parts, technical updates and services during CSMC Period as applicable.

I/We state that the price quoted by M/s\_(authorized distributor/dealer/agent/Channel Partner ) for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.

Yours faithfully

(Signature with Date, Name, & designation)

For and on behalf of M/s. ....

- Note: 1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- 2) Original letter shall be uploaded during the submission of Tender.

**ANNEXURE -7**

**Tender No. 7200065857**

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

No.

Date:

To,

The Municipal Commissioner,  
BMC

Subject: Tender No. \_\_\_\_\_ due on Sir,

Mr..... has been authorized to be present at the time of opening of above tender due on \_\_\_\_\_ at 16:00 hrs on my/our behalf.

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

**Annexure – 8**

**Tender No. 7200065857**

Pro-forma of articles of agreement for the Services at the

..... Municipal Printing Press,

Quotation / Tender due on .....

**Standing Committee Resolution No. ....Dated ..... / Mayor's**

**/Addl.Municipal Commissioner's / Dy. MC (Gardens)'s Sanction No.**

**Dated .....**

Contract for Supply / work of: .....

Case No. of .....

During the period from\_to

THIS AGREEMENT MADE ON THIS ..... Day of .....

Two Thousand ..... Between (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at in Mumbai under the style and name of Messer's\_for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Herein after called 'the Contractor/s') of the FIRST PART and Shri / Smt. the

Municipal Commissioner in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Municipal Commissioner and any officers of Brihanmumbai Municipal Corporation authorized by the Municipal Commissioner and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation ( Hereinafter called ' the Corporation') of the THIRDPART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Municipal Commissioner.

AND WHEREAS the Municipal Commissioner in pursuance of the power vested in him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited Tender / Quotation for supply of the Equipment and / or certain work mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the Equipment and / or work thereof and his / their said Tender was accepted by the Municipal Commissioner on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/has/ have paid deposit of Rs.

of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Municipal Commissioner for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1) **Contract Period**

That this Contract shall be deemed to have commence as from and after .....Day of Two Thousand .....and shall continue inforce, subject to the power of the Manager, Municipal Printing Press for the time being to determine the same previously as herein after mentioned until Day of ..... Two Thousand ..... Or until such time as the Supply /work herein mentioned and shall have been completed and certified for by the Manager, Municipal Printing Press/ purchasing Officer as being of good quality and in good working order.

2) **Contract deposit**

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retain upto completion of FASMA period.

3) **Supply to be made according to the Order**

The Contractor/s during the continuance of this contract shall supply the Equipment as per the specification of the Tender Form and/or carry out any and/or works specified in the Tender Form as per the order by the Manager, Municipal Printing Press or any other Officer of the Corporation authorized in this behalf. (Such order to be in writing and signed by the said Officer) to the entire satisfaction of the Manager, Municipal Printing Press or purchasing Officer, within stipulated period after receipt of the respective Order / opening of Letter ofCredit.

3 (a). **Failure to execute Orders**

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Manager, Municipal Printing Press/ purchasing Officer shall exercise his discretionary power to recover from the Contractor/s as agreed, liquidated damage or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s.

3(b). **Period** Unless otherwise stated elsewhere in this Contract, Equipment shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

#### **4) Place of Delivery**

The Equipment ordered for shall be delivered by the Contractor/s at Municipal Printing Press, or at such other Office or Establishment of the Corporation, situated within the limits of Greater Mumbai as may mentioned in the respective Order. All charges for carriage and / or delivery thereof and/or stacking at such place/s shall be borne by the Contractor/s. The said Equipment to be supplied shall be new and of sound quality and to be in proper working condition. The defective and / or damaged part and / or any other non-working functional part of the said Equipment shall be replaced forthwith by the Contractor/s and for which no charge of any nature whatsoever, shall be paid by the Brihanmumbai Municipal Corporation.

#### **5) Quality**

The Equipment supplied by the Contractor/s in accordance with the contract, shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.

#### **6) Penalty for Inferior Supply**

If the equipment supplied is found of inferior quality or not as per the specification, the Contractor shall replace the Equipment within one month from the date of intimation at the risk & cost of the Contractor and also liable to pay the fine imposed by the Municipal

Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Contractor shall be forfeited & the Tenderer shall be liable for penal action, including Blacklisting & etc. In addition to forfeiture of Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues of the Contractor by the Corporation.

