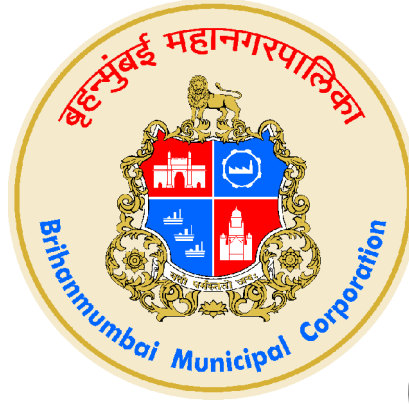


**BRIHANMUMBAI MUNICIPAL CORPORATION
DISASTER MANAGEMENT DEPARTMENT**



Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.

GEM/2026/B/7825407 dated 24.07.2026

Office of the
Chief Officer (DMP&CCRS)
2nd floor, Annex Building,
BMC Head Office, Mahapalika Marg,
Fort, Mumbai – 400001
Tel. 022-22694725 / 27 Fax.022 22694719.

e_mail: co.dm@mcgm.gov.in

INDEX

SR No	THIS TENDER DOCUMENT CONSISTS OF :
1.	E-Tender Notice
2.	Header Data
3.	Preamble
4.	Instructions to vender participated in Tender
5.	Flow of activities of tender
6.	General Instructions and condition to tenderers
7.	The General Conditions of Contract (G.C.C.)
8.	FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.
9.	Technical Specifications and Item data
10.	Bill of quantity
11.	Annexure – 1 Particulars about the tenderer
12.	Annexure – 2 Tender form
13.	Annexure – 3a Undertaking to be signed by the tenderer /manufacturer / bidder
14.	Annexure – 3b Additional undertaking to be signed by the manufacturers if Bidder is authorized dealer/distributor of the Manufacture
15.	Annexure – 4 a Performa for Manufacturer/ Bidder (if manufacturer is the Self bidder)
16.	Annexure – 4 b Performa for Authorization Letter of Manufacturer to their Authorized Distributer/Dealers/agents etc)
17.	Annexure – 4c Performa of conformation of Authorization Letter from Manufacturer
18.	Annexure -5a Experience Certificate and Annexure -5 b statement of Experience
19.	Annexure -5b Performa statement of Experience Certificate
20.	Annexure-6 Authorization letter for attending tender opening
21.	Annexure-7 Authorization Letter of authorized representative for downloading and uploading tender
22.	Annexure- 8 Draft Articles of Agreement
23.	Annexure- 9 Internal Grievance Redressal mechanism
24.	Annexure- 10 Item data

25.	Annexure- 11 Form of integrity pact
26.	Annexure- 12 Details Of Litigation History
27.	Annexure- 13 Details Of Criminal Cases pending History
28.	Annexure- 14 Undertaking cum Indemnity Bond.
29.	Annexure- A Irrevocable Undertaking

GeM Portal Copy

SECTION 1. E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
DISASTER MANAGEMENT DEPARTMENT

E-PROCUREMENT TENDER NOTICE

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC portal <https://portal.mcgm.gov.in> under tender section. However, the bid will be invited through Government e-Marketplace portal (<https://gem.gov.in>) only.

Bidders who wish to participate in this bidding process must register on the website <https://gem.gov.in>. Bidders, whose registration is valid, may please ignore this step. At the time enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id.

For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)

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

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

Sr. No.	Name of the work	Earnest Money Deposit (Rs.)	Scrutiny Fees (Rs.)	Bid Start Date & time	Pre-bid date & time	Bid End Date & time
1	2	3	4	5	6	7
	Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC. GEM/2026/B/7825407 dated 24.07.2026	Rs. 10100/-	Rs.1600/-+ 18% GST	As given in GeM portal	As given in GeM portal	As given in GeM portal

The pre-bid meeting will be no pre bid meeting. The Tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Tender notice. However, the bid will be invited through GeM portal only (<https://GeM.gov.in>).

Payment of Tender Fee:-

[A] For General Bidder:-

Tender fee (as mentioned in the Header Data) should be paid in DD(Demand Draft) format. Bidder shall note that fee paid is not refundable.

Demand Draft shall be addressed to “Brihammumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder

Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

- 1) The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount online, failing to pay full tender Fee amount, liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.
- 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.

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

[A] For General Bidder:-

EMD (as mentioned in the Header Data) should be paid in DD (Demand Draft) format.

Demand Draft shall be addressed to “Brihammumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-

Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest money Deposit.

Note:-

- 1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online/offline, Failing to pay of full EMD amount liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.

3)The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.

However, original copies of the online payment receipts for EMD & Tender fee should be uploaded in Technical packet as prescribed in Tender Document.

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

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

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

****Instructions to bidder- All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail.****

**By Order of the
Municipal Commissioner
BrihanMumbai Municipal Corporation**

SECTION 2. HEADER DATA
BRIHANMUMBAI MUNICIPAL CORPORATION
DISASTER MANAGEMENT DEPARTMENT

GEM/2026/B/7825407 dated 24.07.2026

Sr. No.	Name of the work	Earnest Money Deposit (Rs.)	Scrutiny Fees (Rs.)	Bid Start Date & time	Pre-bid date & time	Bid End Date & time
1	2	3	4	5	6	7
	Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.	Rs. 10100/-	Rs.1600/-+ 18% GST	As given in GeM portal	As given in GeM portal	As given in GeM portal

BRIHANMUMBAI MUNICIPAL CORPORATION
DISASTER MANAGEMENT DEPARTMENT

GEM/2026/B/7825407 dated 24.07.2026

SECTION 3. PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender from bidder/manufacturer to **Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.** from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

SECTION 4. INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING PROCESS

4 : Instructions to Vendors participating in e-Tendering for the supply of General items to BMC.	
1.	The e-Tendering process of BMC is enabled through Government e-Marketplace portal (https://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Government e-Marketplace portal (https://gem.gov.in)
2.	Bidder should do Online Enrolment in this Portal using the option https://gem.gov.in/ For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)
3.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
4.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
5.	If there are any clarifications, this may be obtained online through the Government e-Marketplace portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
6.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
7.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Document.
8.	Bidders should note that the Tender fee is to be paid in form of DD (Demand Draft) and bidders should upload receipt of the same in Technical packet and original DD should be submitted at CPD office.
9.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10.	The bidder shall submit the bid documents online mode only, through Government e-Marketplace portal (https://gem.gov.in). Offline documents will not be handled through this system.
11.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
12.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. If the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
13.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal (https://gem.gov.in).
14.	All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
15.	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.
16.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the covers

	provided for this purpose and commercial bid need to be filled online.
17.	Affixing of digital signature for 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/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
18.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).
SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in https://gem.gov.in/training/training_module Bidders who wish to participate in the Bidding process must register on the website https://gem.gov.in . Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.	

5: FLOW OF ACTIVITIES OF TENDER	
1.	Publishing of tender notice along with tender documents on BMC Portal & Government e-Marketplace portal.
2.	Download the tender documents from the Tender section of Government e-Marketplace portal.
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Government e-Marketplace Portal after paying online requisite tender price.
7.	Earnest Money Deposit (EMD) shall be paid in the form of Demand Draft
8.	Tender Fee shall be paid in the form of Demand Draft
9.	Simultaneous, on-line submission, of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.4 of this tender document.
11.	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
12.	'Financial Packet' of only those bidders who are found to be responsive in the evaluation of 'Technical Packet' as decided in tender committee meeting will be opened online, as both covers are opened simultaneously.
13.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
14.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15.	Payment of Contract Deposit, Legal & stationary Charges within period of thirty days from the date of issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty.
16.	After Issuance of Acceptance to successful bidder, BMC's SAP system will be used for Purchase order, Payment etc.

