



Telegram : "STOREESTEE"  
Fax : 022- 23071423 (Direct)

Telephone : 23024026/4032  
[Email-msrtcgsnp@yahoo.com](mailto:Email-msrtcgsnp@yahoo.com) &  
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## Maharashtra State Road Transport Corporation

STORES & PURCHASE DEPARTMENT, JAHANGIR BOMAN BEHRAM MARG, MUMBAI-400 008.

E- Tender No 163 .dtd.3.12.2013

E-TENDER NOTICE No. **3 /2013-14**

**TENDER FOR :- Air Hydrualic  
blind pop riveter**

**No : ST/S&P/ET/ 163 /BT/ Air  
Hydrualic blind pop riveter  
/E- 163 /**

**TENDER TO BE OPENED ON :-  
05.12.2013**

**TENDER SHALL REMAIN VALID  
TILL:-  
6 Months from the date of opening  
of Tender**

**Tender Form fee Rs. 5625/-**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:- Tender for " Air Hydrualic blind pop riveter , so as to be submitted  
online as per the key dates of the tender**

Dear Sir,

Please find enclosed herewith the tender documents for " Air Hydrualic blind  
pop riveter",

**The important instructions in regard to above mentioned tender are  
as under:-**

- 1 This tender is Two bid system tender viz. "QUALIFICATION CRITERIA  
WITH TECHNICAL TENDER" and "COMMERCIAL TENDER"**
  - 2 You must submit QUALIFICATION CRITERIA WITH TECHNICAL  
TENDER - duly completed in all respects along with the necessary documents  
mentioned in the tender online**
- This tender will be opened on 5.12.2013 14:01 Hours.**

3 You must submit **COMMERCIAL TENDER** – duly completed in all respects online The due date of commercial opening will be communicated to the technically shortlisted bidders.

4 **TENDER DOCUMENT shall contain following.**

**Documents to be uploaded along with TECHNICAL TENDER**

- i) Tender Document – Declaration
- ii) Terms and Conditions of tender :- ( Tenderer should sign at the end of each page & upload the same.
- iii) **Annexure A** – Pre- qualification Criteria
- iv) **Annexure "B"** Blank Item schedule to specify items quoted in Tender. (Please do not quote rates in this Annexure)
- v) **Annexure D** – Tender Specifications.
- vi) **Annexure E- Tender Sample & Test Charges (wherever applicable)**
- vii) **Annexure F** :- Bidders Authorization Letter.
- viii) **Annexure G** : Acceptance of Terms and Conditions.
- ix) **Annexure J** : Details in respect of payment through ECS/NEFT mode
- x) **Annexure P** : Acceptance of Price variation clause of tender
- xi) **Annexure X** – Vendor 's information
- xii) **Annexure W**: - Certificate from Chartered Accountant (C.A.) certifying the turnover of the firm.
- xiii) **Annexure Z**:- Undertaking from the Manufacturer

**Documents to be Submitted along with COMMERCIAL TENDER**

- i) **Annexure Y** – Commercial Schedule i.e. commercial Terms and conditions
- ii) **Annexure C** :- Item Rate Schedule

Kindly ensure that the tender document submitted must be accompanied with all relevant documents requested.

In case of any clarification required, you may contact our Stores Officer on phone no. **022-23024026/32/** and may notify to MSRTC in writing to General Manager (S&P), Stores & Purchase Department, Jahangir Boman Marg, Mumbai Central 400 008 .

Thanking you,

Yours Faithfully,

General Manager (S&P)  
Maharashtra State Road Transport Corporation,  
Stores and Purchase Department,  
Jahangir Boman Beharam Marg,  
Mumbai Central, Mumbai-400008  
Fax – 022-23071423

# Instructions

The General Manager (S & P), Maharashtra State Roads Transport Corporation' Mumbai invites e-Tender from interested Bidders for supply of following items:

## TENDER SCHEDULE FOR MSRTC

Tender for "( Air Hydraulic blind pop riveter )" , so as to be submitted online as per the key dates of the tender

Seq. No.	Stage	Start		Expiry	
		Date	Time	Date	Time
1.	Tender Release	11.11.2013	10.00	11.11.2013	18.00
2.	Tender Download	11.11.2013	18.01	3.12.2013	14.00
3.	Bid Preparation	11.11.2013	18.01	3.12.2013	14.00
4.	Technical Bid Closing	3.12.2013	14.01	3.12.2013	15.00
5.	Price Bid Closing.	3.12.2013	14.01	3.12.2013	15.00
6.	Bid Submission	3.12.2013	15.01	5.12.2013	14.00
7.	Technical Bid Opening	5.12.2013	14.01	5.12.2013	18.00
8.	Price Bid Opening	5.12.2013	14.01	5.12.2013	18.00

Bidders Stage

Department. Stage

An Important training Workshop for M.S.R.T.C. Bidder are scheduled on 11.11.2013 at 12.00 Hrs. 19.11.2013 at 12.00, 26.11.2013 at 12.00, 3.12.2013 at 12.00 and 6.12.2013 at 12.00 at G. M. (S&P), Office M.S.R.T.C. Mumbai.

The last date of receipt of Tender Form Fees and Earnest Money Deposit from the Bidders submitting their Bids online shall be **Closing date i.e. 3.12.2013 at 14:00 Hrs.**

## INSTRUCTIONS TO BIDDERS

### Tender Form Fees:

1) The Tender form, conditions of contract, specifications of the work/Item, can be downloaded on payment of Rs.5625/- per set by D D from 11.11.2013 to 3.12.2013 .in favour of '**MSRTC STORES & PURCHASE FUND A/c.**' payable at Mumbai and be submitted at the above Office on or before ( 3.12.2013 ), before 14:00 Hrs.

OR

2) The Tender form, conditions of contract, specifications of the work/Item, can be Downloaded on RTGS payment of **Rs.5625/-** per set from 11.11.2013 to **3.12.2013** .in favour of '**MSRTC STORES & PURCHASE FUND A/c** in SBI Account No. 10044570599 IFSC Code – SBIN0000547. Branch Code – 00547. MICR No. 400002009. Branch – Mumbai Central.. **The** ' UTR No. must be Uploaded in Technical Bid.

**EMD:**

1) The Tenders shall be accompanied by Earnest Money in the form of DD of **Rs13,500/- EMD amount (and in case of SSI Rs. 5000/-)** in favour of '**MSRTC STORES & PURCHASE FUND A/c.**' payable at Mumbai and be submitted at the above Office on or before closing Date before 14:00 Hrs

**OR**

2) The Tenders shall be accompanied by Earnest Money in the form of RTGS payment of ) .in favour of '**MSRTC STORES & PURCHASE FUND A/c** in SBI Account No. 10044570599 IFSC Code – SBIN0000547. Branch Code – 00547. MICR No. 400002009. Branch – Mumbai Central.. **The** ' UTR No. must be Uploaded in Technical Bid.

**GENERAL INSTRUCTIONS:**

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra:** <https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GOM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

**e-Tendering Tool Kit for Bidders** (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. 1038/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GOM e-Tendering Help Desk on number: **020 – 2531 5555 (Pune Helpline)**, , **Email:** [support.gom@nextenders.com](mailto:support.gom@nextenders.com). Sushil Patil - +91 9561469425.

## **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in> on e-Tendering website of Government of Maharashtra, <https://msrtc.maharashtra.etenders.in> by filling Demand Draft details online. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from STORES & PURCHASE DEPARTMENT, JAHANGIR BOMAN BEHRAM MARG, MUMBAI-400 008.

Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.1125/- The online Tenders, of those Bidders whose Tender Form Fees along with the Earnest Money Deposit is not received within the prescribed time limit shall not be considered.

The bidders are required to download the tender document within the prescribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Corporation will not be responsible for any such failure on account of bidders for non downloading the document within the schedule even though they have paid the cost of the tender to the Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

## **PREPARATION & SUBMISSION OF BIDS**

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

### **Online Bid Preparation**

#### **TECHNICAL BID**

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be Zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as mentioned above:

## **COMMERCIAL BID**

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

*Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.*

## **Online Bid Submission**

During this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to corporation's custody. During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

## **EARNEST MONEY DEPOSIT (EMD)**

As given in **NOTICE DETAILS** of the tender on working days. Offers made without Earnest Money Deposit shall be rejected.

## **INSTRUCTIONS TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

During the activity of **Bid Preparation**, the tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the tender (if any) should be completed within the prescribed schedule given for bid preparation.

After **Bid Preparation**, the tenderer is required to complete **Bid Submission** activity within prescribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1038/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit For Bidder** section of **<https://maharashtra.etenders.in>** .

The date and time for online submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

**OPENING OF TENDERS :**

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

**A) ENVELOPE NO. 1 :- (Documents)**

**First of all Technical Bid of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Price bid will not be considered for further action and the same will be recorded.**

**The decision of the tender opening authority in this regard will be final and binding on the contractors.**

**B) ENVELOPE NO. 2 :- (Financial Bid)**

This envelope shall be opened immediately after opening online of **Technical Bid** and only if contents of **Technical Bid** are found to be acceptable to the Corporation. The tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of **Price Bid**.

