

Brihanmumbai Municipal Corporation

Department: Municipal Printing Press

E-TENDER NOTICE

DMC/Gardens/344 dt 17.06.2022

Tender No- 7200036611

Brihanmumbai Municipal Corporation invites the following online tenders From **Only Process house who have facility to process the printing plates at 2400 dpi resolution are eligible to quote offer. Offer received from the agent/canvasser will kept out right.** The tender copy can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) under "e-procurement" section.

All interested bidders, whether already registered or not-registered in MCGM, are mandated to get registered with MCGM for e-tendering process. Login Credentials to participate in the on-line 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 on MCGM website. The bidders 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 e-Mudra CA.

MCGM has opened a help desk at the Manager, Municipal Printing Press's office to help the bidders in this regard.

The technical and commercial bids shall be submitted online up to the Bid End Date & Time mentioned below.

Sr. No.	Name of the work	Earnest Money Deposit (Rs)	E-Tender price Rs.	Bid Start Date & time	Bid End Date & time
1	Providing Processed Computer to Conventional Plates to Municipal Printing Press	Rs. 14,75,000 /-	Rs. 1500 +Rs.270/- <u>(18% GST)</u> Rs.1770/-	From 28 th Sept 2022 at 11.00 hrs	Till 4 th Oct 2022 at 16.00 hrs

The bidder shall have to pay the "E-Tender price" as mentioned in the above table through online payment gateway before downloading the tender documents.

Earnest Money Deposit (EMD) shall be paid online through payment gateway on or Before due date and time prescribed. The vendors having standing deposit shall also have to pay the full EMD amount online. The Authority (MCGM) 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 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. Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be

published in the local newspapers.

A)–The bidders fulfilling the following criteria are eligible to bid for tender.

Only Process house who have facility to process the printing plates at 2400 dpi resolution are eligible to quote offer. Offer received from the agent/canvasser will kept out right.

By the order of DMC (GARDENS)

Sd/-

**Manager,
Municipal Printing Press**

For details please scroll down

Brihanmumbai Municipal Corporation
Municipal Printing Press , 546, N M Joshi Marg

This is e-Tender

DMC/Gardens/344 dt 17.06.2022

Technical Specifications and Cost Estimate

Subject: Providing Processed Computer to Conventional Plates to Municipal Printing Press

Tender No.	7200036611
Contract Period	From the date of acceptance letter to two years
Total Estimated Cost	Rs. 14,75,000 /- Inclusive (18% GST)
Tender Deposit EMD	Rs. 29500/-

Technical Specifications:-

Sr. No.	Long Description	Size	Unit	Quantity
1	Rate per one processed computer to conventional plate (as per technical specification attach)	459mm × 525mm ×0.15mm (Technova Brand)	Nos.	5000 nos

Unit abbreviations Nos = Per one Processes computer to Conventional Plate of mentioned size.

Mandatory Condition for Tender:-

1. Supplying of Processed Printing Plates (with Laser process Exposing System) to the Municipal Printing Press.
2. Plates will be used on Heidelberg SM52 machine. (15" x 20").
3. Tenderer should give the baked plates. Cost of baking, proofing shall be inclusive. No extra payment will be done for the sub processes.
4. Plates will be counted per job per one colour.
5. The successful Tenderer will have to make sufficient arrangement of exposing capacity for MCGM Work.
6. The Rates should be inclusive of all charges for plates, Exposed Processing, Labour and Transport etc. Including collecting of soft copy from Municipal Printing Press and to deliver the correctly processed plates to the Municipal Printing Press within stipulated time limit.
7. Soft-copy supplied by Municipal Printing Press should be returned while delivering the processed plates.
8. Tenderer should have the facility to receive the artwork PDF by e-mail.

9. To avoid misuse of soft-copy, the successful tenderer will delete the artwork or softcopy after exposing the plates and will give undertaking according before completion of contract.
10. Rates quoted should be inclusive of GST.
11. BMC is not bound to order the full quantity of plates mentioned in the tender.
12. Purchase order will be raised on monthly basis and tenderer has to submit the bills along with delivery challan and job correspondences with officials of BMC.