**7) Risk & Cost Purchase** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.



## **8) Submission of Bill for CSMC:**

CSMC charges will be paid on quarterly basis and after submission of bills and service reports for the machine. Separate work order will be issued on quarterly basis to successful bidder.

## **9) Monetary dealings with the Municipal Employees**

The Contractor/s shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitle to terminate this contract forthwith and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.

## **10) Breach of Contract**

In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. 16,56,000/- deposited as Earnest Money Deposit & Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

## **11) Dissolution of the Contract**

The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

## **12) Disputes etc to be decided by the Commissioner**

If any dispute or difference shall arise between the Manager, Municipal Printing Press or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or of the Manager, Municipal Printing Press or other Officer aforesaid or the mode

of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of the and the Municipal Commissioner shall decide the same.

**13) Commissioner's direction & decisions to be final and binding**

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

**14) The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.**

The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

**15) Corporation's lien over all moneys due to the Contractor or his deposit**

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor/s made the conditions in that behalf herein contained, for or in respect of any debtor sum that may be come due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their

capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

#### **16) Termination of the Contract**

These presents in every clause matter and thing herein contained shall cease and determined on the expiry of the guarantee period on installation and satisfactory commissioning and performance of the said Machine. (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

#### **17) Return of the Contract**

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him/them here under the said sum of Rs. Shall be returned to the Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him /them.

#### **18) Banker's Guarantee**

In the event of the said deposit of Rs. having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs. Becoming forfeited as herein before mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Contractor/s and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the Contractor/s and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Contractor/s with Commissioner and / or the Corporation.

#### **19) Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these present shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in

this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s interse.

## 20) Charges

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Contractor/s.

## 21) Singular –Plural

Words in the Singular number shall include the plural and plural the singular.

**22) Meaning -** The Word ‘ The Municipal Commissioner’ or ‘ Commissioner’ wherever they occur in this Tender or in the Contract shall be construed to mean ‘ Additional Municipal Commissioner’.

## 23) Acknowledgement-

Every notice served upon any one of the Contractor/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached / received by them.

## 24) Penalty :-

- a. **Penalty for late supply:** If the Tenderer fails to deliver machine at BMC within 60 days from the date of placing Purchase Oder a penalty @ 0.5% per week of the total contract cost will be imposed on the tenderer.
- b. **penalty for Delay Installation and commissioning:** If the Tenderer fails for Installing and successful commissioning of machine at BMC within 15 days from the date of delivery of machine a penalty @ 0.5% per week of the total contract cost will be imposed on the tenderer.

If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the Municipal Commissioner/ Dy. MC (Gardens)/ Manager, Municipal PrintingPress/IntendingOfficer shall exercise his discretionary power either

To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver, install, commission as aforesaid per week or part thereof during which the delivery, installation, commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.

*OR*

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

**Penalty for Downtime:-**

**Repair** – “ In case of repairs to equipment whether manufactured in India or elsewhere the successful tenderer shall bear the “ to and fro” cost of transportation, taxes, duties, levies etc of the equipment, while the same is repaired and return to the MMP by the manufacturer.

**Complain lodge:-** The reporting for downtime or an Complaint for maintenance / consumables will be done through telephone / email / SMS as mutually agreed by both the party after generating evidential record or as decided by BMC officials.

**On report of down machine (for want of services / spares etc.)**

**After lodging complaint for the maintenance:–**

4. The successful bidder will have to attend unlimited breakdown calls.
5. If the breakdown is attended and repaired within 24 hours (1 day) at our sites, no penalty/ deduction will be made from the CSMC / AMC (as applicable) bill.
6. If it is not repaired within 24 hours (1 day) i.e. stipulated time by the Service engineer at our site, deduction will be made @ Rs.500/- Per Day, from the bill till the machine handed over for production.

**Maintenance Report:-**The successful tenderer should have responsibility that, after every maintenance he should submit the maintenance report to the officials of Municipal Printing Press.

