

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011



“e-Tender for Supply, Installation and Commission of Sanitary Napkin Incinerators along with supply of Sanitary Napkins in BMC Schools for 3 years DLP”

Website:- www.mahatenders.gov.in

e-Tender ID- 2024_MCGM_999965_1

Office of Dy.Ch.E.(M&E) C.P.D.,

566, N.M.Joshi Marg,

Byculla (West), Mumbai – 400 011

TEL. NO.022-23083161 EXT. 217/218/232

Sd/-
SE(CPD)

Sd/-
AE-03(CPD)

Sd/-
DY.CH.ENG.(M&E)CPD

THIS TENDER DOCUMENT CONSISTS OF:

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1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department
566, N.M. Joshi Marg, Byculla (West) Mumbai - 400 011.

Tender No. :- Dy.Ch.E./CPD/33/R1/TDR/AE-3 dtd.09.02.2024

e-Tender ID- 2024_MCGM_999965_1

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites e-tender as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical) & Packet-C (Commercial) from the manufacturer and/or authorized distributors/dealers/agents of manufacturer. The bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

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

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

All interested bidders whether already registered or not registered in BMC are mandated to get registered with BMC for bill payment if becomes successful bidder in tendering process & obtain login credentials. The details of the same are available on the above mentioned portal under 'Tenders' tab. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. BMC has also opened a Help-desk at the CPD's office to help the vendors in this regard.

Bidding Process will comprise of THREE stages.

Bidder should note that the Tender Scrutiny fee will be payable immediately after opening of Packet A in any of the Ward Citizens Facilitation Centers (CFCs) or will recover from EMD of concerned bidder as per Circular No. CA/FRG/03 dt. 11.05.2023.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

- i) The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- ii) For downloading the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>.

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

Sr. No	Description	Scrutiny Fee (₹) (Offline)	EMD (Rs.)	Start Date and Time of online Rfx/Bid Downloading	End Date and Time of online Rfx/Bid Submission
1.	“Supply, Installation and Commission of Sanitary Napkin Incinerators along with supply of Sanitary Napkins in BMC Schools for 3 years Defect Liability Period.” Tender Reference No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24 e-Tender ID- 2024_MCGM_999965_1	15,000.00 + GST (18%) Rs.17,700/-	Rs.19,02,000 /-	09.02.2024 at 12:00 hrs	07.03.2024 at 16:00 hrs
Note: Last date for payment of Earnest Money Deposit (EMD) online is on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full EMD amount online.					

The pre-bid meeting will be held on **16.02.2024 at 16:00 hrs** at Conference hall, 1st Floor, Central Purchase Department, 566,N.M.Joshi Marg Byculla Mumbai-400011

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

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

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

**By Order of the
Municipal commissioner
Brihanmumbai Municipal Corporation**

Sd/-
Dy. Chief Engineer (M&E) CPD

Address for Communication and Venue for opening of bid :
Office of Dy.Ch. E.(C.P.D.)
566, N.M.Joshi Marg, Byculla (W),
Mumbai – 400 011.
Tel. No. 022-23083161/62/63 Ext.217/218
e-mail:- ae03.cpd@mcgm.gov.in

2. HEADER DATA

Tender No.	Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-2024
e-Tender ID	2024_MCGM_999965_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply, Installation and Commission of Sanitary Napkin Incinerators along with supply of Sanitary Napkins in BMC Schools for 3 years Defect Liability Period.
Contract Period	3 Years
Estimated Cost	Rs.9,50,97,560.72
Scrutiny fee of E-Tender	Rs.15,000/- + GST(18%)=Rs.17,700/- (Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD))
Earnest Money Deposit	Rs.19,02,000/-
Document Download Start Date & Time	09.02.2024 from 12.00 hrs.
Document Download End Date & Time	07.03.2024 up to 16.00 hrs.
Seek Clarification Start Date & Time	09.02.2024 from 12.00 hrs.
Seek Clarification End Date & Time	07.03.2024 up to 16.00 hrs.
Pre Bid Meeting	16.02.2024 at 16:00 hrs. Venue- Conference hall, 1 st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai-400011
Bid Submission Start Date & Time	21.02.2024 from 12.00 hrs.
Bid Submission End Date & Time	07.03.2024 up to 16.00 hrs.
Bid Opening Date & Time	11.03.2024 up to 17.00 hrs.
End date & time for receipt of EMD	07.03.2024 up to 16.00 hrs.
Opening of Packet A	As mentioned in Header data of Bid in Mahatender
Opening of Packet B	
Opening of Packet C	
Address for Communication	Office of Dy.Ch. E.(M & E) C.P.D., 566, N.M.Joshi Marg, Byculla (W), Mumbai – 400 011 Tel. No. 022-23083161 Ext 217/218/232
Venue for opening of bid	Same as above

This tender document is not transferable

BRIHANMUMBAI MUNICIPAL CORPORATION
Central Purchase Department
566, N.M.Joshi Marg, Byculla (West), Mumbai – 400 011

3: PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender from manufacturers and/or their authorized distributors/dealers/agents for **Supply of Sanitary Napkins and Supply, Installation and Commission of Sanitary Napkin Incinerators in BMC Schools for 3 years Defect Liability Period** 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.

Portal Copy

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 Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA /GNFC/ IDRBT/ Mtnl Trustline/ SafeScript /TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://mahatenders.gov.in '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	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.
8.	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.
9.	If there are any clarifications, this may be obtained online through the e-Procurement 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.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD). Bidders shall submit Receipt of Scrutiny Fee to this office to process further. Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues

	so the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	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.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus 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.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.
26.	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.