Terms and conditions

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON MCGM PORTAL (<http://mcgm.gov.in>).

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

SPECIAL DIRECTIVES TO THE TENDERERS

1.	QUALIFICATION CRITERIA FOR TENDERER/ MANUFACTURER	Only Process house who have facility to process the printing plates at 2400 dpi resolution are eligible to quote offer. Offer received from the agent/canvasser will kept out right.																
2.	VALIDITY	Every tender shall remain open for acceptance for a minimum period of 90 days from the date of opening of tender. Tenders specifying validity less than 90 days shall be rejected outright.																
3.	SUPPLY	The successful tenderer should give the free delivery to Municipal Printing Press / Rota Printing Unit or as instructed by MCGM official within a MCGM limit within specified period from the date of placing order.																
4.	REPLACEMENT OF REJECTED MATERIAL	All substandard material will be rejected and the rejected material will have to be replaced at his own risk to the cost & consequence, by the supplier within six days from the date of intimation to the supplier. If the rejected material is not replaced by material of approved quality within aforesaid period, actions deem feet will be taken against him.																
5.	SOLVENCY	<p>The tenderer should upload solvency certificate as mentioned below from the Nationalized/Scheduled/Foreign bank issued valid for 12 months and the issue date should not be more than 6 months prior to due date of tender/within financial year.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Total Estimated Cost (Rupees in Lakhs)</th> <th style="text-align: center;">Solvency Certificate value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Above 300</td> <td style="text-align: center;">Rs.60 Lakhs</td> </tr> <tr> <td style="text-align: center;">Above 100 to 300</td> <td style="text-align: center;">Rs.30 Lakhs</td> </tr> <tr> <td style="text-align: center;">Above 50 to 100</td> <td style="text-align: center;">Rs.20 Lakhs</td> </tr> <tr> <td style="text-align: center;">Above 25 to 50</td> <td style="text-align: center;">Rs.15 Lakhs</td> </tr> <tr> <td style="text-align: center;">Above 10 to 25</td> <td style="text-align: center;">Rs.10 Lakhs</td> </tr> <tr> <td style="text-align: center;">Above 5 to 10</td> <td style="text-align: center;">Rs.5 Lakhs</td> </tr> <tr> <td style="text-align: center;">Up to 5</td> <td style="text-align: center;">Rs.1 Lakhs</td> </tr> </tbody> </table>	Total Estimated Cost (Rupees in Lakhs)	Solvency Certificate value	Above 300	Rs.60 Lakhs	Above 100 to 300	Rs.30 Lakhs	Above 50 to 100	Rs.20 Lakhs	Above 25 to 50	Rs.15 Lakhs	Above 10 to 25	Rs.10 Lakhs	Above 5 to 10	Rs.5 Lakhs	Up to 5	Rs.1 Lakhs
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6.	PENALTY	The condition No 28 of article of agreement is to be read as “Penalty ½ % per week or part there of subject to maximum limit @ 10% of the value of supply not received in time is to be deducted from the supplier’s bills.”																