### **AD)Additional Conditions**

**(i) Approaching any of the Authority / Officer of the Corporation , through himself or by his authorized agent to influence to obtain favorable decision in respect of tender shall be disqualification and for this breach Earnest Money Deposit will be forfeited.**

**(ii) The tenderer shall not appoint liasioning agent in respect of tenderers. Only the authorized responsible officer along with authority letter with identity card shall participate in the tender process and for breach of this condition earnest money shall be forfeited and the firm shall be blacklisted.**

**(iii) During the contractual period if it is found any liasioning agent or mediator intervening in the operation of the contract or indulge in any un authorized act ,the security deposit will also be liable for forfeiture.**

Sd/-

General Manager (S&P)  
Maharashtra State Road Transport Corporation,  
Stores and Purchase Department,  
Jahangir Boman Beharam Marg,  
Mumbai Central, Mumbai-400008  
Fax – 022-23071423.



# Standard Terms and Conditions of the Tender

## PART I

### A) Introduction

- A1. About MSRTC** MSRTC is a leading passenger road transport organization in the nation having fleet of over 16500 buses in the State of Maharashtra. The Organizational Structure of MSRTC is One Central Office, Six Regional Offices, 30 Divisional Offices and 247 depots. Besides this MSRTC have 3 Central workshops, 9 Tyre Retreading Plants, 1 stores supply unit and 1 Printing Press and 1 Central training Institute at Bhosari, Pune. MSRTC daily operates more than 60 lakhs kilometers on more than 20,000 routes with the help of more than 1 lacs of its employees. Annual turnover of MSRTC is to the tune of Rs 5000 Crores.
- A2.Purpose** The tender is invited to use the material/ spare parts / Assys. etc. for maintenance purpose, to keep the vehicle/machine in good condition for the comfort and safety of passenger.
- A3.Cost of tendering** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MSRTC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- A4.Name of the Item** As mentioned in covering letter

### A5 Specifications

**Specifications applicable are enclosed at Annexure D**

### B) The Tendering Documents

- B1. General** The Tenderer is expected to examine all instructions, forms, terms, specification and other information in the tendering documents. Failure to furnish all information required by the tendering documents or submission of a tender not substantially responsive to the tendering documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.
- age of the tender shall be in English Only.**
- B2. Condition of Tendering** A prospective Tenderer requiring any clarification of the tendering documents may notify MSRTC in writing to **General Manager (S&P), Stores and Purchase Department, Jahangir Boman Beharam Marg, Mumbai Central, Mumbai-400008**
- B3. Rejection of Tender** The General Manager (S&P) has right to reject any or all the tenders so received on the due date without assigning any reason thereof.

### C) Preparation of Tenders

#### C1. Documents Comprising Technical and Commercial Tender

#### I) QUALIFICATION CRITERIA WITH TECHNICAL TENDER ( FIRST ENVELOPE)

- a) Tenderer's Declaration Form
- b) Documents, which will establish that the firm is fulfilling the **pre-qualification criteria** as mentioned in **Annexure A**. The firm should make a statement showing the pre-qualification criteria that is fulfilled by them and the documents enclosed by them in support of the same.

- c) **Annexure B:** - Blank item schedule to specify items quoted in tender .( Please do not quote rates in this annexure )
- d) Original Copy of the Receipt of **Earnest Money Deposit paid.**
- e) Original Copy of Receipt of **Testing Charges** paid (**wherever applicable**)
- f) Compliance of requirement mentioned in **Annexure E** wherein the details of Tender Sample and Testing Charges are mentioned.
- g) **Annexure F** – Bidders Authorization Letter
- h) If the tender terms allow Distributor / Sole Selling Agent to participate in the tender then the Certificate from the Manufacturer, authorizing Distributor / Sole Selling Agent to submit the tender must be submitted along with Technical tender.
- i) Technical Offer with Specifications of the Product. (If there is any deviation in the specification of the firm's products specification and specification enclosed along with the tender, then the reasons for deviation must be elaborated along with reasoning supported by relevant documents.)
- j) Technical Documentations (Product Broachers, Leaflets, Manuals etc.)
- k) **Annexure G** – Acceptance to the terms and conditions of the tender
- l) **Annexure J : Details In respect of payment through ECS/NEFT mode**
- m) **Annexure X** - Information about the vendor.
- n) **Annexure Z** – Undertaking from The Manufacturer
- o) Tender form duly signed **EXCEPT Rate Annexure Y & Annexure C**
- p) Essential documents required with reference to this tender with firm's covering letter on firm's Letterhead.
- q) Audited Annual Accounts for the **last One year.**
- r) Acceptance of other terms and conditions

**Remark :-**Enclose all the annexure attached with the tender documents **EXCEPT Rate Annexure Y** and **item Rate Schedule Annexure C** ( If Rate Annexure Y and Rate schedule Annexure C are found in this envelope the tender is liable for rejection )

**Please note that this Technical Tender will not contain any price information.** The technical tender shall be submitted online.

**COMMERCIAL TENDER ( SECOND ENVELOPE)**

- a) Covering Letter, enclosing **Rate Annexure –Y** to be enclosed with tender form duly signed.
- b) **Annexure C** - Item Rate Schedule duly filled in all respects.
- c) Delivery and Implementation schedule.
- d) Warranty details.
- i) **Prices shall be quoted in the Indian Rupees (INR). Prices must be exclusive of all taxes and government levies if any.** This offer will be valid for 6 months from the date of Opening of tender for acceptance.
- ii) **Prices shall be on the basis of FOR term requested in the enclosed Part II of terms and conditions.** Kindly note that no change in the FOR term will be accepted.

**C2. Prices**

- iii) Firm will clearly mention the quantum of Excise Duty, Educational Cess , Sales Tax and Other Govt. Levies applicable. **The tender received without mentioning % age and / or quantum of Govt. levies such as of Excise Duty, Educational Cess , Sales Tax etc. are liable for rejection.**
- iv) Octroi will be borne by MSRTC. Hence Tenderer should quote the rates exclusive of Octroi.
- v) If concessional rate of excise duty is applicable, then the firm must clearly specify the slabs of Excise duty and also the tentative Turn over which can be achieved during the year 2013-14
- vi) **Discounts** – In regard to the discounts, it is to clarify that all discounts offered will be availed by MSRTC based on the business awarded to the firm without linking it to the condition of No. of orders placed or without the condition of minimum quantity / value of supply at one destination.

**Tenderer may offer the quantity/ turnover discounts , however these discounts will be** without linking it to the condition of No. of orders placed or without the condition of minimum quantity / value of supply at one destination.

- vii) **Price Variation Clause :- The prices quoted in the tender are fixed and valid for the 180 days from the date of opening of tender for finalization and acceptance of tender.**

**The price variation clause applicable for the tender is given in the enclosed Part II of terms and conditions.** Kindly note that no change in the Price variation clause will be accepted.

- viii) The Corporation shall not be responsible for any omissions or other errors committed by the Tenderer in communicating cost components. Any liability arising out of any tax, levy or components thereof not being explicitly stated by the Tenderer shall be totally borne by the Tenderer.
- ix) The Commercial Tender shall be prepared in indelible ink and shall not contain any strikeouts, overwriting, erasures or other modifications and shall be free of any clerical or computational error. The Tenderer has to fill up the **rate Annexure “Y ”** compulsory else tender will liable for rejection
- x) The Commercial Tender shall submit online.
- xi) Non-compliance to these instructions shall make the Commercial Tender liable for rejection.

### **C3 Earnest Money Deposit :-**

Each Tenderer has to Deposit a sum as mentioned in covering letter against this tender towards Earnest Money Deposit which shall be paid in **cash or by Demand Draft/RTGS** on any working day before the due date and time of acceptance of tender. Tender must be accompanied by a original receipt of E.M.D. paid with the cashier at the Stores & Purchase Department, Mumbai. Earnest Money Deposit may also be deposited by Demand Draft payable on any Bank in **Mumbai**, in favour of **"MSRTC STORES & PURCHASE Fund A/c." or through RTGS.**

c) **The Earnest Money deposits will be returned as per following schedule:-**

- In case of Tenderer whose tender is rejected for not fulfilling the pre-qualification criteria, **EMD will be refunded within 15-20 days from the date of opening of tender subject to settlement of outstanding dues, if any.**
- In case of Tenderer whose Technical tender qualifies in pre-qualification criteria, EMD will be refunded after tender is decided and rate Contracts are issued subject to settlement of outstanding dues, if any.

d) The Earnest Money Deposit may be forfeited –

- If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form.
- If Tenderer fails to accept letter of intent / Rate Contract within the specified time limit
- (i) Approaching any of the Authority / Officer of the Corporation, through himself or by his authorized agent to influence to obtain favorable decision in respect of tender shall be disqualification and for this breach Earnest Money Deposit will be forfeited.
- (ii) The tenderer shall not appoint liaising agent in respect of tenderers. Only the authorized responsible officer along with authority letter with identity card shall participate in the tender process and for breach of this condition earnest money shall be forfeited and the firm shall be blacklisted.

e) No tender shall be accepted unless the Earnest Money Deposit is paid

f) Failure in submission of E.M.D. will entitle Corporation not to consider the tender

g) No interest will be paid on the E.M.D.

h) The General Manager (S&P) reserves the right to recover amounts, if any, due to the Corporation from the E.M.D.