27.	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.
28.	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 Packets provided for this purpose and commercial bid need to be filled online.
29.	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.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of MahatenderPortal .
33.	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 Mahatender Portal.
<p><u>SPECIAL NOTE:</u> TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New' on - tendering portal of Government of Maharashtra i.e. 'https://mahatenders.gov.in' Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in)</p>	

5. FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC & Mahatenders Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Pre-bid meeting, as mentioned in tender notice.
4.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
5.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
6.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD). Bidders shall submit Receipt of Scrutiny Fee to this office to process further. Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.
7.	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 Packets provided for this purpose and commercial bid need to be filled online.
8.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder as per the section No.-4 of this tender document.
9.	Administrative offer, i.e. Packet 'A' will be opened online on the due date and due time as stated in the Header Data in Mahatender.
10.	Technical offer, i.e. Packet 'B' will be opened online only of those bidders who are found to be responsive in the evaluation of administrative offer i.e. Packet A.
11.	Commercial bids i.e. Packet 'C' of only those bidders will be opened online who are found to be responsive in the evaluation of administrative i.e. Packet A & technical offers i.e. Packet B as decided in tender committee meeting.
12.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal & Stationery Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Supply of materials described in the specifications and as per terms & conditions.

6: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

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

1	Who can quote :
A)	<p>Only Sanitary Napkin/ Sanitary Napkin Incinerator Manufacturers and/or their authorized distributors/dealers/agents are eligible to submit the tender.</p> <p>i) If the bidder is Sanitary Napkin Incinerator Manufacturer, he should submit Annexure-3a and Annexure-4a and the appropriate, valid and current authority letter from Sanitary Napkin Manufacturer as per the pro-forma given in Annexure-3b, 4c.</p> <p>ii) If the bidder is Sanitary Napkin Manufacturer, he should submit Annexure-3a and Annexure-4a and the appropriate, valid and current authority letter from Sanitary Napkin Vending Machine Manufacturer as per the pro-forma given in Annexure-3b, 4b.</p> <p>iii) If the bidder is authorized distributor/dealer of Sanitary Napkin Manufacturers /Sanitary Napkin Incinerator Manufacturer, he should submit Annexure-3a, 4d and the appropriate, valid and current authority letters from both the Sanitary Napkin Incinerator Manufacturer and Sanitary Napkin Manufacturer as per the pro-forma given in Annexure-3b, 4b and 4c.</p> <p>The manufacturer or authorized distributors/dealers/agents of manufacturer may quote their offer.</p>
B)	<p>Turnover Bidder must have minimum average annual turnover of Rs.1.66 Cr during last three financial years i.e. 2020-21 to 2022-23. Bidder shall submit the Audited Balance Sheets for the same. Bidder shall also submit Turnover Certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (Packet-‘A’ Administrative).</p>
C)	<p>Experience :- The bidder shall have following experience of having successfully completed similar type of works during last five years prior to due date of the tender.</p> <p>i) Three similar completed works each costing not less than Rs. 47.54 Lakhs OR ii) Two similar completed works each costing not less than Rs. 59.43 Lakhs OR iii) One similar completed work each costing not less than Rs. 95 Lakhs</p> <p>Experience Certificate in respect of supply should be from State Government / Central Government or their undertaking / Semi Government, Local Bodies / Large Corporate.</p> <p>Bidder/Service Provider shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause.</p> <p>Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5 and 5 a).</p>
D)	<p>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’.</p>
2	<p>Where and how to submit the tender The tender documents with details as specified in the tender notice must be submitted online in tender section of BMC. as per the instructions available on BMC Portal for online submission of e- tender.</p>

3	<u>The Three Packet system</u> The tenderer should upload tender in three Packets system as below, so as to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself.
A)	<u>Packet – ‘A’:</u> The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission
	Administrative documents - Packet ‘A’
1)	Particulars about the Tenderer (Annexure –1).
2)	Tender form (Annexure -2)
3)	Undertaking to be signed by the Tenderer (Annexure-3a)
4)	Undertaking to be signed by the Manufacturers (Annexure- 3b) of the Bidders .
5)	Authorization letter for attending tender opening (Annexure-6)
6)	Articles of Agreement (Annexure 7)
7)	Internal Grievance Redressal Mechanism (Annexure –08)
8)	Form of Integrity Pact duly signed and stamped on Rs.100/- stamp paper duly notarized (Annexure 9)
9)	Declaration by the tenderer regarding HSN Code on letter head of tenderer (Annexure-10)
10)	Authorization letter of authorized representative for downloading and uploading tender on the letterhead of bidder with stamp & signature.(Annexure-11)
11)	Details of Criminal cases pending History (Annexure 13)
12)	Tender document.(except Annexures and only Mahatender copy should be uploaded.)
13)	<u>Firm/Company/Sanstha Registration Certificates.</u> i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking ii) Company Registration Certificate, articles of association as the case may be. iii)Latest Partnership Deed in case of Partnership firm
14)	<u>Solvency certificate</u> The tenderer should upload solvency certificate for minimum Rs.30 Lakhs 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.
15)	<u>GST Registration Certificate (as applicable).</u>
16)	<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. 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.
17)	Audited balance sheets of last three financial years (2020-21 to 2022-23). Certificate issued by Auditor of firm/ Chartered Accountant for turnover of Bidder.
18)	Undertaking as per Annexure –A on Rs.500/- stamp paper duly notarized
19)	Manufacturer's ISO 9001-2015 or latest, ISO 22000:2005 or latest Registration certificates are mandatory.
B)	<p><u>Packet 'B' (Technical Bid):</u> The tenderer shall not disclose / quote the rate of the items in Packet – ‘B’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.</p>
	<p><u>Technical Documents Packet B</u> 1) <u>Annexure- 4a, 4b, 4c and 4d (whichever is applicable).</u> 2) <u>Past performance/ Experience certificate (Annexure – 5)</u> Past Performance or Experience Certificate should be in the name of manufacturers or in the name of bidder i.e. authorized distributors/dealers/agents of manufacturers. 3) <u>Pre tested sample report:-</u> a) Tenderer must test and upload the original copy of pre-tested sample report of <u>Sanitary Napkins</u> as per “Annexure for testing parameters” mentioned in tender document from any central Govt. Laboratory/ State Govt. laboratory / Govt. approved laboratory having NABL accreditation for testing of particular item. b) The date of pre-testing shall be between the start date of the tender and End date of the tender. c) The tenders received without pre-test report will not be considered. d) If the sample report from the central Govt. Laboratory/ State Govt. laboratory / Govt. approved /laboratory having NABL accreditation. Govt./ Govt. approved lab having NABL accreditation is not found “satisfactory”, i.e. Not found as per BMC specification and requirements, the tender shall be considered as Non responsive. 4) Tenderer shall upload Information brochure and technical specifications of Sanitary Napkin Incinerator, they intend to supply. 5) Details of Litigation history (Annexure-12)</p>
	<p><u>Note-1:</u> If the tenderer has not uploaded all the documents in Packet ‘A’ & 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply and upload self attested, signed, scanned copies of the short documents asked under Short fall Documents on Mahatender Portal.</p> <p><u>NOTE 2 : All the documents in Packet ‘A’ and Packet ‘B’ should be uploaded in P.D.F. Format only.</u></p> <p>The documents which are uploaded in Packet A and Packet B 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 Packet A and Packet B the same will be accepted by imposing penalty of Rs.2000 per document. If the information of short documents (Packet A and 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 uploaded /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</p>

