

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

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



e-Tender for Supply of Umbrellas to Students of Education Department of BMC

Website:- www.mahatenders.gov.in
e-Tender ID-2024_MCGM_1011811_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

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Section 1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

CENTRAL PURCHASE DEPARTMENT

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

Tender No. Dy.Ch. Eng./CPD/47/TDR/AE-3 Dated 22.02.2024

e-Tender ID-2024_MCGM_1011811_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.

Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' 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).

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 (Rs.)	EMD (Rs.)	Testing Charges (Rs.)	Start Date & Time of online Bid Down loading	Bid Submission Closing Date and Time
1.	Supply of Umbrellas to Students of Education Department of BMC Tender No. Dy.Ch.Eng./CPD/47/TDR/AE-3 of 2023-24 e-Tender ID - 2024 MCGM 1011811 1	15,000 + GST (18%) Rs.17,700/-	3,84,000/-	1,50,000/-	22.02.2024 at 12:00 hrs	06.03.2024 at 16:00 hrs

Note: Last date for payment of Earnest Money Deposit (EMD) online is on or before Bid Submission Closing Date and Time and time prescribed. The vendors having standing deposit shall also have to pay EMD amount online. The Last date for submission of tender samples and payment of Testing charges shall be informed to prospective bidders, who participated in Bid by e-mail on e-mail address provided by them.

The pre-bid meeting will be held on 28.02.2024 at 03:00 pm at Venue - Conference hall, 1'st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai 400011

The Tender document is available on BMC portal (<https://portal.mcg.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 e-tender :

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

For detailed tender document please scroll down :

Tender for Supply of **Supply of Umbrellas to Students of Education Department of BMC** for the period of two years.

e-Tender ID-2024 MCGM 1011811 1

2. HEADER DATA

Tender Reference no.	Dy.Ch.Eng./CPD/47/TDR/AE-3 of 2023-24
E-Tender ID	2024_MCGM_1011811_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply of Umbrellas to Students of Education Department of BMC
Contract period	2 years
Estimate Cost	Rs. 1,91,54,304.89
Scrutiny Fee of E-Tender	Rs. 15,000.00 + GST (18%) = Rs.17,700/-
Testing Charges	Rs. 1,50,000/-
Earnest Money Deposit	Rs. 3,84,000/-
Document Download Start Date & Time	22.02.2024 from 12.00 hrs.
Document Download End Date & Time	06.03.2024 up to 16.00 hrs.
Seek Clarification Start Date & Time	22.02.2024 from 12.00 hrs.
Seek Clarification End Date & Time	06.03.2024 up to 16.00 hrs.
Pre Bid Meeting Date & Time	28.02.2024 at 15:00 hrs. Conference hall, 1 st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai 400011
Bid Submission Start Date & Time	01.03.2024 from to 12.00 hrs.
Bid Submission End Date & Time	06.03.2024 up to 16.00 hrs.
End date & time for receipt of EMD	06.03.2024 up to 16.00 hrs.
Bid Opening Date & Time	11.03.2024 up to 16.00 hrs.
Opening of Packet A	As mentioned in https://mahatenders.gov.in
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 (West), Mumbai – 400 011. Tel. No. 022-23083161 Ext 217/218
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 bidders/ manufactures to **Supply of Umbrellas to students of the education department of BMC for Two years contract period** from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

BMC PORTAL

4. Instructions to Vendors participating in e-Tendering Process for the supply of General Materials of 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).
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> ENDERERS 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).
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 tender details 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 issue 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. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

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

The contract period for this tender is Two years.

