

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**Public Health Department**  
**Insecticide Branch**

Name of Work : Supply of Printers, for the use of Insecticide Branch, 5<sup>th</sup> floor, Hawkers Plaza, Janata Cloth Market Bldg, Senapati Bapat Marg,Dadar (W), Mumbai – 400 028

E. M. D. : Rs. 10,444/-

Tender ID : 2026\_MCGM\_1286215

INSECTICIDE OFFICE, 5<sup>TH</sup> FLOOR, HAWKERS PLAZA BLDG,  
JANATA CLOTH MARKET, SENAPATI BAPAT MARG,DADAR  
(W), MUMBAI.

**Website** : <https://mahatenders.gov.in>

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**1. E-TENDER NOTICE**  
**BRIHANMUMBAI MUNICIPAL CORPORATION**

5<sup>th</sup> floor, Hawker Plaza Bldg, Janata Cloth Market, Senapati Bapat Marg, Dadar,(w) Mumbai 400028

**E-PROCUREMENT TENDER NOTICE**

**Tender No. 2026\_MCGM\_1286215**

**HO/ 3916 / IO / Acct. Dt. 16.02.2026**

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply online by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration

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

<b>Sr. No.</b>	<b>Description</b>	<b>Tender Fee (Rs.)</b>	<b>EMD (Rs.)</b>	<b>Publishing date &amp; Time for online Bid Downloading</b>	<b>End date &amp; Time for online Bid Submission</b>
1	Supply of "Printers" For Insecticide Office	Rs. 1,714/- (Rs. 1,452/- + 18% GST)	Rs. 10,444/-	13.03.2026 at 11.00 Hrs	27.03.2026 at 16:00 Hrs

Pre-bid meeting will not be taken however, if the bidder has some queries or suggestions, it shall be submitted through email within 07 days from the date of start of online bid downloading. The queries / suggestion received after that date will not be entertained.

The Tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Tender notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>).

The tenderer shall have to pay EMD of Rs. 10,444/- (Ten thousand four hundred and forty four) through online payment only.

As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufacturers registered under MSME Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufacturers and suppliers are exempted from the tender form fee and Earnest money Deposit.

However, original copies of the online payment receipts for Tender Fee and EMD should be uploaded in Packet A as prescribed in Tender Document.

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

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

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

By Order of the Commissioner of Brihanmumbai  
Municipal Corporation

**sd/-**  
**Insecticide Officer**

For detailed tender document please scroll down  
Tender for Supply Of "Printers" For Insecticide Branch  
Tender ID. 2026\_MCGM\_1286215

**2. HEADER DATA**

E-Tender No	2026_MCGM_1286215
Name of Organization	Insecticide Branch
Subject	Supply of 'Printers' For Insecticide Branch
Estimated Cost	Rs. 5,22,167/-
Tender fee of E-Tender	Rs. 1452/- +Rs.262/- (18%GST) = 1,714/-
Earnest Money Deposit	Rs. 10,444/-
Pre Bid Meeting	Pre bid meeting will not be taken; however, if the bidder has some queries or suggestions, it shall be submitted through email within 07 days from the date of start of online bid downloading. The queries / suggestions received after that date will not be entertained.
Date of issue of sale of Tender	13.03.2026 at 11:00 Hrs
Last date & time for sale of Tender & Receipt of Bid Security Deposit	27.03.2026 at 16.00 Hrs
Submission of Packet A, B & Packet C (Online)	27.03.2026 at 16.00 Hrs
Opening of Packet A	30.03.2026 at 16.00 Hrs
Opening of Packet B	30.03.2026 at 16.00 Hrs
Opening of Packet C	Will be informed
Address for Communication	Insecticide Branch 5 <sup>th</sup> Floor, Hawkers Plaza Bldg, Janata Cloth Market, Senapati Bapat Marg, Dadar (W), Mumbai 400 028
Email Address	<a href="mailto:io.phd@mcgm.gov.in">io.phd@mcgm.gov.in</a>
Venue for opening of bid	Same as above

This tender document is not transferable.

**BRIHANMUMBAI MUNICIPAL CORPORATION  
PUBLIC HEALTH DEPARTMENT  
INSECTICIDE BRANCH**

5<sup>TH</sup> Floor, Hawkers Plaza Building, Janata Cloth Market, Senapati Bapat Marg, Dadar(w), Mumbai400028

**3. PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tender from bidders/manufactures to **Supply “Printers” for Insecticide Branch** as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

**BRIHANMUMBAI MUNICIPAL CORPORATION**

(Insecticide Office)

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

E-tender are invited for **“Supply of ‘Printers’ for the use of Insecticide Branch, Dadar.”**

1. The forms of tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also, he has to download the tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
2. For purchasing the tender documents, the bidders will have to get registered with e- tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain logging credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>. The tenderer shall upload all the pages of the documents and on every relevant information / certificates / literature etc., enclosed in packet ‘A’ & offer price in packet ‘B’.
3. The applicant has to pay Tender Fee of Rs.1,452/-+ 18 % GST = Rs.1,714/- (As per Circular No. CA/FRG/18/dt.27.02.2024) in any CFC of BMC by challan, after opening of packet A, challan shall be collected from above mentioned office. The copy of the Tender Fee paid receipt shall be submitted in the above office address.
4. While submitting duly filled tender document through <https://mahatenders.gov.in>, tenderer needs to pay total amount of EMD to Rs.10,444/- (Rupees Ten Thousand Four Hundred Forty Four only) through payment gateways of GoM on URL [http:// mahatenders.gov.in](http://mahatenders.gov.in). till due date of tender. The tenderer shall be uploaded the scan copy of online payment paid EMD alongwith the bid submission in Packet A. Any bid is not accompanied by an acceptable bid security shall be rejected by the employer as non Responsive. Tenderer registered in BMC with adequate standing deposit, also need to pay the EMD for this quotation.

