

# Brihanmumbai Municipal Corporation

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## Quotation for Procurement of Apple iMac and HP Printer.

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Quotation No. 7200037346

Date: 11.10.2022

Quotation Price: ₹220/- + GST@18%

### Information Technology Department

1<sup>st</sup> Floor, Old Bldg.,

Mun. Head Office, Mahapalika Marg,

Fort, Mumbai – 400001.

e-mail: [manager02.it@mcgm.gov.in](mailto:manager02.it@mcgm.gov.in)

Phone: 022-24811262/258

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**Brihanmumbai Municipal Corporation  
Information Technology Department**

e-Quotation Notice

**DIR /F-235/ IT Dated 11.10.2022**

The Brihanmumbai Municipal Corporation invites e-quotations from the registered Vendors dealing in the line.

Description of Work	e-Quotation bid No.	Cost of Quotation form	Earnest Money Deposit (EMD)	Delivery Period	Due Date for submission of Quotation
Quotation for Procurement of Apple iMac & HP Printer	7200037346	₹ 220/- + 18% GST	₹ 3,500/-	15 days	20.10.2022 up to 04.00 PM

The quotation form can be downloaded from BMC portal (<https://portal.mcgm.gov.in>). The applicants/bidders not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-quotation process & obtain login credentials to participate in the online bidding process. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided on BMC Portal <https://portal.mcgm.gov.in> and <https://tendering.mcgm.gov.in>.

The bidder shall pay the EMD online as shown above on or before the due date. No exemption from payment of Earnest Money Deposit will be given to the bidder.

Bidding Process will comprise online process. The bidder should submit all eligibility / technical document online on e-tendering portal <https://tendering.mcgm.gov.in>.

The Quotations will be opened in front of the bidders who wish to attend.

The 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 or concerning or relating to the quotation 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-quotation(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this quotation will be published on the BMC portal only.

Sd/-  
Director (IT)

## e-Quotation

1. This invitation for e-quotation follows the general procurement notice which displayed on BMC portal.
2. **Data Sheet:**

#	Information	Details
<b>A. Introduction</b>		
1	Project Name	<b><i>Procurement of Apple iMac &amp; HP Printer .</i></b>
2	Bid Document reference No	7200037346 Dt. 11.10.2022
3	Bid Document Price (Not Refundable)	Rs. 220/- + GST@18%
4	Bid Download Start Date & Time	<b>12.10.2022</b> from <b>11.00</b> Hrs.
5	Bid Download Due Date & Time	<b>20.10.2022</b> upto <b>16.00</b> Hrs.
6	Earnest Money Deposit (EMD)	₹3,500/-
7	EMD Submission Due Date & Time	<b>20.10.2022</b> upto <b>16.00</b> Hrs.
8	Address for the EMD to be submitted	Online only.
<b>B. Bid Presentation</b>		
9	Contact Information	Manager-02 (IT) <a href="mailto:manager02.it@mcmgm.gov.in">manager02.it@mcmgm.gov.in</a> 022-24811258/262
10	Last date (deadline) for receipt of proposals in response to Bid Document notice	<b>20.10.2022</b> upto <b>16.00</b> Hrs.
11	Place, Time and Date of opening of quotation received in response to the Bid Document notice	<b>20.10.2022</b> after <b>16.00</b> Hrs. IT Department, Worli data center, Engg. hub building, Dr. E. Mosses road, Worli, Mumbai - 400018.
12	Place, Time and Date of opening of Financial proposals received in response to the Bid Document notice	<b>21.10.2022</b> after <b>15.00</b> Hrs. IT Department, Worli data center, Engg. hub building, Dr. E. Mosses road, Worli, Mumbai - 400018.

3. The rates shall be firm and no variation will be allowed subsequently on any account.
4. BMC reserves the right to accept or reject or cancel any quotation or relax any part of the quotation offer without assigning any reason thereof.

