

# MUNICIPAL CORPORATION OF GREATER MUMBAI

MUNICIPAL SECRETARY OFFICE



## TENDER DOCUMENT

For

**Providing plain paper Digital photocopying facility on per copy basis  
Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh  
make with copying/printing speed not less than 16 copy per minute at  
Municipal Secretary Office.**

**Tender Number: ... 7200054782 dt. 21.06.2023**

**e-Tender Price: Rs. 1000 /- + 9% CGST + 9% SGST**

**Municipal Secretary**

**Municipal Secretary's Office,**

**Annex Buliding, Room No.100,**

**1<sup>st</sup> Floor, Municipal Head Office,**

**Mahapalika Marg, Mumbai-400001**

**Websit add: <http://portal.Mcgm.gov.in>**

**Municipal Corporation of Greater Mumbai**

**Sd/-  
prepared by**

**Sd/-  
checked by**

**Sd/-  
checked by**

**Sd/-  
Approved by**

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# E-Tender Notice

## MUNICIPAL CORPORATION OF GREATER MUMBAI

### MUNICIPAL SECRETARY'S OFFICE

1st Floor, Annex Bldg., Mun. Head Office, Mahapalika Marg, Fort, Mumbai- 400 001.

### E-PROCUREMENT TENDER NOTICE

No.

Dated

The Commissioner of Municipal Corporation of Greater Mumbai invites the following online bid. The bid copy can be downloaded from MCGM's portal (<http://www.mcgm.gov.in>) under "Tenders" section.

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard.

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

Sr. No	Description	E-Tender Price	EMD	Start date & Time for online Bidd Downloading	End date & Time for online Bid Submission
1	Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/ Panasonic/ Ricoh make with copying/printing speed not less than 16 copy per minute at Municipal Secretary Office.	Rs.1000/- + 9% CGST + 9% SGST	Rs.15700/-	21.06.2023 from 12.00 Hrs.	27.06.2023 till 12.00 Hrs.

The prospective bidder(s) should submit their suggestions / observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/ observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the bid documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum/ corrigendum. The bid uploaded shall be read along with any modification. Authorized representatives of prospective bidder(s) can attend the said meeting and obtain clarification regarding specifications, works & bid conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

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

EMD shall be paid online in SRM Module.

The Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the bid 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.

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

**By Order of the  
Commissioner of Municipal  
Corporation of Greater Mumbai**

sd/-  
**Municipal Secretary (I/c.)**

**For detailed tender document please scroll down**

Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute.

Bid No. 7200054782

# Invitation for Bid (IFB)

1. Municipal Commissioner for and on behalf of Municipal Corporation of Greater Mumbai invites bids by way of e-tendering from eligible bidders for Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon /Sharp/ Xerox/ Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute.
2. Bidders are advised to refer the detailed **Instructions to Vendors participating in e-Tendering of MCGM** at <http://www.mcgm.gov.in>
3. Summary of the Bid Notice as follows:

e-Tender Document No.	<b>7200054752</b>
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute.
<b>e-Tender Price (Not Refundable) to be paid online by bidder.</b>	Rs. 1000/- +9% CGST + 9% SGST
Cost of e –Tendering (Estimated Cost)	784800/-
<b>Bid Security (EMD)</b>	Rs.15,700/-
<b>Start Date &amp; Time for Downloading of Bids</b>	21.06.2023 from 12.00 Hrs
<b>Due Date &amp; Time for online bid submission</b>	27.06.2023 till 12.00 hrs.
<b>Date &amp; Time for Opening bid</b>	<i>Packet 'A': 27 June 2023 after 13.05 Hrs</i> <i>Packet 'B': 27 June 2023 after 13.10 Hrs</i> <i>Packet 'C': 30 June 2023 after 14.15 Hrs</i>
<b>Address for Communication</b>	Same as above.
<b>Venue for opening of bid</b>	Same as above.

4. Municipal Commissioner reserves the right to accept or reject or cancel any bid or relax any part of the bid offer without assigning any reason thereof.
5. The Bid document is not transferable.

## **SECTION-I**

### **Instructions to Bidder (ITB)**



## Instructions to Bidder (ITB)

### **A. Instructions to Vendors**

1. The e-Tendering process of MCGM is to be enabled through its Portal <http://www.mcgm.gov.in>
2. All the tender notices including e-Tender notices will be published under the "Tenders" section of MCGM Portal.
3. All the information documents are published under the "e-Procurement" section of MCGM Portal.
4. All the interested vendors are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM can apply on-line by clicking the link "Vendor Registration" under the "e-Procurement" section of MCGM Portal. Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
5. Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
6. As MCGM has switched to e-Tendering process, if any reference in this tender document is found as per manual bidding process like Packet A, B, C etc., the same may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the folders provided for this purpose and commercial bid need to be filled in online.
7. **Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
8. All the documents and data uploaded by vendors will have to be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors wanting to participate in e-Tender to procure digital signature certificate of class-2/class-3 and „Company" Type.
9. Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
10. The browser settings required for digitally signing the uploaded documents are listed in the document „Browser Settings" in e-Procurement section.
11. In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
  - a. Open the e-Tendering application by clicking the link available in "e-Tendering" section of MCGM portal.
  - b. Download the 'Browser Settings' document and carryout the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.
  - c. Login to the application with your credentials and follow the instructions given in the document „User Manual for Vendors - Bidding Process" which is available in the „ e-Procurement" section of MCGM Portal.
  - d. Make payment of tender price online and download the tender document and other relevant information documents.
  - e. Pay EMD and other charges, wherever applicable, as per the instructions given in the Tender Notice and / or Tender Document.
  - f. Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
  - g. Ensure that documents are uploaded properly after downloading them.
  - h. Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
  - i. The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids.
  - j. The bids can be modified till the end date and time for bid submission. However, if a

new version of a document is to be uploaded, care should be taken to delete the old version.

- k. Ensure that your bid is submitted by ensuring that the "status" of the bid in the initial bids listing screen is "Bid submitted".
12. Vendors should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
13. It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the documents before uploading the same.
14. Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.
15. For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275 from 11.30 AM to 5.00 PM on all working days of MCGM.

### **SPECIAL NOTE:**

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

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

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

### **B. Flow of activities of tender**

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
2. Download the bid documents from the Tender section of M.C.G.M Portal after paying online requisite tender price.
3. Pre-bid meeting, as mentioned in tender notice.
4. Payment of E.M.D. to be paid through online.
5. Simultaneous, on line submission, of bid documents with details as specified in the bid & pro-forma in Annexures shall be done by bidder as per this bid document.
6. Administrative offer, i.e. Packet "A" will be opened online on the due date and due time as stated in the Header Data in SRM.
7. Technical offer, i.e. Packet "B" will be opened online only of those bidders who are found responsive in evaluation of administrative offer, i.e. Packet "A".
8. Commercial bids i.e. Packet "C" of only those bidder who are found to be responsive in the evaluation of administrative and technical offers, as decided in tender committee meeting will be opened online.
9. Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of fifteen days from the date of receipt of Acceptance Letter by successful bidder.
10. Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute described as per terms & conditions.