1. Eligibility Criteria	<p>A. <u>Who can quote</u> :- Only the Umbrella manufacturers or their authorized distributors/dealers/agents are eligible to submit the tender.</p> <p>The bidder is expected to supply the Umbrellas to BMC students within specified delivery period. Towards this objective bidder is allowed to have tie-up with only one Umbrella manufacturer.</p> <p>If the bidder is Umbrella manufacturer, then he should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4a.</p> <p>OR</p> <p>If the bidder is authorized distributor/dealer/agent of Umbrella manufacturer, then he should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4b, Annexure-4c and consent letter of tied up Umbrella manufacturer (<i>As per Annexure 4d</i>) failing which his offer will be considered as non-responsive.</p> <p>One bidder can submit authorization letters from only one Umbrella manufacturer.</p> <p>The Umbrella manufacturer or authorized distributor/dealer/agent of manufacturer may quote their offer. However, Manufacturer either shall participate bid directly or through authorized distributor/ dealer/ agent only.</p> <p>B. <u>Turnover</u> If bidder (Manufacturer or authorised distributors/dealers/agents of Umbrella manufacturers) is participating in tender then the minimum average annual turnover of the bidder shall be Rs. 68 Lakhs during last three financial years i.e. 2020-21, 2021-22 to 2022-23.</p> <p>For turnover evidence of bidder (Manufacturer or authorised distributors/dealers/agents of Umbrella manufacturers) in the form of Turnover Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded during the submission of the tender (Packet A). Bidder shall submit the Audited Balance Sheets for the same.</p> <p>C. <u>Experience</u> :- The bidder (Manufacturer or authorised distributors/dealers/agents of Umbrella manufacturers) shall have following experience of having successfully completed Supply of and Umbrellas during last five years prior to due date of the tender.</p> <p>i) Three similar completed works each costing not less than Rs. 19 Lakhs for Umbrella.</p>
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	<p>OR</p> <p>ii) Two similar completed works each costing not less than Rs. 24 Lakhs for Umbrella.</p> <p>OR</p> <p>iii) One similar completed work costing not less than Rs. 38 Lakhs for Umbrella.</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><u>If Multiple work orders under single contact/ Rate circular submitted then, total of that multiple purchase orders shall be considered as single order.</u></p> <p>Bidder/Manufacturers shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause.</p>
D.	Only products of brands “SUN”, “STAG”, “MOTHERLAND” and “E SERIES” are acceptable for Umbrellas for Boys and Girls.
F.	<p>The Bidder (Manufacturer or authorised distributors/dealers/agents of Umbrella manufacturers) must have adequate storage facility within Mumbai city or suburb. Registered Rent/Purchase or leased agreement for storage facility of Umbrella shall be submitted.</p> <p>If bidder or Manufacturer have no adequate storage facility within Mumbai city or suburb and if he intent to obtain the same after opening of packet C, if he is the lowest bidder, then he shall submit the undertaking on Rs.200/- stamp paper that if he is the lowest responsive bidder, he shall submit supporting documents in relation to the storage facility within 30 days from the date of opening of packet “C”.</p> <p>Bidder shall submit undertaking on Rs.200/- stamp paper in packet ‘B’.</p> <p>If bidder fails to comply with the same, then he will be treated as non responsive and action as per tender condition will be taken against him, including forfeiture of EMD along with the penal action of blacklisting.</p>
G.	The Umbrella Manufacturers must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided.
H.	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’.
2.	<u>Where and how to submit the tender</u> The tender documents with details as specified in the pro-forma in Annexure must be submitted online in tender section of mahatender as per the instructions available on Mahatender Portal for online submission of e- tender.
3.	<u>The Three Packets system</u> The tenderer should upload tender in three packets system as below.
(A)	<u>Packet – ‘A’:</u> The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. In case if there

	<p>appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.</p> <p>The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission</p>
	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)
5)	Authorization letter for attending tender opening (Annexure-6)
6)	Articles of Agreement (Annexure-7)
7)	Internal Grievance Redressal Mechanism (Annexure -8)
8)	Agreement of integrity pact (Annexure-9) duly signed and stamped on Rs 200/- stamp paper duly notarized
9)	Authorization letter of authorized representative for downloading and uploading tender (Annexure-10)
10)	Declaration by the tenderer regarding HSN Code (Annexure-11)
11)	Details of Criminal Cases Pending History (Annexure- 13)
12)	SRM Tender documents (except Annexures and only SRM copy should be uploaded.)
13)	<p>Firm/Company/Sanstha Registration Certificates</p> <p>i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking.</p> <p>ii) Company Registration Certificate, articles of association as the case may be.</p> <p>iii) Latest Partnership Deed in case of Partnership.</p>
14)	<p>Solvency certificate</p> <p>The tenderer should upload solvency certificate for minimum of Rs.30 Lakh 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.</p>
15)	GST Registration Certificate
16)	<p>PAN CARD</p> <p>a) Tenderer's own PAN Card in case of individual/Dealers/Supplier /Distributor/agent etc.</p> <p>b) In case of Company or firm</p> <p>i) PAN Card of proprietor in case of proprietary /Ownership firm</p> <p>ii) PAN Card of Company in case of Private limited Company-</p> <p>iii) PAN Card of a firm in case of Partnership firm</p> <p>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)</p> <p>d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted.</p> <p>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.</p>