**C4.Validity of Tender**

shall be valid for the period of Six Months, i.e. 180 days for its acceptance, from the date of Opening of Tender.

**D) Submission of Tender**

**D1. Uploading of Tender**

- i)The tenderer shall upload 1) Qualification Criteria with Technical Tender and 2) Commercial Tender separately as in two separate,

“**QUALIFICATION CRITERIA WITH TECHNICAL TENDER FOR "Air Hydrualic blind pop riveter"**,

” and “ **COMMERCIAL TENDER FOR for " Air Hydrualic blind pop riveter"** ”,

The both tenders shall then be uploaded separately.

ii) **Late Tender-** Any tender received by the MSRTC after the tender submission deadline (after the declared due date and time for closing of tender) prescribed by the MSRTC, will be summarily rejected and then the same will be retained in unopened condition with MSRTC.

## **D2. Qualification criteria**

Only vendors who fulfill pre qualifications mentioned in “Pre-Qualification Criteria” enclosed at **Annexure A** of the tender are eligible to participate in tender.

## **D3. Clarification of offer**

To assist in the scrutiny, evaluation and comparison of offers, General Manager (S&P) may, at his discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

## **E) Award of Contract**

### **E1. Award Criteria**

- First only qualification criteria would be evaluated based on supporting documents submitted by respective vendors. The vendors who are fulfilling qualification criteria given in the tender document, only their technical offers would be further evaluated to check submission of all required technical information pertaining to product specifications and documents as specified in the tender documents are submitted or otherwise.
- The vendors who are meeting pre-qualification criteria prescribed in the tender document & whose technical offers are found to be in accordance with the requirement mentioned in the tender document would be short-listed
- **The tender Sample of such short listed vendors will be sent for testing and Commercial Tenders of vendors whose tender sample is passed would only be opened. Opening date of Commercial Tender will be informed to such shortlisted vendors.**

MSRTC will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and to be the most advantageous tender from the point of view of MSRTC.

**It is the discretion of MSRTC to decide whether to select one or more sources to fulfill its requirement.**

**The award of business will be decided as per MSRTC formula and details about the same are mentioned in Part II of terms and conditions and Annexure I enclosed herewith.**

### **E2. MSRTC’s right to accept any Tender and to Reject any or All Tenders**

The General Manager (S&P) reserves the right to accept or reject any tender and to annual tendering process and reject all tenders at any time prior to award of contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the MSRTC’s action.

### **E3. No Commitment to accept lowest or any tender-**

i) The General Manager (S&P) shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reasons whatsoever. The Corporation reserves the right to make any changes in the terms and conditions of purchase order / rate contract applicable to tender.

- ii) The General Manager (S&P) also reserves the right to accept the whole or any part of tender or portion of the quantity offered any by you.

#### **E4. Notification of Award**

Prior to expiry of the validity period of tender, the MSRTC will notify the successful Tenderer in writing, to be confirmed in writing, that its tender has been accepted. The notification of award will constitute the formation of the contract. No communication will be made with other tenderers.

#### **E5. Security Deposit**

- a) Every tenderer whose tender is accepted either in whole or in part, must deposit by way of Security Deposit for the due and proper fulfillment of the supplies an amount equal to 10% of the estimated values of contract or Rs. 30,00,000/- (Rs. Thirty Lacs Only) whichever is less rounding off to next Rs. 1000/- .For business above Rs 300 Lacs Security Deposit will be Rs 30 Lacs + 1% of allotted business above Rs 300 Lacs. For Small Scale Industries, Security Deposit payable will be 10% of value of business allotted or Rs. 5,00,000/- (Rs. five lakhs only) whichever is lower. Estimated value is purely tentative value of purchases, however General Manager (S&P) does not bind himself to make actual purchases equivalent to estimated value
- b) The Security Deposit should be submitted within the period specified in the acceptance/ offer letter sent to the successful tenderer, failing which MSRT Corporation may cancel the acceptance of the offer of such tenderer. **In case of non-submission of Security Deposit or cancellation of acceptance letter, the firm will be blacklisted and will not be allowed to participate in MSRTC's Tender enquiry for next 3 Years.**
- c) The Security Deposit may please be paid in cash / Demand Draft for which MSRTC will not pay any interest. If Security deposit is submitted by Demand draft then the same should be payable on any Bank in Mumbai, in favour of "**MSRTC STORES & PURCHASE Fund A/c.**" The Security Deposit may also be paid in the form of Banker's Guarantee Bond. If the amount of Security Deposit exceeds Rs. 10,000/-, the Bank Guarantee will have to be executed on stamp paper of the value of Rs.100/- in terms of Section 2(2) (1) read with Articles 54 of the Schedule – I of the Mumbai Stamp Act 1958, further amended by notification No. 25(3)(4) Act No 17-1-1993. The Deposit will be forfeited, if the tenderer fail to render their services ordered by this office within the date stipulated in the service order or commits any breach or breaches of any of the terms and conditions of the contracts. Banker's Guarantee must be also in the name of General Manager (S&P), M.S.R.T. Corporation, Mumbai –400008 and **should be valid for 24 months from the date of issue of contract or 12 months from the date of expiry of contract period whichever is later.**
- d) Any dues to the Corporation on account of recoveries of penalties, test charges etc. including earlier dues , if any, will be recovered from the successful tenderers Bank Guarantee, if not settled by the vendor.

The MSRTC reserves the right to withdraw/ reallocate the share of business to other tenderers, if the successful tenderer/s does not settle their outstanding dues, if any, to the MSRTC within a fifteen days from the receipt of intimation to that effect, by the tenderer.

- f) If the Security Deposit is furnished in Govt. Promissory Notes or Securities, the same will be in the name of General Manager (S&P) , M.S.R.T. Corporation, Mumbai 400008. A commission of 2% will be charged by the Corporation for collection of the interest in the Govt. Securities furnished by the tenders by way of Security Deposit.
- g) **During the contractual period if it is found any liasioning agent or mediator intervening in the operation of the contract or indulge in any un authorized act ,the security deposit will also be liable for forfeiture.**
- h) **Performance Guarantee** equivalent to 5% of business value should be made applicable to the successful tenders. The Performance Guarantee will be in addition to the Security Deposit mentioned above for **39 months**. The Security Deposit should be submitted within the period specified ( normally fifteen days from receipt of intimation ) in the acceptance letter sent to the successful tenderer, failing which MSRT Corporation may cancel the acceptance of such offer . In case of non-submission of Security Deposit or cancellation of acceptance letter, the firm will be blacklisted and will not be allowed to participate in MSRTC's Tenders for next 3 Years.

#### **E6. Entering into a Contract**

At the same time as the MSRTC notifies the successful tenderer that its tender has been accepted, the successful tenderer shall enter into a written contract with MSRTC for a period mentioned in tender schedule.

#### **E7. Right to alter requirement, terms and conditions**

- i) The General Manager (S&P) reserves the right to change the requirement specified in the tenders. ii) The General Manager (S&P) reserves the right to add/ modify/delete any of the terms and conditions listed in the tender. Only those tenderers who accept these conditions in full will be considered. Final terms and conditions will be given at the time of placing of order or at the time of entering into contract with modifications if any.

#### **F ) Payment Term**

The payment term applicable for the contract shall be "100% payment within 30 days from the date of receipt of material." In case firm offers Cash Discount on total invoice value inclusive of taxes and duties for this payment term of 30 days, same will be considered for calculation of nett rate & for business allocation.

OR

"100% payment within 7 days from the receipt of material if cash discount on total invoice value inclusive of taxes and duties is offered by the Tenderer." However this **cash discount offered for payment term of 7 days will not be considered for calculation of net rate & for allocation of business.**

"100% payment within 30 days from the date of receipt of material. The payment will be effected by RTGS mode of the payment. The firm has to submit their RTGS code (IFSC code No.) in the tender. All the service Charges and other charges will be borne by the supplier."

**However MSRTC have sole discretion to apply any of payment term.**

Payment above Rs.25000/- will be made through ECS/NEFT mod only, for which no bank charges will be applicable. To avail this facility it is mandatory that tenderer should open their account in the bank wherein core banking facility

is available . Payment if any below Rs.25000/-same will be made as per existing payment system by cheque i.e. under such circumstances bank charges if any will be borne by firm.

It is necessary on the part of the firm /tenderer to provide the relevant information as per Annex-J along with the tender.

**G) Banker**  
**H) Jurisdiction**

The tenderer shall furnish the name of his Banker for a reference.