	<p>be treated as non-responsive.</p> <p>Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of only those bidders will be opened online, who are found to be responsive in the evaluation of administrative i.e. Packet A, technical offers, i.e. Packet B and found satisfactory in test reports of tender samples as per municipal specifications. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.</p>
	<p>NOTE 3: 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.</p> <p>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. The bidder shall be intimated to comply with the requirements of Packet A and Packet B shortcomings within 7 days by E-mail ID provided by the bidder in Annexure-1. Bidder in return reply by email has to upload self attested, signed, scanned copies of the documents asked for. Tenderer shall also submit the required copies physically along with receipt of payment made as penalty.</p> <p>Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.</p> <p>If the information of shortfall documents sent by concerned BMC officer by email on the bidders E-mail ID is not complied or in return reply email of shortfall is not received by BMC, for such lapses within given period. BMC shall not be responsible and it will be treated as non compliance of shortfall from the bidders end and their offer will be treated as non responsive.</p>
C)	<p><u>Packet -‘C’</u> The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. Packet ‘C’ will be automatically generated as per item data. Tenderer(s) should fill item wise rate for the items mentioned in the Item data tab.</p> <p>Allotment of items shall be decided on i) Lowest of Item no.1 i.e. Supply of Sanitary Napkins & ii) Combined lowest of Item no.2 i.e. SITC of Incinerators & Item no.3 i.e. R3-ME-3-27-i.</p> <p>** <u>All the documents uploaded in Packet ‘A’, Packet ‘B’ & ‘C’ should be digitally signed.**</u></p> <p><u>NOTE 4:</u></p> <ol style="list-style-type: none"> 1. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be

	<p>executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.</p>
D)	<p><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.</p> <p>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.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, Jt. MC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
4	<p><u>Documents to be uploaded:</u> Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded.</p>
5	<p><u>Procedure for the opening of the tender Packet :</u> Packet 'A' (Administrative bid) shall be opened online on the due date and due time as stated in the header data in Mahatender, when the tenderer or his authorized representative will be allowed to remain present. Packet "B" will be opened only if the administrative offer in Packet 'A' is acceptable. Packet "C" will be opened only if Administrative offer in Packet 'A' and technical offer in Packet " B" is found acceptable In case Administrative offer and technical offer in Packet 'A' and Packet "B" is found non acceptable or found incomplete the Packet 'C' will not be opened and offer will be kept out of consideration. The date and timing of opening of packet "B" and "C" will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained</p>
6	<p><u>Authentication for documents</u> The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. 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 the damages/losses occurred if any from the contractors' dues.</p>
7	<p><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.</p>

8	<p><u>Sign and seal</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the 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 bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <p>i) 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.</p> <p>ii) 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.</p> <p>iii) If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.</p>
9	<p><u>Payment of Earnest Money Deposit (E.M.D.)</u> The tenderer shall have to pay EMD online only. <u>Note :-The vendors having standing deposit shall also have to pay the full EMD amount online.</u></p>
10	<p><u>Refund of E.M.D.</u> A) E.M.D. of L2 and other higher bidders (L-3, L-4 etc.) shall be refunded immediately after opening of financial bid. B) In case successful bidder becomes non responsive or withdraw bid or is unwilling to extend the bid validity period, in such circumstances ,if L-2 is agreeable to extend bid validity period and ready to deposit requisite amount of bid EMD to the department within stipulated time i.e. 15 days, department will process further as per normal procedure. C) However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p style="text-align: center;">OR</p> <p>The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by Chief Accountant (CPD).’s office.</p>
11	<p><u>Pre-bid Meeting:</u> If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice.Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.</p> <p>The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the 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. 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</p>

	<p>meeting. Non-attendance at pre-bid meeting shall not be a cause for disqualification of a 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/project. BMC reserves the right to reject the same.</p>
12	<p><u>Name of Partners</u> All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>
13	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p>
(A)	<p>If it is found that firms as described in clause 20 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/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p>
(B)	<p>If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.</p>
(C)	<p>If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
14	<p><u>Contract Deposit:-</u> 1) Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Banks, list of which is displayed at Reserve Bank of India's following 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. 2) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. The B.G shall be retained 6 months after completion of contract period of 3 years.</p>
15	<p><u>Execution of written contract</u> In the event of the tender being accepted, the 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. Such power of attorney need be registered in the office of the Chief Accountant and Dy.Ch.E. (C.P.D.) should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the</p>

	<p>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. Ch.E. (C.P.D.) should be informed accordingly.</p> <p>Bidder shall Pay Contract deposit, legal stationary charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.</p> <p>Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 30 days from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</p> <p>Further A fine of Rs.5000 per day will be imposed for Maximum 15 days for submission of contract document.</p> <p>If the Contract documents are not submitted within above stipulated time (i.e.45 days with inclusive of penalty of 15 days), EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16	<p><u>Refund of contract deposit</u> Contract deposit will be refunded after six months after completion of contract period of three years DLP & 2 years AMC subject to satisfactory performance/ maintenance of equipment .</p>
17	<p><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 given 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.</p>
18	<p><u>Variation in rate</u> Tenderers are requested to 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.</p>
19	<p><u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever.</p>
20	<p><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" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
21	<p><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.</p>
22	<p><u>Validity</u> The validity of the offer should be for at least 120 days from the date of the opening of the tender.</p>
23	<p><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></p>
24	<p><u>Scrutiny Fee:</u> i) Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from</p>