17)	Audited balance sheets and Turnover Certificate of last three financial years (2020-21 to 2022-23). Certificate issued by Auditor of firm/ Chartered Accountant for turnover of Bidder/Manufacturer.
18)	Undertaking as per Annexure –A on Rs.500/- stamp paper duly notarized
(B)	<p><u>Packet ‘B’</u></p> <p>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.</p> <p>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></p> <ol style="list-style-type: none"> 1) Required licenses/certificates in the name of bidder/manufacturer. 2) Manufacturer’s Authorization / consent letters i.e. Annexure- 4a/4b/4c/4d (whichever is applicable). 3) Past performance/ experience certificate. (Annexure–5) Past Performance or Experience Certificate should be in the name of Bidder/Manufacturer. 4) Supporting documents in relation to the testing facility. 5) Registered Rent/Purchase or leased agreement for storage facility Or Undertaking on Rs.200/- stamp paper as per enclosed format. 6) Annexure 12 – Details of Litigation history.
	<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.</p> <p>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 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><u>NOTE 3:</u> 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 BOQ template must not be modified/ replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the bidder name and values only.</p> <p>Allotment of the work/ supply shall be on the basis of lowest of total cost considering item wise quantities of Umbrella items.</p> <p>** <u>All the documents uploaded in Packet 'A', Packet 'B' & Packet '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. 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.
D)	<p><u>Details of Litigation history.</u> The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'.</p> <p>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,</p>

	<p>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 self attested photocopies of specific documents shall be scanned and uploaded</p>
5.	<p>Procedure for the opening of the tender Packet : Packet ‘A’ (Fee/PreQual/Technical cover) shall be opened online on the due date and due time as stated in the tender details in Mahatender, when the tenderer or his authorized representative will be allowed to remain present. Packet B (Fee/PreQual/Technical cover) will be opened only if the administrative offer in Packet ‘A’ is acceptable. Packet “C” (Finance cover) will be opened only if applicable Scrutiny fee is paid by bidder, Administrative offer in Packet ‘A’ and technical offer in Packet “B” is found acceptable and Test report of tender samples are found satisfactory. In case Administrative offer and technical offer in Packet ‘A’ and Packet “B” is found non acceptable or found incomplete and bidder failed to pay scrutiny fee, then their Packet ‘C’ will not be opened and offer will be kept out of consideration. The date and timing of opening of packet “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 authentic 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 from the contractors’ dues the damages/losses occurred thereof.</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 anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</p>
	<p>i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the</p>

	proprietor of the said firm or authorised representative only.
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.
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.
9.	<p><u>Paying E.M.D.</u> The tenderer shall have to pay EMD through online payment only. Note :- No Exemption will be allowed for the tenderers having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.</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. OR 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>Pre-bid Meeting: 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. 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 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></p> <p>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> <p>(A) If it is found that firms as described in clause 13 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> <p>(B) If it is found that closely related persons as in clause 13 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. 13 (A) including similar action against the firms/establishments concerned.</p> <p>(C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(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 value</u></p> <p>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'</p> <p>The B.G shall be acceptable from these banks and all branches of these banks (except IDBI Bank) situated within Mumbai limit and up to Kalyan and Virar.</p> <p>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.</p> <p>The B.G shall be retained 6 months after completion of contract period.</p>
15.	<p><u>Execution of written contract</u></p> <p>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</p>

	<p>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.</p> <p>In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dy. 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 issue 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 issue 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 6 months after satisfactory completion of contract period.</p>
17.	<p><u>Unconditional offer</u></p> <p>Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
18.	<p><u>Variation in rate</u></p> <p>Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
19.	<p><u>Firm price</u></p> <p>The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable</p>
20.	<p><u>Contradictory Clause in tender</u></p> <p>Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale""offer subject to availability of stock"" Offer subject to confirmation at the time of order""Rates subject to market fluctuations" etc. will be rejected</p>