Any disputes or litigation arising out of or in connection with the terms of this contract and or supply or supplies made there under, including any suit to enforce the right or either party under / or in respect of this contract, shall be instituted and exclusively triable by the Courts of Competent Ordinary Jurisdiction within Greater Bombay ( Mumbai) notwithstanding that part of the clause of action may have arisen outside jurisdiction of such courts and the suppliers expressly agree to the Jurisdiction of such courts.

**I) Sales Tax/VAT/ CST**

Sales Tax of any description whatsoever, where leviable and intended to be claimed from the purchaser, whether as part of the price or may of tax in pursuance of any statutory provision enabling the dealer to collect the Sales Tax leviable on him from the purchaser should be distinctly shown along with the prices quoted. Where this is not done all claims for payment of reimbursement of Sales Tax of any description whatsoever whether as part of the price or as a tax shall be deemed to be waived for all occasions and no such claims shall be entertained on any ground whatsoever.

**J) Force Majeure clause**

The supplies to MSRTC are subject to FORCE MAJEURE condition then, the only clause acceptable to the Corporation will be as below and no variation there form shall be made in any case. While every efforts will be made to carry put the obligation of the contract, the contract shall not be liable for non- performance either in whole or in part of any contract offer any delay in performance thereof in consequence of an Act of GOD, War, Strike, Lockout, non availability of imported raw material or any other cause beyond control.

**K) Risk Purchases**

On entering into Contract or after placement of Order, if you fail to provide the material in accordance with the terms and conditions of the contract ,the General Manager (S&P) / ordering unit heads shall be entitled to purchase from another source , at your risk and cost at the price as the General Manager (S&P) / ordering unit heads shall be in his sole discretion think fit and if such price shall exceed the rate set out in the schedule you shall be responsible to pay the difference between the price and at which such supplies availed by the General Manager (S&P) / ordering unit heads and the price calculated at the rate set out in the schedule.

**L ) Tender Sample**

- The tenderer will submit the sample of the product as per the details mentioned in **Annexure E.-Enclosed.**
- **No samples shall be returned by the Corporation. Sample must be submitted along with tender OR latest within 7 working days from opening date (inclusive of opening day of the tender).** Tenders received without samples wherever called for, will be out rightly ignored. Samples received after the due date will be ignored. Tender Samples analysis report will not be furnished to the tenderer.



- The details of Tender Samples to be submitted along with the details of Test Charges to be paid are enclosed in "Annexure E". **Demand draft towards test charges should also be in favour of "MSRTC STORES & PURCHASE Fund A/c." payable at Mumbai.**
- **Kindly note that if Tenderer do not submit the test charges along with the tender as specified in Annexure E, its tender will be ignored.**
- **In case samples are not submitted with in stipulated period, then test charges deposited will be forfeited in respect of the items for which samples are not submitted & the said items will be out rightly ignored / rejected.**
- In case Tenderer fails to pay test charges of all items quoted & as mentioned in Annexure "E", the items against which test charges are not paid by Tenderer , said items will be out rightly ignored/rejected.

#### **M) General Conditions**

- 1) Failure or breach of the clause shall render the tenderer/s liable for blacklisting them from the business with MSRTC.
- 2) Every term shall be mentioned in proper detail and shall be no ambiguity in terms in the tenderer's response to the Tender.
- 3) The Tenders shall be free from strikeouts, over-writing, erasures or other modifications or any clerical, computational or other errors, failing which such tenders shall be liable for rejection.
- 4) Incomplete or erroneous tenders are liable for outright rejection.
- 5) Tenders not complying with instructions mentioned in the tender are also liable for outright rejection.
- 6) The tenders that are not properly sealed as instructed in the tender or not accompanied with **EMD Charges and Testing Charges** (wherever asked for) are also liable for rejection.
- 7) The Responses to the Tender shall be opened on the date, time and venue specified earlier in the presence of the officials of MSRTC. The representatives of the tenderers are requested to remain present with company's authorization letter at the time of opening of the Technical tenders else he/she will not be permitted to attend tender opening. Representatives of MSRTC will open the Technical tender first. The tenderer's representatives shall sign a document as a token of attendance. Later MSRTC shall evaluate the Qualification Criteria and Technical Tender and shortlist the vendors whose technical tender found to be in accordance with prequalification. The tender samples of shortlisted tenderers will be forwarded for testing.
- 8) The Commercial Tender will be opened in respect of only those tenderers, whose's samples have passed in the test. The representatives of the tenderers are requested to remain present with company's authorization letter at the time of opening of the Commercial tenders else he/she will not be permitted to attend tender opening, **for which separate intimation will be given.** The tenderer's representatives shall

sign a document as a token of attendance..

**ON) Decision of Disputes**

Any disputes that may occur shall be settled at the level of the Vice Chairman and Managing Director, MSRTC. However if the dispute pertaining to technical issues, shall be referred to the Technical Advisory Committee formulated by MSRTC whose decisions shall be final shall decide the matter.

**O) Dues to the Corporation**

The General Manager (S&P), MSRTC reserves the right to himself to recover the amounts, if any, due to the MSRTC against the earlier and against the contract that may be entered into against this tender from any amount that may be due from the MSRTC.

**P) Criteria for levy of penalty / compensation payable by the supplier due to shortfall in specification**

The specification applicable for the tender products is as per **Annexure D**

In the specification **WEIGHTAGE MARKS FOR COMPUTATION OF PENALTY BASED ON SHORTFALL IN SPECIFICATION is mentioned.**

**The procedure that will be followed to levy penalty due to the shortfall in specification is as under :-**

The supplies received from the supplier by the purchasing MSRTC Units may be subjected to the Laboratory testing as may be decided by the purchasing MSRTC Units. (Purchasing MSRTC Units may utilize the material without waiting for receipt of Test Report. Acceptance of material for utilization does not mean that the material received was as per specified specifications. The material received shall be treated as accepted if it pass in the Lab. Test only.)

If the sample fails to meet the requirement of any one or more parameters specified in the specifications applicable to the contract then the lot from which the sample has been drawn shall be considered as not having met the requirements of this specification and as a consequence thereof, compensation will be payable by the supplier based on the value of the lot (Inclusive of all taxes & incidentals) which will be decided on the loss of marks from the total marks allotted to each of the tests as detailed in the specifications.

- i) The loss of marks will be in proportion to the extent to which actual test values deviate from the specified values for test parameters marked as "P".
- ii) The loss of marks will be total for test parameters marked as "T".
- iii) In case any of the tests is not carried out, there will be no recovery of marks for that given test.

For some test parameters the proportionate recovery can be made wherever the test reports indicate specific values. Whereas for some test parameters the recovery is required to be made "Total". In case the test

reports do not give specific values and also the nature and applicability of the test parameters is such that total recovery is to be made.

Therefore, the test parameters are classified as "P" or "T" which is clearly mentioned against each test parameter. Proportionate marks shall be considered for the test parameters which are classified as "P". Total marks shall be considered for Test parameters which are classified as "T".

The penalty shall be leviable by the purchasing Units based on a single test report also. If more number of samples have been drawn and tested for the same item from the same lot then the average shortfall/ deviation will be computed taking into account all the test reports for the item including both passed as well as failed test reports. The penalty will be applicable on gross value of supplies made in a given lot of that item which had failed in the tests.

Example if different items are supplied in a given lot say item to O.E. Part No. X,Y,&Z or ASRTU item Code No. A,B & C i.e. items to different O.E. Parts Nos.X or items to different ASRTU Code No.A (as the case may be ) only fails in Tests, then penalty will be levied only on the gross value of supplies made in that lot of item to O.E. Part No. X or item to ASRTU Code No. A ( as the case may be.)

S.No.	Parameter	If Loss of marks are upto 0.5%	If loss of marks are more than 0.5% but less than 3%	If loss of marks are 3% or more than 3%
1	Test Charges	Yes	Yes	Yes
2	Cost of Material	No	Yes	Yes
3	Administrative Penalty	No	No	a) 3% of the lot value (upto Rs.1.5 Lakhs) subject to max.Rs.3000. b) 2% of the lot value (above Rs.1.5 Lakhs) subject to max.Rs.5000.
4	Penalty based on loss of marks	Yes	Yes	Yes

**REMARKS**

Further to above following instructions are also applicable

**“It is noticed that some of the suppliers dispatches the material in bulk as per delivery schedule of the unit BUT splits the invoices in small quantities for such supplies. The splitting of the invoices is done by the supplier with an intention to minimize the penalty levied on account of shortfall in specifications, if the random sample sends for testing fails in lab test.**

To avoid such practice it is now decided that supplier must dispatch the material in bulk as per the delivery schedule only. If it is noticed that the supplier is splitting the invoice of single delivery schedule, then even if the invoices are split up, the penalty on account of

shortfall in specification due to failure of sample in lab test be levied on complete quantity of that particular item as per delivery schedule (i.e. by considering LOT as the material as per delivery schedule). This means the penalty should be levied on the gross value of complete quantity of that particular item as per delivery schedule.

If the delivery schedule given by the unit is such that it cannot be delivered in one truck load then splitting of invoice is allowed only to the number of truck loads and not more than that."