5. If Non Responsive: If the tenderer is found non responsive after scrutiny of packet A in such circumstances, the tenderer will be made non responsive and financial packet B of non responsive tenderer will not be opened. However, there will not be any forfeiture of EMD.
6. Shortfalls:- Maximum 5 shortfalls of curable defects shall be allowed and in case curable defect are not compiled by bidder within given time period, the tenderer shall be treated as non responsive & such cases will be informed to Registration and Monitoring Cell. Such non submission of documents will be considered as 'Intentional avoidance 'and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning /deregistration, etc. shall be taken by registration cell with due approval of the concerned AMC.
7. Refund of EMD:- a) Except successful tenderer, all other non successful tenderer 100% EMD paid online will be refunded automatically. B) The bid security if successful tenderer will be discharged when the tenderer has signed the agreement / or furnish the required security deposit as elaborated in the standard bid document.
8. Forfeiture of Entire EMD:- The existing condition laid down in the standard bid documents regarding forfeiture of entire bid security (EMD) shall remain unchanged.
9. Post Qualifying Criteria (Eligibility):

The tenderer should specifically note the following post qualifying criteria towards their eligibility.

<b>Eligibility</b>	The tenderer should have carried out similar type of work "Supply of printer and scanner" to Govt /semi Govt. organization or Public Sector Company or any Municipal Corporation or Private offices in last five (5) financial years (Minimum cumulative Rs.1,56,651/-). Documentary proof of Work Orders / supply should be furnished in packet A. The copy of the work order shall be uploaded in packet A.
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10. The tenderer shall upload all the pages of the documents and on every relevant information / certificates / literature etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled in completely.

11. The mandatory documents are as under.

The Packet "A" shall contain scanned certified copies of the following documents, upload with tender documents.

- 1) Information form (Undertaking-I) (Name and the address of all the partners shall be given in the space provided thereof) ( Annexure 1).
- 2) The printed undertaking in draft tender addressed to the Municipal Commissioner. (Undertaking-II) ( Annexure 5).
- 3) The specifications / data sheet
- 4) The copy of the Pan card along with the photograph shall be provided.
- 5) A document in support of Registration under GST Act 2017
- 6) Firm/Company/Sanstha Registration Certificates.
  - i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking.
  - ii) Company Registration Certificate, articles of association as the case may be.
  - iii) Latest Partnership Deed in case of Partnership firm
- 7) EMD receipt copies
- 8) Adequate submission of documents as per eligibility criteria as per PQC i.e. similar type of work supply of printer and scanner's work order (minimum cumulative Rs. 1,56,651/-)
- 9) The undertaking on Rs.200/-stamp paper pro-forma for (Best price) duly notarized (Annexure 3).
  - 10) Tender copy of the firm mentioned with sign & stamp
  - 11) Annexure 2, Annexure 4 and Annexure A1.
  - 12) Tender Specific Bid Authorization Certificate from (Original Equipment Manufacturer).
- 13) In case, The micro and small Suppliers/manufactures valid Rregistration certificate of registered under MSMED Act-2006 or under Micro, Small and Medium enterprises.

**Note:-**

**i) Curable Defect shall mean shortfalls in submission such as:**

- a. Non-submission of following documents,
  - i. GST Certificate
  - ii. Certified Copies of PAN documents and photographs of individuals, owners, etc
  - iii. Firm/Company/Sanstha Registration Certificates.
- ii) Power of attorney in case of Limited.Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking.
- iii) Company Registration Certificate, articles of association as the case may be.
- iv) Latest Partnership Deed in case of Partnership firm
- v) Undertakings as mentioned in the tender document.

**ii) Non-curable Defect shall mean**

- a. In-adequate submission of EMD
- b. The documents with respect to Eligibility criteria as stipulated in the tender.
- c. Tenderer shall submit the Tender Specific Bid Authorization Certificate from Original Equipment Manufacturer be submitted along with the bid. Failing which bid would not be considered for further evaluation (without any prior notice) and would be out rightly rejected.

Note: No communication will be made with the tender in case of non-curable defects.

12. **Packet B:** The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. Tenderer shall submit an undertaking for Best price on stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number.

The BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.

Packet 'B' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab.

The Evaluation and thereafter the allotment of the Bidders will be done Item wise on the basis of lowest item wise rate received.

\*\* All the prize quoted should be inclusive of GST and all other taxes & duties\*\*

**Payment of E.M.D.(Earnest money deposit):-**

The tenderer shall pay entire amount of EMD online through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover.

As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufactures registered under MSMED Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufactures and suppliers are exempted from the tender form fee and Earnest money Deposit.

**Note :-** 1) The micro and small manufacturers/suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online, Failing to pay of full EMD amount liable for rejection of tender.

2) The micro and small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to

produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online, Failing to pay of full EMD amount liable for rejection of tender.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

**Tender Fee:-**

Tender fee (as mentioned in the Header Data) should be paid online on mahatender Bidder shall note that fee paid is not refundable.