## 5. Eligibility Criteria

- a. The bidder must be vendor or supplier of the equipment to be supplied;
  - b. The bidder must have carried out minimum 2 IT related / similar work within last 3 years in any of BMC or Govt. Office.
  - c. The bidder should have sound financial background and not be insolvent in receivership, bankrupt or being wound up;
  - d. The bidder should be a positive net worth firm for each of the last three years. The bidder should submit certificate from Charter Accountant showing annual turnover of minimum ₹ 1,00,000/- for the last 3 (three) financial years;
  - e. Neither the bidder nor the OEM should have been blacklisted by the Central Government, any State Government or Government Corporations of India.
6. The supplier/bidder shall upload the following documents in **Packet - A**:
- a. Copy of Quotation Document;
  - b. shops and establishment / Company registration certificate;
  - c. Copy of PAN Card  
of his own, in case of retailer/dealer/supplier/distributor,  
of proprietor if proprietary/ownership firm, of company if Pvt. Ltd. company, of firm if partnership firm, of Sansthas/Society or Trust, in case of the Sansthas/Societies/Trust which are registered under Public Trust Act1950/Registration Act 1860/ The Maharashtra Co-op. Societies Registration Act 1960 (whichever is applicable).  
However, in case of public limited companies, semi-government undertakings, Government undertakings, no Pan Document will be insisted;
  - d. Photographs of individuals, proprietor or all partners as the case may be;
  - e. Copy of valid Sales Tax/Central Sales Tax/VAT/GST registration Certificate (whichever is applicable);
  - f. Bidder's Profile (Annexure "E")
  - g. Copy of power of attorney (if applicable). Such power of attorney must be registered in cash section of Finance Department of BMC.
  - h. Latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm. Such partnership deed/RC/MOU must be registered in cash section of Finance Department of BMC.
  - i. Solvency certificate of ₹ 1 Lakh from the Nationalized / Scheduled / Foreign Banks approved by BMC and issued not more than 6 months earlier as on due date;
  - j. Copy of balance sheet / Turnover for last 3 financial years (audited by CA);
  - k. Copy of Income tax returns for last 3 financial years.
7. The supplier/bidder shall upload the following documents in **Packet - B**:
- a. Copy of min. Two Past Performance/experience projects/work orders.
  - b. Copy of Technical Specifications with compliance remarks;
  - c. Product Data Sheet of quoted make/model;

## 8. Taxes and Duties

- a. G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. The bidder must quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.
- b. Wherever the services to be provided by the bidder falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any.
- c. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for

overall market situation shall be made as per price variation and if there any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of GST Act.

- d. The successful bidder shall submit an Irrevocable undertaking on stamp paper regarding GST rates in the prescribed format as attached (**Annexure "G"**) along with CA Certified letter regarding compliance of GST Anti Profiteering Rules.

## 9. Currencies

- a. The Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied in the currency of India i.e. INR (₹).

## 10. Earnest Money Deposit (EMD)

- a. The quotation need to be secured by EMD as mentioned in Data Sheet.
- b. EMD shall be paid online on e-tendering portal.
- c. Any quotation not accompanied by a substantially acceptable EMD in accordance with Clauses 11.b. shall be rejected by the BMC as non-responsive.
- d. The 10% of EMD may be forfeited:
  - i. If it is found that bidder has not submitted required documents, then bidder will be intimated to comply with the said requirement within three (3) days from the opening of quotation and if the bidders fails to do so;
- e. If the Bidder incurs any of the actions prescribed in Clause 10.d.(i), the Borrower may declare the Bidder ineligible to be awarded contracts by the Employer for a period of **3** years.
- f. EMD, may be forfeited:
  - i. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid submission form or any extension of validity the bidder has agreed to; or
  - ii. in the case of the successful Bidder, if the Bidder fails to:
    - 1. sign the Contract Agreement; or
    - 2. furnish the Performance Security
- g. Unless executed or forfeited, EMD, if any, will be returned as promptly as possible to,
  - i. All Bidders upon annulment of the bidding.
  - ii. Bidders refusing a request to extend the period of validity of their bids.
  - iii. The successful Bidder once it has furnished a valid Performance Security as required;
  - iv. The unsuccessful Bidders other than first four lowest bidder, immediately without waiting for those bidders request to release the EMD;
  - v. The unsuccessful third and fourth lowest Bidder only after receiving request from those bidders; after returning EMD on receipt of request of Bidders, they are not eligible for award of contract if recommended by purchasing committee.
  - vi. The second lowest Bidder after issuing acceptance letter to the successful first lowest bidder.
- h. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

### Note:

- i. **Curable Defect shall mean shortfalls in submission such as:**
  - 1. **Non-submission of following documents,**
    - a. **Valid Company Registration Certificate.**
    - b. **Valid Bank Solvency**
    - c. **Tax Registration Certificate (VAT/CST/GST)**

- d. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
- e. **Partnership Deed, Power of Attorney documents**
- f. **Undertakings as mentioned in this document.**
- 2. **Wrong calculation of Bid Capacity,**
- 3. **No proper submission of experience certificates and other documents, etc.**
- ii. **Non-curable Defect shall mean**
  - 1. **In-adequate submission of EMD/ASD amount,**
  - 2. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**

#### **11. Delivery**

- a. The quotation shall include free delivery at site/address mentioned in work order. The material delivered shall be accompanied with authorised challan/invoice.