**Q)Replacement of rejected material**

- i) **If any material (un-utilized) is rejected by the consignee unit due to it's not conforming to the prescribed specifications or the approved samples or for any other valid reason, the firm will be informed accordingly by registered letter and the firm will be allowed 30 days from the receipt of communications to replace the rejected material. If the material is not replaced within this time, MSRTC will return the material without any further intimation, freight-to-pay and through bank, if advance payment is made against documents and for the value of actual advance payment. The firm will be bound to accept the documents sent through bank in such cases and if it fails to do so, it would be construed as a breach of contract making the firm liable for other remedial measures, as may be taken by MSRTC. If rejected material not replaced by the firm within stipulated time, will be entitled to charge interest @ 21% (Twenty One) on the net value of the rejected material & further charge ground rent for storage at the rate equal to 1% (One) of the net value of the rejected material for each week. On firm's failure to replace the rejected material within the stipulated period, MSRTC shall be free to purchase the material from elsewhere unless already purchase under clause of terms of risk purchase contained in clause "L" shall apply to all such purchases. If the firm fails to lift the rejected material within 45 days of the intimation of it's rejection to be communicated in writing. MSRTC shall have the rights to sell the rejected material by public auction with notice thereof given to the firm & sale proceeds after adjusting all dues, expenses & costs involved in the auction shall be credited to the supplier & adjusted against advance if any.**
- ii) **If the consignee unit observed that the material supplied is not confirming to the prescribed specification or approved samples or for any other valid reasons & in case consignee units at their own & without having any rights of the supplier decided to accept such consignment, the consignee units may accept the same with levying penalty as may deem fit. However such material will not be taken on charge unless the supplier accepts in writing the penalty decided by the consignee unit is acceptable to them. In case supplier do not agree with the penalty decided to be levied by the consignee, then the supplier will be bound to replace the material and consignee units/MSRTC will have full rights to take all other actions as narrated in the above para of this clause i.e.(i).**

R) Use of Defective Material

**If the supplier fails to replace the rejected material and consignee unit has decided to accept such consignment after inspection observing the functional suitability effect on quality production , short fall and urgency of material etc. the consignee unit may accept the same by levying penalty as deemed fit with due technical commercial consideration. The penalty will be informed to the supplier and will have to reimburse by the supplier immediately**

S) Testing of Random Samples From Supplies (To be read with clause Q- i.e. Criteria for levy of penalty/ compensation payable by the supplier due to shortfall in specification and Clause R i.e. Replacement of rejected material).

**The random samples from the consignment will be taken and tested with in Govt. Test house or elsewhere. If the Test results are satisfactory, MSRTC will pay for the test charges. If the test results are unsatisfactory supplier shall be liable to pay these test charges, cost of samples tested, consequential expenses & penalty charges as may be deem fit by the Unit Heads of the consignee units considering the parameters in which random samples failed & these charges as well as Test charges & Consequential expenses will be recovered from the any payable amount/ dues, invoice of the firm & / or Security Deposits. In addition to above the consignee unit of the MSRTC may without prejudice to the other rights of the purchaser taken any of the following actions.**

- i) Reject entire consignment, if unutilized, from which the random samples was taken and which failed during the test. The firm would take back the rejected consignment as per the procedure prescribed in the Rate Contract under clause of "Replacement of rejected material".
- ii) Purchase from elsewhere the supplies found defective without any notice & on the account & the Risk of the firms.
- iii) If the MSRTC decide to purchase further requirement from the firm no advance payment will be made on future consignment from the firm.
- iv) Where action is taken in sub-clause (ii) above, the firm shall be liable for any loss which the MSRTC may sustain on it's account. The firm shall not be entitled to any gain on such purchase & the manner & method of such purchase shall be at the entire discretion of MSRTC.

**However, purchasing MSRTC Units may utilize the material without waiting for receipt of Test Report, Acceptance of material for utilization do not mean that the material received was as per specified specifications. The material received shall be treated as accepted if it passes in the Laboratory test only.**

T) Action on receipt of consecutive failure of Random Samples in the Laboratory Testing

**On receipt of consecutive failure test report of any of the item from rate contract the action of suspension of contract, deletion of item contract etc. will be taken against the firm on rate contract.**

#### **U ) Shortfall Clause**

If lower charges & /or better terms than those agreed with M. S. R. T. Corporation are offered by the firm to the S.T. undertakings during the currency of the contract, such lower rates & /or better terms & conditions shall become Ipso-facto applicable to all the contracts with the M. S. R. T. Corporation & the price & terms & conditions of the supply shall automatically change with effect from the date of offer of lower under better terms by the supplier.

#### **V ) Reduced rates offered in the tender by the existing contract holder**

If the firm on contract offers reduced rates, terms and conditions in this tender if compared with the contracted rate, terms and conditions, then the same will be made applicable for the existing contract from the date of submission of such offer without your consent.

#### **W) Period of Contract**

This tender is invited for purpose of entering into Rate Contract for a period of **One year / Two year (as the case may be)** from the date of issue of Rate Contract. However MSRTC may place, if feel necessary, the Purchase Orders up to last date of Rate Contract period contracted for the supplies not later than three months from the last date of contract period.

**However, General Manager (S&P), MSRTC reserve right to extend the period of rate contract for further period of 3 months upon expiry of initial period of one year of Rate Contract, if feel necessary.** MSRTC may place, if feel necessary the purchase Orders up to the last date of the Rate Contract period contracted (i.e extended period of 3 months) for the supplies not later than 3 months from the last date of extended contracted period.

#### **X) Wharfage Clause**

MSRTC, will pay wharf age or demurrage, if delivery is not taken by consignee within 3 working days of receipt of R. R. Any Wharfage / demurrage that may occur before this period would be recovered from the firm's bill.

#### **Y) Packing and Delivery of Material**

The firm shall be responsible for proper packing and delivery of the stores and in the event of any loss, damage breakage or leakage due to insufficient or defective packing, the firm shall replace the stores or make good loss on receipt of intimation thereof from the MSRTC and within the time specified in the intimation. The decision of MSRTC as to whether the loss, breakage or leakage has been caused due to insufficient or defective packing shall be final and binding upon the supplier. The MSRTC shall be at liberty to purchase such stores at the risk and cost of the supplier in the event of their failure to replace the stores or make good their loss within the time specified in the intimation and provision of clause (R) {i.e. Replacement of rejected material} above shall apply to such purchases . Delivery of the stores shall not be considered complete till they inspected, weighted, counted and passed by MSRTC.

#### **Z) Liquidated Damages Clause**

- a) If the supplier deliver the stores / materials or any installment thereof within the specific period fixed for such delivery or at any time repudiate the contract before the expiry of such a period , the MSRTC without prejudice to the other rights of the purchaser to

recover the damages for breach of the contract , recover from the supplier as agreed liquidated damages and not by the way of penalty as such equivalent to 2% of the price of any stores/ materials which the supplier has failed deliver within a period fixed for the delivery in schedule for each month or part of month during which the delivery of such a stores/ material may be in arrears. Where delivery thereof is accepted after expiry of aforesaid period subject to the conditions that the damages to be calculated shall be limited to 10% of the value of delayed supplies.

- b) Provided however the pendency of any claim or dispute on the price variation or price revision shall relieve the supplier from the obligation to supply the contractual stores / materials in accordance with the delivery schedule at the existing prices and all terms , conditions and consequences of clause to the extent applicable, shall apply in full force and effect the supplies on the plea of pendency of a claim or dispute on price variation or revision.

#### **AA) Penalty for Delayed Supply**

- a) If the supplier fails to supply the materials in accordance with the terms and conditions of rate contract and purchase orders placed by MSRTC or their various units within stipulated time , such delayed supply will attract the penalty as under :-

- 1) First 7 days = No Penalty
- 2) Next 15 days (excluding first 7 days) =  $\frac{1}{2}$  % penalty on the value of consignment,.
- 3) Delay beyond 15 days ( excluding period at 1 & 2 above ) =  $\frac{1}{2}$  % penalty on every delayed 15 days with cumulative effect

b) The supplies delayed beyond 4 months of expiry of contractual period may not be acceptable and the supplier must take prior approval before effecting supplies from respective MSTC units. The penalty for such delayed supplies will be in proportionate to the number of months delayed i.e. if such delayed is by 5 and  $\frac{1}{2}$  months, then the penalty will be 5 and  $\frac{1}{2}$  % of the net invoice value . However this penalty will not exceed 10% of the net invoice value.

The pending of any claim or dispute on the price variation or price revision shall not relived the supplier from the obligation to supply the contracted stores in accordance with the delivery conditions. The consequences of Risk Purchase Clause cited above of those general conditions to supply to the extent possible shall apply in full force and effect to any non supply , withholding of supply or delaying supply by the supplier on the plea of pending claim or dispute or price variation or revision will be treated as breach of contract.

The supplier should specify his name, consignee unit name, lorry receipt number and date, number of packages, manufacturing date and year an weight of consignment on each packing.