Bidder who fails to pay applicable fees will be treated as non responsive. As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufactures registered under MSMED Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufactures and suppliers are exempted from the tender form fee and Earnest money Deposit.

**Note :-** 1) The micro and small manufacturers/suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full tender fee amount online, Failing to pay of full tender Fee amount liable for rejection of tender.

2) The micro and small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount 15 online, Failing to pay of full tender fee amount liable for rejection of tender.

13. Tenderers are expected to fill their tender documents carefully and scrutinize them before uploading them on website stated above. No verification on any ground such as mistake or misunderstanding will be allowed after the tender is opened, recommended or accepted.

14. On opening of tender, if it is found that tenderer has not submitted the required curable documents, then the tenderer shall be intimated through e-mail only to comply with the said requirements within stipulated time period (max 3 days) from the opening of tender & if he fails to do so their offer shall be out rightly rejected and 10% amount of EMD shall be forfeited.

**15. Taxes:**

1. While quoting the prices it must be inclusive of GST and all other taxes as applicable. i.e G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote the rates inclusive of all taxes applicable at the time of bid submission. It is clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties.
2. whenever the services to be provided by the Tenderer falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST but inclusive of taxes / Duties/Cess other than GST, if any.
3. 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 is 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 Provision of GST act.
4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. Accordingly, the tenderer should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. Further, all the provisions of GST Act will be applicable to the tender.

16. **Period of delivery / work:** The tenderer should give free delivery and installation to user Dept. within 07 days from the date of placing order.

17. Every tender shall remain open for acceptance for 180 days from the date of opening of the quotation. As some minimum period for evaluating the various and samples and obtaining approval of competent authority is necessary. Tenders specifying the validity less than 180 days shall be rejected out rightly.

18. The tenderer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid shall be forfeited to the Corporation.
19. The Municipal Commissioner does not bind himself to accept the lowest or any tender and reserves the right to select one or more items of the tender and the tenderer will be required to supply any item or items so selected at the rates quoted.
20. **Waranty:** The successful tenderer shall give a guarantee for 36 calendar months from the date of supply / commissioning or completion of the work for any manufacturing defects or faulty workmanship on BMC prescribed "Maintenance Guarantee" from affixed with Rs. 100/- adhesive stamp / franking. If any defect is noticed within the guarantee period and intimated to the contractors, the same shall be rectified free of cost within 07 days. Prescribed maintenance guarantee forms are obtainable from the office of the Chief Accountant, BRIHANMUMBAI MUNICIPAL CORPORATION, Head Office, Mahanagarpalika Marg, Mumbai – 400 001.
21. **Terms of Payment:** As per Municipal procedure, the payment for work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of article/s the payments will be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s including its installation, if any.
22. Intending Tenderer are informed that the payment of bills and other claims arising out of the contract will be made in the name of the bank by ECS only. The tenderer, therefore, will have to upload the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the tender documents. They will also have to submit fresh information when there is any change in this regard.
23. **Income Tax:** The tenderer shall pay Indian Income Tax on all payment made to him under the contract, other than reimbursement made to him by the corporation to cover payment by the tenderer of minor custom dues etc. or any other payment which the tenderer may make on the Corporations behalf. Under the provision of section 194 C of the Income Tax Act. The corporation is required to deduct tax from the source. Under present legislation, will deduct as Tax 2% of the gross amount of each bill submitted. Any expatriate site staff not normally residents of India, employed by the contractors shall pay personal Income Tax on all money earned and paid in India.
24. As per Government of Maharashtra notification, 1 % CGST TDS and 1% SGST TDS is applicable wherein the contract sum exceeds Rs.2,50,000/- exclusive of tax & cess as per the invoice.

25. **Penalty:** For failure to supply the article/s within the stipulated period, a penalty equivalent to 0.5 % per week or part thereof on the total cost of the work / supply will be recovered from the contractor's bill without any reference to the contractor. The amount of the penalty will be, however, subject to the maximum of 10% of the total contract value.
26. All tenderer must state the names and addresses of all the partners in the space provided for, in the papers. Any tenderer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, canceled at any time during its currency.
27. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have quoted separately under different names for the same contract without disclosing connection, the s will be rejected, and the deposit forfeited. Any contract entered into such conditions will also be canceled at any stage and time during its currency.
28. The firms with common Proprietor / Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father / mother and minor son / daughter and brother / sister shall not quote separately under different name for the same contract.
29. If it is found that firms as described above have quoted separately under different names for the same contract, all such tenderer (s) shall stand rejected and EMD of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
30. If it is found that closely related persons as described above have submitted separate under different names of firms / establishment but with common address for such establishments / firms and or if such establishment / firms though they have different addresses are managed by or governed by the same person / persons jointly or severally such same shall be liable for action as in above clause, including similar action against the firms / establishments concerned.
31. If after award of contract, it is found that the accepted violated any of the clauses (25 to 27) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

32. In the case of Joint Stock Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by a person duly authorized to sign the contract for the company authorized by a Power of Attorney, such power of attorney being sealed and signed as aforesaid. All such Power of Attorneys must be registered in the Municipal Head Office to CA (WSSD) section as aforesaid.
33. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other s or contracts, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
34. In case the deposit paid by transfer of General Principal notes the endorsement in favour of the Corporation should be "Pay to the Municipal Commissioner of Greater Mumbai or Order" and should bear the "Examined" stamp of the public debit office, Reserve Bank of India. In the case Mumbai Municipal debentures the transfer endorsement should bear the "Examined" stamp of the State Bank of India.
35. The tenderer shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Government firms floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall within 10 days from the beginning of such delay notify the purchaser in writing of the case of delay. The purchaser shall verify the facts and grant such extensions as facts justify.
36. The Earnest money deposit will be refunded, if the tender is not accepted by the competent authority. In case of successful tenderer, this deposit will be refunded only after successful completion of work / supply of articles.
37. Tender containing contradictory onerous and vague stipulations and heading conditions such as 'Subject to prior sale' "offer subject to availability of stock", "Offer subject to confirmation at the time of order", "Rates subject to Market Fluctuations" etc., are liable to be rejected out rightly.
38. The tenderer shall have to make their own arrangements to secure Import License and or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be found to give any assistance to the tenderer in that behalf.