SECTION 6 : GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1.	<u>Eligibility Criteria</u>
	A. Bidder should have work experience of Audio/Video conferencing system. The renderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied) a) Three similar completed works each of value not less than the value equal to Rs.100426/- (20% of estimated cost i.e. Rs. 502130/-).(Excluding of GST) Or b) Two similar completed works each of value not less than the value equal to Rs.125532.5/- (25% of estimated cost i.e. Rs. 502130/-).(Excluding of GST) Or c) One similar completed work of value equal and or not less than the Rs.200852 /- (40% of estimated cost i.e. Rs. 502130/-) (Excluding of GST) Note: Partly completed work of ongoing contract will not be considered as completed work and the same will not be considered for evaluation of technical capacity.
	B. <u>Turnover :-</u> Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ equal to 30% of the estimated cost (i.e. Rs.150639/-)of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited. The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

	in PACKET A
C.	Bidder should have work experience of Audio/Video conferencing system. The renderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied) d) Three similar completed works each of value not less than the value equal to Rs.100426/- (20% of estimated cost i.e. Rs. 502130/-).(Excluding of GST) Or e) Two similar completed works each of value not less than the value equal to Rs.125532.5/- (25% of estimated cost i.e. Rs. 502130/-).(Excluding of GST) Or f) One similar completed work of value equal and or not less than the Rs.200852 /- (40% of estimated cost i.e. Rs. 502130/-) (Excluding of GST) Note: Partly completed work of ongoing contract will not be considered as completed work and the same will not be considered for evaluation of technical capacity.
D.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in Technical Packet.
E.	<u>Details of Litigation History</u> The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender. In case there is litigation history, litigation History must cover in Annexure-12 .Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, DMC (PH) or Director as the case may be will take suitable decision

		whether to consider the bid for further process or not.
	F.	All tenderer must disclose the names of their partners, if any in the particular contract.
	i	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 tender separately under different names for the same contract.
	ii	If it is found that firms as described in clause E-i have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit 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.
	iii	If it is found that closely related persons as in clause E-ii have submitted separate tenders/quotations 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 tenderers Shall be liable for action as in clause No 1-E(i) including similar action against the firms/ establishments concerned.
	iv	Any tenderer failing to disclose information as indicated in E-i to iii, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments
2.	<u>Extension:-</u> The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.	
3.	<u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and/or on the portal of BMC and GeM portal. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Technical Packet.	
4.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." Affidavit shall be uploaded in this respect as per annexure –3a.	
5.	Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any	

	disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
6.	<u>Validity</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
7.	<u>Payment of E.M.D.(Earnest Money Deposit):-</u> [A] For General Bidder:- EMD (as mentioned in the Header Data) should be paid in DD (Demand Draft) format Demand Draft shall be addressed to “Brihammumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive. [B] For MSME Registered Bidder:- Government Boards/Corporation / Undertakings and the Micro and Small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from Earnest money Deposit. Note:- 1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online/offline, Failing to pay of full EMD amount liable for rejection of tender. 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender. 3)The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.
8.	<u>Refund of E.M.D.</u> i) Except successful bidder all other unsuccessful bidders EMD paid online will be refunded automatically as per BMC procedure. ii) The bid security of successful bidder will be discharged when bidder has signed and submitted all the documents for execution of contract along with the required security deposit, stamp duties, legal and stationary charges, etc. and after the receipt of confirmation letter of the Bank issuing this BG and duly verification of the same along with contract documents by C.A.’s office.
9.	<u>Forfeiture of Entire EMD</u> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or Furnish the required Security Deposits stamp duties and legal and stationery charges etc. 3. In the case of a successful Bidder produce forged, bogus, incorrect documents in Fee/Prequal packet ‘A’ /Technical Bid Cover packet ‘B’
10.	<u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. Rates accepted by BMC are inclusive of taxes and duties applicable

11.	<u>Payment of Tender Fee:-</u> [A] For General Bidder:- Tender fee (as mentioned in the Header Data) should be paid in DD (Demand Draft) format. Bidder shall note that fee paid is not refundable. Demand Draft shall be addressed to “Brihammumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive. [B] For MSME Registered Bidder Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee. Note:- 1) The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount online, failing to pay full tender Fee amount, liable for rejection of tender. 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender. 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.
12.	<u>Acknowledging communications</u> Every communication from Disaster Management Department, Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
13.	<u>Where and how to submit the tender</u> (Refer Section 4 : Instructions to Tenderer participating in e-Tendering and Section 5- Flow of activities of Tender) The e-Tendering process of BMC is enabled through GeM portal 'https://Gemgov.in. The bid should be submitted online through website https://Gemgov.in..in in three Packets system i.e. Administrative Bid (Packet A), Technical Bid (Packet B) & Commercial Bid (Packet C) along with EMD. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same. Deadline for submission of bid – as per schedule mentioned in tender notice.
14.	<u>Documents to be uploaded</u> All required Original document and self Attested Photocopies of specific documents shall be scanned & uploaded.
15.	<u>Authentication for documents</u> The responsibility to produce correct and authentic-documents rests with the tenderer. If any document is detected to be forged, bogus etc., For General Bidder :- The tender shall be rejected and the tender deposit shall be forfeited. For MSME registered Bidder :- The tender shall be rejected and the firm/company will be debarred from participating in tender for next one tender cycle, if participated their offer will be treated non-responsive out rightly. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said

	contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred there of.						
16.	<u>Translation of certificates:-</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.						
17.	<u>Sign and seal:</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated. - If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only. - If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only. - If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.)						
18.	<u>Power of Attorney (POA):</u> Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note – <table border="1" data-bbox="324 840 1497 945"> <tr> <td>(a)</td><td>The Registered Power of Attorney (if any) will be accepted.</td></tr> <tr> <td>(b)</td><td>If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.</td></tr> </table> If Tender is awarded and Contract Documents are signed by POA Holder then at time contract POA is to be registered at the Office of Chief Accountant (B.M.C.)	(a)	The Registered Power of Attorney (if any) will be accepted.	(b)	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.		
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(b)	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.						
19.	<u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.						
20.	<u>Variation in rate</u> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.						
21.	<u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.						
22.	<u>Alternative clauses in tender.</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected						
23.	<u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected If <table border="1" data-bbox="324 1680 1497 1904"> <tr> <td>a)</td><td>The tenderer stipulates own condition /conditions,</td></tr> <tr> <td>b)</td><td>Does not fill & sign the Tender Form incorporated in the Tender,</td></tr> <tr> <td>c)</td><td>Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication</td></tr> </table>	a)	The tenderer stipulates own condition /conditions,	b)	Does not fill & sign the Tender Form incorporated in the Tender,	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication
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c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication						