	<p>Expenditure Section under Administrative Officer (CPD).</p> <p>ii) Bidders shall submit Receipt of Scrutiny Fee to this office to process further.</p> <p>iii) Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.</p>
25	<p><u>Inspection Visit (If required):-</u></p> <p>The lowest Bidder shall have to arrange the Industrial Visit at the manufacturing site of minimum two 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.</p>
26	<p><u>Submission of Tender samples:</u></p> <p>After opening of Commercial bid, Lowest tenderer must submit duly labelled & sealed <u>2 no.s of Sanitary napkins</u> as per tender specifications and <u>Information brochure and technical specifications of Sanitary Napkin Incinerator</u>, which they have uploaded in Packet B, within 7 working days from the date of intimation, in the office of Dy. Chief Engineer (CPD), 566, N.M.Joshi Marg, Byculla(W), Mumbai-400 011,/or in the place intimated by this office, 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.</p> <p>The samples should be submitted duly sealed and labeled with details of the sample on one side and keeping blank on another side.</p>
27	<p><u>Issue of Acceptance Letter</u></p> <p>Acceptance Letter shall be issued to lowest successful bidder after obtaining the sanction of competent authority along with the letter of formalities to be completed by successful bidder within 30 days from the date of issue of LOA.</p>
28	<p><u>Defect Liability Period:</u></p> <p>Defect Liability Period is three years from date of commissioning of machines.</p>
29	<p><u>Purchase Order:-</u></p> <p>Purchase Orders will be placed by A.O.(Schools) for the respective wards enclosing along with school-wise details of requirements of Sanitary napkins which would form an integral part of the order placed. The user department will place the orders as and when required.</p>
30	<p><u>Delivery:</u></p> <p>The Tenderer should install and commission machines and give free delivery of "Sanitary napkins" to the respective each school or the case may be within Jurisdictions of BMC within <u>45 days</u> from the date of placing the orders along with school-wise details of requirement of machines and napkins which would form an integral part of the order placed.</p> <p>During the delivery, the bidder shall clearly mention the batch nos. on the delivery challans, which will facilitate the user department/ CPD during sampling of the material. Material without batch no. on delivery challan will not be accepted.</p>
31	<p><u>Packing</u></p> <p>The machines shall be packed in suitable packing boxes with proper cushioning material to avoid transit damages and in a manner so as to avoid transit damages, if any, from being blamed on faulty/defective packing. The burden of proof in such an event shall lie on the Vendor.</p>
32	<p><u>Shelf life:</u> The manufacturing date of the Sanitary napkins should be within 18 months prior to date of delivery to the user department, i.e. the remaining useful shelf life of articles should not be less than 18 months.</p>
33	<p><u>Installation of Sanitary Napkin Incinerators</u></p> <p>a) The tenderer shall install & commission new machines to the respective school as per the requirement of Education Dept. within 45 days from the date of placing the orders in all the schools for which orders are placed. The machines installed shall be new one</p>

	<p>and old machines if found installed will not be accepted.</p> <p>b) School-wise details of requirements of machines will be given to successful bidder along with purchase order. The installation period of the machine is the part of delivery period i.e. the installation of machines and the supply of Sanitary napkins shall be made within 45 days from the date of placing of purchase orders.</p> <p>c) The electrical supply shall be given free of cost to operate the Incinerator. However the point wiring shall be carried out by the successful bidder.</p> <p>d) Bidder shall not misuse the power supply given for the operation of the machines to any other purpose. If it is observed then action shall be taken against bidder as per terms and conditions of the tender.</p> <p>e) The successful bidder shall submit the installation report of Incinerators to Education department.</p>
34	<p><u>Supply Testing</u></p> <p>1) One sample from supply lot from Hospitals /bidders storage facility will be drawn on random basis, jointly by the representative of CPD, representative of user Dept. and the representative of supplier for testing through Govt. Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item)/Municipal laboratory.</p> <p>2) Probability of sample testing <u>shall be</u></p> <p>(i) Three times during the one year contract period and</p> <p>(ii) Six times during the two year contract period</p> <p>3) If the test report of the supply sample is not found as per tender specifications, the supply shall be rejected and</p> <p>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</p> <p>ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and</p> <p>iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.</p> <p>4) The supplier shall quote lot number for his supply.</p> <p>5) Test report of Govt. Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item) / Municipal Laboratory of supply sample sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard.</p> <p>6) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed.</p> <p>7) 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.</p> <p>8) The test results will be circulated to all departments who have received material from the supplied lot.</p> <p>9) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier.</p> <p>10) 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.</p> <p>11) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.</p>
35	<p><u>Contract:</u></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such</p>

	<p>documents be construed accordingly.</p> <p>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.</p> <p>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.</p> <p>Tenderer must distinctly understand:</p> <p>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.</p> <p>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.</p>
36	<p><u>Contract Postponement:</u></p> <p>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.</p>
37	<p><u>Acceptance of Tender:-</u></p> <p>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. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidders and to relax/stringent any of the conditions of the tender without assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.</p>
38	<p><u>Acknowledging communications</u></p> <p>Every communication from the Dy.Ch.E.(C.P.D.), Municipal Corporation of Greater Mumbai 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.</p>
39	<p><u>Jurisdiction of courts</u></p> <p>In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat 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.</p>
40	<p><u>Taxes and Duties</u></p> <ol style="list-style-type: none"> 1. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any

	reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.
41	<p><u>Replacement of Rejected Materials</u></p> <p>Tenderer/contractor shall have to replace rejected materials and machines 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.</p>
42	<p><u>Information regarding Payment</u></p> <p>Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.</p> <p>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.</p> <p>Final payment of the contractor shall be released as per the guidelines issued by the Vigilance department from time to time.</p> <p>The payment of AMC/CMC of the equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities.</p>
43	<p><u>Rejection</u></p> <p>If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he 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.</p>
44	<p><u>Penalty</u></p> <p>If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D)/ Intending Officer shall exercise his discretionary power either :-</p> <p>To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the materials which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the materials 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.</p> <p style="text-align: center;">OR</p> <p>To purchase 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.</p> <p style="text-align: center;">OR</p>