39. **Jurisdiction of Court:** In case of any claim, dispute or difference arising out of any terms and conditions of the contract, the Cause of Action thereof shall be deemed to have arisen in Mumbai & 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.
40. Contractors' attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986.
41. It is, therefore, directed that the provision therein shall be strictly followed by the contractor.
42. As per the above provision, if the total number of workers engaged on any contract work exceed 20 (Twenty), then, it is imperative on the part of contractor to obtain registration certificate from Labour Commissioner for the said work. The certificate shall be valid and produced during currency of contract in force.
43. Tenderer shall submit an undertaking for Best price on stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number.
44. The Lowest successful tenderer shall submit an undertaking cum indemnity bond on stamp paper of Rs.200/-
45. The Lowest successful tenderer shall submit an 'Irrevocable Undertaking' on Rs.500/- stamp paper, duly notarized as per Annexure A1 in prescribed format.
46. Legal & Stationery charges are to be paid by the successful bidder on receipt of acceptance letter & as per prevailing circular.  
This can change and the successful tenderer shall have to pay the applicable legal and stationary charges at the time of award of contract.
47. Contract execution applicable for contracts more than Rs.50,000/-. The stamp duty of Rs.500 will be applicable to contract agreement document. Successful tenderer shall have to submit all relevant documents for contract execution process within 30 days from the date of receipt of letter of acceptance. Failing which the penalty of Rs.500/- per day will be imposed.
48. Contract Deposit will be refunded after completion of Maintenance warranty period.

-sd-  
Insecticide Officer

<b>5: FLOW OF ACTIVITIES OF TENDER</b>	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal & Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3	Bidders shall note that any corrigendum issued regarding this tender notice/ tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal and on Mahatender Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through Mahatender Portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> on or before due date and time prescribed. Bidder(except MSME registered) should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
7.	Tender fee (as mentioned in the Header Data) should be paid by all bidders online through mahatender portal.
8.	All documents that are required to be submitted as part of eligible & technical bid need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
9.	Technical offer, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
13.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of issue of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Supply of materials described in the specifications and as per terms & conditions.

## 6. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

“Force Majeure” shall mean any event beyond the control of BMC. or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i) War, hostilities, invasion, act of foreign enemy and civil war;
- ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorists acts;
- iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague
- iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, interalia, the following in reasonable detail;

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

**Subject:** Supply of printer, cartridge in the offices of Insecticide office

Scope of work, Technical Specifications & General instructions to the quotationer:

### **7. TECHNICAL SPECIFICATIONS**

**Scope of contract:**

#### **1) Specifications for Mono Laser Printer (A4-Duplex-LAN) (HP 208 DW Laser Jet ) - 14 Nos.**

#	Parameter	Minimum Specifications
1	Make	<b>Must be specified</b>
2	Model	<b>Must be specified. All relevant technical brochures must be submitted.</b>
3	Printer Type	Monochrome laser-jet
4	Printer speed	25 PPM (A4)
5	Print Resolution	600 X 600 dpi
6	Memory	64 MB RAM
7	Duty Cycle	8000 monthly
8	Duplex	Yes, Auto
9	Input Tray Capacity	250 pages
10	Paper size	A4, B5, A5, Letter, Legal
11	Paper Types	Plain Paper, envelopes
12	Interface / Connectivity	USB 2.0 and 10/100 Fast Ethernet
13	OS Compatibility	Windows 7,8,8.1,10
14	Warranty	3 year

#### **2) Specifications for Colour laser Printer (A4-LAN) (HP Colour laser Jet 150 NW ) – 5 nos**

#	Parameter	Minimum Specifications
1	Make	Must be specified
2	Model	Must be specified. All relevant technical brochures must be submitted.
3	Printer Type	Colour laser-jet
4	Printer speed	16 PPM
5	Print Resolution	600 X 600 dpi
6	Memory	64 MB RAM
7	Duty Cycle	10000 monthly
8	Duplex	Manual
9	Input Tray Capacity	100 pages
10	Paper size	A4, B5, A5, Letter, Legal
11	Paper Types	Plain Paper, envelopes
12	Interface / Connectivity	USB 2.0 and 10/100 Fast Ethernet
13	OS Compatibility	Windows 7,8,8.1,10
14	Warranty	3 years

