

Brihanmumbai Municipal Corporation

Quotation for Apple iMac for BMC.

Quotation No. 2023_MCGM_946718_1

Date: 21.09.2023

Information Technology Department

1st Floor, Old Bldg.,

Mun. Head Office, Mahapalika Marg,

Fort, Mumbai – 400001.

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**Brihanmumbai Municipal Corporation
Information Technology Department**

**e-Quotation Notice
DIR /F-249/ IT Dated 21.09.2023**

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

Description of Work	e-Quotation bid No.	Cost of Quotation form	Earnest Money Deposit (EMD)	Delivery Period	Due Date for submission of Quotation
Procurement of Apple iMac for BMC.	2023_MCGM_946718_1	Nil	₹ 3,800/-	30 days	09.10.2023 up to 04.00 PM

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

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

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

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

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

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

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

Director (IT)

e-Quotation

1. Data Sheet:

#	Information	Details
A. Introduction		
1	Project Name	<i>Procurement of Apple iMac for BMC .</i>
2	Bid Document reference No	Director/IT/F-249 Dt.21.09.2023
3	Scrutiny fee (to be paid offline)	Rs. 300/- + GST@18%
4	Bid Download Start Date & Time	22.09.2023 from 11.00 Hrs.
5	Bid Download Due Date & Time	09.10.2023 upto 16.00 Hrs.
6	Earnest Money Deposit (EMD)	Rs. 3,800/- Online
7	EMD Submission Due Date & Time	09.10.2023 upto 16.00 Hrs.
8	Address for the EMD to be submitted	Online only.
B. Bid Presentation		
9	Contact Information	Assistant Engineer (IT) se04.it@mcgm.gov.in 022-24811297 / 262
10	Last date (deadline) for receipt of proposals in response to Bid Document notice	09.10.2023 upto 16.00 Hrs.
11	Place, Time and Date of opening of quotation received in response to the Bid Document notice	10.10.2023 after 16.00 Hrs. IT Department, Worli data center, Engg. hub building, Dr. E. Mosses road, Worli, Mumbai - 400018.
12	Place, Time and Date of opening of Financial proposals received in response to the Bid Document notice	13.10.2023 after 15.00 Hrs. IT Department, Worli data center, Engg. hub building, Dr. E. Mosses road, Worli, Mumbai - 400018.

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

2. Eligibility Criteria

- a. The bidder must be vendor or supplier of the equipment to be supplied;

- b. The bidder must have carried out minimum 2 IT related / similar work within last 3 years in any of BMC or Govt. Office.
- c. The bidder should have sound financial background and not be insolvent in receivership, bankrupt or being wound up;
- d. The bidder should be a positive net worth firm for each of the last three years. The bidder should submit certificate from Charter Accountant showing average annual turnover of minimum ₹ 9,00,000/- for the last 3 (three) financial years;
- e. Neither the bidder nor the OEM should have been blacklisted by the Central Government, any State Government or Government Corporations of India.

3. Documents

- a. The supplier/bidder shall upload the following documents in Pre-Qual Folder:
 - i. Copy of Quotation Document;
 - ii. shops and establishment / Company registration certificate;
 - iii. Copy of PAN Card of his own, in case of retailer/dealer/supplier/distributor, of proprietor if proprietary/ownership firm, of company if Pvt. Ltd. company, of firm if partnership firm, of Sansthas/Society or Trust, in case of the Sansthas/Societies/Trust which are registered under Public Trust Act1950/Registration Act 1860/ The Maharashtra Co-op. Societies Registration Act 1960 (whichever is applicable).
However, in case of public limited companies, semi-government undertakings, Government undertakings, no Pan Document will be insisted;
 - iv. Photographs of individuals, proprietor or all partners as the case may be;
 - v. Copy of valid GST registration Certificate;
 - vi. Bidder's Profile (Annexure "E")
 - vii. Copy of power of attorney (if applicable). Such power of attorney must be registered in cash section of Finance Department of BMC.
 - viii. Latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm. Such partnership deed/RC/MOU must be registered in cash section of Finance Department of BMC.
 - ix. Copy of balance sheet / Turnover for last 3 financial years (audited by CA);
 - x. Copy of Income tax returns for last 3 financial years.
- b. The supplier/bidder shall upload the following documents in **Technical Folder**:
 - i. Copy of min. Two Past Performance/experience projects/work orders.
 - ii. Copy of Technical Specifications with compliance remarks;
 - iii. Product Data Sheet of quoted make/model;