	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
	e)	The Goods offered are not eligible as per the provision of the tender
	f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.
	g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
	h)	Stipulated validity period less than 180 days.
	i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
	j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
	1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
	2)	Record for poor performance such as non-supply of allotted material not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
24.	<u>Bidders address</u> • The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per Annexure - 1.</u> • Tenderer Participating in this bidding process have to furnish the details as per annexure – 1.	
25.	<u>The two cover system</u> The tenderer should upload tender in two cover system as below	
	i.	The tenderer should upload tender in two cover (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.
	ii.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
	iii.	All the documents should be strictly uploaded in P.D.F. format
	iv.	<u>If the tenderer has not uploaded all the required and necessary documents as prescribed in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on GeM portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on GeM Portal within 7 days (including weekly & other holidays) from the date of intimation.</u>
	v.	The documents which are uploaded <u>Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u> with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of <u>Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u> the same will be accepted.If the information of short documents (Fee/Prequal packet 'A' /Technical Bid

	Cover packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive. .
vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
vii.	The tenderer shall not disclose / quote the rate of the items in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' (Bill of Entry,Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not marked will not be accepted and item will be considered Non Responsive
viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
xi.	All addendums /corrigendum shall be uploaded along with tender document.
I	Technical packet contains following documents:-
D)	The following Documents shall be submitted in the Technical Packet:-
1.	Scanned copy of Demand Draft of EMD and Tender fee
2.	Particulars about the Tenderer (Annexure –1)
3.	Tender form (Annexure -2)
4.	Undertaking to be signed by the Tenderer (Annexure-3a)
5.	Undertaking to be signed by the Manufacturer (Annexure 3b) if Bidders is Authorized Dealer/ Distributer/agent of the Manufacture
6.	Authorization letter for attending tender opening (Annexure-6)
7.	Authorization letter of authorized representative for downloading and uploading tender on the letter of bidder with stamp & signature. (Annexure-7)
8.	Draft Articles of Agreement (Annexure 8)
9.	Internal Grievance redressal mechanism (Annexure –09)
10.	Declaration of Items Quoted on letter head of the Bidder.(Annexure- 10)
11.	Tender document.(except Annexure) and digitally signed addendum/corrigendum/clarification, if any.
12.	Firm/Company/Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of Latest Partnership Deed in case of Partnership firm iv) Valid MSME Registration Certificate

13.	Solvency certificate : The tenderer should upload solvency certificate for minimum of Rs.30Lac from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
14.	<u>GST Registration Certificate (as applicable).</u>
15.	<u>PAN CARD</u> a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. <u>Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.</u>
16.	Registered Micro & Small Manufacturers & Suppliers The bidders availing tender fee & EMD relaxation, shall submit registration certificate of MSME minimum two years old
17.	C.A.'s Certificate for turnover with UDIN no.of the tenderer.
18.	Agreement of integrity Pact as per Annexure- 11. (Duly signed and stamped on Rs.500/- stamp paper duly notarized)
19.	Details of criminal cases history Declaration shall be submitted by the tenderer (manufacturer) on Rs.500/-stamp paper (Annexure 13)
20.	Irrevocable undertaking Rs.500/- stamp paper (Annexure-A)
21.	Undertaking cum Indemnity Bond (Annexure 14).
22.	<u>Annexure- 4a,4b and 4 c</u> (whichever is applicable).
23.	Manufacturer's valid registration certificates required for manufacturing the items for which tender is quoted.
24.	Past performance/ experience certificate. (Annexure –5a and or 5 b) Past Performance or Experience Certificate should be in the name of Bidder.
25.	Details Of Litigation History (Annexure-12)
26.	List of machinery on 500 /- Rs stamp paper for the evidence of production facility to produce safety shoes by PU direct injection molding for the sizes mentioned in the tender
27.	valid BIS Registrations Certificate
II)	<u>Commercial Bid (Packet – 'C')</u> The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. The BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only. Packet 'C' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab.

	The Evaluation and thereafter the allotment of the Bidders will be done Item wise on the basis of lowest item wise rate received (inclusive of all taxes and duties). ** All the prize quoted should be inclusive of all taxes and duties. All Duties, levies, Cess etc. The rate quoted will be taken into consideration for evaluation and price comparisons.**
26.	<u>Taxes and Duties</u> 1. The tendered shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price. The rates shall be Exclusive of GST.
27.	<u>Pre-bid Meeting :</u> The pre-bid meeting will be held on the venue of the same is at Office of the, Chief Officer (DMP&CCRS), 2nd floor, Annex Building, BMC Head Office, Mahapalika Marg, Fort, Mumbai – 400001 Tel. 022-22694725 / 27 Fax. 022 22694719 e_mail: co.dm@mcgm.gov.in. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.
28.	<u>Procedure for the opening of the tender Packet</u> <u>Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u> will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Packet 'C' will be opened only if the administrative & technical offer in <u>Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u> is acceptable. In case the administrative and technical offer in <u>Packet Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u> is found not acceptable or found incomplete and those who fails to pay applicable EMD, Tender fee then Packet 'C' will not be opened and offer will be kept out of consideration. The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u>
29.	<u>Submission of Tender samples.</u> After opening of Commercial bid, Lowest tenderer must submit duly labelled & sealed sample within 7 working days from the date of intimation in the, failing which it will be open to the department to consider the tender as Non-Responsive and EMD of the said tenderer will be forfeited.
30.	<u>Evaluation of the tender:</u> i. After opening of <u>Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'</u>, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on

	the basis of submitted substantiation documents.
ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.
iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.
iv.	The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
31.	<u>Inspection Visit :-</u> (If Required) The lowest Bidder shall have to arrange the Industrial Visit at the manufacturing site for BMC's officers at bidder's expenses and should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.
32.	<u>Internal Grievance Redressal Mechanism</u> B.M.C. has formed 'internal Procurement Redressal Committee' for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'internal Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/- within 7days from date of intimation. The details of 'internal Procurement Redressal Committee' are given in Annexure-09. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.
33.	<u>Price Negotiation :</u> The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.
34.	<u>Acceptance of Tender/ Award of Contract:-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.
35.	<u>Integrity Pact (If Applicable):-</u> The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-11 duly signed and stamped on Rs.500/- stamp paper duly notarized. The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the

	Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation.”
36.	<u>Period of Contract:</u> The period of contract shall be 3 Years +15 Days from the date of issue of acceptance letter.
37.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
38.	In ATC (Additional Tender Conditions) “Instructions to bidder- All bidders must refer to the Buyers RFP/ BMC’s tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP/ BMC’s tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC’s tender Document shall prevail.”
39.	➤ Scope of Application The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage. ➤ Eligibility of Applicants The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies’ act 2013, the contractors registered with the BRIHANMUMBAI MUNICIPAL CORPORATION , (BMC) in Class ‘B’ as per as per Registration Rules 1992 or Class ‘C’ as per as per Registration Rules 2015 or Class ‘C’ as per Registration Rules 2016 in Either Mechanical or Electrical category and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty. The Subcontracting is allowed for Electrical works. In case of subcontracting, the electrical contractors shall be registered with the BRIHANMUMBAI MUNICIPAL CORPORATION , (BMC) in Class ‘C’ as per as per Registration Rules 1992 or Class ‘D’ as per as per Registration Rules 2015 or Class ‘E’ as per Registration Rules 2016 in Electrical category. The electrical contractor shall have valid PWD electrical contractor’s license.