#### **12. Completion period**

- a. The period for the delivery of the material shall not exceed **15 days** from receipt of the work order.

#### **13. Period of Validity**

- a. Quotation shall remain valid, at a minimum, for the period of **180 days** after the deadline date for submission of quotation prescribed by the BMC. A quotation valid for a shorter period shall be rejected by the BMC as non-responsive. However, Bidders are responsible for adjusting the dates in the quotation in accordance with any extensions to the deadline date of quotation submission.
- b. In exceptional circumstances, prior to expiry of the quotation validity period, the BMC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award.

#### **14. Submission of Quotation**

- a. Complete bidding process will be online (e-Tender) in three packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site
- b. Bidding documents can be seen, downloaded and submitted in electronic format on the BMC website. The deadline for submission of bid is specified in Data Sheet of this document.
- c. The quotation shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.
- d. The BMC may, at its discretion, extend this deadline for submission of quotation by amending the Documents, in which case all rights and obligations of the BMC and Bidders will thereafter be subject to the deadline as extended.
- e. There should be no mention of bid prices in any part of the bid other than the Commercial Bid (Item Data).

#### **15. Opening of Quotation**

- a. BMC shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Data Sheet.
- b. Once the bids are opened each bid will be checked for pre-qualification criteria.
- c. After the technical evaluation is completed and BMC has issued its no objection (if applicable), BMC shall notify those Bidders whose proposals did not pass the

technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.

- d. BMC shall simultaneously notify in writing or through email to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.
- e. The BMC's evaluation of a quotation will be made on the basis of Total prices quoted.
- f. The BMC will award the Contract to the Bidder whose quotation has been determined to be substantially responsive and the Lowest Evaluated quotation, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily.
- g. If there is more than one bidder having the lowest offer, the committee reserves the right to select the vendor(s) base on the past performance and that will be binding on all vendors.

## **16. Payment Terms**

- a. The Supplier's request for payment shall be made to the MCGM in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered and Installed, and by documents submitted and upon fulfilment of other obligations stipulated in the quotation.
- b. As per Municipal procedure the payment will be made within 30 days from the receipt of the correct bill subject to verification as per normal rules. In case of supply of any material, the payment will be made within 30 days from the receipt of the bill subject to satisfactory test of the material including its installation, if any.
- c. The mode of Payment will be ECS/NEFT/RTGS or CBS only.
- d. Ninety (90%) percent payment of the total Contract Price for this category will be paid against Supply and Installation of the material and submission of Performance Security. Balance Ten percent (10%) Payment of the total Contract Price will be paid against execution of contract.

## **17. Performance Security/Contract Deposit**

- a. The Supplier shall, provide a security for the Contract in the amount equal to **5 (Five)** percent of the Contract Price and same will be retained up to the completion of contract + 6 months.
- b. The security shall be a bank guarantee in the form provided in the **Annexure "C"** of the Documents.
- c. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than thirty (30) days after its expiration.
- d. During the Warranty Period, the Performance Security/Contract Deposit shall not be reduced i.e. remain valid for the entire warranty period without any reduction.
- e. Stamp Duty applicable for Performance BG is 0.5 per cent for the amount secured by B.G. subject to the maximum of Ten Lakh rupees

## **18. Contract**

- a. If the cost of work is ₹50,000 and above, then the successful Supplier shall enter into a written contract in the municipal prescribed form for the supply/work to be carried out.
- b. Legal & Stationary charges

Contract Value						Indicative Legal+ Stationery Charges (₹)
<b>From</b>	₹	0	To	₹	50,000/-	Nil
<b>From</b>	₹	50,001/-	To	₹	1,00,000/-	6,290/-
<b>From</b>	₹	1,00,001/-	To	₹	3,00,000/-	10,380/-

- c. Supplier failing to execute the contract within 15 days from the receipt of the contract documents, shall be deemed to have committed a breach of the undertaking given by them in their quotation and the Municipal Commissioner may forfeit the EMD and his quotation/tender shall stand rejected.
- d. Stamp Duty applicable for Contract Agreement is ₹ 500.

### 19. Penalty

- a. For failure to comply with the order placed for work / supply/ Maintenance of the articles within the stipulated period, a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10% of the contract sum.

### 20. Undertaking for best prices & non-Blacklisting

- a. The successful bidder shall submit an undertaking on stamp paper in the prescribed format as attached wherein the bidder shall declare that their firm is not under any penal action such as Demolition, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government Undertaking etc. and they have offered the best prices for such supply / work and that they have not quoted lower prices for the same supply / work to any other agency including Govt. / Semi Govt. agencies and also within the MCGM. (**Annexure "A"**).