	<p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p>Penalty for not attending the complaint – It is expected that the sanitary napkin Incinerator should functioned without breakdown or with minimum breakdown time.</p> <p>The successful bidder shall have to attend the breakdown complaint within 5 working days of lodgment of complaint.</p> <p>If successful bidder fails to attend the breakdown complaint within 5 working days, penalty of Rs.100/- per day will be recovered from contractors pending bills/contract deposit/security deposit. If the complaint is not attended for the period, more than 15 days, action as stated above shall be taken against contractor.</p>															
45	<p><u>Consequence of inferior supply</u> Tenderer/contractor shall have to replace the rejected items which are not as per required sizes or found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned schools, 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.</p>															
46	<p><u>Blacklisting</u> The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR</p> <p>iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.</p>															
47	<p><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. The present circular is u/no. 26206 dtd.31.08.2023.</p> <p>This charges can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Contract Cost (Rs.)</th> <th>Legal Charges and Stationery Charges (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Rs.50,000/-</td> <td>NIL</td> </tr> <tr> <td>2.</td> <td>Rs.50,001 to Rs.1,00,00,000/-</td> <td>At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)</td> </tr> <tr> <td>3.</td> <td>Rs.1,00,00,001/- to Rs.10,00,00,000/-</td> <td>Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs. 1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST</td> </tr> <tr> <td>4.</td> <td>Rs.10,00,00,001/- to above</td> <td>Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST</td> </tr> </tbody> </table>	Sr. No.	Contract Cost (Rs.)	Legal Charges and Stationery Charges (Rs.)	1.	Rs.50,000/-	NIL	2.	Rs.50,001 to Rs.1,00,00,000/-	At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)	3.	Rs.1,00,00,001/- to Rs.10,00,00,000/-	Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs. 1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST	4.	Rs.10,00,00,001/- to above	Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST
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48	<p><u>Stamp duty:-</u> The contract agreement & Bank Guarantee agreement shall be adjudicated for the</p>															

	<p>payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement & Bank Guarantee agreement as per the Government Directives.</p> <p>The Stamp Duty payable on the Contract Value shall be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows:</p> <p>Bank Guarantee agreement - 0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.</p> <p>Contract agreement – Stamp duty on contract agreement cost, Rs.500/- upto Rs.10 Lakhs & thereafter Rs.100 for every Rs.1,00,000/- or part thereof, subject to the maximum Rs.25 lakh.</p>
49	<p><u>Amendment to tender documents</u></p> <p>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 publish it in the news papers and/or on the portal of BMC. 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 Packet ‘A’.</p>
50	<p><u>Secrecy</u></p> <p>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.</p>
51	<p><u>Compliance with security Requirement</u></p> <p>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.</p>
52	<p><u>Quantity</u></p> <p>The quantities mentioned in item data are based on the average annual requirement. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.</p>
53	<p>BMC has formed ‘Internal Grievance Redressal Committee’ under the chairmanship of Concern DMC/Director. If the bidder is not satisfied then he can made a 2nd appeal to Concern AMC for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach ‘Internal Grievance Redressal Committee’ for Redressal of their grievances by paying fees of Rs.25,000/- within 7 days from date of receipt of intimation mail. The details of ‘Internal Grievance Redressal Committee’ are given in Annexure-8.</p> <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Internal Grievance Redressal Committee.</p>
54	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>
55	<p>Annexure-9 :-The bidder must upload in Packet ‘A’, the agreement of integrity pact as per attached Annexure-9 duly signed and stamped on Rs.100/- 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</p>

	<p>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.</p> <p>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."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3a.</p>
56	<p>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.</p>
57	<p><u>Tenderer must distinctly understand:</u></p> <p>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.</p>
58	<p><u>Risk & Cost Purchase</u></p> <p>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.</p>
59	<p><u>Confidential Information</u></p> <p>The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items 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</p>

	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.
60	Training: The successful tenderer will impart the necessary training in handling and operation of Sanitary Napkin Incinerators to respective user department free of cost.
61	The user department shall ensure that the material /machine supplied are of same type & capacity as mentioned in the rate circular.
62	Defect Liability period of the machines is of 3 years.
63	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.

Portal copy

7. 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.

8. Annexures

Annexure -1

Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24

e-Tender ID- 2024_MCGM_999965_1

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

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. All fields are necessary)

1. Name & Address of the tenderer.
 - a. Registered Head Office with Postal Address and Telephone Numbers
 - b. Mumbai Office address with Telephone Numbers.
2. Names and addresses of all the partners.
3. e-mail address of the firm.
4. 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 and e-mail address
5. Total annual turnover in the last Financial Year of tenderer.
6. 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).
7. Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.)
8. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
9. Location of other works owned by the firm/Service Provider (if any)
10. **Model , Make & Year of manufacturing of Sanitary Napkin Incinerator & its capacity**

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

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

Annexure -2
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Tender Form
(To be uploaded in PACKET A)

To,
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

1. I / We.....(full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to

- 1) Invitation to Tenderers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) Important General Conditions and Instructions to tenderers
- 5) Items Descriptions
- 6) Scope of supply and Technical Specifications
- 7) Contract Agreement form (Proforma for Article of Agreement)
- 8) Annexures
- 9) Details of the Item Data in Mahatender :- (Rate to be filled by tenderer in commercial offer)
- 10) Minutes of pre bid meeting,
- 11) Corrigendum if any

2. 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 referred to in the aforesaid documents, at the rate quoted for respective item in the item data in MAHATENDER.

3. 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.