SECTION 7: GENERAL CONDITIONS OF CONTRACT											
The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.											
1.	<u>Contract:</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanumbai Municipal Corporation of Greater or BMC, and the Supplier, together with the Contract Documents. The Contract and the term ‘The Contract’ shall in all such documents be construed accordingly. The ‘Contract Document’ means the entire document along with any attachments and 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. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to “Force Majeure Clause” as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.										
2.	<u>Contract Documents:</u> The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it. 1) Letter of Acceptance 2) The Contractor’s Bid 3) Addendum to Bid, if any 4) Tender Document 5) The Bill of Quantities / Price Packet 6) The specifications 7) The General conditions of Contract 8) The Special conditions of Contract 9) Final written submissions made by the contractor during negotiations, if any 10) All correspondence documents between bidder and BMC. 11) Integrity Pact 12) All Annexure										
3.	<u>Contract Deposit / Performance Security:</u> <table border="1"> <tr> <td>i.</td><td>The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).</td></tr> <tr> <td>ii.</td><td>The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers’ Guarantee.</td></tr> <tr> <td>iii.</td><td>Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- ‘rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf’. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.</td></tr> <tr> <td>iv.</td><td>The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker’s guarantee.</td></tr> <tr> <td>v.</td><td>The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC (if applicable) obligations.</td></tr> </table>	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers’ Guarantee.	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- ‘ rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf ’. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker’s guarantee.	v.	The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC (if applicable) obligations.
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	vi.	The B.G. shall be retained 6 months after completion of contract period.	
	vii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or	
	a.	to forfeit the said security in whole or in part in the event of:	
	i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof	
	ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect	
	b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.	
4.	<u>Refund of contract deposit</u> Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects.		
5.	<u>Place of Delivery</u> Office of the,Chief Officer (DMP&CCRS),2nd floor, Annex Building,BMC Head Office, Mahapalika Marg,Fort, Mumbai – 400001Tel. 022-22694725 / 27 Fax.022 22694719. The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.		
6.	<u>Quality</u> All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.		
7.	<u>Signing & Execution of Contract:</u>		
	I.	In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor) , full amount of the contract deposit must be paid and The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All Such power of attorney need be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly	
	II.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should	

		be informed accordingly.
	III.	For General category bidders & For Government Boards/Corporations/Undertaking & Registered MSM Micro & Small Manufacturers & Suppliers:- Contractor shall pay contract deposit / performance security, legal & stationery charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine for delay Rs. 5000/- per day will be imposed up to maximum 07 days.
	IV.	If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time (i.e. 37 days including penalty period of 7 days,) then A)For Government Boards/Corporation/ Undertakings and manufacturers/suppliers registered under MSMED Act-2006:- the above mentioned fine and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment. B) For general category (other than above) bidder:- The above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment.
	V.	The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so.
	VI.	The contract shall be executed as per the MMC Act.
8.	<u>Payment of legal and stationery charges:</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract with applicable GST.	
9.	<u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of “Stamp Duty Act 1958” (amended till date).	
10.	The Successful Tenderers must distinctly understand:	
	a.	That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to “Force Majeure Clause” as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
	b.	The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.
	c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor’s knowledge.
	d.	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
11.	<u>Purchase Order:-</u>	

	The user department will place the orders as and when required.
12.	<u>Delivery</u> The Tenderer should give free delivery to user Dept. at different location in Mumbai as and when required within 15 days from the date of receipt of purchase order by e-mail/courier/hand delivery or by any electronic communication system. NOTE :- The rates to be quoted in this tender shall be inclusive of all the taxes i.e. GST and all other taxes as applicable. Before making payment against the supply of material, the user department shall invariably verify the GST , payment receipts duly confirming the name of the Manufacturer/Supplier and description of the material supplied to BMC
13.	<u>Supply Testing:-</u> 1) Sample from supply lot drawn on random basis, jointly by the representative of CPD, user Dept. and the representative of supplier for testing through any Central Govt.laboratory / State Govt. Laboratory / Govt.Approved laboratory or Private laboratory having NABL accreditation for testing of tender items. 2) Probability of sample testing for items should be (i) Three times during the one year contract period and (ii) Six times during the two year of contract period (iii) Or each time when Lot/batch changes or manufacturer changes from last supply/testing. 3) If the test report of the supply lot is not found as per BMC specification, the supply shall be rejected and i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted. 4) The supplier shall quote lot number and name of manufacturer for each supply. 5) If supplier has more than 1 manufacturer then at the time of supply, one lot should be from one manufacturer only. 6) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost there of will not be reimbursed. 7) Test report of Government/Government approved laboratory / Lab having NABL accreditation, of supply sample sent for testing by BMC. will be considered as final and no correspondence will be entertained in this regard. 8) The sample from the supply lot will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation. 9) The test results will be circulated to all departments who have received material from the supplied lot. 10) The Sample of item/material from the supply if destroyed in testing has to be replaced at free of cost by the supplier And follow up of it should be taken by User Dept. 11) Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority. 12) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.
14.	<u>Penalty</u> If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(PH) / Purchasing Officer shall exercise his discretionary power either :-

	a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC. OR b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery. OR c) I) For Government Boards/Corporation/ Undertakings and manufacturers/suppliers registered under MSMED Act-2006 :- To cancel the contract and orders, forfeiture contract Deposit and blacklisting the firm/company along with their partners/ directors. II) For general category (other than above) bidder:- To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.
15.	<u>Consequence of inferior supply:-</u> Tenderer/contractor shall have to replace the rejected materials which are found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned department, at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.
16.	<u>Replacement of Rejected Materials:-</u> Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by BMC at the risk and cost of contractors without any further correspondence in this regards.
17.	<u>Rejection & appeal</u> Dy. Ch.E. (CPD) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).
18.	<u>Fees :-</u> The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will, however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.
19.	<u>Risk & Cost Purchase:-</u> In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall

	include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
20.	<u>Articles can be brought from elsewhere.</u> The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.
21.	<u>Submission of Bill</u> The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.
22.	<u>Monetary dealings with the Municipal Employees</u> The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.
23.	<u>Blacklisting:-</u> The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR i) If it becomes responsive on the basis of submission of bogus certificate/information. OR iii) In case of non-supply /supply of substandard material.
24.	<u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.
25.	<u>Secrecy:-</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.
26.	<u>Compliance with security Requirement:-</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.
27.	<u>Confidential Information:-</u> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications

	are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC
28.	<u>Payment condition:</u> <u>Payment will be made within 30 days from the date of satisfactory supply, submission of the bills there of and submission of all documents for execution of contract.</u> Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.
29.	<u>Fall Clause:-</u> The Tenderer/contractor undertakes that it has not quoted similar products in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products was supplied by the TENDERER/ contractor to any other Ministry / Department of the Government of India or a PSU or BMC 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 TENDERER / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Contractor from BMC.
30.	<u>Subsequent Legislation:-</u> If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.
31.	<u>Corporation's lien over all moneys due to the Tenderer or his deposit:-</u> The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/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 Tenderer/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 Tenderer/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 Tenderer/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 Tenderer/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

	Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/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 Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.
32.	<u>Commissioner's direction & decisions to be final and binding:-</u> 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 or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.
33.	<u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.</u> 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 Tenderer 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.
34.	<u>Partnership:-</u> Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/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 Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/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 Tenderer/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 Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.
35.	<u>Dissolution of the Contract:-</u> The Tenderer/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 Tenderer/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.
36.	<u>Termination of Contract:</u>

	These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities allotted to the Tenderer, whichever is earlier (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.
37.	<u>Jurisdiction of Courts:-</u> In case of any claim, disputes or differences arising in respect of the contract, the cause of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
38.	<u>Governing Language:-</u> English language version of the contract shall govern its Interpretation
39.	<u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular.
40.	<u>Meaning:-</u> 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.
41.	<u>Saving clause:-</u> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid
42.	<u>Applicable Laws:-</u> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
43.	<u>Indemnification:-</u> The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond to this effect.
44.	<u>Operation of the Contract Clauses:-</u> The DMC (PH) or his / her successor/s for the time being holding the office of the DMC (CPD) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (PH) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
45.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required
46.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.