### 21. Certificate of registration under EPF&M Act and ESIC Act

- a. It is necessary to submit the valid registration certificate under EPF & M Act, 1952 for the bidders on whose establishment total labours /persons are 20 or more. OR declaration on stamp paper if registration under EPF & MP Act1952 is not applicable in case of labours/persons less than 20 in the establishment as per **Annexure "A"**.
- b. It is also necessary to submit the valid registration certificate under ESIC Act, 1948 OR declaration on Stamp Paper if registration under ESIC Act 1948 is not applicable as per **Annexure "A"**.

### 22. Legal Jurisdiction

- a. In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim; dispute or difference shall be instituted in a competent court in the city of Mumbai only.
- b. If any dispute, difference or claim is raised by either party relating to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned D.M.C. who shall constitute a committee comprising of 3 officers i.e. concerned D.M.C. or Director (IT), Ch. Eng. other than the Eng. of contract & concerned C.A. The committee shall give decision in writing within **60 days**.

- c. Appeal for the order of the committee may be referred to M.C. within 7 days. Thereafter M.C. shall constitute the committee comprising of 3 D.M.C. including D.M.C. in charge of finance department. The decision given by this committee shall be final & binding upon the parties.

### **23. Force Majeure**

- a. Notwithstanding the provisions of Clauses 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the BMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Supplier shall promptly notify the BMC in writing of such condition and the cause thereof. Unless otherwise directed by the BMC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Director (IT)**

To,  
Director (IT),  
Brihanmumbai Mahanagarpalika  
Mahanagarpalika Marg,  
Mumbai - 400 001.

Sir,

I/We have read all the Terms and Conditions as stipulated in the above Quotation Notice and accept the same.

Yours Faithfully,

Bidder's Signature, Address,  
Office Stamp & Telephone No., if any

Copy to :

M/s .....

.....

## Specification

### 1. Minimum Specification - Apple iMac

Sr. No	Item	Description	Bidders Remarks
1	Make & Model	Apple iMac latest generation – Silver Colour	
2	Processor/Chip	Apple M1 Chip, 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, 16-core Neural Engine	
3	Storage Capacity	512GB SSD	
4	Display	24 inch (60.96cm) 4.5K Retina Display, 4480x2520 resolution with support for 1 billion colours, 500 nits brightness	
5	Video support and Camera	1080p Face Time HD camera, Simultaneously supports full native resolution on the built-in display at 1 billion colours, Thunderbolt 3 digital video output.	
6	Memory	8GB	
7	Audio	High-fidelity six-speaker system, wide stereo sound, Studio quality three-mic array with high signal-to-noise ratio, support for “Hey Siri”	
8	Wireless	Wi-Fi :- 802.11ax Wi-Fi 6 wireless networking IEEE 802.11a/b/g/n/ac compatible  Bluetooth :-Bluetooth 5.0 wireless technology	
9	Connections and Expansion	3.5mm headphone jack  Two Thunderbolt /USB 4 ports with support for: DisplayPort Thunderbolt 3(up to 40 Gbps) USB 4 (up to 40 Gbps) USB 3.1 Gen 2 (up to 10 Gbps)  Thunderbolt 2, HDMI, DVI and VGA supported using adapters (sold separately)  Configurable with Gigabit Ethernet	
10	Electrical and Operating Requirements	Line voltage:100–240V AC  Frequency:50Hz to 60Hz, single phase	

		Operating temperature:10° to 35°C (50° to 95° F) Relative humidity:5% to 90% non-condensing Operating altitude:tested up to 5,000 metres(16,400 feet)	
11	Operating System	macOS Latest	
12	Input	Magic Keyboard with touch ID Magic Mouse	
13	Warranty	1 Year	

## 2. Minimum Specification - HP Printer

Sr. No	Item	Description	Bidders Remarks
1	Make & Model	HP Wireless InkTank 415	
2	Function	Print, Scan, Copy	
3	Output	Colour	
4	Print Speed	A4: 19 PPM Mono, 15 PPM Colour	
5	Print Resolution	Max 4800x1200 dpi	
6	Input Tray	60 Sheets	
7	Output Tray	25 Sheets	
8	Scan Resolution	Up to 1200x1200 dpi	
9	Scan Speed	Up to 21 seconds	
10	Copies	Up to 9 copies	
11	Connectivity	Wi-Fi, USB	
12	OS Compatibility	Windows 11, 10, 8.1,8, Windows Vista, MacOS X, 11, 12	
13	Warranty	1 Year	

Supply & Installation including accessories and demonstration of the system

**Bidders Stamp & Signature**

### 3. Warranty and Support

#### 3.1 Warranty

- 3.1.1 The bidder/supplier shall provide on-site comprehensive warranty for a period of **1 year** for Apple iMac & HP Printer from the date of delivery/installation of the material.
- 3.1.2 Any defect observed within 12 months of the supply, the bidder shall be obliged to replace the equipment without making any charge.
- 3.1.3 The warranty shall cover the hardware equipment including spare parts/components, bundled software and other accessories if any excluding consumable items.
- 3.1.4 During warranty period all driver software up-gradation, installing patches, support and services shall also be provided at no extra cost.
- 3.1.5 If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment / software by the vendor at no cost to the BMC.