7.	PANCARD WITH PHOTOGRAPH	<p>Tenderer should scan and upload his own “Pan Card” in case of retailer/ Dealers/Supplier /Distributor etc.</p> <p>In case of Company or firm the Tenderer should scan and upload 'PAN' Card of proprietor in case of proprietary /Ownership firm</p> <p>i. 'PAN' Card of Company in case of Private limited Company</p> <p>ii. 'PAN’ Card of a firm in case of Partnership firm</p> <p>The Santhas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1860 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) has to scan and upload the pan card of Santha Society or Trust only. However, in case of public limited companies, semi government undertakings, government undertakings, no 'PAN' documents will be insisted.</p>
8.	GST CERTIFICATE	<p>A document in support of Registration under Maharashtra ‘Goods & Service Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.</p>
9.	ORDER	<p>The successful Tenderer should supply specified goods after receiving indent from Municipal Printing Press / Rota Printing Unit with specified quantity mentioned in thereon, i.e. Indent will be placed by Municipal Printing Press / Rota Printing Unit as and when the material is required.</p>
10.	DELIVERY	<p>Free Successful Tenderer should make supply of 40 Exposed Plates within one day. (including of Sundays and Public Holiday) from the date of receipt of the order. Otherwise penalty will be charged as per sr no 6.</p>
11.	PAYMENT	<p>As per the Municipal procedure, the payment for work done / material supplied will be made within 30 days from the receipt of the bill, subject to verification as per normal rates. In case of supply of any articles, the payments shall be made within 30 days from the receipt of the bill subject to satisfactory test of the article.</p>
12.	PAYMENT OF EMD	<p>The tenderer shall have to pay EMD online. The vendors having standing deposit in MCGM should also have to pay the EMD Online.</p>
13.	REFUND OF EMD	<p>The EMD shall be refunded to the unsuccessful tenderers 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.</p> <p>OR</p> <p>The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM. The EMD of contractors, who</p>

		have submitted BG in lieu of 5% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office
14.	AUTHENTICATION OF THE DOCUMENTS	<p>The responsibility to produce correct authentication rests with the Tenderer, If any document detected to be forged, bogus etc ,the tender shall be rejected and the tender deposit forfeited .</p> <p>Any contract entered under such conditions shall also be liable to be canceled at any time during its currency and further penal action like criminal prosecution, blacklisting against the said contractors and /or the partners .The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damage thereof shall be recovered from the contractor/s dues.</p>
15.	TESTING OF SUPPLY SAMPLE (IF APPLICABLE)	<p>a) Sample from supply lot will be drawn on random basis, jointly by the representative of CPD, user Dept. and the representative of supplier for testing through Govt./Govt. approved Lab/Lab having NABL accreditation-</p> <p>b) Probability of sample testing should be-</p> <p>(t) — Three times during the one year contract period and</p> <p>(tt) — (ii) Six times during the two years contract period.</p> <p>e) If the test report of the supply sample is not found as per MCGM specification, the supply shall be rejected and-</p> <p>i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and-</p> <p>ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and</p> <p>iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.</p> <p>d) The supplier shall mention lot number for his supply.-</p> <p>e) Test report of Government/Government approved laboratory / Lab having NABL accreditation of supply sample sent for testing by M.C.G.M. will be considered as final and no correspondence will be entertained in this regard.-</p> <p>f) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed.-</p> <p>g) The sample from the supply lot will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor/s bill pending with the Corporation.-</p> <p>h) The test results will be circulated to all departments who have received material from the supplied lot. User department should not use the supplied material unless & until the satisfactory test report is received.-</p> <p>i) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier.-</p> <p>13. Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority.-</p> <p>j) No payment should be made to the contractor unless the samples from the supplied lot are found as per MCGM specifications and requirements.-</p>

16.	Taxes and levies	Rates quoted should be inclusive of all taxes, and GST
17.	Legal and Stationery charges Legal/03/ dt.24.03.2022	<p>Estimated Cost in Rs. Legal & Stationery charges</p> <p>Amount in Rs. Amount in Rs.</p> <p>Rs.10000/- Up to 50,000/- Nil</p> <p>Rs. 50,001/-Up to Rs.1,00,000/- Rs.6290/-</p> <p>Rs.1,00,001 to 3,00,000/- Rs.10380/-</p> <p>Rs.3,00,001 to 5,000000 Rs. 12470/-</p> <p>Rs.5,00,00,001 to 10,00,000 Rs. 14510/-</p> <p>Rs.10,00,00,001 to 20,00,000 Rs. 16570/-</p> <p>Rs.20,00,00,001 to 40,00,000 Rs. 18660/-</p> <p>Rs.40,00,00,001 to 1,00,00,000 Rs.20720/-</p> <p>Rs.1,00,00,001 to 10,00,00,000 Rs. 24450/-</p>
18.	Stacking (if applicable)	The successful tenderer will have to unload the Material and shall make necessary arrangements for stacking the same on pallets in the warehouse of press as directed by Municipal Printing Press.
19.	Litigation History	<p><u>Details of Litigation history.</u></p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'A'. If there is no litigation history, the bidder shall specifically mention in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12 .Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-12` for litigation history , DMC (GARDENS) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>