SECTION 8 .FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

SECTION 9 : Technical specifications

BRIHANMUMBAI MUNICIPAL CORPORATION
DISASTER MANAGEMENT DEPARTMENT

Name of Work: Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.

- Bidder shall Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.
- The work comprises the complete supply, installation, testing, commissioning, integration and handing over of an Interactive Display Panel, Video Conferencing System and Audio System including all accessories, cabling and training.
- The contractor shall supply all equipment, install and integrate the complete system, configure, test, commission and hand over the system in satisfactory working condition.
- Equipment shall conform to the offered OEM specifications. The Interactive Panel shall be 98-inch UHD 4K. VC endpoint shall support 4K camera, integrated microphones and speakers. Audio system shall include amplifier, speakers and wireless microphones. All required accessories shall be included.
 1. 98-inch Interactive Panel – 1 No.
 2. Mobile Trolley – 1 No.
 3. 2-Way Speakers – 2 Nos.
 4. Speaker Mounts – 2 Nos.
 5. 200 W Mixer Amplifier – 1 No.
 6. Wireless Handheld Microphones – 2 Nos.
 7. Video Conferencing Endpoint – 1 No.
 8. Cabling & Accessories – 1 Lot.
 9. Installation, Testing & Commissioning – 1 Job.
- The contractor shall install, configure, integrate, test and demonstrate the complete system. All cables shall be neatly routed and labelled.
- Testing shall include display, touch, camera, microphones, speakers, amplifier, network connectivity, VC functionality and complete integrated operation.

- Comprehensive onsite OEM warranty shall be provided for all supplied equipment. Defective parts shall be repaired or replaced without additional cost during the warranty period of 3 years.
- On-site operational training shall be imparted to departmental staff after commissioning.
- Payment shall be released after successful supply, installation, testing, commissioning and certification by the Engineer-in-Charge.
- All equipment shall be new, genuine and unused. The contractor shall follow all safety requirements and be responsible for transportation, unloading, installation, cleanup and handing over.
- The intended bidder should visit this office on following address and get well acquainted with the scope of work and other requirements of this office.

Chief Officer (DMP & CCRS)
2nd Floor, DM Department,
Annex Building, Municipal Head Office,
CST Fort – 01

Supply, installation, integration, testing, commissioning, documentation, and handover of the proposed **Interactive Display, Video Conferencing, and Audio System** for the **Disaster Management Room**. The scope of work shall include, but not be limited to, the following:

1. Interactive Flat Panel Display (98")

- Supply and installation of a **98-inch Interactive Flat Panel Display (IFPD)** with Android operating system.
- Installation of the interactive panel on the supplied heavy-duty mobile trolley stand.
- Configuration of touch functionality, display settings, Android OS, Wi-Fi/LAN connectivity, HDMI inputs, USB interfaces, and other required system parameters.
- Testing and verification of display quality, touch response, interactive features, and presentation capabilities.

2. Android Video Conferencing Endpoint

- Supply, installation, and integration of an Android-based Video Conferencing Endpoint equipped with a **4K ePTZ camera**, built-in microphone array, Hi-Fi speaker, extension microphone, and IR remote control.
- Configuration of camera, audio peripherals, conferencing applications, and network connectivity.
- Integration with the Interactive Flat Panel Display for seamless conferencing and collaboration.
- Testing of audio-video quality, voice pickup, camera functionality, conferencing performance, and overall system operation.

3. Mobile Trolley Stand

- Supply and assembly of a heavy-duty mobile trolley stand suitable for supporting the 98-inch Interactive Flat Panel Display.
- Secure mounting of the display with proper alignment, stability, and cable management.
- Verification of mobility, locking mechanism, and structural stability for flexible room usage.

4. Two-Way Speakers

- Supply and installation of high-performance two-way speakers designed to provide clear speech intelligibility and uniform audio coverage.
- Positioning and mounting of speakers to achieve balanced sound distribution throughout the designated area.
- Alignment, tuning, and testing to ensure optimum acoustic performance.

5. Mixer Amplifier

- Supply and installation of a **120W Mixer Amplifier** for centralized audio control.
- Integration of microphone inputs, conferencing audio, auxiliary sources, and speaker outputs.
- Configuration of audio levels, equalization, and system parameters to ensure clear and distortion-free sound reproduction.

6. Wireless Handheld Microphone

- Supply, installation, and commissioning of a professional wireless handheld microphone system.
- Pairing and configuration of the wireless receiver with the mixer amplifier.
- Testing for stable wireless operation, clear voice transmission, adequate operating range, and interference-free performance.

7. Cables, Connectors & Accessories

- Supply of all required HDMI, USB, power, LAN, speaker, audio signal, and control cables along with connectors, termination accessories, conduits (where applicable), and cable management materials.
- Professional routing, dressing, termination, labeling, and testing of all cables to ensure a neat, organized, reliable, and maintainable installation.
- Proper segregation of power and signal cables to minimize electrical interference and ensure optimum system performance.

8. Installation, Testing & Commissioning

- Complete installation of all equipment in accordance with OEM recommendations and applicable industry standards.

- Integration of the Interactive Display, Video Conferencing Solution, and Audio System into a single fully functional AV solution.
- Configuration of all hardware, software, network, audio, and video settings for optimum system performance.
- Functional testing, audio calibration, video quality verification, and complete system commissioning.
- Performance verification of all integrated equipment and interfaces.
- Demonstration of complete system functionality and provision of basic operational training to authorized client personnel.
- Submission of test reports (where applicable) and final handover of the fully operational system upon successful testing and client acceptance.

9. Documentation

- Submission of equipment data sheets, technical literature, and product catalogues.
- Submission of system architecture diagrams, wiring diagrams, and installation documentation.
- Handover of operation manuals, warranty certificates, commissioning reports, and test certificates.
- Submission of as-built drawings and documentation reflecting the final installed system configuration.

10. Defect Liability Period (DLP)

- A **Defect Liability Period (DLP) of Three (3) Years** shall be applicable from the date of successful Supply, Installation, Testing, and Commissioning (SITC) of the complete Interactive Display, Video Conferencing, and Audio System.
- During the DLP, the successful bidder shall provide comprehensive maintenance support for the entire installed system at **no additional cost** bear by BMC.
- The scope of maintenance shall include preventive maintenance, corrective maintenance, repair or replacement of defective components, software updates (where applicable), and restoration of the system to full operational condition.
- No separate payment shall be made by the BMC for maintenance, repair, replacement, or service visits during the DLP.
- The contractor shall ensure continuous functionality and satisfactory performance of the complete system throughout the DLP period.