4. Taxes and Duties

- a. The bidder shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission.
- b. GST as applicable shall be paid separately on submission of bills/invoice.
- c. Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.
- d. The bidder must quote price in Indian Rupees (₹) only.

5. Currencies

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

6. Scrutiny Fee

- a. RFP scrutiny fee (as mentioned in the Data Sheet) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Challan will be available at purchasers' location.
- b. The bidders not registered with BMC are mandated to get registered (Online Vendor Registration) with BMC using following link to obtain Vendor ID - <https://portal.mcgm.gov.in/irj/portal/anonymous/qlVendorApp>
- c. Bidders will submit the receipt of scrutiny fee paid to Purchaser.
- d. If applicable, bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.

7. Earnest Money Deposit (EMD)

- a. The quotation needs to be secured by EMD as mentioned in Data Sheet.
- b. EMD shall be paid online on e-tendering portal.
- c. Any quotation not accompanied by a substantially acceptable EMD in accordance with Clauses 11.b. shall be rejected by the BMC as non-responsive.
- d. If the Bidder incurs any of the actions prescribed in Clause 10.d.(i), the Borrower may declare the Bidder ineligible to be awarded contracts by the Employer for a period of **3** years.
- e. EMD, may be forfeited:
 - i. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid submission form or any extension of validity the bidder has agreed to; or
 - ii. in the case of the successful Bidder, if the Bidder fails to:
 1. sign the Contract Agreement; or
 2. furnish the Performance Security
- f. Unless executed or forfeited, EMD, if any, will be returned as follow,
 - i. EMD of the successful bidder will be discharged when the bidder has signed the contract and furnished the required Security Deposit/PBG as per format.
 - ii. EMD of L-2 and other bidders shall be refunded immediately after opening of financial bid/award of contract.
 - iii. In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

8. Delivery

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

9. Completion period

- a. The period for the delivery of the material shall not exceed **30 days** from receipt of the work order.

10. Period of Validity

- a. Quotation shall remain valid, at a minimum, for the period of **180 days** after the deadline date for submission of quotation prescribed by the BMC. A quotation valid for a shorter period shall be rejected by the BMC as non-responsive. However, Bidders are responsible for adjusting the dates in the quotation in accordance with any extensions to the deadline date of quotation submission.
- b. In exceptional circumstances, prior to expiry of the quotation validity period, the BMC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder

may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award.

11. Submission of Quotation

- a. Complete bidding process will be online (e-Tender) in three packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site
- b. Bidding documents can be seen, downloaded and submitted in electronic format on the BMC website. The deadline for submission of bid is specified in Data Sheet of this document.
- c. The quotation shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.
- d. The BMC may, at its discretion, extend this deadline for submission of quotation by amending the Documents, in which case all rights and obligations of the BMC and Bidders will thereafter be subject to the deadline as extended.
- e. There should be no mention of bid prices in any part of the bid other than the Commercial Bid (BoQ).
- f. If it is found that bidder has not submitted required documents/clarification, then bidder will be intimated to comply with the said requirement within three (3) days from the opening of quotation and if the bidders fail to do so, his bid will be rejected as non-responsive.

12. Opening of Quotation

- a. BMC shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Data Sheet.
- b. Once the bids are opened each bid will be checked for pre-qualification criteria.
- c. After the technical evaluation is completed and BMC has issued its no objection (if applicable), BMC shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
- d. BMC shall simultaneously notify in writing or through email to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.
- e. The BMC's evaluation of a quotation will be made on the basis of Total prices quoted.
- f. The BMC will award the Contract to the Bidder whose quotation has been determined to be substantially responsive and the Lowest Evaluated quotation, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily.
- g. If there is more than one bidder having the lowest offer, the committee reserves the right to select the vendor(s) base on the past performance and that will be binding on all vendors.