FLOW OF ACTIVITIES OF TENDER

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
2. Download the tender documents from the Tender section of M.C.G.M Portal after paying online requisite tender price.
3. Tender E.M.D. shall be paid online on or before due date and time of tender.
4. Simultaneous, on line submission of tender documents with details as specified in the tender & pro-forma in Annexures shall be done by bidder as per section No.- 4 of this tender document.
5. EMD will be paid online only via in SRM..
6. Administrative offer, i.e. Packet 'A' will be opened online on the due date & due time as stated in the Header Data in SRM.
7. Technical offer i.e. Packet 'B' will be opened online only of those bidder who are found responsive in evaluation of administrative offer, i.e. Packet 'A'.
8. Commercial bid i.e. Packet 'C' of responsive bidder who found to be responsive in the evaluation of administrative, technical offers will be opened online.
9. After sanction of Higher Authorities, issuance of the acceptance letter to successful bidder.
10. 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 fifteen days from the date of receipt of Acceptance Letter by successful bidder.

11. Supply of materials described in the specifications and as per terms & conditions. Check List of the Mandatory documents to be up loaded while submitting the Bid:-

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PACKETA:- (IT Is Compulsory to submit mark of “* “ Documnets Le annexure 4, 5., 6, and declaration of ECIC , solvency, EPF while uploading the Etender otherwise the tenderer who will not submitted the above mentioned documents will be treated as non-responsive.)

1. Particulars of the Tenderer (Annexure -1)
2. Form of undertaking of Mandatory Conditions (Annexure -2)
3. Under taking to be signed by the Tenderer (Annexure-3)
4. Declaration by the Tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure-4) on Rs. 500/- *
5. Affidavit for condition No13 & Best Rate as per the format (Annexure-5) on Rs. 500/- *
6. Declaration by the bidder by the for not being Blacklisted/Debarred on Rs. 500/- (Annexure 6) *
7. AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING (Annexure-7)
8. Signed copy of Tender Document
9. Firm/Company /Sanstha Registration Certificates
10. Solvency Certificate *
11. GST Registration Certificate as applicable.
12. Pan Card with Photograph.
13. Valid Certificate under ESIC Act 1948. OR Declaration on Rs. 200/- stamp paper if registration under ESIC Act not applicable. * (Annexure 10)
14. Valid Registration Certificate under EPF & M Act 1952 if 20 or more Workers are on the

establishment of Tenderer. OR Declaration on Rs.200/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.

* (Annexure 11)

15.Lowest Bidder should submit the Irrevocable undertaking on Rs.500/- Stamp Paper.

* (Annexure A)

16.Scan copy of Online EMD Payment.

17. Details of Litigation History (on Rs. 200/- stamp paper in Pkt A) (Annexure-12) *

18. PRE-CONTRACT INTEGRITY PACT (on Rs. 500/- stamp Paper) * (Annexure 13)

PACKET B:-

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER. Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant original documents on call within seven days, which have been scanned and uploaded with the bid, **it will be open to the department to consider the tender as Non Responsive.** Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the Technical bid of the bidder is found to be responsive. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

The documents 'Instructions to vendors' and the 'Articles of Agreement' which are available in e Tendering section of MCGM portal (e-tendering on MCGM portal – Tenders / manuals – Municipal Printing Press) make part of this tender document. All the tenderer are requested to down load and upload the “Articles of Agreement' for Municipal Printing Press is available at MCGM portal. This is as per the mandatory condition mentioned in the tender.