**3) Specifications for Colour laser MFP Printer (A4-LAN) (HP Colour Laser Jet MFP 178 NW – 1 nos**

#	Parameter	Minimum Specifications
1	Make	Must be specified
2	Model	Must be specified. All relevant technical brochures must be submitted.
3	Printer Type	Colour multi function laser-jet
4	Printer speed	18 PPM (Black)
5	Memory	128 MB RAM
6	Duty Cycle	20000 pages monthly
7	Duplex	Manual
8	Input Tray Capacity	100 or above
9	Output Tray Capacity	50 or above
10	Paper size	A4, Letter
11	Paper Types	Plain Paper, envelopes
12	Interface / Connectivity	USB 2.0 above and 10/100 Fast Ethernet
	Copier/Scanner	
13	Copy Resolution	600 dpi
14	Maximum copies	Upto 99 copies
15	Scanner Type	Flatbed
	General	
	OS Compatibility	Mac,Windows 7,8,8.1,10
	Warranty	3 years

sd/-

**Insecticide Officer**

## 8. Annexure 1. Undertaking - I

### Information to be filled in by the Tenderer

- 1 No :
- 2 EMD amount & receipt no : Rs. \_\_\_\_\_ & \_\_\_\_\_ dtd  
with date
- 3 Tenderer's Name : M/ \_\_\_\_\_  
S. \_\_\_\_\_
- 4 Tenderer's address & : \_\_\_\_\_  
contact numbers : \_\_\_\_\_  
\_\_\_\_\_
- 5 If it is proprietary concern ? : Yes / No  
if so, name of the owner :
- 6 If it is partnership concern ? : Yes / No  
If so, name of each partner : 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_
- Partnership deed and copy : Yes / No  
of registration certificate  
enclosed?
- 7 If it is a Company? : Yes / No
- 8 If so, documentary proof to : Yes / No  
show that the company is  
registered is enclosed ?
- 9 E-mail id : \_\_\_\_\_
- 1 Vendor Code No : \_\_\_\_\_
- 0
- 1 Name of the Bank : \_\_\_\_\_
- 1
- A Branch : \_\_\_\_\_
- B Address : \_\_\_\_\_  
\_\_\_\_\_

- C Bank Account No : \_\_\_\_\_
- 1 Whether registered under : Yes / No.  
2 G.S.T. Act, 2017
- 1 Registration must be : Registration No : \_\_\_\_\_  
3 Effective on date of
- 1 Certificate in support of : Yes / No  
4 above if registered is  
enclosed?
- 1 The certification of PAN : Can be done by any of the following authorities:  
5 document and Photographs **1.** Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his stamp but without red seal)  
**2.** Gazetteer Officer  
**3.** Any officer of the rank Asstt. Engineer / Administrative Officer and above of MCBM
- 1 Certificates / documents in : Yes / No  
6 support of above enclosed?

If above information is already on enclosed letter head, no necessity to furnish the same here (Please do not fill above information, if furnished on letter head.)

If the vendor changes the Bank or the Branch he should immediately inform office of AO (FAR), in writing

**Signature of authorized person  
of concern Company / Tenderer**

9. Annexure 2

AGREEMENT FORM

Tender

Standing Committee Resolution No \_\_\_\_\_ Dated \_\_\_\_\_/Mayor's/ Addl.
Municipal Commissioner's/DMC's Sanction No.
Dated \_\_\_\_\_

Contract for the Supply / work of: \_\_\_\_\_

During the period from \_\_\_\_\_ to \_\_\_\_\_. This agreement made this
day of ..... Two thousand
.....

Between .....

...

inhabitants of Mumbai, carrying on business at.....

...in Mumbai under the style and name of Messrs

..... (Hereinafter called "the contractor of the one part and
Shri.....

the Deputy Municipal commissioner (PH) in which expression are included unless the
inclusion is inconsistent with the context, or meaning thereof, his successor or successors
for the time being holding the office of Deputy Municipal commissioner (PH) of the second
part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of
the third part, WHEREAS the contractor has tendered for the supply, installation and
maintenance of the works described above and his tender has been accepted by the
Commissioner (with the approval of the Standing Committee/Education Committee of the
Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the General Conditions of Contract for works hereinafter
referred to:-

2) The following documents shall be deemed to form and be read and constructed as a
part of this agreement viz.

- 1. Letter of Acceptance
2. The Contractor's Bid
3. Addendum to Bid, if any
4. Tender Document

- 5. The Bill of Quantities / Price Packet
- 6. The specifications
- 7. Detailed engineering drawing, where applicable
- 8. The General conditions of Contract
- 9. The Special conditions of Contract
- 10. Final written submissions made by the contractor during negotiations, if any
- 11. All correspondence documents between bidder and BMC

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

*SIGNED, SEALED AND DELIVERED*

By \_\_\_\_\_

Of \_\_\_\_\_

*In the presence of*

1) \_\_\_\_\_

2) \_\_\_\_\_

*SIGNED, SEALED AND DELIVERED*

By \_\_\_\_\_

*D.M.C.(P.H.) in the presence of*

1) \_\_\_\_\_

2) \_\_\_\_\_

*The Common Seal of the Municipal Corporation of Greater Mumbai was*

*Affixed on this \_\_\_\_\_ day of \_\_\_\_\_*

*Two Thousand \_\_\_\_\_ in the presence of*

1) \_\_\_\_\_

2) \_\_\_\_\_

**S E A L**

*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.*

## 10. Annexure 3

### Undertaking for Best Price

(On stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

**Sub:** \_\_\_\_\_

To,

The Municipal Commissioner

For the Brihanmumbai Municipal Corporation

**Sir ,**

“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 quotation 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 quotation for the aforesaid work.”

“ I / We do hereby further undertake that, we have offered the best prices for the subject supply / work as per the present market rates. **Further , we do here by undertake and commit that we have not offered / supplied the subject product / similar product / system or sub system in the past one year in the Maharashtra State for quantity variation upto - 50% or + 10 % at a price lower than that offered in the present bid to any other outside agencies including Govt. / Semi Govt. agencies and within the BMC also.** Further, we have filled in the accompanying quotation 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 instructions and directions given in this behalf in this quotation.