13. Payment Terms

- a. The Supplier's request for payment shall be made to the BMC in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered and Installed, and by documents submitted and upon fulfilment of other obligations stipulated in the quotation.
- b. As per Municipal procedure the payment will be made within 30 days from the receipt of the correct bill subject to verification as per normal rules. In case of supply of any material, the payment will be made within 30 days from the receipt of the bill subject to satisfactory test of the material including its installation, if any.
- c. The mode of Payment will be ECS/NEFT/RTGS or CBS only.

- d. Ninety (90%) percent payment of the total Contract Price for this category will be paid against Supply and Installation of the material and submission of Performance Security. Balance Ten percent (10%) Payment of the total Contract Price will be paid against execution of contract.

14. Performance Security/Contract Deposit

- a. The Supplier shall, provide a security for the Contract in the amount equal to **5 (Five)** percent of the Contract Price and same will be retained up to the completion of contract + 3 months.
- b. The security shall be a DD or bank guarantee in the form provided in the **Annexure "C"** of the Documents.
- c. The security shall be submitted within 30 days from the date of issue of AOC/LoA. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor
- d. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than thirty (30) days after its expiration.
- e. During the Warranty Period, the Performance Security/Contract Deposit shall not be reduced i.e. remain valid for the entire warranty period without any reduction.
- f. Stamp Duty applicable for Performance BG is 0.5 per cent for the amount secured by B.G. subject to the maximum of Ten Lakh rupees

15. Contract

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

Contract Value						Indicative Legal+ Stationery Charges (₹)
From	₹	0	To	₹	50,000/-	Nil
From	₹	50,001/-	To	₹	1,00,00,000/-	0.10% of contract cost (Rounding off such amount to next hundredth) plus 18% GST. Minimum 1,000/- + GST

- c. Supplier failing to execute the contract within 30 days from the receipt of the contract documents, shall be deemed to have committed a breach of the undertaking given by them in their quotation and the Municipal Commissioner may forfeit the EMD and his quotation/tender shall stand rejected.
- d. Stamp Duty applicable for Contract Agreement is ₹ 500.

16. Penalty

- a. For failure to comply with the order placed for work / supply/ Maintenance of the articles within the stipulated period, a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors

without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10% of the contract sum.

17. Undertaking for best prices & non-Blacklisting

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

18. Certificate of registration under EPF&M Act and ESIC Act

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

19. Legal Jurisdiction

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

20. Force Majeure

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

Director (IT)

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

Sir,

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

Yours Faithfully,

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

Copy to :

M/s

.....

Scope of Work/ Specification

1. Scope of Work

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Purchaser require a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:

- Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description
- Optional components which are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement
- Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, before the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

2. Specifications

- a. Purchaser desires a full complement of IT hardware.
- b. The selected bidder shall ensure that the goods and related services comply with technical specifications and other provisions laid down in the RFP and the work order.
- c. The goods and related services supplied under this contract shall conform to the standards mentioned in bidding document and, when no applicable standard mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the goods.
- d. During the project, the selected bidder shall have coordination and full cooperation with the FMS service provider of BMC. Since the project infrastructure has to be fully integrated with the BMC IT Environment, the Implementation agency will require support from FMS and vice versa.
- e. Purchaser shall ensure that FMS service provider shall cooperate with the implementation agency and provide all necessary support, configuration settings, access to requisite and necessary IT assets.
- f. The bidder will provide the soft copy and hard copy of both listing every IT hardware and peripheral serial nos. to the purchaser for monitoring purpose.