4. I / We also agree to keep this e-tender open for acceptance for a period of **90 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed 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.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate 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:

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

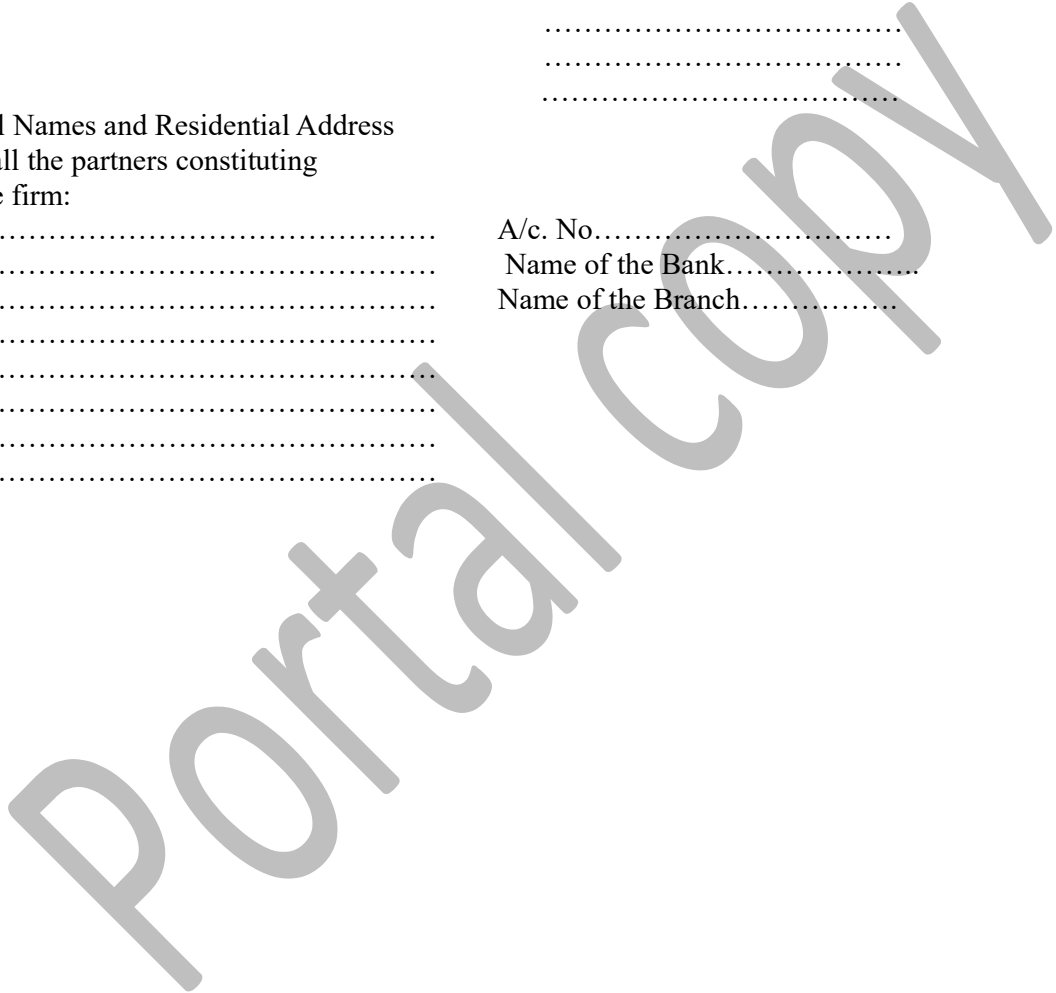
**Full Signature of the tenderer with
Official Seal and Address.**

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

1.
2.
3.
Full Names and Residential Address
of all the partners constituting
The firm:

1.
.....
.....
2.
.....
.....
3.
.....

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



Annexure – 3a
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Undertaking to be signed by the tenderer
(May be Manufacturer/Authorised distributors/dealers)
(To be uploaded in PACKET A)

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

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

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

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

objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.

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

OR

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

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

OR

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

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

OR

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

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

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

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

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or

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

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

19. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **Supply Sanitary Napkins & Sanitary Napkin Incinerators** as mentioned in the tender & in accordance with the specifications therein. I/We do hereby undertake that, we will keep our full quality control over **Supply Sanitary Napkins & Sanitary Napkin Incinerators** 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.

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

Yours faithfully,

Signature of Tenderer
Trading under the name and style of
Office Stamp

WITNESS:

- (1) Full Name
And Address
Signature
- (2) Full Name
And Address
Signature

Note :-

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

Annexure – 3b
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Undertaking to be signed by the manufacturers
AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,
“I/We..... (Manufacturer -----)
hereby state and declare that-I/We are

1. not declared insolvent any time in the past.
2. not debarred/ black listed by either BMC / central Govt. / state Govt./Public sector undertaking/any other Local body from start date of tender notice..
3. 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:

(1) 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, 200/-duly notarized by Notary Public / First Class Magistrate.

Annexure -4a
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Pro-Forma For Sanitary Napkin Manufacturer's /Sanitary Napkin Incinerator
Manufacturer's Letter
(If bidder is manufacturer)
(To be uploaded in PACKET B)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

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

1. We, M/s _____ are an established and reputed **Sanitary Napkin Manufacturer /Sanitary Napkin Incinerator 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.**
- 2) Scanned copy of Original letter shall be uploaded.**

Annexure- 4b
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Pro-Forma For Authorization Letter from Sanitary Napkin Incinerator Manufacturer
(To be uploaded in PACKET B)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

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

1. We, M/s _____ are an established and reputed **Sanitary Napkin Incinerator manufacturer** having factory/factories at _____

2. We, hereby certify that M/s. _____ (name & address of the **Sanitary Napkin Manufacturer/ authorized distributor/dealer/agent**) is our **Sanitary Napkin Manufacturer/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 **Sanitary Napkin Manufacturer/authorized distributor/dealer/agent**)

3. I/We state that the price quoted by M/s _____ (name of **Sanitary Napkin Manufacturer/ authorized 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.

Annexure- 4c
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Pro-Forma For Authorization Letter from Sanitary Napkin Manufacturer
(To Be Uploaded In Packet B)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

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

1. We, M/s _____ are an established and reputed **Sanitary Napkin manufacturer** having factory/factories at _____
2. We, hereby certify that M/s. _____ (name & address of the **authorized 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 **authorized distributor/dealer/agent**)
3. I/We state that the price quoted by M/s _____ (name of **authorized 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.