### **C. General Instructions**

*Before filling in the tender, bidders are requested to go through the "Instructions to Bidders", the "General conditions of Contract", "Scope of Work", all "Forms", "Annexures", "Articles of Agreement" carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is 2 (Two) years from the date of contract .*

## **1. Subject**

- 1.1 The Municipal Commissioner for and on behalf of Municipal Corporation of Greater Mumbai (MCGM), invites bids for the Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon/Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute according to the specifications and bill of quantities in the bid document.

## **2. Fraud and Corruption**

- 2.1 It is the MCGM's policy to require that bidders, service providers and contractors and their subcontractors under MCGM contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MCGM:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
    - i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) "fraudulent practice" is any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question;
  - c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a MCGM contract if it at any time engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MCGM contract;
- 2.2 Any communications between the bidder and the MCGM related to matters of alleged fraud or corruption must be made in writing.
- 2.3 By signing the bid submission form, the bidder represents that it either is the owner of the Intellectual Property Rights in the material offered, or that it has proper authorization and/or license to offer them from the owner of such rights. Wilful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 2.1 through to 2.2 above, without prejudice of other remedies that the MCGM may take.

## **3. Eligibility Criteria**

- 3.1 Eligibility criteria is given in the **Annexure 1 : Eligibility Criteria**;
- 3.2 Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required;

- 3.3 If the bids are not accompanied by all the requisite supporting documents, the same would be rejected;
- 3.4 The bid shall be uploaded only by the bidder with his own digital signature or authorized representative, in whose name the bid document is downloaded. Authorization letter of authorized representative shall be uploaded in packet "A".

#### **4. Cost of Bidding**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the MCGM will in no case be responsible or liable for those costs.

#### **5. Site Visit**

- 5.1 The bidder may wish to visit and examine the site or sites of the MCGM and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The costs of visiting the site or sites shall be at the bidder's own expense.

### **D. The Bidding Documents**

#### **6. Content of Bidding Documents**

- 6.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda/Corrigenda issued:

Section I	Instructions to Bidders (ITB)
Section II	General Conditions of Contract (GCC)
Section III	Scope of Work
Section IV	Bid Form and Agreement
Section V	Annexure

- 6.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6.3 The **Invitation for Bids (IFB)** is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

#### **7. Clarification of Bidding Documents & Pre-bid Meeting**

- 7.1 Pre-bid meeting will be conducted in respect of bids with a view to clarify issues and to answer questions on any matter that may be raised by the prospective bidder in respect of the bid document.
- 7.2 The bidder or his authorised representative may attend a pre-bid meeting as per the date, time and venue mentioned in the bid notice. Authorisation letter shall be in the form appended to the bid documents (**Annexure-4**).
- 7.3 Any bidder requiring clarification about the content of the bid document and/or the works / specifications etc. may submit in writing, at least 2 days before the meeting, to the MCGM the points on which clarification is needed.
- 7.4 Points raised by the bidder shall be clarified in the Pre-bid meeting. Any modifications/ additions /alteration of the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the MCGM by recording the minutes of the pre-bid meeting. Such modifications in the bid Documents shall be published on the MCGM portal so as to make it known to all the prospective bidders so also by communicating to the bidders seeking clarification.

- 7.5 Non-attendance at the pre-bid meeting shall not be a cause for disqualification of a bidder.
- 7.6 Any changes in venue, date and time shall be communicated in the same manner in which other changes would be intimated.

#### **8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the MCGM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 8.2 Amendments will be provided in the form of addendum/corrigendum/clarification to the Bidding Documents, which will be uploaded online on MCGM Portal. Such addendum/corrigendum/clarification will be binding on Bidders. It will be assumed that the amendments contained in such addendum/corrigendum/clarification will have been taken into account by the Bidder in its bid. All bidders shall digitally sign such addendum/corrigendum/clarification and upload it in packet 'B'.
- 8.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the MCGM may, at its discretion, extend the deadline for the submission of bids, in which case, the MCGM will notify on MCGM portal or all Bidders in writing of the extended deadline.

### **E. Preparation of Bids**

#### **9. Language of Bid**

- 9.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the MCGM shall be written in the language **English**. Any printed literature furnished by the Bidder as part of its bid may be in a language other than English, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

#### **10. Documents Comprising the Bid**

- 10.1 The bidder shall not disclose/quote the rate of the items in Packet "A" and/or Packet "B". In case if there appears to be such indication of rate by the bidder in this packet, the bid shall be rejected outright. All the documents should be uploaded in PDF format only.

##### 10.1.1 Packet 'A'

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

- > Bidder Profile (**Annexure-3**)
  - > Bid Form
  - > Undertaking by Bidder on stamp paper. (**Annexure-2**)
  - > Authorisation letter for attending opening of bid (**Annexure-4**).
  - > Bid document duly signed.
  - > Firm/Company/Sanstha registration certificates.
- i) Power of attorney in case of partnership Firms/Public Ltd. Co./Pvt. Ltd. Co./Societies/Govt. Undertaking.
- ii) Company Registration Certificate, Partnership deed, article of association, society's registration certificate as the case may be.
- > Solvency Certificate for minimum of ₹ 2,00,000/- (issued not more than 6 months earlier as on due date).
  - > GST registration certificate as applicable.

- > Pan Card/ Aadhar Card of his own, in case of retailer/dealer/service provider/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 Act 1950/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.

- > Photographs of individuals, proprietor or all partners as the case may be.
- > C.A.'s certificate for turnover of bidder.
- > Valid Registration Certificate under ESIC Act 1948. OR Declaration as provided in **Annexure-2**, if registration under ESIC Act not applicable.
- > Valid Registration Certificate under EPF & M Act 1952. OR Declaration as provided in **Annexure-2**, if registration under EPF & M Act not applicable in case of workers less than 20 nos. in the establishment.
- > Agreement of Integrity pact as per **Annexure-5**
- > Copies of Income tax return for last three years.

#### 10.1.2 Packet 'B'

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

- > Past performance/experience certificates/documents in the name of bidder / manufacturer.

#### 10.1.3 Packet 'C'

- > This packet will be generated by the system itself. Bidder has to fill in the rate he desires to quote as per the requirement of the bid online.
- > This packet shall therefore contain only financial offer of the bidder and nothing else.

### 11. Bid Prices

- 11.1 Prices must be quoted in accordance with the instructions provided in the bid. **Annexure-8**
- 11.2 While quoting the prices it must be inclusive of all taxes. The rate quoted will be taken into consideration for evaluation and price comparisons. It is clearly understood that MCGM will not bear any additional liability towards payment of any taxes and duties.
- 11.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

### 12. Bid Currencies

- 12.1 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(₹).