	outright.
21. <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.
22. <u>Validity</u>	The validity of the offer should be for at least 120 days from the date of the opening of the tender. Tenders specifying validity less than 120 days shall be rejected outright.
23. <u>Product Names.</u>	The tenderer must state the brand name of the product, if any.
24. <u>Bidders address</u>	The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per format given in Annexure- 1.</u>
25. <u>Scrutiny Fee:</u>	<ul style="list-style-type: none"> 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 Expenditure Section under Administrative Officer (CPD). ii) Bidders shall submit Receipt of Scrutiny Fee to this office to process further. iii) Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.
26. <u>Payment of Testing Charges and Submission of Tender samples for Testing</u>	<ul style="list-style-type: none"> 1) Responsive tenderers in packet 'A' and 'B' shall be informed by e-mail given by them in Annexure-1, to submit 3 sample sets and to pay testing charges for 2 sets within 3 working days as specified in the mail. 2) Accordingly tenderer shall pay testing charges Rs.1,50,000/- (for 2 sets incl. 10% admn. charges) in DD/Pay order at CFC in any ward. For the payment of testing charges, the copy of the challan shall be obtained from this office. 3) The tenderer shall submit receipt of payment of testing charges along with 3 identical set of samples as mentioned below in 3 working days, in the office of the Dy.Ch. Eng.(CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai-400 011 as per e-mail received from Dy. Chief Engineer (CPD). 4) If bidder fails to pay the required Testing charges as mentioned above and failed to submit the samples as prescribed in specified period, his offer will be treated as non-responsive. Further, EMD paid by him shall be forfeited and/or penal action such as blacklisting may be taken against the bidder. 5) Tenderers must submit 3 identical sets of tender samples as per approved shades and design in the Office of the Dy. Ch. Eng.(CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai - 400 011 within 3 days from date of receipt of e-mail from Dy. Chief Engineer (CPD) after opening of packet 'A'. Each set consist of <ul style="list-style-type: none"> a) One sample of Umbrella For Boys Std VIII-X Boys b) One sample of Umbrella For Girls Std VIII-X Girls 6) The three separately sealed sets of samples (i.e. set consisting of all types of Umbrellas) shall be packed in single carton box having name of the bidder and the bid no. along with subject of the tender. The size of label shall be approximately 10cm x 5cm. 7) Please see the approved store samples before submitting the Tender samples.

	<p>8)The samples received after date & time specified in e-mail sent by the office of the Dy.Ch.Eng (CPD), shall not be accepted.</p> <p>9)Out of three tender samples, two tender samples of all the bidders will be sent for testing in laboratory.</p> <p>10)On demand, the tenderers have to pay the difference of testing charges, if any, as admissible including 10% administrative charges within four days from receipt of intimation letter from Dy. Chief Engineer (CPD) failing which their tender will be rejected outright and action as deemed fit will be initiated against them.</p> <p>11)Report of approved Laboratory on tender samples of the bidder sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard.</p> <p>12)If test report of both the sample sets of bidders sent for testing to Govt.Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item) are found “satisfactory”, i.e. found as per BMC specification and requirements, then their “C” packet will be opened.</p> <p>13)However, if any one sample set out of two sample sets of bidders sent for testing to Govt. Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item) is not found “satisfactory”, i.e. not found as per BMC specification and requirements, then their packet “C” will not be opened even though he is responsive in packet A & B.</p> <p>14)If Samples are not satisfied/ failed in Lab test, the tenderer will be treated as non responsive for this tender and the EMD proportionate to the estimated cost of items failed in testing, shall be forfeited.</p> <p>15)The sample submitted by the tenderers will be used for testing etc. and therefore, will not be returned to the tenderers and the cost thereof will not be reimbursed.</p> <p>16) If the testing charges obtained from responsive bidders are in excess than actual amount of testing, the excess amount will be refunded after deducting 10% administrative charges.</p>
27.	<p><u>Issue of Acceptance Letter</u> 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>Purchase Order:-</u></p> <p>i) Orders will be placed by A.O.(Schools) for the respective wards enclosing along with school-wise details of requirements of Umbrellas which would form an integral part of the order placed. The user department will place the orders as and when required.</p> <p>ii) The user department can interchange standard wise quantity as per their requirement during contract period and within contract cost at the level of Education officer.</p>
29.	<p><u>Delivery</u> The Tenderer should give free delivery 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 Umbrellas which would form an integral part of the order placed.</p>