Tenderer shall note that if the condition in “General Instructions” and “Articles of Agreement” are in variance with the condition contained in the tender document ,the condition of the tender document shall prevail.

Affixing of digital signature anywhere while submitting the bid shall be deemed to 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.

On opening of Tender (Packet A, Packet B), if it is found that tenderer has not submitted required documents in Tender then the tenderer shall be intimated to comply with the said requirements of Packet A within 3 Days period and of Packet B within 3 days period from the opening of Tender. If he fails to do so, then 10% amount of the EMD/SD paid by him shall be forfeited.

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

**Sd/-
Manager,
Municipal Printing Press**

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

Clause No.5(A) for "Penalty for inferior supply from defaulting contractors /suppliers" of articles of agreement

If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant original documents on call within seven days, which have been scanned and uploaded with the bid, **it will be open to the department to consider the tender as Non Responsive**. Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the Technical bid of the bidder is found to be responsive. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

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On opening of Tender (Packet A, Packet B), if it is found that tenderer has not submitted required documents in Tender then the tenderer shall be intimated to comply with the said requirements of Packet A within 3 Days period and of Packet B within 7 days period from the intimation from this office or opening of Tender. If he fails to do so, then 10% amount of the EMD/SD paid by him shall be forfeited.

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority.

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 Government Directives

TENDERER'S FULL SIGNATURE

WITH RUBBER STAMP

Annexure -1

Bid No : 7200036611

Particulars about the tenderer- (Specimen copy)

(To be uploaded in PACKET A)

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
(In case of firms having more than one place, mention the nearest one).
 - b. Registered Head Office with Postal Address and Telephone Numbers
 - c. Mumbai Office address with Telephone Numbers.
5. Total annual turnover in the last Financial Year of the tenderer.
6. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - 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 etc.)
7. Whether tenderer is as Manufacturer / Distributor (State the 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).

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

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

Annexure -2
Bid No : 7200036611
Form of undertaking of Mandatory Conditions
(To be uploaded in PACKET A)

SUB: Supply of _____.
Tender No. _____

Due On _____

Mandatory Conditions of this tender:

1. Who can quote:- Only Process house who have facility to process the printing plates at 2400 dpi resolution are eligible to quote offer. Offer received from the agent/canvasser will kept out right.

2 Validity. Every tender shall be made open for acceptance for minimum period of 90 days from opening of the tender. Tenderer specifying validity for less than 90 days shall be rejected outright.

3 Testing/verification of the samples of the lowest tenderers if required will be carried out by MCGM & if not found as per specification, in such case his offer though lowest will not be considered.

4. Payment. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.

5. Contract deposit. Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained 6 months after 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, within the Mumbai City limit 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.

6. Delivery The Tenderer should give free delivery to user department of MCGM, within specified period from the date of placing the order.

7. Order The user department will place orders as and when required during the contract period.

8. Penalty Late supply or installation will be penalized as per Clause No. 38 of Articles of Agreement.

9. 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 and reserves the right to split the quantity amongst the eligible. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.

10. Contact details: Address, E-Mail, Tel. / Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.

11. Liquidated damage. The conditions of the contract provide for the damages for the late delivery as liquidated damages. In the event of late delivery of materials, the contractor shall pay to the MCGM liquidated damages a sum equal to half percent of tender price of the material/equipment supply late per week calculated from the ext day after the agreed delivery, period is over. This is subject to maximum limit @ 10% of the tender value of the equipment/ material. 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 purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without canceling the contract in respect of the consignment not yet due for delivery.

OR

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

The primary responsibility for the supply of items in time shall rest with the supplier

12. “THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW.”

If the tenderer does not upload scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co-operative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.13 and Best rate quoted as per annexure – 6.

13. In case one or more offers with the same prices are received, the Municipal Commissioner’s decision to accept any of the offers shall be final and the said decision shall be binding on the tenderers.