Annexure- 4d
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

**Pro-Forma For Letter Of Authorized Distributor/Dealer/Agent Of Sanitary Napkin
Manufacturer /Sanitary Napkin Incinerator Manufacturer**

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 Sanitary Napkin Manufacturer /Sanitary Napkin Incinerator manufacturer)

2. We have submitted authorization letter given by them as per **Annexure 4b & Annexure 4c**

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 manufacturer) and should be signed by a person competent and having the power of attorney to legally bind the bidder.**
- 2) Scanned copy of Original letter shall be uploaded.**

Annexure 5
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Experience Certificate
(To be uploaded in PACKET B)

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

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

**Signature and designation of the
authorized officer issuing performance certificate**

NOTE:

- 1) Experience Certificate should be in the name of manufacturers and/or in the name of bidder i.e. authorized distributors/dealers/agents of manufacturers.
- 2) Scanned copies shall be uploaded in the Packet "B".

Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.

PRO-FORMA FOR STATEMENT OF EXPERIANCE CERTIFICATES

Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24

e-Tender ID- 2024_MCGM_999965_1

(For the period of last five years)

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

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

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

Signature & seal of the Tenderer

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

Note: - Experience Certificate should be in a name of manufacturers and/or in the name of bidder i.e. authorized distributors/dealers/agents of manufacturers.

Annexure -6
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Authorisation Letter For Attending Tender Opening

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 16:00 hrs on my/our behalf.

Yours faithfully,
Signature and seal of the tenderer

Specimen Signature of representative
Note:- Photo ID of Representative is compulsory

Annexure – 7

Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Pro-forma of ‘Articles of Agreement’ for the purchase of materials/equipments.

Rfx/BidNo.: _____

Due on : _____

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

Dated _____

Contract for Supply / work of : _____

During the period from _____ **to** _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor’s Full Name) in habitant/s of Mumbai, carrying on business at

in Mumbai under the style and name of Messer’s _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ‘ the Contractor/s’) of the FIRST PART and _____ Shri/Smt. _____ the Dy. Municipal Commissioner (C.P.D.) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dy. Municipal Commissioner (C.P.D.) and any officers of Brihanmumbai Municipal Corporation authorized by the Dy. Municipal Commissioner (C.P.D.) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ‘ the Corporation’) of the THIRD PART.

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

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

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

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (C.P.D.) for the due and faithful performance of this contract.

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

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the Dy. Municipal Commissioner (C.P.D.) for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (C.P.D.) / purchasing Officer as being of good quality and in good working order.

2. Contract deposit:

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained 6 months after completion of contract period.

3. Supply to be made according to the Order

The contractor/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, or by any officer of the Corporation authorized in that behalf (such purchase order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after receipt of the respective purchase orders in such quantities as may from time to time be placed, such of the articles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule.

3(a). Failure to execute Orders

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dy.Ch.E. (CPD) / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the BMC.

3(b). Period

Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of order by the Contractors.

4. Place of Delivery

The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

5. **Quality**

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

6. **Quantity**

The grand total of quantity mentioned in item data may increase or decrease by 10%. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.

7. **Penalty for Inferior Supply**

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

- i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
- ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and
- iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

8. **Replacement of Rejected Materials**

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

9. **Rejection & appeal**

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).

10. **Fees**

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

11. **Risk & Cost Purchase**

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses there

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

12. **Articles can be brought from elsewhere**

The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

13. **Submission of Bill**

The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.

14. **Monetary dealings with the Municipal Employees**

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

15. **Breach of Contract**

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

16. **Dissolution of the Contract**

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

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

If any dispute or difference shall arise between Dy. Ch. Eng(CPD) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment or making thereof or other action taken, or

purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or Dy. Ch. Eng.(CPD) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made thereunder, or in any ways whatsoever relating to the interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

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

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

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

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

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

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other

Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

21. **Termination of the Contract**

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

22. **Return of the Contract Deposit**

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

23. **Banker's Guarantee**

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

24. **Partnership**

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

PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

25. **Charges**

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

26. **Singular – Plural**

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

27. **Meaning**

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

28. **Acknowledgement**

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

29. **Penalty**

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

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

OR

(b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

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

OR

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

30. **Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instructions to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement

31. Operation of the Contract Clauses

The D.M.C. (C.P.D.) or his / her successor/s for the time being holding the office of the D.M.C. (C.P.D.) 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 Dy.Ch.E (CPD), shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner.

Signature, name _____
and address of witness — _____

Signed, sealed and delivered by
The said Contractors,
Shri/Messrs.....
.....
In the presence of
.....
.....
.....

Contractors

And by the Dy. Commissioner
In the presence of.....
.....

Joint Municipal
Commissioner (C.P.D.)

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

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

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

Witness
.....



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

Head Clerk
I/II/III/IV

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

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

Annexure – 8
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_99965_1

Internal Grievance Redressal Mechanism

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.

1" 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, 2 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 Committee, 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.

Portal

Annexure – 9
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

FORM OF INTEGRITY PACT

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 / Authorised signatory (Name and Designation of the officer)
(hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the
context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE 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
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or

partially, as decided by the 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.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 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.

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

	BMC	BIDDER/SELLER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

	WITNESS-1(BMC)	Witness-1(BIDDER/SELLER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

Portal Copy

Annexure – 10
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_99965_1

Declaration by the tenderer regarding HSN Code.
The annexure shall be on the letter head of the tenderer.

Sr. No.	Item Description	HSN Code/SAC Code	GST (CGST/ SGST/ IGST %)
1.	Supply of Sanitary Napkins		
2.	Supply, Installation, Testing & Commissioning of Incinerators		
3.	R3-ME-3-27-i (15 / 5 A / 6 A Combined Power Plug Socket Point with Fuse and Indicating Lamp, One 15 Amp SP Switch)		

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

Annexure – 11

**Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1
Authorization Letter for Downloading and Uploading Tender**

To,

The Municipal Commissioner,

BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

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

2) Scanned copy of Original letter shall be uploaded.