#	Item	Minimum Specification	Compliance & Remarks
1	Chip	Apple M1 Chip, 8-Core CPU, 8-core GPU	
2	Memory	16GB Unified Memory	
3	Storage	512GB SSD	
4	Display	24" 4.5K Retina display, 4480x2520 resolution, 500 nits brightness	
5	Camera	1080P FaceTime HD Camera	
6	Audio	High-fidelity six-speaker system with force-cancelling woofers, Studio-quality three-mic array	

7	Video Support	Full native resolution on the built in display and one external display with up to 6K resolution at 60Hz.	
8	Connections & Expansion	Two Thunderbolt / USB 4 ports with support for: Display port, Thunderbolt 3, USB 4, USB 3.1 Gen 2, Thunderbolt 2 3.5 m headphone jack, Gigabit Ethernet, Two USB 3 Ports.	
9	Input	Magic Keyboard with Touch ID, Magic Mouse	
10	Wireless	Wi-Fi: 802.11ax Wi-Fi 6 Wireless Networking, IEEE 802.11a/b/g/n/ac compatible Bluetooth 5.0	
11	Operating System	Latest macOS	
12	Accessories	Standard Accessories as applicable	
13	Make & Model	Apple iMac 24" Silver	
14	Warranty	1 Year	

3. Comprehensive OEM warranty and Support

- g. The successful bidder shall provide comprehensive OEM warranty and support through its designated support service centre/resident engineer.
- h. Warranty to start from date of acceptance of material delivered at Delivery Site. In case acceptance is delayed by purchaser / site, warranty to start from date of delivery to purchaser.
- i. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres/resident engineers during the warranty period.

4. Helpdesk Support

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

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

- l. Public Holidays as declared by BMC will be excluded for the above downtime calculation. Any Complaint about failure in the equipment supplied / any accessories thereof should be resolved/redressed as per above schedule from the time of lodging of complaint, failing which a replacement should be given till the equipment is repaired. In case of software, it shall be replaced.

- m. In case vendor fails to meet above standards of maintenance, penalty will be applicable as ₹200/- or 0.5% of the equipment purchase value per day per equipment whichever is higher.
- n. In case the equipment is not repaired/replaced within two weeks, the penalty will be charged at 5 (Five) times of the penalty shown above.
- o. If the original equipment is/are replaced by temporary substitute equipment within resolution period, the penalty will not be charged for two weeks from the date of substitution /replacement. If the same is not repaired/ replaced within two weeks, the penalty at the above rate will be charged thereafter for one week and the same shall be 5 times thereafter. The penalty shall be deducted from the Performance guarantee.
- p. If the total penalty reaches an amount equal to or more than 10% of the order value, the same shall invoke the Performance security/contract deposit and seek an equivalent Performance security/contract deposit.

Annexure – “A”

Undertaking to be signed by the bidder

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

Date: _____

Quotation/Bid No.: _____

Due Date: _____

AFFIDAVIT

To,
Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,

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

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

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

(* Strike out if not applicable)

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

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

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

However, in case of price difference, if it is a result of different tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc. I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen. In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit and blacklisting may be taken against me/us.

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

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

Full Signature of the bidder
with Official Seal & Address

WITNESS:

1) Full Name _____
and Address _____

Signature _____

2) Full Name _____
and Address _____

Signature _____

Annexure – “B”

List of approved Banks

- 1) As per the CA(F)'s Circular CA/FBK/39 Dt. 07.12.2012, the following banks with their Branches in Greater Mumbai up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- 2) The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.

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

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

Annexure – “C”

Performance Security (Bank Guarantee Form)

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

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

IN WITNESS WHEREOF

WITNESS (1)

Name and

Address

WITNESS (2)

Name and

Address

the duly constituted Attorney Manager

The Bank and the said Messer's _____

_____ **(Name of the Bank)**

WITNESS (1)

Name and

Address

WITNESS (2) _____ for Messer's _____

Name and

(Name of the Contractor)

Address

Annexure - "D"

Bidders Profile

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

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

Signature & Seal of the Bidder

Annexure - "E"

Schedule of Quantity

Sub.: Quotation for Apple iMac 24" for BMC.