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 quotation is false or incorrect ,I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever , I / We agree 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, black-listing, 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 despoite and black-listing may be taken against me/us.

**Tendere's full Signature with full name & address with rubber stamp**

**10. Annexure- 3a**  
**(Undertaking to be signed by the Bidders)**  
**(To be uploaded in PACKET A)**  
**Tender ID. 2026\_MCGM\_1286215**

Date:-.....

**AFFIDAVIT**

To  
 The Municipal Commissioner  
 Brihanmumbai Municipal Corporation

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

1. I / we hereby confirm that I / we will be able to carry out the supply offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Municipal Corporation Act.

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6. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
8. I / We shall not sublet the work to any agency without prior approval of the BMC.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
  - a) I / We fail to keep the e-tender open as aforesaid,
  - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
  - c) I / We do not commence the supply on or before the date specified by officer/engineer in hiswork order/indent.
  - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is approximate. I / We accept that the Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that I/We are not declared insolvent any time in the past and not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice. not convicted under the provision of IPC or Prevention of Corruption Act.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by BMC. shall constitute a binding contract between me / us and BMC.
14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.

**15.** I / We ..... Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.

**16.** 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.

OR

I/We, \_\_\_\_\_ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.

**17.** 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.

OR

I/We, \_\_\_\_\_ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESIC Act 1948 as this act is applicable to our firm.

(Note:- In future if nos. of employee/persons on our establishment will increase as stated above, the valid registration certificate under EPF & MP Act 1952 and ESIC Act 1948 will be submitted immediately.)

**18.** I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation 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 BMC. also. Further, we have filled in the accompanying tender

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with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

**19.** 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 OF "Printers" FOR INSECTICIDE DEPT OF BMC the as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full quality control over SUPPLY OF "Printers" FOR INSECTICIDE DEPT OF BMC as mentioned in the tender & in accordance with the specifications therein.

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

I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

yours faithfully,

Full name and complete address with  
Tel. Nos. & E-mail address of  
all partners  
Signature of Tenderer  
Trading under the name and style of

Office Stamp

**WITNESS:**

(1) Full Name .....  
And Address .....  
Signature .....

(2) Full Name .....  
And Address .....  
Signature .....

**Note :-** To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 200/-duly notarized by Notary Public / First Class Magistrate

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## 12. Annexure 4

### UNDERTAKING CUM INDEMNITY BOND (On stamp Paper of R.200/-)

As per Circular u/no Ex. Engr / M&R / 310 / Civil dated 19.04.2014, to be uploaded in Folder "A"

We,

(1) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(2) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(3) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm  
\_\_\_\_\_ having its office  
\_\_\_\_\_ here by gives an UNDERTAKING

CUM INDEMNITY BOND as under:

AND WHERE AS we are register quotationer's with Brihanmumbai Municipal Corporation and / or (Name of other authority ) having register No ----- Valid up to----- AND WHERE AS Brihanmumbai municipal corporation has published the quotation/noticed for the work of ----- in \_\_\_\_\_ ward AND WHERE AS we want to participate in the quotation / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby agree and 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 Under-taking etc.

I/We hereby further undertake to communicate if my/our firm comes under any penal action such as D emotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

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

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executor's administrators and assigns and/or successor and assigns.

Place :

Dated :

Proprietor/ Partners/Directors/POA  
(Seal of Firm / Co.)

Identified by me,

BEFORE ME

**13. Annexure – A**  
**Irrevocable Undertaking**

(On RS. 500/- stamp paper duly notarized by notary with red seal and registration number)

I Shri./Smt. .... aged..... years Indian Inhabitant. Proprietor/Partner/Director of M/s. .... resident at ..... do hereby give Irrevocable undertaking as under :

- 1) I Say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me 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.

**BRIHANMUMBAI MUNICIPAL CORPORATION**

Insecticide Office

<b>Sub</b>	Supply of Printer in the offices of Insecticide office, 5 <sup>th</sup> floor, Janata cloth market, Dadar (W), Mumbai 400028
------------	--

**14. Item Data**

Sr. No.	Item Description	HSN No.	Quantity		GST (%Rate) i.e. SGST ,CGST & IGST)	Whether quoted (Yes/No)
1	HP Colour laser Jet MFP 178 NW (A4,LAN)		1	Nos.		
2	HP Colour Laser Jet 150 NW (A4,LAN)		5	Nos.		
3	HP 208 DW Laser Jet ( A4,Duplex,LAN)		14	Nos.		

Tenderer full address &amp; Tel. No.

Tenderer Signature &amp; Office Stamp

\*Note:- The Tenderer has to quote rates in packet 'B' .

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**15. Annexure 5**  
**UNDERTAKING - II**

To,  
**The Municipal Commissioner,**  
**Brihanmumbai Municipal Corporation,**  
**Mumbai – 400 001.**

Sir,

I / we have read the terms and conditions as stipulated in the enclosed herewith and accepts the same.

Yours faithfully,

**Tenderer's Signature  
& Office Stamp.**

Tenderer's full address & Tel. No.

**15) Annexure 5a  
Experience Certificate**

**(To be uploaded in PACKET B )**  
**Tender ID. 2026\_MCGM\_1286215**

Date:-.....

(The following certificates which must be valid and current on the due date should be uploaded.)