The detailed technical specification of material to be supply is as follows:

Sr No	Item Name	Item Description	Qty	Unit	
1	98" Interactive Panel	98-inch Interactive Flat Panel features a 4K UHD (3840 × 2160) resolution with a 16:9 aspect ratio, 450 cd/m ² brightness, 178° viewing angle, and 4 mm anti-glare tempered glass for superior visibility and durability. It incorporates advanced IR Touch Technology supporting 40-point touch (Windows 7/8/10) and 20-point touch (Android) with ±1 mm touch accuracy, <5 ms response time, and support for finger or passive stylus input. Powered by Android 16.0 with a Quad-Core CPU, G52 GPU, 8 GB RAM, and 128 GB internal storage, the panel delivers smooth performance for collaborative applications. Connectivity includes HDMI, Display Port, USB 3.0, USB 2.0, USB Type-C, Touch USB, RJ45, RS232, VGA, Optical Audio Out, TF Card, Mic In, and Line In, along with Wi-Fi 802.11 a/b/g/n/ac/ax, Bluetooth 5.0, and an integrated 20 W × 2 speaker system.	1	No.	Mention OEM/Make/Model No.
2	Trolley Stand	Adjustable & Movable Trolley Stand	1	Lot	
3	Video Conference Endpoint	all-in-one Android-based video conferencing bar integrating a 4K ePTZ camera, microphone array, and high-quality speaker into a single compact device for huddle rooms and meeting spaces. Powered by Android 9.0, Cortex-A72 + Cortex-A53 processor, 4 GB RAM, and 16 GB internal storage, it supports 1080p @ 30 fps Full HD video conferencing, 1080p wireless presentation, and hardware H.264/H.265, VP8, and VP9 encoding/decoding. The integrated 90° field-of-view 4K camera features ±15° manual tilt adjustment, while the microphone array provides up to 5 meters voice pickup with Acoustic Echo Cancellation (AEC), Automatic Gain Control (AGC), and Automatic Noise Suppression (ANS) for crystal-clear audio. Connectivity includes HDMI Out, USB, RJ45 Ethernet, Line In/Out, Bluetooth 5.0, Dual-band Wi-Fi, expansion microphone port, and	1	No.	Mention OEM/Make/Model No.

		security lock slot. The device supports dual-screen display, electronic whiteboard, content sharing, and compatibility with most major video conferencing platforms, making it an ideal solution for professional collaboration, business meetings, training, and telemedicine applications.			
4	Two way Speaker	2-way full-range surface-mount loudspeaker featuring a 4-inch (100 mm) weatherized woofer and 1-inch (25 mm) titanium-coated dome tweeter with an internal crossover for high-fidelity speech and music reproduction. The speaker shall provide a nominal impedance of 8 Ω and incorporate a built-in multi-tap 70V/100V transformer with selectable power taps for distributed audio applications. It shall offer a frequency response of 65 Hz to 20 kHz, wide 120° × 120° coverage, and a power handling capacity of 50 W continuous (200 W peak) with a sensitivity of approximately 87 dB (1 W/1 m). The enclosure shall be constructed from high-impact, weather-resistant ABS with an aluminum grille, suitable for indoor and protected outdoor installations. The speaker shall include the Strong-Arm mounting system for flexible wall or ceiling installation and be UL-listed for commercial installations, making it suitable for conference rooms, educational institutions, hospitality venues, retail spaces, gyms, and public address applications.	2	No.	
5	Speaker Mount	Speaker Mount	2	Nos.	
6	Mixer Amplifier 120W	120 W professional public address mixer amplifier designed for background music and paging applications in commercial environments. It operates on 230 V AC, 50 Hz and supports 100 V, 70 V, and 4–16 Ω speaker outputs, making it suitable for both high-impedance and low-impedance speaker systems. The amplifier features 2 microphone inputs, 2 AUX inputs, a built-in Bluetooth, USB, SD card, and FM music player, MIC 1 priority muting, and line output for system expansion. It delivers a frequency response of 60 Hz–20 kHz (± 3 dB) with a signal-to-noise ratio of 80 dB, along with bass (100 Hz ± 10 dB) and treble (10 kHz ± 10 dB) tone controls for optimized audio performance. Housed in a	1	No.	

		compact free-standing chassis, the DNM PA120 is ideal for schools, offices, retail outlets, restaurants, places of worship, conference rooms, and other commercial public address installations.			
7	Wireless Handheld Microphone	dual-channel UHF wireless handheld microphone system designed for high-quality speech, presentations, conferences, and live vocal performances. It features 200 selectable UHF channels with Infrared (IR) synchronization for quick and reliable frequency setup, allowing two handheld microphones to operate simultaneously without interference. The system offers a frequency response of 40 Hz to 16 kHz, cardioid polar pattern for superior vocal clarity and feedback rejection, and includes individual balanced XLR outputs with an additional ¼-inch mixed output for flexible integration with mixers and sound systems. The receiver features an LCD display for channel and frequency indication, while each handheld transmitter operates on 2 × 1.5V AA batteries.	2	No.	
8	Cables & Connectors	Cables & Connectors	1	Lot	
9	ITC	Installation, Testing & Commissioning Charges	1	No.	

The bidder shall upload the OEM Authorization Certificate for Sr. Nos. 1 and 3 mentioned in the above table. Failure to upload the required certificates shall result in the bidder being treated as non-responsive.

Terms and conditions:

1. The lowest bidder failing to submit the essential documents will be given a grace period of 15 days after the intimation of this department to furnish the relevant documents.
2. The contract period for subject work is 3 Years + 15 Days .
3. If the concerned lowest bidder fails to submit the same within given time frame, bidder with valid relevant essential documents and having next lowest quote may be awarded the work.
4. **After intimation of this department about the work assignment via Letter of acceptance and SAP PO, the contractor has to complete the work within 15 days, failing to which a penalty of ½ percent per week will be levied maximum up to 10% of the contract amount.**
5. This department will not provide any additional cost beside the cost quoted in the quotation submitted by the bidder.
6. As per CA circular u/No. CA/F/P/24 dt. 10.10.2017 successful bidder should submit C.A. certificate for applicable taxes within 6 months from issuance of the work order, failing to which action will be taken as per the circular u/No. CA/F/P/24 dt 10.10.2017.
7. The Bidder has to be registered with AO (CPD) department of BMC for vendor registration number. The Bidder is requested to contact for the same on following address

Accounts Officer (CPD), CA(CPD) Department , BMC
Central Purchase Department, Bakri Adda,
N.M. Joshi Marg, Byculla, Mumbai – 01
Tel – 022 23083161/62/63
E-mail id – ao.cs@mcgm.gov.in
8. The quotation is requested to read carefully all the instruction before filling the quotation form.
9. The successful contractor is entitled to execute the written contract agreement as per BMC procedures along with applicable stamp duty, legal & stationary charges, if applicable as per due BMC procedure.
10. If successful Bidder fail to submit any of the documents mentioned in this Quotaion Form within due period, the said Bidder will be termed as non-responsive and non-eligible.

11. The bidder shall quote the rate in Rupees in figures and grand total in figure as well as in schedule of quantity & rates.

12. All the rates quoted shall be inclusive of all taxes, duties, Octroi, transportation etc and successful bidder shall submit the attested copies of taxes, duties & Octroi etc.