I / We have gone through the “General Instruction to the tenderer”, “The Articles of Agreement”, “Copy of Undertaking for mandatory Conditions” and “Technical Offer” and I / We agree to abide the same.

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

Annexure – 3
Bid No : 7200036611

Undertaking to be signed by the tenderer

(To be uploaded in PACKET A)

Tender No. :

Due Date:

To
Brihanmumbai Municipal Corporation

Sir,

I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to supply the _____ as mentioned in the tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items' Rates & Costs, which are herewith duly signed by me / us.

I / We _____ do hereby state & declare that I / We, whose names are given herein below in detailed 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 we are in any way related or concerned with any Establishment / Firm or any other person who have filled in the above case TENDER.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us, and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I / We agree to comply. I / We undertake to complete the delivery within the period stipulated after receiving an order.

I / We _____ have filled in the accompanying TENDER with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the EMD and blacklisting or any other penal action for giving any information which it is found to be incorrect and against the instruction and direction given in this TENDER and failure to execute the written contract.

I / We have already deposited the requisite amount of Earnest Money Deposit as mentioned in this tender Notice, in the office Manager, Municipal printing press before due date and due time.

OR

I am /We are on approved list of Registered Contractor with the Municipal Corporation of the Greater Mumbai as on due date of this tender and also have made payment of Standing Deposit with the office of the Chief Accountant, MCGM, as applicable on the due date of this tender. (Strike out whichever is not applicable)

I / We further agree & undertake that in the event if it is revealed subsequently after the allotment of 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 inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and 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 is withdrawn by the Corporation.

OR

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non acceptance of this tender has been first 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 tender before the date of communication to me/us or such notice of non acceptance, which date shall be not later than fifteen days from the date of the decision of the Standing Committee or of the Corporation, as may be required under the B.M.C. Act, not to accept this tender. And I/We agree that if contrary

to the agreement contained in this clause I/We withdraw the tender before the said date the earnest money deposited by me/us as aforesaid shall be liable to forfeiture by Brihanmumbai Municipal Corporation I/We also agree to the forfeiture of the said deposit if in the event of your accepting my/our tender, I/We fail to execute the contract or to make the security deposit when called upon to do so or fail to supply the goods ordered after acceptance of my/our tender in full or in part or fail to execute the orders placed on me/us.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

Yours faithfully,

**Full Signature of the tenderer with
Official Rubber Stamp.**

Full Name, Office & Residential Address of the Proprietor / Partners & E-mail Address.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				
4.				
5.				

Annexure-4
Bid No : 7200036611

**DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND ACCEPTANCE
OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS**

(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 along with bid)

To be uploaded in PACKET A

AFFIDAVIT

To,
Municipal Commissioner,
Municipal Corporation of Greater Mumbai.
Sir,

Ref your Tender No: _____.

I / we give following undertaking:

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with M.C.G.M., actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates,if accepted by M.C.G.M.
4. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises/area, if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of the MCGM.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender 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 M.C,G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by M.C.G.M., shall constitute a binding contract between me / us and M.C.G.M.
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
14. I/ we hereby certify that I/we was/ were never black listed by M.C.G.M. or not either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body.

Solemnly affirmed on this _____ the day of _____ 20 .

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

Annexure -5

**Bid No : 7200036611
MUNICIPAL PRINTING PRESS**

The undertaking to be obtained from the prospective bidders on Rs. 500/- stamp paper along with the tender should be as under-

Affidavit in terms of condition No 13 (Incl of 13A,13B and 13 C) of Articles of Agreement and for quoted Rate CA/CPD/36 dt. 3/11/2012

To,

The Municipal Commissioner,

For the Municipal Corporation to Greater Mumbai

Sir,

Bid No. _____ "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 _____
(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 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 up to – 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 MCGM 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 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 resist any claim for such compensation on any ground 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, differential logistic of transport etc. Considering this aspect, before invoking the penalty, blacklisting, 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 including forfeiture of deposit & blacklisting may be taken against me/us.