Annexure – 12

**Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1**

Details of Litigation History

a) 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

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

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

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

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

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

Annexure – 13

**Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_99965_1**

Details of Criminal Cases Pending History

(To be Submitted by Bidder and his Manufacturer)

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

Or

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

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

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

**Full Signature of the Tenderer/Manufacturer
with Official Seal and Address**

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

Annexure- A
Tender No. Dy.Ch.E./CPD/33/R1/TDR/AE-3 of 2023-24
e-Tender ID- 2024_MCGM_999965_1

Pro-Forma for Irrevocable Undertaking
(on ₹ 500/- Stamp paper)

I Shri/ Smt. aged year 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 GST 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 later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to an appeal to the screening Committee of the GST Counsel.
- 3) I say that above said Irrevocable undertaking is binding upon me/ my / partners/ Company/ Other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty /punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at
DEPONENT

This day of
BEFORE ME

Interpreted Explained and Identified by me.

Section 9. Technical specifications & Scope of work

Name of the work : “Supply, Installation and Commission of Sanitary Napkin Incinerators alongwith supply of Sanitary Napkins in BMC Schools for 3 years DLP”

Scope of Work :

The successful bidder shall have to install minimum 469 nos. of wall mounted sanitary napkin Incinerators alongwith supply of sanitary napkins in BMC schools for 3 years DLP. The electrical supply shall be given free of cost to operate the Incinerators. However the point wiring shall be carried out by the successful bidder.

Bidder shall have to supply 1,88,48,000 sanitary napkins for the period of two years in BMC schools with following specifications:

A. Sanitary Napkin Incinerators

1. ISO certified Electric Sanitary Napkin Incinerators are to be installed at 469 nos. at various BMC Schools.
2. The Machines shall have wall mounting arrangement for installation.
3. Dimensions of machine shall be 230 x 265 x 305 mm.
4. Heater power of machine shall be 1200W.
5. The machine shall have capacity to burn 75 napkins per day.
6. Burning time shall be 15 to 20 minutes.
7. Adequate electric and thermal protection shall be provided.
8. It shall be provided with flue gas pipe to emit the fumes developed during burning/incineration outside the toilet.
9. It shall be provided with Auto Off feature.
10. The successful bidder shall have to carry out Annual maintenance of this Machines installed at various BMC schools.
11. Bidders shall be responsible for smooth functioning of the machine & during the commencement of the contract, if any machine is not working, then it is the responsibility of the bidder to get all the machines in working condition.
12. Bidder can visit the locations for the inspection of the machines before participating in the tender.
13. Machine enclosure shall be rust proof and tamper proof.
14. Machine shall be confirming to relevant medical standards.
15. Sanitary napkin is a bio medical waste. Incinerator shall be confirming to the relevant biomedical waste disposal standards.
16. The bidder once selected, must ensure that the supplied machines shall be brand new, first hand and consistently of the same brand, specification as quoted by the bidder.
17. Education department shall ensure proper ash collection from the machines and its disposal.

Printing matter should be as follows on Sanitary Napkin Incinerators :

- Each Incinerator shall be printed with wordings **बृ.म.न.पा. शिक्षण विभाग, BMC Logo and “For BMC Use Only”**
- Manufacturer's name and registered address
- Date, month & year of manufacture
- Generic name of product
- Lot/ Batch no.
- Instructions for handling

Moreover, Sanitary Napkin Incinerator should be installed with 15A Power Plug Socket Point, along with circuit wiring in casing-capping as per BMC's USOR-2023 item no. R3-ME-3-27-i i.e. 15 / 5 A / 6 A Combined Power Plug Socket Point with Fuse and Indicating Lamp, One 15 Amp SP Switch, Point wiring by using FR insulated copper conductors (alongwith same size of FR insulated copper conductor for earthing & 3 plate ceiling rose) using casing-capping using 1st category material.

Note: Bidder shall not misuse the power supply given for the operation of the machines to any other purpose. If it is observed then action shall be taken against bidder as per terms and conditions of the tender.

B. Supply of Sanitary Napkins

- i) The filler material such as cellulose pulp, cellulose wadding, tissue, cotton, etc. shall be free from lumps, oil spots, dirt or foreign particle.
- ii) The covering (absorbing top sheet character) shall be of good quality knitted sleeve or non woven fabric of rash free. Non irritant and soft to touch material with sufficient porosity to permit the assembled pad to meet absorbency requirements.
- iii) The napkin shall have non absorbent barrier on one side.
- iv) Napkin length = 230-280 mm
- v) Napkin width = 160-180 mm
- vi) Napkin thickness = 8 -12 mm
- vii) Absorbent capacity = min. 50 ml
- viii) pH value = 6 to 8.5

Printing matter should be as follows on Sanitary Napkins :

- Each non absorbent barrier side of Sanitary napkins shall be printed with wordings **बू.म.न.पा. शिक्षण विभाग** and **"For BMC Use Only"**

C. Defect Liability Period of 3 years

Bidders shall be responsible for smooth functioning of the machines during defect liability period of the contract, if any machine is not working, then it is the responsibility of the bidder to get all the machines in working condition. No extra costs if any will be payable.

Notes :

1. All the works contained in the scope of work shall be carried out strictly as per relevant specifications applicable as attached or referred to, in this tender document.

Section 10. Annexure for Testing Parameters

Technical Specifications of Sanitary Napkin:

- i) The filler material such as cellulose pulp, cellulose wadding, tissue, cotton, etc. shall be free from lumps, oil spots, dirt or foreign particle.
- ii) The covering (absorbing top sheet character) shall be of good quality knitted sleeve or non woven fabric of rash free. Non irritant and soft to touch material with sufficient porosity to permit the assembled pad to meet absorbency requirements.
- iii) The napkin shall have non absorbent barrier on one side.
- iv) Napkin length = 230-280 mm
- v) Napkin width = 160-180 mm
- vi) Napkin thickness = 8 - 12 mm
- vii) Absorbent capacity = min. 50 ml
- viii) pH value = 6 to 8.5

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Section 11. Details of the Item Data :- (Rates to be filled by the tenderer in commercial offer)

Sr. No.	Item Descriptions	Unit	Quantity
1.	Supply of Sanitary Napkins	Nos.	1,88,48,000
2.	Supply, Installation, Testing & Commissioning of Incinerators	Nos.	469
3.	R3-ME-3-27-i (15A/ 5A / 6A Combined Power Plug Socket Point with Fuse and Indicating Lamp, One 15 Amp SP Switch)	Nos.	469

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