### 13. Bid security (EMD)

- 13.1 The amount of EMD required is Rs. 15,700/-
- 13.2 EMD shall be paid online in SRM module.
- 13.3 EMD is required in accordance with Clause 13.1, any bid not accompanied by a substantially acceptable EMD in accordance with Clauses 13.2, shall be rejected by the MCGM as non-responsive.
- 13.4 As per guidelines MGC/F/7867 Dated 06.10.2015, on opening the Pre-Qualification folder (Packet 'A'), if it is found that the bidder has not submitted required

documents then the bidder shall be intimated to comply with the said documents within 3 days from the opening of the Pre-Qualification folder (Packet 'A') failing which **10% of the EMD paid by the bidder shall be forfeited and bid shall be treated as non-responsive.**

13.5 As per guidelines MGC/F/7867 Dated 06.10.2015, on opening the Technical folder (Packet 'B'), if it is found that the bidder has not submitted required documents then the bidder shall be intimated to comply with the said documents within 3 days from the opening of the Technical folder (Packet 'B') failing which **10% of the EMD paid by the bidder shall be forfeited and bid shall be treated as non-responsive.**

13.6 Bid Security (EMD), may be forfeited:

- a) 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
- b) in the case of the successful Bidder, if the Bidder fails to:
  - i) sign the Contract Agreement; or
  - ii) furnish the Contract Deposit.
- c) No Objections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

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

**a . Non submission of following documents -**

- i. Valid Registration Certificate
- ii. Valid Bank Solvency
- iii. GST Registration Certificate
- iv. Certified Copies of PAN documents and photographs of individuals, owners etc
- v. Partnership Deed and any other documents.
- vi. Undertakings as mentioned in the tender document.

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

- a. In-adequate submission of EMD/ASD amount.
- b. In-adequate of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- c. Wrong calculation of Bid Capacity.
- d. No proper submission of experience certificates and other documents, etc.

13.7 Unless executed or forfeited, Bid Securities (EMD), if any, will be returned without any interest as promptly as possible to,

- a) all Bidders upon annulment of the bidding;
- b) Bidders refusing a request to extend the period of validity of their bids;
- c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;
- d) the unsuccessful Bidders other than first four lowest bidder, immediately without waiting for those bidders request to release the EMD;
- e) EMD/ASD of the bidders from L3 & downwards will be released immediately in next three days without asking any application from the Applicant at the level of AE/Executive Engineer through SRMsystem. And without any insistence of the sanction of the competent authority as the EMD/ASD is a deposit to be refunded immediately of unsuccessful bidder and should not be done automatically.
- f) EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution for awarding the work to L1.

## **14. Validity of Bid**

- 14.1 Bids shall remain valid, at a minimum, for the period of **180 days** from the date of opening of bid prescribed by the MCGM. A bid valid for a shorter period shall be rejected by the MCGM as non-responsive. However, Bidders are responsible for adjusting the dates in the bid in accordance with any extensions to the deadline date of bid submission.
- 14.2 In exceptional circumstances, prior to expiry of the bid validity period, the MCGM 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. Bidder agreeing to the request will not be required or permitted to modify its bid.
- 14.3

## **15. Bidders Status and Common partners**

- 15.1 Bidders participating in the bidding process have to furnish following details along with required documents in the format enclosed to bid documents:-
- a) Whether it is proprietary firm-  
If yes, name of the owner, complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number, & Email ID etc.
  - b) Whether it is a partnership concern-  
If yes, names of each partner complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & Email ID etc. and copy of registration certificate.
  - c) Whether it is a company-  
If yes, documentary proof such as certificate of incorporation, memorandum and article of association.
  - d) Whether it is a Co-Operative Society-  
If yes, the copy of registration certificate and letter of authorization from the concerned Society and its authorized person's complete Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & Email ID.
- 15.2 The bidders quoting for the bid shall be governed by following conditions applicable in respect of common partners-
- a) All bidders must disclose the names of their partners, if any in the particular contract. Any bidder failing to do so shall render himself liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black listing.
  - b) 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 /partner closely related to each other such as husband, wife father/mother and son/daughter and brother /sister shall not bid separately under different names for the same contract.



- c) If it is found that firms as described above have bid separately under different names for the same contract, all such bid(s) shall stand rejected and EMD of each such firm/establishment shall be forfeited. In addition, such firms/establishment shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- d) If it is found that closely related persons have submitted separate bids under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/ firms though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action including similar action against the firms/ establishment concerned.
- e) If after award of contract it is found that the responsive bidder violates any of the above clauses the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

#### **16. Goods and Service Tax -**

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers, falls under Reverse Charge Machanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rated accepted by MCGM 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.

#### **17. Signing of Bid**

- 17.1 The Bidder shall download and prepare the bids as per the instructions specified in **IFB**.
- 17.2 The bidders are requested to fill the bid carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variations in the rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after bid has been submitted.
- 17.3 The bid shall contain no interlineations, erasures, or overwriting. Any bid containing corrections or alterations shall be rejected.
- 17.4 Who should sign -
  - > If the e-tender is made by the individual, it shall be signed by him with his full name and current address.
  - > If the e-tender is made by a proprietary firm, it shall be signed by the proprietor with his full name and name of his firm with its current address.
  - > If the e-tender is made by firm in partnership, it shall be signed by all the partners of the firm with their full names & current address or by a partner holding the Power of Attorney for the firm for signing the bid. In this case, a certified copy of the Power of Attorney shall be uploaded. A certified copy of the partnership deed shall also be uploaded.
  - > If the e-tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the Power of Attorney for

signing the bid in which case a certified copy of the Power of Attorney shall be uploaded.

- > If the e-tender is made by a co-operative society or any charitable institute or any other sanstha it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be uploaded.
- > If the person signing the tender is other than the individual or the Proprietor, then bidder shall upload a certificate copy of Power of Authority authorizing the signatory.

## **F. Submission of Bid**

### **18. Uploading of Bid & Responsibility for Uploaded Documents**

- 18.1 The Bidder shall digitally sign and upload the original copy of the bid document and all required documents on MCGM portal as per the instructions given in IFB & ITB.
- 18.2 The responsibility to produce original and authenticated documents in respect of documents uploaded rests with the bidder. If any document detected to be forged, bogus etc., the tender shall be rejected and the EMD forfeited. Any contract entered into under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said contractors and /or the partners.
- 18.3 If the certificates issued by any state authority are in a language other than English, Hindi or Marathi, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be uploaded, along with a copy of the original certificate.

### **19. Deadline for Submission of Bid**

- 19.1 Bidder shall submit the bid documents on MCGM portal as per the instructions specified in the bid on or before due date.
- 19.2 The MCGM may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the MCGM and Bidders will thereafter be subject to the deadline as extended.

### **20. Late Bids**

- 20.1 Late submission of any bid will not be entertained and will not be permitted by the e-Tendering system after the bid submission deadline prescribed by the MCGM.

### **21. Withdrawal, Substitution and Modification of Bids**

- 21.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that the withdrawal, substitution, or modification is prior to the deadline prescribed for bid submission. All modification or substitution must be digitally signed and uploaded by an authorized representative.
- 21.2 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in forfeiture of the EMD.