#### 3.2 Help-desk & Support

- 3.2.1 Supplier Vendor would provide the 24/7 help-desk support services through telephone/e-mail/Fax/Written Letter where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which user should be able to track the action taken on his complaint through a support portal. For this vendor should submit the escalation matrix with contact details to the BMC.
- 3.2.2 On receiving complaint about material/equipment or services, the vendor /service support partner will respond and repair/replace or provide required services as per scheduled given below:

Location	Response Period (Visiting Site)	Resolution Period (After Response Period)
Within Mumbai Limit	24 Hrs.	24 Hrs.
MCGM Site outside Mumbai Limit	24 Hrs.	48 Hrs.

- 3.2.3 Public Holidays as declared by MCGM will be excluded for the above downtime calculation. Any Complaint about failure in the equipment supplied / any accessories thereof should be resolved/redressed as per above schedule from the time of lodging of complaint, failing which a replacement should be given till the equipment is repaired. In case of software, it shall be replaced.
- 3.2.4 In case vendor fails to meet above standards of maintenance, penalty will be applicable as **₹200/- or 0.5%** of the equipment purchase value per day per equipment whichever is higher.
- 3.2.5 In case the equipment is not repaired/replaced within two week, the penalty will be charged at 5 (Five) times of the penalty shown above.
- 3.2.6 If the original equipment is/are replaced by temporary substitute equipment within resolution period, the penalty will not be charged for two weeks from the date of substitution /replacement. If the same is not repaired/ replaced within two weeks, the penalty at the above rate will be

charged thereafter for one week and the same shall be 5 times thereafter.  
The penalty shall be deducted from the Performance guarantee.

- 3.2.7 If the total penalty reaches an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee.

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## Annexure – “A”

### Undertaking to be signed by the bidder

(To be filled in and signed by the bidder and to be submitted on non judicial paper of ₹500/- duly notarized by Notary Public. / First Class Magistrate along with bid)

Date: \_\_\_\_\_

Quotation/Bid No.: \_\_\_\_\_

Due Date: \_\_\_\_\_

### AFFIDAVIT

To,  
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/Tender and agreed to by me/us, give following undertaking.

4. I / we have thoroughly read and understood the terms and conditions as indicated in this bid document and accept all the terms and conditions.
5. I / we have also appraised myself / ourselves with BMC., actual nature of supply/installation of equipment, working and other prevalent conditions.
6. I / we hereby confirm that I / we will be able to carry out the supply/ installation/commission offered by me /us as per specifications indicated in the bid after compliance of all the required formalities within the specified time at the quoted rates. If accepted by BMC. undertaking is submitted as a Commitment to provide necessary service as mentioned in bid.
7. I / We have inspected the area covered by this contract.
8. I / We agree to abide the regulations of the BMC now in force or which may come into force, during the currency of the contract.
9. I / We also undertake to carry out the work without any interference, what so ever to the supply/installation/operation of the equipment/plant.
10. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the BMC area if BMC feels that the said person is an undesirable element or is likely to create mischief. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the BMC as final and binding on us.
11. I / We shall not sublet the work of supply/installation/operation to any agency without the prior approval of the BMC.
12. I / We agree to execute an agreement in the Performa given and shall bear necessary cost of stamp duty as per Government directive in this regard.

13. I / We also agree to undertake to carry out all types of work covered under Items of this bid as ordered from time to time by the In Charge or by his authorized representatives.
14. I/we hereby declare that the information furnished in the bid is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by BMC and EMD shall stand forfeited and I /we liable for action as per term and condition .
15. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC
16. I/we solemnly confirm the compliance of all the requirement / Condition of the bid documents.
17. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
18. I/ we \_\_\_\_\_ hereby further state & declare that I/We
  - a. agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Black-listing, De-registration etc. by any Government, Semi-Gov. And Govt. undertaking etc.
  - b. undertake to communicate if my /our form comes under any penal action such as Demotion, Suspension, Black-listing, De-registration etc. by any Government, Semi-Gov. And Govt. undertaking etc.
  - c. further agree and undertake that, at any stage of tendering, if the said information is found incorrect, it should be Lawful for the BMC. To forthwith debar me/us from the tendering procedure and initiate appropriate penal action.
19. \* I/We, \_\_\_\_\_ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
20. \* I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

**OR**

I/We -----hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production activity.