Important Terms:-

1. Bidder shall read the mandatory condition, General condition, Technical Condition Specification Specific instructions carefully before submitting bid.
2. Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the scope/quantum of the work or if no work is awarded at all.
3. Municipal Commissioner Reserves the right to reject any quotation or all Bid without assigning any reason therefore Municipal Commissioner reserves the right to negotiate with the lowest bidder.

SECTION 10 : BILL OF QUANTITY/ ITEM DATA
(Rates to be filled by Bidders)

Sr. No.	Description	Qty	Rate (Rs.)	Amount (Rs.) Excl. of GST
1	98" Interactive Panel	1		
2	Trolley Stand	1		
3	2 Way Speaker	2		
4	Speaker Mount	2		
5	Mixer Amplifier 120W	1		
6	Wireless Handheld Microphone	2		
7	Video Conference Endpoint	1		
8	Cables & Connectors	1		
9	Installation, Testing & Commissioning	1		
Total Amount (Rs.) Excl. of GST				

GeM Portal Copy

11. Annexure -1
(Particulars about the tenderer)
(To be uploaded in PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

Following information to be submitted along with tenders (**in PACKET A**) as detailed herein below on the letterhead of the tenderer. (Put a tick mark where applicable/ Write N.A. where not applicable).

1. Name & Address of the tenderer.
2. Names and addresses of all the partners.
3. E-mail address of the firm
4. Name & address of the Bidder(s)
 - a. Registered Head Office with Postal Address and Telephone Numbers
 - b. Mumbai Office address with Telephone Numbers.
5. Name & address of the manufacturer
 - a. Places of Manufacturer (In case of firms having more than one place, mention the nearest).
 - b. Registered Head Office with Postal Address and Telephone Number
 - c. Mumbai Office address with Telephone Number.
6. Total annual turnover in the last three Financial Year of the tenderer.
7. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
8. Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.)
9. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
10. Location of other works owned by the firm/Service Provider (if any).

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

Full Signature of the tenderer with
Official Seal & Address

12. Annexure 2
(Tender Form)
(To be uploaded in PACKET A)

GEM/2026/B/7825407 dated 24.07.2026
Tender Id No

Date:-.....

To

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

I / We.....(full name in capital letters starting with surname of the Bidder/ Service Provider), 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 to Tenderers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) General Instructions to the tenderers
- 5) Items Descriptions
- 6) Scope of Supply.
- 7) Contract Agreement form
- 8) Annexures
- 9) Details of the Item Data in BOQ :- (Rate to be filled by tenderer in commercial offer)
- 10) Minutes of pre bid meeting,
- 11) Corrigendum if any

- 1) I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Man Power referred to in the aforesaid documents, at the rate quoted for respective item in BOQ.

3.D) For Government Boards/Corporation/ Undertakings and manufacturers/suppliers registered under MSMED Act-2006 :-

I/ We have taken benefit of exemption in Earnest Money Deposit (E.M.D.) and uploaded valid registration certificate as per MSMED Act-2006 in packet A

OR

II)For general category (other than above) bidder:-

I/ We have paid the Earnest Money Deposit (E.M.D.) online for Rs..... and we are aware that this EMD shall not bear any interest till it is with BMC.

- 2) I / We also agree to keep this e-tender open for acceptance for a period of **180days** 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.

- 3) I/We hereby further agree to execute agreement in the prescribed pro-forma 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.

- 4) I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.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 BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....
.....
.....
.....

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

1.
2.
3.
4.

Full Names and Residential Address
of all the partners constituting

The firm:

1. A/c. No.
..... Name of the Bank.
..... Name of the Branch.

5)
.....
.....

6)
.....

13. Annexure – 3a
(Undertaking to be signed by the Manufacture /Bidders)

(To be uploaded in PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

16. I / We shall not sublet the work to any agency without prior approval of the BMC.

17. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-

- a) I / We fail to keep the e-tender open as aforesaid,
- b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
- c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
- 7) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

18. I / We understand that the quantity in the tender is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the articles valued **at not less than 25 percent of the total** amounts of the contracts.

19. I/We..... hereby further state and declare that-

I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either BMC. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act.

20. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of mala fide intention during the completion of the contract anywhere in BMC. Or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.

21. The acceptance of this tender by BMC. Shall constitute a binding contract between me / us and BMC.

22. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.

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

24. I/We,_____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

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

25. I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

I/We -----hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production activity.

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948.

OR

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

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

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

“I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to - 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC. Also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

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

I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **Tender Documents for the Supply of ISI Mark Safety Shoes For Fire Brigade Department of BMC**

the as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full quality control **Tender Documents for the Supply of ISI Mark Safety Shoes For Fire Brigade Department of BMC** as mentioned in the tender & in accordance with the specifications therein.

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

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

Yours faithfully,

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

Office Stamp

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

Note :- To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 500/-
duly notarized by Notary Public / First Class Magistrate

14. Annexure – 3b
(Additional undertaking to be signed by the manufacturers if Bidder is authorized dealer/distributor of the Manufacture)
(To be uploaded in PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

Tender No. :

Due Date:

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

I/We..... (Manufacturer of Basic Material) hereby state and declare that-
I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either BMC. / central Govt. / state Govt./Public sector undertaking/any other Local body from start date of tender notice..
- not convicted under the provision of IPC or Prevention of Corruption Act.

I/we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC. Or either by any of central Govt./state Govt./Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.

Solemnly affirmed on this _____ the day of _____ 20__.

Full name and complete address with
Tel. Nos. & E-mail address of all partners

Yours faithfully,

Signature of

manufacturer under the name and style

of

WITNESS:

8) Full Name

And Address

Signature

(2) Full Name

And Address

.....

Signature

Note :-To be filled in and signed by the manufacturer and to be submitted on non judicial paper of Rs, 500/-duly notarized by Notary Public / First Class Magistrate.

15. Annexure – 4 a

(Pro-Forma For Manufacturer's Letter if Bidder is self manufacturer)
(To be uploaded in PACKET B)

GEM/2026/B/7825407 dated 24.07.2026
Tender Id No 2026

Date:-.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

1. We, M/s _____ are an established and reputed manufacturer having factory/factories at _____.
2. We, ourselves, are submitting this tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods.

Yours faithfully,

(Signature with Date, Name, & designation) For
and on behalf of M/s. _____

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

- 9) Scanned copy of Original letter shall be uploaded.

16. Annexure-4 b

**(Pro-Forma For Authorization Letter Of Manufacturer To Their Authorized
Distributor/Dealer/Agent)
(To be uploaded in PACKET B)**

GEM/2026/B/7825407 dated 24.07.2026
Tender Id No 2026

Date:.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

1. We, M/s _____ are an established and reputed manufacturer having factory/factories at _____
2. We, hereby certify that M/s. _____ (name & address of the distributor/dealer/agent) is our authorized distributor/dealer/agent & we authorize them to submit this tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods. We hereby agree to manufacture the items/goods as per the tender specification and supply the same to M/s _____ (name of the distributor/dealer/agent)
3. I/We state that the price quoted by M/s _____ (name of authorised distributor/dealer/agent) for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.

Yours faithfully,

**(Signature with Date, Name, & designation)
For and on behalf of M/s. _____**

Note:

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

2) Scanned copy of Original letter shall be uploaded.