**AB) Subletting of Contract**

The supplier shall not assign or sublet the contract awarded in their favour, or any part thereof or any interest therein without the written permission of the MSRTC and on breach of this provision the MSRTC may terminate the contract and forfeit Security Deposit or encash the bank Guarantee and withhold all dues from the MSRTC. Similarly, the Corporation reserves the right to take such remedial measures as it may think fit.

**AC) Subsequent offers**

Tenderer is requested to quote their most competitive offer while submitting the tender itself. Any subsequent offer received after the closing date of the tender will not be considered for award of business. However if the firm becomes eligible to get the business based on rates , terms and conditions quoted in the tender , then while awarding the contract the benefit of subsequent offer will be availed without changing the business allotted based on tendered rates , terms and conditions.

**AD)Additional Conditions**

**(i) Approaching any of the Authority / Officer of the Corporation , through himself or by his authorized agent to influence to obtain favorable decision in respect of tender shall be disqualification and for this breach Earnest Money Deposit will be forfeited.**

**(ii) The tenderer shall not appoint liasioning agent in respect of tenderers. Only the authorized responsible officer along with authority letter with identity card shall participate in the tender process and for breach of this condition earnest money shall be forfeited and the firm shall be blacklisted.**

**(iii) During the contractual period if it is found any liasioning agent or mediator intervening in the operation of the contract or indulge in any un authorized act ,the security deposit will also be liable for forfeiture.**

Sd/-

General Manager (S&P)  
M.S.R.T.Corporation .



# Terms and Conditions of This Tender

## PART II

Name of the Item :-

**A) EMD Amount**

Each Tenderer has to Deposit a sum of Rs.13,500/- ( Rupees- Thirteen Thousand five hundred Only) against this tender towards Earnest Money Deposit, which shall be paid in **cash/DD/RTGS** on any working day before the due date and time of acceptance of tender. However, Small Scale Industries has to deposit Rs.5,000/- (Rs. Five thousand only) against this tender towards Earnest Money Deposit. **Tenderer who wants to pay EMD of Rs.5,000/- being Small Scale Industry must have to submit copy of valid SSI Unit Certificate for manufacturing of item tendered, duly attested along with the tender, else tender will be ignored.**

Tender must be accompanied by a original receipt of E.M.D. paid with the cashier at the Stores & Purchase Department, Mumbai. Earnest Money Deposit may also be deposited by Demand Draft payable on any Bank in **Mumbai**, in favour of **"MSRTC STORES & PURCHASE Fund A/c."**

**Prices shall be quoted in the Indian Rupees (INR). Prices must be exclusive of all taxes and government levies if any.** This offer will be valid for 180 days from the date of Opening of tender for acceptance.

**C) FOR Term**

**Prices shall be on the basis of FOR Destination.**

**D) Price Variation Clause**

Prices quoted in the tender are fixed and valid for the 180 days from the date of opening of tender for finalization and acceptance of tender.

**Price variation clause applicable for the tender is as under :-**

The Commercial offer shall be on a **fixed price basis** exclusive of all taxes, govt. levies for all items. The prices should be **FIRM** & no price variation relating to price increase of raw material, govt. levies on raw material; labour cost etc. will be permitted during the tenure of contract.

The basic rate exclusive of excise duty & taxes will remain firm during the tenure of contract.

In respect of increase in any on account of Govt. levies, the same will be accepted subject to receipt of documentary evidence. The revision in Govt. levies if any will be applicable only after issue of separate circular from this office, however the firm will not stop the supplies for the want of amendment from this office to this effect. If there is any downward revision in the prices of any raw material or decrease in overheads the same will be applicable.

In the rate of statutory levies, taxes the same will be applicable to the supplies made to MSRTC, from the date of such revision takes place.

"The firm should immediately communicate such details to the MSRTC"

**Kindly note that no change in the Price variation clause will be accepted. It is the discretion of MSRTC to decide whether to select one or more sources to fulfill its requirement.**

**The award of business will be decided as per MSRTC formula and For this tender it is proposed that :-**

- **Number of Suppliers to which business will be awarded :- 1 (One)**
- **Business will be distributed among maximum 1 supplier on the basis of Nett Rate and as per the policy of business allocation of MSRTC which is based on the percentage difference between Nett rate of L1 and Next sources. However L2, L3, etc vendors should match their Nett rate with Nett rate of L1 supplier if necessity arises.**
- **In case of new vendors, if eligible for business allocation, the business will be restricted to the quantity offered or as per the prevailing policy of MSRTC.**

General Manager (S&P)  
M.S.R.T. Corporation  
Mumbai - 400008

**ANNEXURE 'A'**

**Pre-qualification Criteria:-**

Tender for the supply of Air Hydraulic Blind Pop Riveter ,Tenders are invited from the manufacturer /Sole selling Agent/Trader with following pre-qualifications.

**Compulsory criteria—**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Documents to be submitted by the tenderer</b>
1	Tenderer must accept the terms and conditions of the tender. No deviation in the tender terms and conditions is accepted .	Firm must submit the Annexure "G" enclosed herewith duly signed.
2	<b>EMD:-</b> Rs 13,500/- and Rs.5000/- for SSI/NSIC unit as per clause no.C3 of terms & conditions of the tender. No tender including SSI/NSIC is exempted from payment of EMD. Failure in submission of EMD will be entitle the corporation not to consider the tender.	Original G-12 receipt of EMD paid OR Demand draft for payment of EMD. (In case of SSI unit, valid registration certificate for tendered item).
3	Tenderer must be manufacturer an authorized dealer / distributor / trader with valid authorization letter from manufacturer.(Either Manufacturer or his authorized dealer/distributor/Trader only one can participate in this tender.)	(a) Valid Registration Certificate from State/Central Govt. (In case of SSI unit, valid registration certificate for tender item) (b) In case the tenderer is authorized Trader / Authorized distributor / Authorized dealer then tenderer should submit undertaking / Certificate from their principal manufacturer of being authorized to sale their product incorporating validity.
4	Tenderer must have achieved turn over <b>Rs.6.75/</b> -lacs for immediate preceding financial one year. (If the tenderer has not commenced the production in the past financial year, in such cases turn over from production & sale of product till the earlier month of tender will be considered and same should be proportionate to the laid down Turn over limit).	Tenderer should submit Certificate from registered Chartered Accountant in the prescribed format ( <b>Annexure'W'</b> ) & copies of balance sheet for last 3 preceding financial years.
5	Tenderer must agree to give 3 yrs. warranty of machine & deliver the goods on <b>F.O.R. Destination</b> delivery basis.	Tenderer should give certificate on their letter head accepting this tender condition.
6	Tenderer must accept the terms and conditions of the tender . No deviation in the tender terms and conditions is accepted .	Firm must submit the Annexure "G" enclosed herewith duly signed.
7	The Manufacturer /tenderer must have supplied minimum qty. 50 Nos. for Air Hydraulic Blind Pop Riveter to Any STUS /Govt. Departments /Public Ltd Companies in any of last 3 financial years.	Copy of Purchase Orders along with copy of Invoices should be enclosed.
8	Submission of details for Tender Item .	<b>The Tenderer must enclose all technical brochures/ pamphlets etc. showing photograph and technical details of his product. However MSRTC reserves the right to inspect the factory/ show room of the Tenderer for physical Verification of the Air hydraulic blind pop riveter MSRTC reserves the right to disqualify any tender whose offer may not found at par with the tender specification. The Tenderer has to give an undertaking accordingly with technical tender.</b>

8		<p><b>Commercial Bids-a) The commercial bid will be opened after scrutiny of technical bids. All bidders will be informed accordingly.</b></p> <p>b) On allotment of business or award of Rate Contract initially <b>17 nos. of Air hydraulic blind pop riveter</b> on trial basis will be purchased for which payment will be made subject to satisfactory performance report. The performance will be watched for 1 month. If the performance is found satisfactory, the payment will be made &amp; orders for remaining required qty. will be purchased against contract. If performance is not satisfactory, then the supplier has to take back the product at his cost and the Rate contract will be withdrawn. In case of such withdrawal, the security deposit and performance guarantee deposit will be <u>refunded to the firm as the purchase action is being withdrawn mutually.</u></p>
9	<p>Any sister concern (S) of the tenderer applying against this open tender, would lead to disqualification of tenderer, Sister concern means a Company, Society, Partnership Firm or Proprietorship having one or more common person(s) as Director /Partner /Member/Owner.</p>	<p><b>Submission of Annex "F"</b></p>