Experience Certificate in respect of supply of \_\_\_\_\_  
To State Government / Central Government or their undertaking / Semi  
Government Local Bodies / Large Corporate (without disclosing rates therein)  
should be uploaded

Signature and designation of the  
Authorized officer issuing performance  
Certificate

**NOTE:**

- 1) Experience Certificate should be in the name of Bidder or Manufacturer.
- 2) Scanned copies shall be uploaded in the PACKET B.
- 3) Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.

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17. Annexure 5 (b)

**PerForma For Statement Of Experience Certificates**

**(For the period of last five years)**  
**(To Be Uploaded in PACKET B)**

Tender ID. 2026\_MCGM\_1286215

Date:-.....

Specify how much quantities of products were supplied to the State Government / Central Government or their undertakings / Semi Government / Local Bodies/ Large Corporate as shown below. (Use separate sheet, if necessary)

**Tender No. :** \_\_\_\_\_

**Name & Address of the Tenderer:** \_\_\_\_\_

**Name & Address of manufacturer:** \_\_\_\_\_

Order placed by (Full address of Purchase/Consignee)	Description and quantity of ordered goods and services	(attached documentary proof)**
1	2	3

**Signature & seal of the Tenderer**

\*\*The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.

Note: - Experience Certificate should be in a name of the bidder or manufacturer.

**18. Annexure- 6**

**(Authorization Letter for Attending Tender Opening)**

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

**Tender ID. 2026\_MCGM\_1286215**

Date:-.....

No. \_\_\_\_\_

To,  
The Municipal Commissioner,  
BMC.

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

Sir,

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

Yours faithfully,

**Signature & seal of the Tenderer**

**19. Annexure- 8****(Pro Forma of Article of Agreement for Purchase of material/Equipments)  
(To be Uploaded in Packet A)****Tender ID. 2026\_MCGM\_1286215**

Due on: \_\_\_\_\_ Standing Committee Resolution No \_\_\_\_\_  
 Dated \_\_\_\_\_ /Mayor's/ Addl. Municipal Commissioner's/DMC's Sanction No. \_\_\_\_\_  
 Dated \_\_\_\_\_ Contract for the  
 Supply / work 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 Dy. Municipal Commissioner (P.H.) in  
 which expressions are included unless such inclusion is inconsistent with the  
 context or meaning therefore, include Dy. Municipal Commissioner (P.H.) and any  
 officers of Brihanmumbai Municipal Corporation authorizd by the Dy. Municipal  
 Commissioner (P.H.) 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 Dy. Municipal Commissioner (P.H.).

AND WHEREAS the Dy. Municipal Commissioner (P.H.) in pursuance of the  
 power vested in him / her under the provisions of the Mumbai Municipal  
 Corporation Act 1888 and in accordance with the provision of the said Act, recently  
 invited Tender for supply of the \_\_\_\_\_ mentioned in the  
 schedule / specification here to annexed.

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

AND WHEREAS the said Contractor/s has / have paid deposit of  
 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) in the office of Dy. Municipal Commissioner  
 (P.H.) 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 Dy. Municipal Commissioner (P.H.) 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 Dy. Municipal Commissioner (P.H.) for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (P.H.) / 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 either in the form of 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.

**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, or by any officer of the Corporation authorized in that behalf (such purchase order shall 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 receipt of the respective purchase orders in such quantities as may from time to time be placed, 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 / Dy. Municipal Commissioner (P.H.) / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages 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, with the BMC.

**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 Contractors.

**4. Place of Delivery**

The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, 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 part/s of the 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 BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

#### **5. Quality**

All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or 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 tender is approximate. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.

#### **7. Penalty for Inferior Supply**

If the articles supplied are found of inferior quality or not as per the specification, when tested through Govt./Govt. approved Lab / having NABL accreditation and test reports are not found in consonance with the parameter mentioned in the specification of 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, 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, the firm shall be permanently blacklisted.

**8. Replacement of Rejected Materials** Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by BMC. at the risk and cost of contractors without any further correspondence in this regards.

#### **9. Rejection & appeal**

Dy. Ch.E. (P.H.) or the purchasing 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 Contractor(s).

#### **10. Fees**

The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and analyzed, 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.

#### **11. 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, or in case shall fail at once to replace any articles 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 specified 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 there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

#### **12. Articles can be brought from 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 purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

#### **13. 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 purchasing officer within 8 days from the date of the completion of such delivery/work.

**14. 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 entitled to forthwith terminate this contract 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.

**15. 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 security as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

**16. 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 makeover 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 security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**17. Disputes etc. to be decided by the Commissioner**

If any dispute or difference shall arise between Dy. Municipal Commissioner (P.H.) 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 presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment or making thereof or other action taken, or purporting 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 Dy. Municipal Commissioner (P.H.) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the 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 decided 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 who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

**18. Commissioner's direction & decisions to be final and binding**

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor respectively 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 other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

**19. 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 a party to or be required to defend or answer any action, suit or proceedings 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 matter 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 the premises, 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.

**20. Corporation's lien over all moneys due to the Contractor or his deposit**

The Corporation shall have a lien on 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 under 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 provisions

of the Mumbai Municipal Corporation Act 1888, 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 these 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.

**21. Termination of the Contract**

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand.....  
(Unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed.

**22. Return of the Contract Deposit:**

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

**23. Banker's Guarantee**

In the event of the said deposit of Rs.....having been made by the Contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions 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 then 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 of forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the 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 Contractors and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractors with the Commissioner and/or the Corporation.