## **G. Bid Opening and Evaluation**

### **22. Opening of Bid by MCGM**

- 22.1 The MCGM will open all bids, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the Bid**. Bidders' representatives shall sign a register as proof of their attendance.
- 22.2 Bids that are not uploaded with the required documents at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

### **23. Clarification of Bids**

- 23.1 During the bid evaluation, the MCGM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **24. Pre-Qualification of Bids**

- 24.1 The MCGM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the MCGM will ensure that each bid is from a pre-qualified Bidder.
- 24.2 The MCGM may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.3 Prior to the detailed evaluation, the MCGM will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the material; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the MCGM's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 24.4 If a bid is not substantially responsive, it will be rejected by the MCGM and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The MCGM's determination of bid responsiveness will be based on the contents of the bid itself.

### **25. Evaluation of Bids**

- 25.1 The bidders bid must be complete in all respect, confirm to all the requirements, terms and conditions and specifications as stipulated in the bid document.
- 25.2 The evaluation process of the Bid Document proposed to be adopted by MCGM is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that MCGM may adopt. However, MCGM reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.
- 25.3 The technical bids of only those bidders, who qualify in the pre-qualification stage, will be opened before the committee on the e-Tendering system and same will be evaluated as per the evaluation criteria and relevant documents in support of them. The Bid Evaluation Committee may invite each bidder to make presentation as part of the technical evaluation. The technically qualified bidders will be eligible for further process. Commercial bids of only technically eligible bidders will be opened before the committee on the e-Tendering System. Decision of the committee will be final.
- 25.4 To be considered for Contract award, Bidders must have submitted bids,
- a) for which detailed bid evaluation using the same standards for compliance determination confirms that the bids are commercially and technically responsive, and include the provide services as per the entire bid; and
  - b) that offer goods that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the MCGM may require.

## **26. Contacting the MCGM**

- 26.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the MCGM on any matter related to the bid, it should do so in writing.
- 26.2 If a Bidder tries to directly influence the MCGM or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

## **H. Post-Qualification and Award of Contract**

### **27. Post-Qualification**

- 27.1 The MCGM will determine at its own cost and to its satisfaction whether the Bidder (including any Subcontractors for which the Bid permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily. If a pre-qualification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the MCGM will determine in the manner described above that no material changes have occurred after the pre-qualification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.
- 27.2 the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the MCGM deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. At the time of post-qualification the MCGM may also carry out tests to determine that the performance or functionality of the goods offered meets those stated in the Technical Requirements.
- 27.3 An affirmative post-qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the MCGM will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **28. Award Criteria**

- 28.1 the MCGM will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily.

### **29. MCGM's Right**

- 29.1 The MCGM reserves the right at the time of Contract award to increase or decrease the quantity, by **20%** from the originally specified in the bid without any change in unit prices or other terms and conditions.
- 29.2 The MCGM reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

### **30. Notification of Award**

- 30.1 Prior to the expiration of the period of bid validity, the MCGM shall notify the successful Bidder, in writing, that its bid has been accepted.
- 30.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 30.3 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security specified in the bid, the MCGM will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any.

### **31. Signing of Contract**

- 31.1 At the same time as the MCGM notifies the successful Bidder that its bid has been accepted, the Bidder shall execute Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties within Thirty (30) days. MCGM reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given by the successful vendor in writing.
- 31.2 In addition to terms and conditions being mentioned hereunder, all terms and conditions of the bid documents and corrigenda issued will also be applicable for the contract.

### **32. Integrity Pact**

- 32.1 The bidder must upload in Packet 'A', the agreement of integrity pact as per attached **Annexure-5** duly signed and stamped on ₹200/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for EMD to be submitted prior to the due date of the bid.
- 32.2 If the document is not submitted and uploaded as per procedure mentioned above, the bid shall be treated as Non-Responsive.

### **33. Grievance Redressal**

- 33.1 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.
- 33.2 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 Municipal Secretary, Ch. Eng. other than the Eng. of contract & concerned C.A. The committee shall give decision in writing within **60 days**.
- 33.3 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.

## **SECTION-II**

### **General Conditions of Contract (GCC)**

## A. Contract and Interpretation

### 1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated below:

- a) Contract Elements
  - i) "Contract" mean the bid and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
  - ii) "Contract Documents" mean the documents specified in the Contract Agreement (including any amendments to these Documents).
  - iii) "GCC" mean the General Conditions of Contract.
  - iv) "Technical Requirements" means the Technical Requirements Section of the Bidding Documents.
  - v) "Contract Price" mean the price or prices defined in the Contract Agreement.
  - vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the MCGM and service provider in relation to the System.
- b) Entities
  - i) "MCGM" mean the entity purchasing the Goods and Services.
  - ii) "service provider/Vendor" mean the firm whose bid to perform the Contract has been accepted by the MCGM and is named as such in the Contract Agreement.
  - iii) "service provider's Representative" mean any person nominated by the service provider and named as such in the Contract Agreement or otherwise approved by the MCGM to perform the duties delegated by the service provider.
- c) Scope
  - i) "Goods" mean all equipment, machinery, furnishings, Materials, and other tangible items that the service provider is required to provide services under the Contract, including, without limitation, the Materials, but excluding the service provider's Equipment.
  - ii) "Services" mean all technical, logistical, management, and any other Services to be provided by the Supplier under the Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp / Xerox / Panasonic / Ricoh make with copying/printing speed. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation,

integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

d) Activities

- i) "Delivery" mean the services provided from the service provider to the MCGM in accordance with the current edition Incoterms specified in the Contract.
- ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning.
- iii) "Commissioning" means operation of the System or any Subsystem by the Service Provider following Installation, which operation is to be carried out by the Service Provider, for the purpose of carrying out Operational Acceptance Test(s).
- iv) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan.

**2. Contract Documents**

- 2.1 all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

**3. Interpretation**

3.1 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.2 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.3 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.4 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

**4. Notices**

- 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, by personal delivery, airmail post, special courier, cable,



telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

- 4.1.1 Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
  - 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
  - 4.1.3 Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
  - 4.1.4 Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

#### **5. Governing Law and Jurisdiction**

- 5.1 The Contract shall be governed by the laws of India for the time being in force. Marking of all the stores supplied must comply with the requirement of Indian Acts relating to merchandise marks and all the rules made under such acts.
- 5.2 The courts within the local limits of Mumbai only shall have jurisdiction to deal with and decide any matter arising out of this Contract.

#### **6. 'Contract to be entered with service provider of providing photocopying facility on "per copy basis"**

##### **The terms and conditions for the contract to be entered with service provider of providing photocopying facility on per copy basis.**

1. The contractor shall have to install 2 Nos new photocopier machine the approved make viz. Canon / SHARP / Xerox / Panasonic / Ricoh.
2. Per copy rate quoted by the contractor shall be inclusive of all taxes. The rate quoted will be taken into consideration for evaluation and price comparisons. It is clearly understood that MCGM will not bear any additional liability towards payment of any taxes and duties.
3. The manpower & papers will be supplied by contractor.
4. Certificate of ERTL for appropriate IS standard shall be uploaded.
5. The Space allotted for activities will be 3 mtr. x 3 mtr. (approx.). Construction of a temporary kiosk will be permitted.
6. Quantity of contract will vary according to formation of New body of corporation after the general election of MCGM
7. The Contract will be made for two years, which shall be further renewable for one year or as decided by H.O.D.