Sr. No.	Description of Item	Quantity	Unit Rate ₹	Total Amount ₹
1	Apple iMac 24"	1		
	Total			

In Words Rupees _____

Note:

1. All the prices are to be entered in Indian Rupees (₹) ONLY.
2. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. (excluding GST). It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
3. During the payment stage, BMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
5. For the purpose of evaluation of Commercial Bids, BMC shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
6. The Contract Price shall be firm and not subject to any alteration.
7. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
8. No advance payment shall be made towards any activity

Annexure - "F"

Contract Agreement Form

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

Contract for

During the period from.....to

Contract Price:

THIS AGREEMENT MADE ON THIS.....Day of Two Thousand..... Between..... (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at..... in Mumbai under the style and name of Messer's..... for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called 'the Contractor/s') of the FIRST PART and.....Shri / Smt. the Director/Dy. Municipal Commissioner in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Director/Dy. Municipal Commissioner and any officers of Brihanmumbai Municipal Corporation authorized by the Director/Dy. Municipal Commissioner and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation (Hereinafter called 'the Corporation') of the THIRD PART.

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

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

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

AND WHEREAS the said Contractor/s has / have furnished the General Undertaking and Guarantee for Rs...../- (Rupees.....) of Bank, for the payment interallia of the said amount of the Security/Contract Deposit in the office of for the due and faithful performance of this contract.

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

1. Contract Period

That this Contract shall be deemed to have commence as from and afterDay ofTwo Thousandand shall continue in force, subject to the power of the HoD/ Dean..... for the time being to determine the same previously as hereinafter mentioned until Day of Two Thousand Or until such time as the Supply / work herein mentioned and shall have been completed and certified for by the said HoD / Dean..... / purchasing Officer as being of good quality and in good working order.

2. Supply to be made according to the Order

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

2(a). Failure to execute Orders

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

2(b). Period

Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

3. Place of Delivery

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

4. Quality

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

5. Penalty for Inferior Supply

If the goods supplied are found of inferior quality or not as per the specification, the Contractor shall replace the goods withindays from the date of intimation at the cost & risk of the Contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Contractor shall be forfeited & the Bidder shall be liable for penal action, including Blacklisting etc. In addition to forfeiture of Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues of the Contractor by the Corporation.

6. Risk and Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the goods within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified

or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include a minimum charge of 5 %. In all cases of defaults, which may be raised to a maximum of 15 % in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

7. Submission of Bill

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

8. Monetary dealings with the Municipal Employees

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

9. Breach of Contract

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

10. Dissolution of the Contract

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

11. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between the HoD/Dean..... or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or of the HoD/ Dean or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever

relating to interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and the Municipal Commissioner shall decide the same.

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

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

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

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

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

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

15. Termination of the Contract

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

16. Return of the Contract deposits:

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

17. Banker's Guarantee

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

18. Partnership

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

19. Charges

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

20. Singular – Plural

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

21. Meaning

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

22. Acknowledgement

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

23. Penalty

If successful Bidder fails to comply with orders within the delivery period stipulated, the Municipal Commissioner / Dean (Hospital) / purchasing Officer shall exercise his discretionary power either: To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from Municipal Corporation of Greater Mumbai. OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

24. Guarantee/Warranty

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

25. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Bidder (ITB), General Conditions of Contract (GCC), Technical Requirement including the Forms, Annexures and Addenda (if any) thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

26. Operation of the Contract Clauses

Theor his / her successor/s for the time being holding the office of the shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

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

SIGNED, SEALED AND DELIVERED

By.....

Of.....

In the presence of

1).....

2).....

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By.....

In the presence of

- 1).....
- 2).....

The Common Seal of the Brihanmumbai
Municipal Corporation was
Affixed on thisday of
Two Thousand..... in the presence of
1).....
2).....
Two members of the Standing Committee
Of the Brihanmumbai Municipal Corporation.
Witness.....
Municipal Secretary.....
.....

.....

S E A L