<b>B ) OPTIONAL PRE-QUALIFICATION CRITERIA ( Any One)</b>		
<b>Sr.No.</b>	<b>Criteria</b> Tenderer must fulfill any one criteria out of the following	<b>Documents to be submitted by the tenderer</b>
1	<p>Tenderer must be—</p> <p>a) Approved on DGS&amp;D or CSPO OR Registered supplier on contract with State/ central Govt. for tendered item.</p> <p><b>OR</b></p> <p>b) Registered supplier/ on contract with Govt. Departments/Any STUs. However, such tenderer should have supplied the tendered item during at least 1 Financial Year in preceding 3 Financial Years against their contract.</p>	<p>a) Valid copy of DGS&amp;D or CSPO Or State Or Central Govt. Rate Contract / Registration certificate for tendered item.</p> <p>b) Copies of Purchase Order/ Orders &amp; Invoices towards supplies of tender item to Govt. Departments/ Any STUs should be enclosed.</p>
2	<p>Tenderer/Manufacturer having ISO 9001 /QS 9000/TS 16949 or equivalent certificate for manufacturing of tender item</p>	<p>Valid Copy of ISO 9001/QS 9000/TS 16949 or equivalent certificate.</p>

( Tenderer has to furnish documents, which will establish that the firm is fulfilling the pre-qualification criteria as mentioned in Annexure- 'A' The firm should make statement showing the Pre-Qualification criteria that is fulfilled by them and the documents enclosed by them in support of the same. Such statement showing pre-qualification criteria that is fulfilled by tenderer along with the documents in support of the same is to be furnished along with Technical Tender only. Tenderers should also furnish undertaking in the Performa 'W' & 'Z' )

Commercial Tenders of such firms will be opened, who fulfill above Pre-Qualification criteria listed above and whose offers found at par with the tender specifications. if necessary, inspection of factory of the manufacturer will be carried out and then the 7 days notice will be given to the bidders for opening of commercial offers.

## ANNEXURE –B

(THIS ANNEXURE IS TO BE ENCLOSED ALONGWITH TECHNICAL TENDER)

**Name of the Item :- " Air Hydrualic blind pop riveter ""**,

Firm must confirm in the following format that they are quoting the rate in Commercial tender on the basis of pre-qualification criteria of Manufacturer

Sr No	Nomenclature	Whether tenderer has quoted in Commercial Tender ?
.		YES/NO
	Air Hydrualic blind pop riveter	If YES, then mention the BRAND of item

**SEAL AND SIGNATURE OF THE TENDERER**

## ANNEXURE –C

**(THIS ANNEXURE IS TO BE ENCLOSED ALONGWITH COMMERCIAL TENDER IF IT IS NOTICED THAT THIS ANNEXURE IS ENCLOSED WITH TECHNICAL TENDER THEN YOUR TENDER WILL BE OUTRIGHTLY REJECTED )**

**Name of the Item "" Air Hydrualic blind pop riveter "",**

Sr. No.	ST Code No.	Nomenclature	Apx. tender qty.	Basic Rate	Quantity Discount.	Total Excise duty Inclusive of Education cess	CST/ VAT	Cash Discount on total invoice value inclusive of taxes and duties for payment from the date of receipt of material	Nett rate per Nos. (Inclusive of all taxes and duties for FOR Destination.	
				(Exclus ive Excise Duty. & Taxes.) Per Nos.					Rs.	Ps.
<b>1.</b>	<b>NCN</b>	Air Hydrualic blind pop riveter	<b>170 Nos.</b>							

**Note :-**

- a) If the Tender is not given in the prescribed format clearly quoting the basic rate and taxes applicable separately, will be liable for rejection.

**NAME & SEAL OF THE TENDERER**

**SIGNATURE OF THE TENDERER**

## ANNEXURE "D"

TENDER NO. 163 DUE ON 5.12.2013

Name of the Item "Air Hydrualic blind pop riveter """, SPECIFICATIONS ARE ENCLOSED HEREWITH AS PER FOLLOWING DETAILS

S.N.	ITEM	MSRTC SPECIFICATION NO
1	Air Hydrualic blind pop riveter	Enclosed Folder No. (MEQ-364) July 2008.

General Manager (S&P)

**ANNEXURE "E"**  
**(TO BE SUBMITTED WITH TECHNICAL TENDER)**

**Name of the Item: - " " Air Hydrualic blind pop riveter " ",**

**TENDER NO. 163      DUE ON 5.12.2013**

**The Tenderer must enclose all technical brochures/ phamplets etc. showing photograph and technical details of his product. However MSRTC reserves the right to inspect the factory/ show room of the Tenderer for physical Verification of the Air hydraulic blind pop riveter MSRTC reserves the right to disqualify any tender whose offer may not found at par with the tender specification. The Tenderer has to give an undertaking accordingly with technical tender.**

**Commercial Bids-a) The commercial bid will be opened after scrutiny of technical bids. All bidders will be informed accordingly.**

b) On allotment of business or award

of Rate Contract initially 17 nos. of **Air hydraulic blind pop riveter** on trial basis will be purchased for which payment will be made subject to satisfactory performance report. The performance will be watched for 1 month. If the performance is found satisfactory, the payment will be made & orders for remaining required qty. will be purchased against contract. If performance is not satisfactory, then the supplier has to take back the product at his cost and the Rate contract will be withdrawn. In case of such withdrawal, the security deposit and performance guarantee deposit will be refunded to the firm as the purchase action is being withdrawn mutually.

**NAME & SEAL OF THE TENDERER**

**SIGNATURE OF THE TENDERER**



**ANNEXURE –F**

**(TO BE SUBMITTED WITH TECHNICAL TENDER)**

**Name of the Item :**

**BIDDERS AUTHORIZATION & DECLARATION LETTER**

To:  
The General Manager(S&P)  
MSRTC Stores & Purchase Deptt.  
Mumbai-400008

A) **Authorization** : (Bidders Name) \_\_\_\_\_ (Designation)

is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender mentioned above. He is also authorized to attend meetings and submit technical and commercial information as may be required by you in course of processing above said tender.

**B) Undertaking about non-participation through Sister Concern.**

I/we hereby declare that none of one Sister Concern (S) has / have participated in this tender. I/we are aware that if it is noticed that any of one Sister Concern(S) having common person(S) as a Director / Partner / Member / Owner has / have participated in this tender, our tender is liable for disqualification. The action of disqualification in such case is agreeable to me / us.

The names of Directors / Partners / Members / Owner given in Sr. NO.1D (Anne X) correct .

Thanking you,

Authorized Signatory,

-----

(Tenderer's Name and Seal)

## **ANNEXURE – G**

**(TO BE SUBMITTED WITH TECHNICAL TENDER)**

**Name of the Item :- " " Air Hydrualic blind pop riveter,  
TENDER NO. 163      DUE ON 5.12.2013**

### **ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

To,  
The General Manager(S&P)  
MSRTC, Stores & Purchase Deptt.  
Mumbai. 400 008.

**(Bidders Name) \_\_\_\_\_ (Designation) is hereby  
declare that terms and conditions of this tender no. \_\_\_\_\_ due on  
\_\_\_\_\_(put tender no. & date ) for supply of  
\_\_\_\_\_ are  
accepted in Toto.**

Thanking you,

Authorised Signatory,

Vendor's Name and seal

**ANNEXURE -J**

Details in respect of payment through ECS/NEFT mode

Sr. No.	Particulars	Details
1	Name of the tenderer/firm	
2	Address & Phone /Fax/E-mail ID	
3	Name of the Bank	
4	Name, Address, Tel.No/Fax No. & E-mail Id of Branch of bank tenderer/firm	
5	Bank Account No.	
6	Type of Bank account	
7	Branch Code No. of respective Bank	
8	MICR No.	
9	IFSC No.	

**Date:**

**Signature of firm/tenderer**

**Certificate from bank**

This is to certify that the information given above is verified by me & found correct. We have got core banking facility.

**Branch Manager**

**Name & Seal of Bank**

**ANNEXURE -P**

**(TO BE SUBMITTED WITH TECHNICAL TENDER)**

**NAME OF THE ITEM "for purchase of " Air Hydrualic blind pop riveter ",**

**ACCEPTANCE OF PRICE VARIATION CLAUSE OF TENDER**

**To:**

The General Manager(S&P)  
MSRTC Stores & Purchase Deptt.  
Mumbai-400008

**BIDDER NAME------(Designation)**

is hereby declared that we accept price variation clause as mentioned in tender No.-----  
-- due on -----at Part -II -D (put tender No.& date) for supply of "for purchase of "  
Air Hydrualic blind pop riveter ",

Accordingly we have offered fixed Rates.