##### **CONTRACT -**

7. a. If the cost of work is Rs.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. Legal & Stationary charges Nil up to Rs.50,000/-.
- b. Supplier failing to execute the contract within 15 days from the receipt of the contract documents, shall be deemed to have committed a breach of the undertaking given by them in their quotation and the Municipal Secretary may forfeit the EMD and his tender shall stand rejected.
- c. Stamp Duty applicable for Contract Agreement is Rs.500/- upto Rs.10 Lakh. If contract deposit is paid in form of BG additional 0.50% stamp duty will be borne by the contractor.
- d. The successful bidders shall pay 5% security deposit or equivalent value of the Bank Guarantee towards faithful compliance of the contract within 15 days from the acceptance of the work order. The security deposit or Bank Guarantee shall be refund/returned after successful completion of contract period and further period of 6 months.
8. Nominal rent of Rs. 1/- per month have to be paid by the contractor for space provided.
9. Electricity will be given free of charge one 15/15A three pin socket, fan+light point will be given. Fixtures to be arranged by the contractor.
10. The Contractor shall have to give first preference to M.C.G.M. work.
11. The contractor shall raise monthly bill which shall be paid by the user department.
12. Down time of the photocopier machine should not be more than 2 hours. In case of major defects corresponding to down time of 24 hrs. or more, contractor should arrange a stand by machine immediately. Penalty of Rs.100/- after downtime of 2 hours for every 1 hour will be deducted from the monthly bill by the dept., if stand-by machine is not arranged. Penalty for delay period for installation will be deducted as applicable and decided by H.O.D.
13. Contractor shall upload the valid GST registration from appropriate authority. All taxes like CGST, SGST, IGST shall be included in the per copy rate.
14. The necessary records of photocopies taken out will be maintained by both the contractor and the department.
15. The contractor have to pay Legal, stationary charges and stamp duty as specified in the tender before start of service.
16. The contract can be terminated mutually with one months notice. If performance is not satisfactory.
17. It is mandatory for the contractor to fillup all the categories mentioned in schedule of quantity and rates. However the evaluation will be carried out for each category separately.
18. On the basis of requirements received from M.S. depts., following is the apprx. quantum work. However, it may vary.

Category 'A'	Apprx. 2 machine
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The nos. of machines shown are approximate and MCGM will not pay any relief/compensation if the no. of machines shown above get reduced or increased. However the payment shall be paid as per the rate quoted in the BOQ.

19. The location which is to be allotted to the contractor will be decided by the MCGM. If in case the rate of two contractors for a certain category of m/c are same then the quantum of work will be divided between them.

20. The contractor will be paid on per copy basis, monthly payment as per fixed copy rate quoted by him. The payment will be made by E.C.S./R.T.G.S./NEFT/CBS.

**Instructions to Tenderer :-**

- 1) Validity of the tender : 180 days
- 2) Work start Period : 7 days from receipt of the work order.
- 21) The successful quotationer shall have to submit the affidavit for Best Price in given format of this office.(on Rs. 200/- stamp paper)
- 22) The successful quotationer shall have to submit the Undertaking-cum-Indemnity Bond in given format on Rs. 200/- stamp paper as per circular EE/C&R/310/Civil dt.19.4.2014
- 23) The Quotationer shall attach photocopy of PAN CARD/AADHAR CARD & GST registration copy.
- 24) Irrevocable Undertaking as per the circular no.CA/F/PROJECT/19 ,DT. 15.9.2017(Annexure-A)

The quotationer can not withdraw his offer within the validity period. If he does so, the earnest money deposit will be forfeited by the corporation.

## **B. Subject Matter of Contract**

### **7. Scope of the System**

- 7.1 Unless otherwise expressly **limited in the** Technical Requirements, the Service Provider's obligations cover the provision of providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed as well as the performance of all Services and any other documents specified in the Contract.
- 7.2 The Service Provider shall, unless specifically excluded in the Contract, perform all such work not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

### **8. Time for Commencement and Operational Acceptance**

- 8.1 The Service Provider shall commence work on the contract within the period **specified in the bid**, and the Service Provider shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical requirements Section.
- 8.2 The Service Provider shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time **specified in the bid** and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section, or within such extended time.

### **9. Service Provider's Responsibility**

- 9.1 The Service Provider shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon/Sharp/Xerox/Panasonic/Ricoh make with copying/ printing speed and other related services, or in accordance with best industry practices. In particular, the Service Provider shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 9.2 The Service Provider confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the MCGM and on the basis of information that the Service Provider could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Service Provider relating to the System as at the date twenty-eight (28) days prior to bid submission. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Service Provider shall be responsible for timely provision of all resources, information, and decision making under its control. Failure to provide such resources, information, and decision making may constitute grounds for termination.
- 9.4 The Service Provider shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the India that are necessary for the performance of the Contract, including, without limitation, visas for the Service Provider's and Subcontractor's personnel and entry

permits for all imported Service Provider’s Equipment. The Service Provider shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the MCGM that are necessary for the performance of the Contract.

9.5 The Service Provider shall comply with all laws in force in the India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Service Provider. The Service Provider shall indemnify and hold harmless the MCGM from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or its personnel, including the Subcontractors and their personnel. The Service Provider shall not indemnify the MCGM to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the MCGM.

**10. MCGM’s Responsibilities**

- 10.1 The MCGM shall ensure the accuracy of all information and/or data to be supplied by the MCGM to the Service Provider, except when otherwise expressly stated in the Contract.
- 10.2 The MCGM shall be responsible for timely provision of all resources, information, and decision making under its control.
- 10.3 The MCGM shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

**C. Payment**

**11. Contract Price**

- 11.1 The Contract Price shall be as specified in the Contract Agreement.
- 11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System or to other clauses in the Contract.
- 11.3 The Service Provider shall 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.
- 11.4 As per Legal Document Circular No 10539 dt 28.03.2023 the successful Service Provider will have to pay the legal charges & stationary charges at revised rates for preparing contract documents against each individual order as follows:

Contract Value	Collective Legal Charges and Stationary charges
Upto Rs.50,000/-	Nil
Rs. 50,001/- to Rs.1,00,000/-	Rs. 6920/-
Rs. 1,00,001/- to Rs.3,00,000/-	Rs.1020/-
Rs.30,00,001/- to Rs.5,00,000/-	Rs.13720/-
Rs.5,00,001/- to Rs.10,00,000/-	Rs.15970/-

In case of revision of the above mentioned legal and stationary charges, Service Provider shall pay revised legal and stationary charges.

- Stamp Duty applicable as below:

For Contract Value upto Rs. 10,00,000/-	Rs. 500/-
For Contract Vaule above Rs. 10,00,001/-	Rs.500/- plus 0.1% of the amount above Rs. 10 Lakhs subject to maximum of Rs.25 Lakhs.