**24. Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents 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 of the 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 thereof, 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.

**25. 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.

**26. Singular – Plural**

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

**27. 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 'Deputy Municipal Commissioner'.

**28. 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.

**29. Penalty**

If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(Dy. Municipal Commissioner (P.H.)) / Purchasing Officer shall exercise his discretionary power either:-

- (a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.

OR

(b)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 cancelling the contract in respect of the consignment not yet due for delivery.

OR

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

**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 Instructions 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 D.M.C.(P.H.) or his / her successor/s for the time being holding the office of the D.M.C.(P.H.) 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 DMC (P.H.) shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner.

Signature, name Signed, sealed and delivered by  
and address of witness-

The said Contractors,  
Shri / Messrs.....

.....  
In the presence of .....

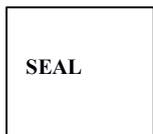
Contractors

And by the DMC

.....  
In the presence of.....

.....  
The common seal of the BrihanMumbai  
Municipal Corporation  
as affixed on the .....  
.....day of .....  
Two thousand,.....

.....  
In the presence of —  
(1) .....  
.....  
(2) .....  
.....



Two Members of the Standing  
Committee of the Municipal  
Corporation of Greater Mumbai

Witness .....  
.....

\* Contract examined with the Tender and the resolution or the Standing  
Committee/Education Committee No. .... of ..... and  
found correct.

**20. Annexure- 9****(To be uploaded In PACKET A)****Internal Grievance Redressal Mechanism****Tender ID. 2026\_MCGM\_1286215**

BMC has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any ndes or guidelines issued therein, in Packet "A", "B"&"C" can make an application for review of decision of responsiveness in Packet "A, 'B'&'C within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved

Provided that after declaration of a bidder as a successful in Packet A (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid). an application for review may be filed only by successful bidders of Packet A Provided further that, an application for review of the financial bid can be submitted by the bidder whose technical bid is found to be acceptable/responsive.

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to ether bidders or prospective bidders, as the case may be

BMC shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs 25,000/- and fee shall be paid in the form of D.D. in favour of BMC.

1st Appeal by the bidder against the decision of C.E/ 110D/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C Director of particular department for the first appeal grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet "C" and if not satisfied, concerned A.M.C will take decision as per second appeal made by the bidder

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

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

**21. Annexure – 10**

(Declaration by the tenderer regarding the items quoted)  
(To be uploaded In PACKET A)

**Tender ID. 2026\_MCGM\_1286215**

Sr. No.	Item Description	Quantity	Whether Quoted	HSN Code	GST % (IGST / SGST /CGST %)
1	HP Colour laser Jet MFP 178 NW (A4,LAN)	1			
2	HP Colour Laser Jet 150 NW (A4,LAN)	5			
3	HP 208 DW Laser Jet (A4, Duplex,LAN)	14			

This annexure -10 shall be submitted in packet "A".

**Tenderer's Full Signature  
With Full Name & Rubber  
Stamp**

**22. Annexure- 12****DETAILS OF LITIGATION HISTORY****Tender ID. 2026\_MCGM\_1286215**

5. 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

6. 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 BMC finds that information disclosed is false or in complete, then BMC can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

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

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

**23. Annexure – 13**

Tender ID. 2026\_MCGM\_1286215

**DETAILS OF CRIMINAL CASES PENDING HISTORY****(To be Submitted by Bidder and hisManufacturer)**

1) I M/s ..... (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that there is no criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender.

Or

1) I M/s ..... (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that the criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender, is as under

Sr. No.	Year	criminal case detail	Action taken/current status
1.			
2.			
3.			
4.			

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

**Full Signature of the Tenderer/Manufacturer**

**With Official Seal and Address**

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.200/- stamp paper in packet A)

**24. Annexure-A**

**(Irrevocable Undertaking)  
(On Rs. 500/- Stamp Paper)**

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

**Tender ID. 2026\_MCGM\_1286215**

I Shri./Smt. ....aged.....  
years Indian Inhabitant. Proprietor/Partner/Director of  
M/s..... resident at  
..... do hereby give  
Irrevocable undertaking as under;

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

2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me 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

Interpreted Explained and identified by me.

BEFORE ME

25.Descriptions and Technical Specifications of Printers to  
Insecticide Branch & Details of the Item Data.

<b>Item No.</b>	<b>Description of the Items</b>	<b>Quantity in Nos</b>
1	HP Colour laser Jet MFP 178 NW (A4,LAN)	1
2	HP Colour Laser Jet 150 NW (A4,LAN)	5
3	HP 208 DW Laser Jet ( A4,Duplex,LAN)	14
<b>Total</b>		<b>20</b>

**UNDERTAKING FOR SITE VISIT**

(On Rs.500/-Stamp Paper to be submitted in Packet 'B')

I Proprietor / Partners / Directors having my / our office address.....do here by state & undertake as follows.

I, say that I have submitted my tender for the work of .....  
.....  
having bid invitation No..... for the Brihanmumbai municipal corporation.

I affirm that, I have inspected the site of work before the submission of tender on date & reckoned all probable difficulties as could be reasonably foressen by us as experienced contractors. This is in pursuance of the relevant provision in this be halfin the conditions of contract which shall be binding on us.

Place:

Dated:

Proprietor/Partners/Directors/POA  
Holder(Seal of Firm/Co.)

Identified by me,

BEFORE ME