TENDERER'S FULL SIGNATUR
WITH RUBBER STAMP

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

Annexure 6

Format for Declaration by the bidder for not being Blacklisted / Debarred

(On Rs. 500/- Stamp paper)

UNDERTAKING CUM INDEMNITY BOND

We, (1) Mr. _____, (2) Mr. _____ and (3) Mr. _____ aged (1) _____ Yrs, (2) _____ Yrs, and (3) _____ Yrs respectively; Proprietor / Partner/ Directors / Power of attorney holders of the firm _____ having its office at _____

hereby gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the Brihanmumbai Municipal Corporation and/ or (Name of other Authority), having Registration number _____ valid up to _____ AND WHEREAS the Brihanmumbai Municipal Corporation had published the notice for the work of _____

_____ in Ward .

AND WHEREAS I/We want to participate in the said tender procedure, I/We hereby give an undertaking cum indemnity Bond as hereinafter appearing:-

I/We hereby agree to undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government undertakings etc.

I/We hereby further undertake to communicate if my/our firm comes under any penal action such as Demotion, Suspension, Blacklisting, DE-registration etc. by any Government, Semi-Government and Government undertakings etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure, if the said information is found incorrect, it should be lawful for the MCGM to forthwith debar me/us from tendering procedure and initiate appropriate penal action.

The undertaking-cum-indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and /or successor and assigns.

Place:

Dated:

Holder

Proprietor / Partner/ Directors / POA

(Seal of Firm/Co.) Identified by me BEFOR ME,

Annexure – 7

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING
(To be uploaded in PACKET A)

No. _____

Date: _____

To,
The Municipal Commissioner,
M.C.G.M.

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 8

Draft articles of agreement for the Supply of material/services equipment at the
M.C.G.M. Municipal Printing Press

Quotation / Tender due on _____

Standing Committee Resolution No _____ / **Addl. Municipal Commissioner'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 (Hereinafter called ' the Contractor/s') of the FIRST PART and _____ Shri / Smt. _____ the DMC (GARDENS)in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include DMC (GARDENS)and any officers of Brihanmumbai Municipal Corporation authorized by the DMC (GARDENS)and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.

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 DMC (Gardens)

AND WHEREAS the DMC (GARDENS)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 material/service 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 material/services/equipment and / or work thereof and his / their said Tender was accepted by the DMC (GARDENS)on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Municipal Printing Press as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____)

of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Municipal Printing Press 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 Deputy Commissioner 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 DMC / 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 retained 6 months after completion of contract period.

3. Supply to be made according to the Order

The contractor/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, as required by the any officer of the Corporation authorized in that behalf (such indents/requisitions to be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after the receipt of the respective indents/requisitions in such quantities as may from time to time be indented for such of the articles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule.

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 / 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, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order by the Corporation.

4. Place of Delivery

The material/provisions so indented for, unless otherwise specified shall be delivered by the Contractors at the office of establishment of the Corporation, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within Corporation's premises. The cost of any damage done by the Contractors or their agents to Corporation's property while delivering and stacking etc. the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractor/s as per the convenience of the individual department.

5. Quality

All articles supplied by the Contractor/s in accordance with the contract and 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. Quantity

The quantity in the schedule is approximate / fixed.

7. Penalty for Inferior Supply

If the articles supplied is found of inferior quality or not as per the specification, when tested the supply samples through Govt./Govt. approved Lab / having NABL accredited and test reports is not found in consonance with the pre-tested sample submitted along with the tender, the supply shall be rejected and

- i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
- ii) If the default committed is of second time, he is liable for penalty up to 20% of the total purchase cost and the firm shall be blacklisted for a period of three years and
- iii) If the default committed is of third time or more than that, he is liable for penalty up to 20% of the total purchase cost and the firm shall be permanently blacklisted.

8. Rejection & appeal

Municipal Printing Press or the indenting officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractors.

9. Fees

The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with inspection, and field or laboratory tests of stores and materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and the test results being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

10. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles 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 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.