**12. Submission of Bills**

- 12.1 The vendor have to submit the bill for the work carried out after complition of every month work to the respective executing department and the concerned executing department has to process the bill for vigilance NOC, wherever necessary, and for onward submission to the Accounts Department for admitting the payment within next 8 days. If these contractual agencies fail to submit their bill to concerned executing department for the completed work/running bill within 15 days, penalty or action as shown below will be taken for each delayed bill:

**13. Terms of Payment**

- 13.1 The Service Provider’s request for payment shall be made to the MCGM in writing, accompanied by an invoice (monthly bill ).
- 13.2 The mode of Payment will be ECS/NEFT/RTGS or CBS only.
- 13.3 No Advance Payment will be paid to the Service Provider/s.

**14. Securities**

- 14.1 Security Deposit -

The successful bidder shall, provide the security deposit in the amount equal to **5 percent** of the total contract cost. Contract Deposits shall be paid as under:

- 14.1.1 Security Deposit on total contract Cost of Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed shall be paid within 15 days on award of contract. It shall be valid for the period of 2 years + 6 months for process of refund of contract deposit.
- 14.1.2 The security deposit shall be in the form of bank guarantee as per proforma provided in the **Annexure-6**, of the Bidding Documents from the bankers approved by MCGM. It shall be valid upto completion of contract period, defect liability period or payment of final bill whichever is later.
- 14.1.3 Postponement or avoiding the payment of the full contract deposit or the execution of the contract will not be permitted on the ground of his other deposits/contract deposit being with MCGM. Such transfers shall not under any circumstances be permitted.

- 14.1.4 Failure to pay the contract deposit for Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/Panasonic/Ricoh make with copying/printing speed Thin Client within specified period shall be deemed to have committed a breach of undertaking given by him in the bid for which the Municipal Commissioner may forfeit the Bid Security (EMD). In that eventuality his tender shall stand rejected.
- 14.1.5 Successful bidder shall complete all contractual formalities within 30 days from date of award of contract/PO. In case of a Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by the person duly authorized to sign the contract for the Company by a Power of Attorney. Such Power of Attorney must be registered in the cash section of Finance department.
- 14.2 Refund of Security Deposit/Performance Security
- 14.2.1 Security Deposit on total contract Cost of Providing plain paper Digital photocopying facility on per copy basis will be refunded only after completion of satisfactory service of 2 years + 6 months for process of refund of security deposit.

#### **15. Other Services**

- 15.1 The Service Provider shall provide all Services specified in the Contract in accordance with the highest standards of professional competence and integrity.
- 15.2 Prices charged by the Service Provider for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Service Provider in Bid) and shall not exceed the prevailing rates charged by the Service Provider to other Government Organizations in India for similar services.

#### **16. Extension of Time for Achieving Operational Acceptance**

- 16.1 The time(s) for achieving Operational Acceptance specified in the bid shall be extended if the Service Provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following;
- a) any occurrence of natural or physical disaster;
  - b) default of the MCGM; or
  - d) any other matter specifically mentioned in the Contract;
- by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Service Provider.
- 16.2 Except where otherwise specifically provided in the Contract, the Service Provider shall submit to the MCGM a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the MCGM and the Service Provider shall agree upon the period of such extension. In the event that the Service Provider does not accept the MCGM's estimate of a fair and reasonable time extension, the Service Provider shall be entitled to refer the matter to the provisions for the Settlement of Disputes.

- 16.3 The Service Provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## **F. Defect Liabilities**

### **17. Defect Liability**

- 17.1 Down time of the photocopier machine should not be more than 2 hours. In case of major defects corresponding to down time of 24 hrs. or more, contractor should arrange a stand by machine immediately. Penalty of Rs.100/- after downtime of 2 hours for every 1 hour will be deducted from the monthly bill by the dept., if stand-by machine is not arranged. Penalty for delay period for installation will be deducted as applicable and decided by H.O.D.

### **18. Force Majeure**

- 18.1 The Service Provider 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.
- 18.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the MCGM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the MCGM in writing of such condition and the cause thereof. Unless otherwise directed by the MCGM in writing, the Service Provider 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.

## **H. Disqualification and Termination**

### **19. Disqualification**

- 19.1 Without prejudice to other conditions disqualifying the bidders they shall note that even though the bidders meet the qualifying criteria, they are liable to be disqualified, with forfeiture of EMD, if they have:
- 19.1.1 Made misleading or false representations in the forms, statements and attachments submitted online, in proof of the qualification requirements, and/or
- 19.1.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc. and/or
- 19.1.3 Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the MCGM, or
- 19.1.4 Not uploaded details of ongoing works/commitments.
- 19.1.5 Adopted any 'corrupt practice', 'fraudulent practice', 'collusive practice' or 'coercive practice'.



## **20. Termination**

- 20.1 Without prejudice to any other remedy, MCGM reserves the right to terminate the contract by giving adequate advance notice to the contractor/Service Provider/vendor particularly in respect of following situations:
  - 20.1.1 If the contractor/Service Provider/vendor fails to providing the plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp / Xerox / Panasonic / Ricoh make with copying/printing speed to carry out the work within the stipulated period.
  - 20.1.2 If the contractor/Service Provider/vendor fails to perform any other obligation under the contract.
  - 20.1.3 If the contractor/Service Provider/vendor becomes bankrupt or otherwise insolvent.
  - 20.1.4 If it is established that the contractor/Service Provider/vendor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - 20.1.5 Any reason the MCGM thinks it fit to terminate the contract.

## **21. Assignment**

- 21.1 Neither the MCGM nor the Service Provider shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

## **SECTION-III**

### **Scope of Work**

### **1. Work Objective**

- 1.1 The Municipal Commissioner for and on behalf of Municipal Corporation of Greater Mumbai (MCGM), invites bids for the Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp / Xerox / Panasonic / Ricoh make with copying/printing speed not less than 16 copy per minute at Municipal Secretary Office .

### **2. Scope**

- 2.1 Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp / Xerox / Panasonic / Ricoh make with copying/printing speed of 16 pages per minute.
- 2.2 The bidder is responsible to keep the computer system running for the entire contract period by providing necessary service as per terms and conditions of the bid document, except those caused beyond the control of the bidder.
- 2.3 MCGM Space allotted for activities will be 3 mtr. x 3 mtr. (approx.). Construction of a temporary kiosk will be permitted open space. However, for all remaining activities it will be sole responsibility of successful bidder.

### **3. Holidays**

All Government holidays and Saturdays as per MCGM Policy.

## **SECTION-IV**

### **Bid Form & Agreement**

## 1. Bid Form

To  
The Municipal Commissioner  
Municipal Corporation of Greater Mumbai

**Subject:** - E-Tender No.:..... Due date:.....

Sir,

1. I / We.....(full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to,
  - 1) Invitation for Bid (IFB).
  - 2) Instructions to Bidder (ITB).
  - 3) General Conditions of Contract (GCC).
  - 4) Scope of Work.
  - 5) Forms and Agreement.
  - 6) Annexures.
  - 7) Minutes of Pre-Bid Meeting.
  - 8) Addenda/Corrigenda, if any.
  
2. I / We have examined the details/ specifications of supply to be made/ work to be carried out and noted all the terms and conditions and accordingly hereby e-tender for execution of the works/ supply referred to in the aforesaid documents, at the rate quoted for respective article/ at the percentage quoted in the form of price proposal and appendix to price proposal and signed by me / us. (Strike out the portions which are not applicable).
  