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948.

(\* Strike out if not applicable)

21. I/We do hereby further undertake that, we have offered the best prices for the subject supply/work as per present market rates. **Further, we do hereby undertakes and commits that we have not offered/supplied the subject product/similar product/system or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in present bid to any other outside agencies including Government/Semi Govt. agencies & within the MCGM also.** Further, we have filled in the accompanying quotation/tender with full knowledge of the above liabilities & therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit &

blacklisting, for giving any information which is found to be incorrect & against the instructions & directions given in this behalf in this quotation/tender.

I/We further agree & undertake that in the event it is revealed subsequently after allotment of work/ contract to me/us, that any information given by me/us in this quotation/tender is false or incorrect, I/We shall be compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the corporation in any manner & will not resist any claim for such compensation on ground whatsoever. I/We agree & 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 different 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 been arisen. In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit and blacklisting may be taken against me/us.

I/We Solemnly confirm the compliance of all the requirements / conditions of the tender document.

Full Name and complete address with  
Tel. Nos. & Email address of  
all Partners.

Full Signature of the bidder  
with Official Seal & Address

**WITNESS:**

1) Full Name \_\_\_\_\_  
and Address \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

2) Full Name \_\_\_\_\_  
and Address \_\_\_\_\_

\_\_\_\_\_  
**Signature** \_\_\_\_\_

## Annexure – “B”

### List of approved Banks

- 1) As per the CA(F)'s Circular CA/FBK/39 Dt. 07.12.2012, the following banks with their Branches in Greater Mumbai 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 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 limits categorically endorsing thereon that the 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.

Nationalized Banks.		
Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Indian Bank
Indian Overseas Bank	Punjab & Sind Bank	Punjab National Bank
State Bank of India	UCO Bank	Union Bank of India
Private Sector Banks.		
Axis Bank Ltd.	Bandhan Bank Ltd.	CSB Bank Ltd.
City Union Bank Ltd.	DCB Bank Ltd.	Dhanlaxmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd	ICICI Bank Ltd.
IndusInd Bank Ltd	IDFC First Bank Ltd.	Jammu & Kashmir Bank Ltd.
Karnataka Bank Ltd.	Karur Vysya Bank Ltd.	Kotak Mahindra Bank Ltd
Lakshmi Vilas Bank Ltd.	Nainital Bank Ltd.	RBL Bank Ltd.
South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	YES Bank Ltd.
IDBI Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
Abhyudaya Co-Op. Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.	Bharat Co-Op. Bank Ltd.
Bombay Mercantile Co-Op. Bank Ltd.	Citizen Credit Co-Op. Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
Greater Mumbai Co-Op. Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janata Sahakari Bank Ltd.
Kalyan Janata Sahakari Bank Ltd.	Kapol Co-Op. Bank Ltd.	Mahanagar Co-Op. Bank Ltd.
Mumbai District Central Co-Op. Bank Ltd.	NKGSB Co-Op. Bank Ltd.	New India Co-Op. Bank Ltd.

Parsik Janata Sahakari Bank Ltd.	Punjab & Maharashtra Co-Op. Bank Ltd.	Rupee Co-Op. Bank Ltd.
Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Thane Bharat Sahakari Bank Ltd.
Thane Janata Sahakri Bank Ltd.	The Cosmos Co-Op. Bank Ltd.	The Shamrao Vitthal Co-Op. Bank Ltd.
The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
Australia and New Zealand Banking Group Ltd.	Westpac Banking Corporation	Bank of Bahrain & Kuwait BSC
AB Bank Ltd.	Sonali Bank Ltd.	Bank of Nova Scotia
Industrial & Commercial Bank of China Ltd.	BNP Paribas	Credit Agricole Corporate & Investment Bank
Societe Generale	Deutsche Bank	HSBC Ltd
PT Bank Maybank Indonesia TBK	Mizuho Bank Ltd.	Sumitomo Mitsui Banking Corporation
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	Cooperative Rabobank U.A.	Doha Bank
Qatar National Bank	JSC VTB Bank	Sberbank
United Overseas Bank Ltd	FirstRand Bank Ltd	Shinhan Bank
Woori Bank	KEB Hana Bank	Industrial Bank of Korea
Kookmin Bank	Bank of Ceylon	Credit Suisse A.G
CTBC Bank Co., Ltd.	Krung Thai Bank Public Co. Ltd.	Abu Dhabi Commercial Bank Ltd.
Mashreq Bank PSC	First Abu Dhabi Bank PJSC	Emirates Bank NBD
Barclays Bank Plc.	Standard Chartered Bank	NatWest Markets Plc
American Express Banking Corporation	Bank of America	Citibank N.A.
J.P. Morgan Chase Bank N.A.	SBM Bank (India) Limited*	DBS Bank India Limited*
Bank of China Ltd.		