11. Articles can be brought elsewhere

The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the Indenting Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

12. Submission of Bill

The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the Indenting Officer within 8 days from the date of the completion of such delivery/work.

13. 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.

14. 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.38,400/- deposited as Earnest Money Deposit & Rs._____ Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

15. 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.

16. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between the **DMC (GARDENS)** 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 DMC/ 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.

17. 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.

18. 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.

19. 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 condition 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.

20. 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.

21. 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 hereunder the said sum of **Rs. _____** or refundable money 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.

22. 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 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 or Contract entered into by the Contractor/s with Commissioner and / or the Corporation.

23. 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 sect.

24. 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.

25. Singular – Plural

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

26. 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 or Dy.municipal commissione

27. 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.

28. Penalty

If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ 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 price of the material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the material 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 Brihanmumbai Mahanagarpalika.

OR

To purchase elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

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

29. Guarantee

In case of contracts for items of plant and machinery, mechanical and electrical equipments, instruments, furniture and such other article etc., the Contractors shall, for a period of twelve calendar months after the acceptance and installation of the equipment, maintain, uphold and keep the same in thorough repairs and working order at their sole cost and expense and to the entire satisfaction of the Municipal Commissioner or the Municipal Printing Press or the Indenting Officer, the whole of 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

30. 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 articles/work shall form parts & parcel of these Contract Agreement.

31. Operation of the Contract Clauses

The DMC (GARDENS) or his / her successor/s for the time being holding the office of the D MC(DM) 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 Municipal Printing Press. shall be deemed to have been signed by the Municipal Commissioner or the DMC (GARDENS).

IN WITNESS WHEREOF the Contractors and DMC (Gardens) have here unto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

DMC (GARDENS) in the presence of

1) _____

2) _____

DMC(Gardens)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

Two members of the Standing Committee
Of the Municipal Corporation of Greater
Mumbai.

Witness _____

Municipal Secretary _____

Contract examined with the Tender and Resolution of the Standing Committee No _____ of _____ and found correct.

Sd/-

Manager
Municipal Printing press

Annexure – 9

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 Travenkore
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. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.

40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd

(E) FOREIGN BANKS

74. ABN AMRO BANK N.V.
75. American Express Bank Ltd.
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

PRO-FORMA FOR “Declaration for ESIC from Bidder
(To be uploaded in ENVELOPE ‘A’)

To,
Municipal commissioner
M.C.G.M Mumbai
Dear Sir,

Reference: E-Tender Document No.Dated

B)–We hereby **declare that ESIC 1948** is not applicable to our firm as our firm has less than 10 employee/person on our establishment (In case of production by use of energy) and 20 employee/ person on our establishment (In case of production without us of energy) up to date.

Є)–In future if nos. employee/person on our establishment will increase as stated above the valid registration certificate under ESIC. Act 1948 will be submitted immediately.

Your’s Faithfully,

(Signature With Date,Name & Designation)

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

Note: 1)This letter should be on the letter head of manufacturing firm and should be signed by person competent and having the power of attorney to legally bind the manufacturer.

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.

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

To,
Municipal commissioner
M.C.G.M Mumbai
Dear Sir,

Reference: E-Tender Document No.Dated

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

21. In future if nos. employee/person on our establishment will increase equal to or more than 20 nos.the valid registration certificate under E.P.F. & M. Act 1952 will be submitted immediately.

Your’s Faithfully,

(Signature With Date,Name & Designation)
For and on behalf of M/s.....

Note:

- 1)This letter should be on the letter head of manufacturing firm and should be signed by _____ person competent and having the power of attorney to legally bind the manufacturer.
- 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 – 12

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**

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

- I further declared that information furnished above is correct, and in future, if MCGM finds that information disclosed is false or in complete, then MCGM 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. B)

Annexure – 13

(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 MCGM, 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 MCGM 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 MCGM 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 MCGM 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

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 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 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, MCGM reserves it right to reject the same.

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