3. I/ We have paid the Earnest Money Deposit (E.M.D.) online .....dated..... for INR.....in favour of 'Municipal Corporation of Greater Mumbai' ll drawn on .....and payable at Mumbai and submitted at the office of..... We are aware that this EMD shall not bear any interest till it is with MCGM.
  
4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
  
5. I/We hereby further agree to execute agreement in the prescribed proforma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
  
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
  
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of ₹200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them, in all respect throughout the period of contract.

Yours faithfully,

Full Signature of the Bidder  
with official rubber stamp.

Full Names, Office & Residential Address of all the partners constituting the firm:

Sr. No.	Full Name	Office Address	Residential Address	Signature

**2. Article of Agreement**

E- Tender No..... Due on ...../...../.....  
 Standing Committee Resolution No.....of.....

**Mayor's/ Municipal Commissioner's Sanction No..... Dated.....**

**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 Dy. Municipal Commissioner in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dy. Municipal Commissioner and any officers of Municipal Corporation of Greater Mumbai authorized by the Dy. Municipal Commissioner 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

AND WHEREAS the 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 for providing service of the ..... and / or certain work mentioned in the schedule / specification here to annexed.

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

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

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

**1. Contract Period**

That this Contract shall be deemed to have commence as from and after .....Day of .....Two Thousand .....and shall continue in force, subject to the power of the HoD/ Dean..... for the time being to determine the same previously as hereinafter mentioned until ..... Day of ..... Two Thousand ..... Or until such time as the Service / 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. Contract Deposit**

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retain upto completion of 2 years and further period of six months.

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

The Contractor/s during the continuance of this contract shall providing the said services as per the specification of the Tender Form and/or carry out any and/or works specified in the Tender Form as per the order by the 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.

#### **4. 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.

#### **5. Place of Providing Service.**

The service shall be provided by the Contractor/s at the head office of the Municipal Secretary.

#### **6. Penalty**

Down time of the photocopier machine should not be more than 2 hours. In case of major defects corresponding to down time of 24 hrs. or more, contractor should arrange a stand by machine immediately. Penalty of Rs.100/- after downtime of 2 hours for every 1 hour will be deducted from the monthly bill by the dept., if stand-by machine is not arranged. Penalty for delay period for installation will be deducted as applicable and decided by H.O.D. and 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.

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

The Contractor shall give monthly bill after completion of the satisfactory service mentioned in the respective order, shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory of the services.

#### **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, weightment 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 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 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**

Down time of the photocopier machine should not be more than 2 hours. In case of major defects corresponding to down time of 24 hrs. or more, contractor should arrange a stand by machine immediately. Penalty of Rs.100/- after downtime of 2 hours for every 1 hour will be deducted from the monthly bill by the dept., if stand-by machine is not arranged. Penalty for delay period for installation will be deducted as applicable and decided by H.O.D. and 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.

**24. Operation of the Contract Clauses**

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

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

SIGNED, SEALED AND DELIVERED

By.....

Of.....

In the presence of

1).....

2).....

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By.....

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).....

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

Witness.....

Municipal Secretary.....

.....

.....

S E A L

## **SECTION-V**

### **Annexures**

## 1. Annexure-1: Eligibility Criteria

### Pre-qualification criteria for Implementation Agency:

Sr. No.	Pre qualification Criteria	Proof documents required
1	The bidder should be company registered under Indian companies Act, 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008	Copy of Certificate of Registration/Incorporation or Certificated copy of Partnership Deed.
2	The bidder should have an average annual turnover of Rs. 3 to 4 Lakh from providing service for xerox per copy over the last three financial years (Financial Years 2019-20, 2020-21 and 202-22)	Copy of the audited Profit and loss statement of the company and Certificate from the Chartered Accountant clearly stating the turnover from specified areas of business.
3	The bidder should have positive net-worth	Audited balance sheet as on 31.03.2022.
4	The bidder must have executed at least 3 (three) work orders of similar work (i.e. Providing service for xerox per copy basis)  or  The bidder must have executed at least 1 (one) work orders of similar work (i.e. Providing service for xerox per copy basis) and costing not less than Rs.3 lakh during the last 3 (three) financial years.	Copy of Work Order and Work Completion Certificate (in case of completed projects) signed by a competent authority clearly stating the scope and contact details of the reference person.  In case of an ongoing project, the percentage of work completed for must be at least 50% and bidder must have a percentage completion certificate from the respective client for the same.
5	The bidder must have at least 2 technical support staff(employees) on its payroll at the time of bidding, that the engaged in the said work for maintenance the xerox/photocopier machine	Certificate from HR head of bidder along with the list of staff.

Sr. No.	Pre qualification Criteria	Proof documents required
6	The Bidder should have or shall be ready to set up a project office in Mumbai in ONE month from the date of purchase order.	Lease/Rental Agreements/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set up within a period of 30 days from the date of issuance of Letter of Intent.
7	The Bidder should have valid Income Tax returns for the last three financial years (i.e.2019-20, 2020-21 and 2021-22) and the Bidder (not individual ) should have PAN Card/Aadhar Card.	Provide documentary proof of Income Tax returns for the last three financial years. Provide copy of Pan Card/Aadhar Card.
8	The Bidder should have valid documentary proof of GST registration number.	Copy of GST registration number
9	The Bidder should possess valid registration certificate under E.S.I.C, Act 1948 and valid registration certificate under E.P.F & M.P , Act 1952	Valid E.S.I.C. And E.P.E. Registration Certificate. OR Self Declaration for equivalent services as provided in Annexure-2
10	The Bidder should not have been blacklisted by central Government or any state Government organization/ Department in India at the time of submission of the bid.	Declaration by the Bidder as provided in Annexure-2
11	No consortium and joint venture will be allowed to participate in the Bid	

## 2. Annexure-2: Affidavit

### 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: \_\_\_\_\_

Bid No.: \_\_\_\_\_

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

#### **AFFIDAVIT**

To,  
Municipal Commissioner,  
Municipal Corporation of Greater Mumbai.

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 M.C.G.M., actual nature of providing the service of xerox per copy basis 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 M.C.G.M. 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 MCGM 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 MCGM area if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on us.
8. I / We shall not sublet the work of supply/installation/operation to any agency without the prior approval of the MCGM.
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 M.C.G.M. and EMD shall stand forfeited and I /we liable for action as per term and condition .

12. The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.

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 M.C.G.M. 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 MCGM also.** Further, we have filled in the accompanying quotation/tender with full knowledge of the above liabilities & therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit & blacklisting, for giving any information which is found to be incorrect & against the instructions & directions given in this behalf in this quotation/tender.