## Annexure – “C”

### Performance Security (Bank Guarantee Form)

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, BETWEEN THE **(Name of the Bank and address)**, Bank incorporated under the Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as “the Bank” which expression shall be deemed to include its successors and assigns) of the first part and **(Name of the Bidder and address)** under the style and name of Messer’s **(name of the Bidder)**, a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as ‘the Contractor/s’) of the second part and \_\_\_\_\_ **THE MUNICIPAL COMMISSIONER FOR BMC** (hereinafter referred to as ‘the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the their part and **BRIHANMUMBAI MUNICIPAL CORPORATION** (hereinafter referred to as ‘the Corporation’) of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner Tender/Quotation for the executive of the work of \_\_\_\_\_ and the terms of such Tender/Quotation/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of ₹ \_\_\_\_\_ (in figures and words \_\_\_\_\_) AND WHEREAS If and when any such Tender/Quotation is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by the Commissioner towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly ad faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHERE AS according the Commissioner has agreed to accept Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹ \_\_\_\_\_ (in figures and words \_\_\_\_\_) under the terms of the said Tender/Quotation and / or the Contract. The Bank Guarantee is valid up to \_\_\_\_\_.

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to \_\_\_\_\_ in figures and words) and guarantee shall remain in force up to \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter.

IN WITNESS WHEREOF

WITNESS (1)

Name and

Address

WITNESS (2)

Name and

Address

the duly constituted Attorney Manager

The Bank and the said Messer's \_\_\_\_\_

\_\_\_\_\_ **(Name of the Bank)**

WITNESS (1)

Name and

Address

WITNESS (2) \_\_\_\_\_ for Messer's \_\_\_\_\_

Name and

**(Name of the Contractor)**

Address

## Annexure - "D"

### Bidders Profile

Particulars of Bidder (To be submitted in Bidder's Letterhead)

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Bidder	
2.	Postal Address	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	Constitution of the Company	
6.	Name & Designation of the person authorized to make commitments to the Municipal Corporation of Greater Mumbai.	
7	Email Address	
8	Year of commencement of business	
9	Turnover of the company for last 3 years	
10	Profit of the Company for last 3 years	
11	GST Registration Number	
12	PAN Document Number	
13	Mention all the third party certification (Please enclose the copies of the certificates)	
14	Brief Description of facilities available with the Bidder.	
15	Name of the Bank & Name of the Branch	
16	Bank Account Type & Number	
17	9 digit MICR No. of Bank & IFSC Code	

**Signature & Seal of the Bidder**

## Annexure - "E"

### Schedule of Quantity

Sub.: Quotation for Procurement of Apple iMac & HP printer.

Sr. No.	Description of Item	Quantity	Unit Rate ₹	GST		Total Price ₹	HSN/SAC Code	Warranty Period
				%	₹			
1	iMac Make: Apple Model: iMac 24" 512GB	1 No.						1 year
2	HP Wireless InkTank 415 Printer	1 No.						1 year
	Any other tax							
	Total Amount inclusive of all taxes							

In Words Rupees \_\_\_\_\_

\_\_\_\_\_

Bidder's full Address with Contact Details:

\_\_\_\_\_

\_\_\_\_\_

**Bidder's Signature & Seal**

## Annexure - "F"

### Contract Agreement Form

Quotation No..... Due on ...../...../.....

Sanction No.: .....

Contract for .....

During the period from.....to .....

Contract Price: .....

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 ( Hereinafter called 'the Contractor/s') of the FIRST PART  
and.....Shri / Smt. .... the  
Director/Dy. Municipal Commissioner in which expressions are included unless such inclusion is  
inconsistent with the context or meaning therefore include Director/Dy. Municipal Commissioner  
and any officers of Brihanmumbai Municipal Corporation authorized by the Director/Dy. 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 THIRD PART.

WHEREAS the Municipal Commissioner for BMC 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  
Director/Dy. Municipal Commissioner

AND WHEREAS the Director/Dy. 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  
..... and / or certain work mentioned in the schedule / specification here to  
annexed.