**25) Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Tenderers including the Annexures thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

**26) Operation of the Contract Clauses**

The MUNICIPAL COMMISSIONER / DMC (Gardens) / Manager, Municipal Printing Press or his / her successor/s for the time being holding the office of the Municipal Commissioner/ Manager, Municipal Printing Press shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Manager, Municipal Printing Press shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and Municipal Commissioner have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By .....

Of .....

In the presence of

1).....

CONTRACTOR

2).....

SIGNED, SEALED AND DELIVERED

By .....

DMC (Gardens) in the presence of

1).....

2).....

The Common Seal of the Brihanmumbai Municipal Corporation was Affixed on this .....day of .....Two Thousand in the presence of

1) .....

2).....

DMC (Gardens)

S E A L

Two members of the Standing Committee Of the BMC.

Witness .....

Municipal Secretary .....

Contract examined with the Tender and Resolution of the Standing Committee

No ..... Of ..... and found correct.

**Annexure9**

**Tender No. 7200065857**

**PRO-FORMA FOR “Declaration for E.P.F. & M.Act 1952 from Bidder” (To be uploaded in PACKET A )**

To,

Municipal Commissioner,

BMC Mumbai.

Dear Sir,

**Reference: - E-Tender Document No.....\_dated .....**

1. We, M/s. .... are authorized distributor/dealer/agent of  
M/s. ....

(name of manufacturer)

2. We hereby **declare that** E.P.F. & M.P. Act 1952 is not applicable to our firm as our firm has less than 20 employees/persons on our establishment upto date.

3. In future if nos. employees/persons on our establishment will increase equal to or more than 20 no's ,the valid registration certificate under E.P.F. & M.P. Act 1952 will be submitted immediately.

Yours faithfully,

**(Signature with Date, Name, &**

**designation) For and on behalf of**

**M/s. ....**

**Note:** 1) This letter should be signed by a person competent and having the power of attorney to legally bind the bidder.

2) Scanned copy of Original letter shall be uploaded.

3) Tender No / Bid No should be written on this Declaration

4) This Declaration should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure 10**

**Tender No. 7200065857**

**PRO-FORMA for “Declaration for ESIC from Bidder”**

**(To be uploaded in PACKET A )**

To,

Municipal Commissioner,  
BMC Mumbai.

Dear Sir,

**Reference: - E-Tender Document No. ....dated**

**.....**

1. We, M/s\_ .....are authorized distributor/dealer/agent of M/s ..... (name of manufacturer)
2. We hereby **declare that ESIC 1948** is not applicable to our firm as our firm has less than 10 employees/persons on our establishment (In case of production by use of energy) and 20 employees/persons on our establishment (In case of production without use of energy) up to date.
3. In future if nos. employees/persons on our establishment will increase as stated above, the valid registration certificate under ESIC Act 1948 will be submitted immediately.

Yours faithfully,

**(Signature with Date, Name, & designation) For and on behalf**

**of M/s........**

- Note:**
1. This letter should be signed by a person competent and having the power of
  2. Scanned copy of Original letter shall be uploaded.
  3. Tender No / Bid No should be written on this Declaration
  4. This Declaration should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.



## **Annexure – 11**

### **Tender No. 7200065857**

1. The following Banks with their branches in Greater Mumbai and up to Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said Bankers' Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

#### **List of approved Banks**

##### **A. S.B.I. & its subsidiary banks**

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Saurashtra
7. State Bank of Travencore
8. State Bank of Indore

##### **B. NATIONALIZED BANKS**

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank
18. Oriental Bank of Commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank

26. CorporationBank
27. CanaraBank

### **C. SCHEDULED COMMERCIALBANKS**

28. Bank of MaduraLtd.
29. Bank of RajasthanLtd.
30. Banaras State BankLtd.
31. Bharat Overseas BankLtd.
32. Catholic Syrian BankLtd.
33. City Union BankLtd.
34. Development CreditBank
35. Dhanalakshmi BankLtd.
36. Federal BankLtd
37. Indus ind BankLtd.
38. I.C.I.C.I. Banking CorporationLtd.
39. Global Trust BankLtd.
40. Jammu & Kashmir BankLtd.
41. Karnataka BankLtd.
42. KarurVysya BankLtd.
43. Laxmi Vilas BankLtd
44. Nedungadi BankLtd
45. Ratnakar BankLtd.
46. Sangli BankLtd.
47. South Indian BankLtd.
48. S.B.I. Commercial & Int. BankLtd.
49. Tamil land Mercantile BankLtd.
50. United Western BankLtd.
51. Vysya BankLtd.
52. AxisBank
53. Kotak Mahindra BankLtd