I/We further agree & undertake that in the event it is revealed subsequently after allotment of work/ contract to me/us, that any information given by me/us in this quotation/tender is false or incorrect, I/We shall be compensate the Municipal Corporation Of Greater Mumbai 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 \_\_\_\_\_

**1) 3. Annexure-3: Bidder's Profile**

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

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>	<b>Proof Document Enclosed? (Y/N)</b>
1	Name of the Bidder		
2.	Registered Head Office with Postal Address and Telephone Numbers		
3.	Registered Mumbai Office with Postal Address		

	and Telephone Numbers		
4.	Address and Contact information of Service Centres in Mumbai		
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	Goods & Service Tax Registration numbers		
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	Bank Details (Type of Account, Account No., Bank name and Branch, MICR No., IFSC Code Etc.)		

**Signature of the Bidder with stamp**

**4. Annexure-4: Authorization for attending Pre-Bid Meeting/Opening of Bid**

(On the letter head)

No.....

Date.....

To

The.....

Municipal Corporation of Greater Mumbai,  
Mumbai.

Sub: Tender No.....due date.....

Sir,

We here by authorize Mr. ....as our authorized representative, to represent us on the following occasion:-

i. Pre-bid Meeting to be held on.....at.....a.m./p.m.

ii. Tender Opening on..... at..... a.m. /p.m.

Kindly permit him to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:



## 5. Annexure-5: Form of Integrity Pact

(on ₹ 200/- Stamp paper)

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the -----month of 20---- between Municipal Corporation of Greater Mumbai acting through Shri -----(Name and Designation of the officer) (hereinafter referred to as the "M.C.G.M." which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----- (Name of the company) represented by Shri -----, Chief Executive Officer / Authorised signatory (Name and Designation of the officer ) ( hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS THE MCGM invites bid for the \_\_\_\_\_  
-----  
(Name of the Stores / Equipment / Service, Tender No. & Date) and the Bidder / Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the MCGM is Urban Local Body. NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the MCGM to obtain the desired said stores / equipment/ services/ works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the MCGM will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the MCGM will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

### 1. COMMITMENTS OF THE M.C.G.M.

1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The MCGM undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract

in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with MCGM.

2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by M.C.G.M. as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.

2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M.C.G.M.

2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with M.C.G.M.

2.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in M.C.G.M.

2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.

2.12 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.13 The Bidders / Contractors will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact. 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **3. PREVIOUS TRANSGRESSION**

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

### **4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the



M.C.G.M. is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of M.C.G.M. to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

## **5. FALL CLAUSE**

5.1 The Bidder undertakes that it has not provided the similar services or subsystems in the past six months in the Maharashtra State for quantity variation up to -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of

India or PSU or MCGM and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or MCGM at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from MCGM.

## **6. VALIDITY OF THE PACT**

6.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

## **7. FACILITATION OF INVESTIGATION**

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **8. MISCELLANEOUS**

8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

8.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

8.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

10. The Parties hereby sign this Integrity Pact at -----on-----

**MCGM**

**BIDDER/SELLER**

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

-----

-----

Dated -----

**WITNESS-1(MCGM)**

**Witness-1(BIDDER/SELLER)**

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

-----

-----

Dated

**6. Annexure-6: 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 / Service Provider furnishing the Banker's Guarantee.

<b>State Bank of India</b>		
1. State Bank of India.		
<b>Nationalized Banks.</b>		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.
11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and Sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
<b>Other Public Sector Banks.</b>		
27. Industrial Development Bank of India (IDBI)		
<b>Private Sector Banks.</b>		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.
37. IndusInd Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.
46. SBI Commercial International Bank Ltd.	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
49. Yes Bank Ltd.		

<b>Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.</b>		
50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.
59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakri Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
<b>State Co-op. Banks.</b>		
75. The Maharashtra State Co-Op. Bank.		
<b>Foreign Banks.</b>		
76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N. V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.
82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.
85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubishi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank psc.	99. Mizuho Corporate Bank Ltd.
100. Oman International Bank S.A.O.G.	101. Societe Generale.	102. Sonali Bank.
103. Standard Chartered Bank.	104. State Bank of Mauritius	

## 7. Annexure-7: Bankers Guarantee (BG) Format

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, BETWEEN THE (**Name of the Bank and address**), Bank incorporated under the Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as “the Bank” which expression shall be deemed to include its successors and assigns) of the first part and (**Name of the Bidder and address**) under the style and name of Messer’s (**name of the Bidder**), a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as ‘the Contractor/s’) of the second part and **THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI** (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 **THE MUNICIPAL CORPORATION FOR GREATER MUMBAI** (hereinafter referred to as ‘the Corporation’) of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner tender for the executive of the work of \_\_\_\_\_ and the terms of such tender/ 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 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 and 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 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- 8 CHART OF THE BID RATE

Sr No.	SAC/ HSN/ CODE	Item/ Work Description	AMT. INCLUSIVE OF ALL TAXES & DUTIES	BIDDER TO INDICATE THE AMOUNT OF APPLICABLE TAXES.								
				CGST		SGST		IGST		OTHER TAXES IF ANY	TOTAL AMOUNT OF TAXES	
				%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	
1		Providing plain paper Digital photocopying facility on per copy basis Photocopy machine shall be of Canon / Sharp/Xerox/ Panasonic/Ricoh make with copying/printing speed not less than 16 copy per minute at Municipal Secretary Office.										

SIGN AND SEAL OF THE BIDDER



**Annexure-A**

**Irrevocable Undertaking**

(on Rs.500/-Stamp Paper)

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

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my /our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

## Checklist

List of Documents to be submitted/uploaded.

### **Eligibility Bid (Packet 'A')**

- 1) Scanned copy of duly filled Bid Form
- 2) Duly filled Eligibility Criteria ([Annexure-1](#))
- 3) Scanned copy of Bidders Profile on company letterhead ([Annexure-3](#))
- 4) Scanned copy of Undertaking by bidder ([Annexure-2](#))
- 5) Authorisation letter to attend bid opening ([Annexure-4](#))
- 6) Attested Scanned copy of Power of Attorney (if applicable)
- 7) Attested Scanned copy of Firm/Company/Sanstha registration certificate
- 8) Attested Scanned copy of turnover for last 3 financial years (audited by CA)
- 9) Attested Scanned copy of Income Tax Returns for last 3 financial years.
- 10) Scanned copy of Bank Solvency Certificate (valid up to contract period)
- 11) Attested Scanned Copy of PAN card and Photograph
- 12) Attested Scanned copy of Partnership deed/Agreement of Consortium in case of partnership firm.
- 13) Attested Scanned Copy of GST or other registration certificates
- 14) Attested Scanned Copy of Valid registration certificates under ESIC Act, 1948, if applicable.

**(If not applicable an undertaking shall be submitted as provided in Annexure-2)**

- 15) Attested Scanned Copy of Valid registration certificate under EPF & M Act, 1952, if applicable.

**(If not applicable an undertaking shall be submitted as provided in Annexure-2)**

- 16) Scanned copy of Integrity Pact ([Annexure-5](#))

### **Technical Bid (Packet 'B')**

- 1) Scanned copy of past performance/experience certificates/documents.

### **Commercial Bid (Packet 'C')**

- 1) The bidder shall submit the commercial offer inclusive of all taxes by filling rates on the screen by e-tendering process. All the inputs given on the e-tendering screen need to be digitally signed.