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

AND WHEREAS the said Contractor/s has / have furnished the General Undertaking and  
Guarantee for Rs...../- (Rupees.....) of Bank, for the payment  
interallia of the said amount of the Security/Contract Deposit in the office of ..... 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 in force, subject to the power of the HoD/ Dean..... for  
the time being to determine the same previously as hereinafter 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 said HoD / Dean..... / purchasing Officer as being of good quality and in good working order.

## **2. Supply to be made according to the Order**

The Contractor/s during the continuance of this contract shall supply the goods as per the specification of the Tender/Quotation Form and/or carry out any and/or works specified in the Tender/Quotation Form as per the order by the HoD/ Dean..... 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 HoD/Dean..... or purchasing Officer, within stipulated period after receipt of the respective Order / opening of Letter of Credit.

### **2(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 / Dean..... / 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.

### **2(b). Period**

Unless otherwise stated elsewhere in this Contract, goods 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.

## **3. Place of Delivery**

The goods ordered for shall be delivered by the Contractor/s at the office of....., 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 goods 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 goods shall be replaced forthwith by the Contractor/s and for which no charge of any nature whatsoever, shall be paid by the Municipal Corporation of Greater Mumbai.

## **4. Quality**

The goods 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 sign the same and in case of their not being approved shall be liable to be rejected.

## **5. Penalty for Inferior Supply**

If the goods supplied are found of inferior quality or not as per the specification, the Contractor shall replace the goods within .....days 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 Bidder 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.

## **6. Risk and Cost Purchase**

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the goods 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, which shall include a minimum charge of 5 %. In all cases of defaults, which may be raised to a maximum of 15 % in special cases at the discretion of the Commissioner 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.

#### **7. Submission of Bill**

The Contractor/s on completion of the delivery of the goods and after satisfactory Installation and commissioning of the Equipment and / or completion of the work mentioned in the respective order, shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory supply of goods/ commissioning of the said Equipment.

#### **8. 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.

#### **9. 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.....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.

#### **10. 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.

#### **11. Disputes etc. to be decided by the Commissioner**

If any dispute or difference shall arise between the HoD/Dean..... 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 HoD/ Dean ..... 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 them and the Municipal Commissioner shall decide the same.

#### **12. 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.

#### **13. 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 any 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.

#### **14. 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 debt or sum that may become 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.

#### **15. 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.

**16. Return of the Contract deposits:**

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder 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.

**17. 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 un-liquidated or of the said deposit of Rs..... becoming forfeited as hereinbefore 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/Quotation or Contract entered into by the Contractor/s with Commissioner and / or the Corporation.

**18. 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 inter se.

**19. 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.

**20. Singular – Plural**

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

**21. Meaning**

The Word 'The Municipal Commissioner' or 'Commissioner' wherever they occur in this Tender/Quotation or in the Contract shall be construed to mean 'Additional Municipal Commissioner'.

**22. 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.

### **23. Penalty**

If successful Bidder fails to comply with orders within the delivery period stipulated, the Municipal Commissioner / Dean (Hospital) / purchasing 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 price of the equipment which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery 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 Municipal Corporation of Greater Mumbai. OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

### **24. Guarantee/Warranty**

The Contractor/s shall for a period of ..... calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean or the purchasing Officer, the entire Machinery / Equipment / Furniture and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment / Furniture. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer / Agent during the guarantee / warranty period should bear the all the taxes, custom duties, and to & fro cost of transporting etc. of the Machinery / Equipment while the same is returned to India duly repaired by the Manufacturer. During the entire period of guarantee/warranty the Bidder shall replace the equipment and or part of the equipment entirely on its break down / non-functional, which shall be at the cost of the Bidder and includes the labour charges, transport charges and etc. shall also be borne by the Bidder. Also if during the period of guarantee, if the equipment fails to work as per the norms already decided the guarantee/warranty period will be extended by such period during which the equipment remains defective.

### **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 Bidder (ITB), General Conditions of Contract (GCC), Technical Requirement including the Forms, Annexures and Addenda (if any) thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

### **26. Operation of the Contract Clauses**

The .....or his / her successor/s for the time being holding the office of the ..... 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 ..... shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

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

SIGNED, SEALED AND DELIVERED

By.....

Of.....

In the presence of

1).....

2).....

SIGNED, SEALED AND DELIVERED

By.....

In the presence of

1).....

2).....

CONTRACTOR

The Common Seal of the Brihanmumbai  
Municipal Corporation was

Affixed on this .....day of .....

Two Thousand..... in the presence of

1).....

2).....

Two members of the Standing Committee  
Of the Brihanmumbai Municipal Corporation.

Witness.....

Municipal Secretary.....

.....

.....

S E A L

## Annexure-G

### Irrevocable Undertaking

(on ₹500/- Stamp Paper)

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 MCGM 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, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, 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

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.