### **D. SCHEDULED URBAN CO-OPBANKS**

54. Abhyudaya Co-Op. BankLtd.
55. Bassein Catholic Co-Op. BankLtd
56. Bharat Co-Op. BankLtd.
57. Bombay Mercantile Co-Op. BankLtd.
58. Cosmos Co-Op. BankLtd.
59. Greater Mumbai Co-Op. BankLtd.
60. Janata Sahakari BankLtd.
61. The Mumbai District Central Co-Op. BankLtd.
62. The Maharashtra State Co-Op.Bank
63. New India Co-Op. BankLtd.
64. North Canara G.S.B. Co-Op. BankLtd.
65. Rupee Co-Op. BankLtd.
66. Sangli Urban Co-Op. BankLtd.

67. Saraswat Co-Op. BankLtd.
68. Shamrao Vitthal Co-Op. BankLtd.
69. Mahangar Co-Op. BankLtd.
70. Citizen BankLtd.
71. YesBank
72. Punjab and Maharashtra Co-Op BankLtd
73. Thane Janata Sahakari BankLtd

#### **E. FOREIGN BANKS**

74. ABN AMRO BANK N.V.
75. American Express BankLtd.
76. ANZ Grindlays Bank
77. Bank of America NT & SA
78. Bank of Tokyo Ltd.
79. Banque Indosuez
80. Banque National De Paris
81. Barclays Bank
82. Citi Bank N.A.
83. Hongkong & Shanghai Banking Corporation Ltd.
84. Mitsui Taiyokbe Bank Ltd.
85. Standard Chartered Bank
86. CHO-Hung Bank
87. HDFC Bank
88. IDBI Bank

**ANNEXURE – 12**

**Tender no 7200065857**

**DETAILS OF LITIGATION HISTORY**

- I M/s ..... participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

- I M/s ..... participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as **under**

<b>Sr. No</b>	<b>Year</b>	<b>Action taken</b>	<b>Name of the Organization</b>	<b>Remarks</b>
1				
2				
3				
4				
5				

- I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or in complete, then BMC can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

**Full Signature of the tenderer with Official Seal and Address**

(The above undertaking shall be submitted by the bidder on Rs.200/-stamp paper in pkt. )

## **Annexure – 13**

**Tender No : 7200065857**

**( on Rs. 500/- stamp Paper)**

### **PRE-CONTRACT INTEGRITY PACT**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

1. The Bidder will not offer, directly or through intermediaries , any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, and advisers shall observe the highest standard of ethics during the Bidding Process, Notwithstanding anything to the contrary contained herein, the authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practices or restrictive practice in the Bidding Process.

For the purpose of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them :

1. “ Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
2. “coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person participation or action in the Bidding Process ;
3. “Undesirable Practice” means (I) establishing contract with any person connected with or employed or engage by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or ( ii) having a Conflict of interest; and
4. “ Respective practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer / Bidder

**Annexure-A**

**Tender No : 7200065857**

**Irrevocable Undertaking**

**(on Rs. 500/- Stamp Paper with Notary )**

I Shri/Smt.....aged,.....years Indian  
Inhabitant,Proprietor/Partner/Director of M/s.....  
resident at.....do

hereby give Irrevocable undertaking as under :

1) I say & undertake that as specified in section 171 of CGST Act,2017 any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.

2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me fr its recovery including, but not limited to m an appeal to the Screening Committee of the GST Counsel.

3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.

4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.  
Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

**Solemnly affirmed at**

**DEPONANT**

**This day of**

**BEFORE ME**

**Interpreted Explained and Identified by me.**

## **Disclaimer**

The Corporation retains the liberty to change the specifications of the items to be supplied, the terms of supply and other conditions prior to issue of the tender.

The suggestion / objections received may or may not be considered if the same is not in consonance with the requirements. BMC reserves it right to reject the same.

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