Thanking you,

Authorised Signatory,

-----

**ANNEXURE 'W'**

**(TO BE SUBMITTED WITH TECHNICAL TENDER)**

**Name of the Item :- " " Air Hydrualic blind pop riveter " ",  
TENDER NO. 163 DUE ON -5.12.2013**

**CERTIFICATION OF VERIFICATION BY THE CHARTERED ACCOUNTANT**

**This is to certify that the annual turnover furnished by M/s. -----  
----- for the last three years i.e. 2010-11, 2011-12,  
2012-13 is as detailed below and as furnished in the enclosed statement of  
accounts, is verified by us and found correct.**

<b>YEAR</b>	<b>TURNOVER ( Rs. IN Lacs )</b>
<b>2010-2011</b>	<b>Rs.</b>
<b>2011-2012</b>	<b>Rs</b>
<b>2012-2013</b>	<b>Rs</b>

**CHARTERED ACCOUNTANT  
(SIGNATURE WITH SEAL )**

**MY MEMBERSHIP No. -----**

**ADDRESS**

## ANNEXURE "X"

**The following information may please be furnished along with the TECHNICAL TENDER without which the tender will not be considered**

Name of the Item " " " Air Hydraulic blind pop riveter " ",

Sr.No.	.Term	To be filled by Tenderer
1	Name of the Firm	
1a	Address of the Registered office of the firm along with the details of Person authorized, Phone No., Fax No., Gram, Email No. Etc	
1b**	Factory Address of the firm along with the details of Person to be contacted, Phone No., Fax No., Gram, Email No. Etc.	
1c	Address for correspondence where Purchase orders/ Rate Contracts are to be send along with the details of Person to be contacted, Phone No., Fax No., Gram, and Email No. Etc.	
1d	<p><b>Names of Proprietor or Partner or Director of your firm, if a limited concern.</b></p> <p>Important Note: Firm will submit following documents in support of the details of name of Proprietor or Partner or Director of the firm.</p> <p>a. <b>Proprietary Firm-</b> Certificate of shop &amp; establishment department.</p> <p>b. <b>Partnership Firm-</b> Partnership deed.</p> <p>c. <b>Company(Private/Public Limited-</b> Annual administrative report.</p>	<ol style="list-style-type: none"><li>1.</li><li>2.</li><li>3.</li><li>4.</li><li>5.</li><li>6.</li><li>7.</li><li>8.</li><li>9.</li><li>10.</li></ol>
1e	<b>Parmanant Account Number (P.A.N.Number)</b>	
2**	<b>Status of the firm – Please state whether you are Manufacturer or Sole Selling Agent</b>	
2a**	<b>If you are a manufacturer registered under Industries Development Regulation act 1951. Please quote license reference for the production of the offered equipment.</b>	

<b>2b</b>	<b>If you are appointed as Sole Selling Agent or Distributor then quote whether Letter of Authority from Manufacturer is enclosed in the tender or not?</b>	
<b>**</b>	<b>Please enclose the brief List of Important Machinery</b>	Enclosed at page No _____
<b>3b</b> <b>**</b>	<b>Number of Workers working in your Factory (Graduate, Diploma Holders, skilled, unskilled etc)</b>	
<b>3c</b> <b>**</b>	<b>Special steps taken for quality control (You may attach separate sheet, if required)</b>	
<b>3d</b>	<b>Please confirm whether the product offered is as per the specification required by MSRTC or not? In case the specification is not specified by MSRTC then the brief specification to which the product is manufactured i.e. ISI/BSS/DIN/OE etc or the details of Company's own specification, if the product is not confirm to the above</b>	
<b>4</b> <b>**</b>	<b>Date when manufacturing started</b>	
<b>5</b>	<b>Details of Last 2 years Income Tax paid</b>	
<b>6</b> <b>**</b>	<b>Whether in approved list of D.G.S.&amp;D / Small Scale Industries ? If yes please quote the registration No. and period in case of SSI Unit . Please furnish the copy of Registration Certificate</b>	
<b>7</b> <b>**</b>	<b>Whether product required by MSRTC is supplied to OEMs i.e M/s Tata Cummins Ltd and Chassis Manufacturers like M/s Tata motors Ltd, M/s Ashok Leyland Ltd , N/s Volvo Ltd etc.</b>	ndly Furnish the details of sales against each item
<b>8</b> <b>**</b>	<b>Whether product is supplied to any S.T. Undertakings. If yes please furnish the name of the S.T. Undertakings</b>	
<b>9</b> <b>**</b>	<b>Furnish the details of sales in quantity and value of their product for three years product wise to various S.T. Undertakings</b>	

10	Please furnish documentary evidence in support of above at clause no 11, 12 and 13	
11	Test Certificate – The tenderer should state clearly whether their product has been tested at Govt. Laboratory or C.I.R.T Pune (if so, please enclose copies of certificates)	
**	In the event of the sole selling agent or distributor quoting against the tender then it should be ensured that the information pertaining to the clauses mark as ** in respect of their principals (Manufacturer ) be furnished.	

**I/we hereby declare that none of our Sister Concern (s) has / have participated in this tender. I/we are aware that if it is noticed that any of our Sister Concern (s) having common person(s) as a Director / Partner / Member / Owner has / have participated in this tender, our tender is liable for disqualification. The action of disqualification in such case is agreeable to me / us.**

**The names of Directors / Partners / Members / Owner given in Sr.No.1D - Annex."X" are correct.**

**NAME OF THE TENDERER**

**SIGNATURE & SEAL**



## ANNEXURE "Y"

**The following information may please be furnished along with the COMMERCIAL TENDER without which the tender will not be considered**

Name of the Item: - " " Air Hydrualic blind pop riveter " ",

S. N.	Term	To be filled by Tenderer
1.	Name of the Firm	
2	<b>Brand</b>	
3.	<b>Prices</b>	Prices are on <b><u>FOR Destination basis exclusive</u></b> of Taxes and Excise Duty, but inclusive of packing forwarding, insurance & freight charges, without stipulation of schedule value/quantity
4	<b>Discounts (Refer Clause No. C2 of PART I of Terms and Conditions).</b> offered will be availed by MSRTC based on the business awarded to the firm without linking it to the condition of No. of orders placed or without the condition of minimum quantity / value of supply at one destination	
5	<b>Taxes and Duties</b>	
5a	<b>The exact element of taxes and duties on the date of quotation must be clearly mentioned</b>	
5b	<b>A) Sales tax/CST/MST/VAT</b> <b>(We do not furnish any C or D form or any declaration form under State / Central Sales Tax)</b>	
5c	<b>B) Excise Duty with Tariff No</b> If concessional rate of excise duty is applicable, then firm must clearly specify the slabs of Excise Duty and also the tentative Turn over which can be achieved during the year 2013-14	
	<b>C) Octroi Duty</b>	<b>Octroi will be borne by units of MSRTC</b>
6	<b>Validity of quotation</b>	<b>6 (Six) Months i.e. 180 days from the date of opening of tender.</b>
7	<b>Price Variation</b>	<b>(Kindly refer clause No D of PART II of Terms and Conditions)</b>
8	<b>Payment Term</b>	<b>(Kindly refer clause No F of PART I of Terms and Conditions)</b>
8a	<b>Name of the Bank and RTGS Code of the Bank</b>	

S. N.	Term	To be filled by Tenderer
9.	<b>Delivery Point</b>	<b>Anywhere in Maharashtra for <u>FOR Destination</u> basis anywhere in <u>Maharashtra.</u></b>
10	<b>Delivery Period</b>	
11	<b>Tendered Quantity Offered with details about monthly supply capacity to MSRTC.</b>	<b><u>Tendered qty offered.</u></b> _____ Nos./ MT/SET <b><u>onthly supply capacity offered to MSRTC.</u></b> _____ s/MT/SETS
12	<b>Packing , forwarding &amp; Freight</b>	<b>Inclusive of Packing, forwarding insurance &amp; Freight charges, without any stipulation of schedule value/quantity.</b>
13	<b>Guarantee / Warrantee</b> Minimum warranty period should be 3 year from the date of successful commissioning. ( <b>Firm must agree for free replacement against material &amp; manufacturing defects).</b> etc.	

\* Tenderer has to submit Performance Guarantee for 5% of business value for a period of 39 months.

**NAME OF THE TENDERER**

**SIGNATURE & SEAL**

ANNEXURE " Z "

(TO BE SUBMITTED WITH TECHNICAL TENDER)

Name of the Item :- " " Air Hydrualic blind pop riveter"

1. Full Name & Office Address of the Company, with Telephone Number , Fax Number & e-mail no. \_\_\_\_\_
2. Full Name & Factory Address of the Company, with Telephone Number , Fax Number & e-mail no. \_\_\_\_\_
3. Manufacturer /Dealer of " \_\_\_\_\_" and our Annual Turnover for the last three years is as detailed below. This is supported by audited financial statement.

Year	TURNOVER (Rs. in Lacs)
1. 2010-11	
2. 2011-12	
3. 2012-13	

4. We have endorsed the Demand Draft No. \_ \_ \_ \_ \_ dt. \_ \_ \_ \_ \_ for Rs. /- drawn on \_ \_ \_ \_ \_ Bank in favour of "**MSRTC STORES & PURCHASE Fund A/c.**" towards Earnest Money Deposit.

**UNDERTAKING**

We are the Manufacturer/Dealer of " \_\_\_\_\_" as indicated above. Average annual turnover of the Company for the last three years i.e. 2010-11, 2011-12 & 2012-13 is as above form the sale.

Our total monthly production capacity for item of \_\_\_\_\_ is \_\_\_\_\_Nos / MT/ Sets. We undertake to supply \_\_\_\_\_Nos per month to MSRTC. We undertake to meet the requirement of ordered quantity of MSRTC consignee units as per their delivery schedules during the MSRTC Rate Contract period.

**AUTHORISED SIGNATORY  
(WITH COMPANY SEAL)**