17. Annexure-4 c
(Pro-Forma For Letter Of Authorized Distributor/Dealer/Agent Of Manufacturer)
(To be uploaded in PACKET B)

GEM/2026/B/7825407 dated 24.07.2026
Tender Id No

Date:-.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

1. We, M/s _____ are authorized distributor/dealer/agent of M/s _____ (name of manufacturer)
2. We have submitted authorization letter given by them as per **Annexure 4-b**

Yours faithfully,

Signature with Date, Name, & designation)
For and on behalf of M/s. _____

Note:

- 1) This letter should be on the letter head of the bidder (authorized distributor/dealer/agent of textile manufacturer) and should be signed by a person competent and having the power of attorney to legally bind the manufacture.
- 2) Scanned copy of Original letter shall be uploaded.

18. Annexure 5a
Experience Certificate
(To be uploaded in PACKET B)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

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

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

Signature and designation of the
authorized officer issuing performance certificate

NOTE:

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

19. Annexure 5 (b)
Pro-Forma For Statement Of Experience Certificates
(For the period of last five years)
(To Be Uploaded in PACKET B)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

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

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

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

Signature & seal of the Tenderer

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

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

20. Annexure – 6
(Authorization Letter For Attending Tender Opening)
(To be uploaded in PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

No. _____

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

21. Annexure-7
(Authorization Letter of Authorized Representative For Downloading And Uploading Tender)
(To be uploaded in PACKET A

GEM/2026/B/7825407 dated 24.07.2026

Date:-.....

No. _____

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized representative for downloading and uploading above tender on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

22. Annexure – 8
(Pro-Forma of Article of Agreement for Purchase of material/Equipments)
(To be Uploaded in Packet A)

GEM/2026/B/7825407 dated 24.07.2026

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

Contract for the Supply / work of: _____

During the period from _____ **to** _____

This agreement made this day of

Two thousand

Between

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

in Mumbai under the style and name of Messrs

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

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

THIS AGREEMENT WITNESSETH as follows:-

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

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

1. Letter of Acceptance
2. The Contractor's Bid
3. Addendum to Bid, if any
4. Tender Document
5. The Bill of Quantities / Price Packet

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

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

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

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

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

1) _____

2) _____

D.M.C.(C.P.D.)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

Two Thousand _____ in the presence of

1) _____

2) _____

SEAL

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

Witness _____

Municipal Secretary _____

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

Head clerk (I/II/III/IV)

A.E (I/II/III/IV)

E.E.(C.P.D.)

Dy. Ch.E.(C.P.D.)

23. Annexure – 9
(To be uploaded In PACKET A)
Internal Grievance Redressal Mechanism

GEM/2026/B/7825407 dated 24.07.2026

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full Signature of the tenderer

with Official Seal and Address

24. Annexure – 10
(Declaration by the Tenderer Regarding the items quoted)
(To be uploaded In PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

The annexure shall be on the letter head of the tenderer.

Sr. No.	Item Description	Whether Quoted this item	HSN Code	GST % (IGST/ SGST /CGST %)
1				

This annexure - 10 shall be submitted in Packet “A”.

Tenderer’s Full Signature
With Full Name & Rubber Stamp

25. Annexure – 11
(Form Of Integrity Pact)
(To be uploaded In PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the ----- month of 20---- between Brihanmumbai Municipal Corporation acting through Shri ----- (Name and Designation of the officer) (hereinafter referred to as the "BMC." 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 / Authorized 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 BMC invites 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 BMC 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 BMC 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 BMC will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BMC 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 agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF THE BMC.

- 1.1.** BMC. 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 / equipments / 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 BMC. undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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. BMC. will during tender process treat all bidders with equity and reason. The BMC. 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 proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC 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 BMC 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 states 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC 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 BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 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 for personal gain or pass on to others, any information or document provided by BMC 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 bidder 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 BMC.

- 2.8. The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9. The Bidder will promptly inform the Independent External Monitor (of BMC.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC.

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.

- 2.10. 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 BMC. or his relatives.
- 2.11. 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 ANDEXCLUSION 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 BMC. 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. 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 BMC. and BMC. 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 BMC. 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 BMC. 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 BMC. resulting from such cancellation / rescission and the BMC. 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 BMC. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9. The decision of BMC. 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 BMC 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 BMC. 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 supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -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 BMC 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 BMC 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 BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

H. EXTERNAL INDEPENDENT MONITOR / MONITORS

The BMC. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

- 6.1. The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.2. Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.3. The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.4. The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.

- 6.5. The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.6. As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.7. The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.8. The word "IEM" would include both singular and plural.
- 6.9. Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1. 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 the BMC. 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 BMC.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC 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 health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1. This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC. 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 extent law in force relating to any civil or criminal proceedings.
- 9.2. If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3. 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.
- 9.4. The Parties hereby sign this Integrity Pact at -----on-----

BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

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

27. Annexure – 12
(Details of Litigation History)
(To be uploaded In PACKET B)

GEM/2026/B/7825407 dated 24.07.2026

1. I M/s participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

I M/s participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

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

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

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

(The above undertaking shall be submitted by the bidder on Rs.500/-stamp paper)

28. Annrxure – 13

Details Of Criminal Cases Pending History **(To be Submitted by Bidder and his Manufacturer)**

GEM/2026/B/7825407 dated 24.07.2026

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

Or

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

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

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

Full Signature of the Tenderer/Manufacturer
With Official Seal and Address

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.500/- stamp paper in packet A)

29. Annexure –14
(Undertaking Cum Indemnity Bond)
(To be uploaded In PACKET A)

GEM/2026/B/7825407 dated 24.07.2026

UNDERTAKING CUM INDEMNITY BOND

We,

(1) Mr. _____ Aged _____ Yrs

(2) Mr. _____ Aged _____ Yrs

(3) Mr. _____ Aged _____ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm
_____ having it's office _____

here by gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHERE AS we are register vendor's with Brihanmumbai Municipal Corporation and / or (Name of other authority) having register No ----- Valid up to----- AND WHERE AS Brihanmumbai municipal corporation has published the tender / noticed for the work/supply of -----
----- in BMC.

AND WHERE AS we want to participate in the tender / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

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

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

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

Place :

Dated :

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

Identified by me,

BEFORE ME

(The above undertaking shall be submitted by the bidder on Rs.500/- stamp paper in packet A)

**30. Annexure –A
(Irrevocable Undertaking)
(On Rs. 500/- Stamp Paper)
(To be uploaded In PACKET A)**

Dy. Ch E / CPD/TDR/13/AE-04 of 2026-27

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

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

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

Solemnly affirmed at

DEPONENT

This day of

Interpreted Explained and identified by me.

BEFORE ME

Price Bid
(To be uploaded in Financial Packet)

Tender Inviting Authority: Brihanmumbai Municipal Corporation

GEM/2026/B/7825407 dated 24.07.2026

Name of Work: Supply, Installation, Testing & Commissioning (SITC) of 98-inch Interactive Flat Panel Display, Video Conferencing System and Audio System for Disaster Management Department, BMC.

Name of the Bidder/Bidding Firm/Company –

PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sr. No.	Description	Qty	Rate (Rs.)	Amount (Rs.) Excl. of GST
1	98" Interactive Panel	1		
2	Trolley Stand	1		
3	2 Way Speaker	2		
4	Speaker Mount	2		
5	Mixer Amplifier 120W	1		
6	Wireless Handheld Microphone	2		
7	Video Conference Endpoint	1		
8	Cables & Connectors	1		
9	Installation, Testing & Commissioning	1		
Total Amount (Rs.) Excl. of GST				