30. Testing of samples from Supplied lot :

- 1) One sample from supply lot from schools/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).
- 2) Probability of sample testing should be
 - i) For two years contract period with two years of supply: - Six times.
 - ii) For two years contract period with one year of supply: - Three times.However, the Municipal Corporation reserves its right to test the material, as and when required.
- 3) If the test report of the supply sample is not found as per tender specifications, the supply shall be rejected and
 - i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
 - ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and
 - iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.
- 4) The supplier shall quote lot number for his supply.
- 5) Test report of Govt.Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item) of supply sample sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard.
- 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.
- 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.
- 8) The test results will be circulated to all departments who have received material from the supplied lot.
- 9) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier.
- 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.
- 11) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.

31. Contract

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 documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of

	<p>"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>
32.	<p><u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the BRIHANMUMBAI MUNICIPAL CORPORATION having in possession, other deposits 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>
33.	<p><u>Acceptance of Tender</u> 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 reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.</p>
34.	<p><u>Acknowledging communications</u> Every communication from the Dy.Ch.E.(C.P.D.), BRIHANMUMBAI MUNICIPAL CORPORATION to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p>
35.	<p><u>Jurisdiction of courts</u> In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.</p>
36.	<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. 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.
37.	<p><u>Replacement of Rejected Materials</u> Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days from intimation of concerned school failing which the same penalty would be levied at the sole discretion & material will be disposed of by BMC at the risk and cost of contractors without any further correspondence in this regards.</p>
38.	<p><u>Other-</u> Manufacturer's name, size & year of supply and 'MPS' logo, Brand name should be printed on the Umbrellas.</p>

39.	<p><u>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 CBS/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 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>
40.	<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>
41.	<p><u>Penalty For Late Supply</u></p> <p>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 :-</p> <p>(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.</p> <p>OR</p> <p>(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.</p> <p>OR</p> <p>(c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>

42.	<p><u>Consequence of inferior supply</u></p> <p>Tenderer/contractor shall have to replace the rejected materials which are found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned department, at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.</p>															
43.	<p><u>Blacklisting</u></p> <p>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.</p> <p>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>															
44.	<p><u>Payment of legal and Stationery charges:</u></p> <p>These charges are to be paid by the successful bidder on issue 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>These 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" data-bbox="293 1165 1469 1837"> <thead> <tr> <th data-bbox="293 1165 375 1249">Sr. No.</th> <th data-bbox="375 1165 846 1249">Contract Cost (Rs.)</th> <th data-bbox="846 1165 1469 1249">Legal Charges and Stationery Charges (Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="293 1249 375 1283">1.</td> <td data-bbox="375 1249 846 1283">Rs.50,000/-</td> <td data-bbox="846 1249 1469 1283">NIL</td> </tr> <tr> <td data-bbox="293 1283 375 1472">2.</td> <td data-bbox="375 1283 846 1472">Rs.50,001 to Rs.1,00,00,000/-</td> <td data-bbox="846 1283 1469 1472">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 data-bbox="293 1472 375 1650">3.</td> <td data-bbox="375 1472 846 1650">Rs.1,00,00,001/-to Rs.10,00,00,000/-</td> <td data-bbox="846 1472 1469 1650">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 data-bbox="293 1650 375 1837">4.</td> <td data-bbox="375 1650 846 1837">Rs.10,00,00,001/- to above</td> <td data-bbox="846 1650 1469 1837">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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45.	<p><u>Stamp duty:-</u></p> <p>The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.</p> <p>The Stamp Duty payable on the Contract Value shall also 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>
46.	<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>
47.	<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 information 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 procure these services at the risk and cost of the contractor.</p>
48.	<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 from BMC for entry into the premises.</p>
49.	<p><u>Quantity</u></p> <p>The quantities mentioned in item data are based on the probable student strength as on Sept. 2022. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.</p>
50.	<p>BMC has formed ‘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</p>

	Annexure-8. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Internal Grievance Redressal Committee.
51.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
52.	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.200/- stamp paper duly notarized. The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."
53.	Tenderer Participating in this bidding process have to furnish the details as per annexure-1.
54.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
55.	<u>Risk & Cost Purchase</u> In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the 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 Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. 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.
56.	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 / principal 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.
57.	<u>Tenderer must distinctly understand:</u> 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.
58.	<u>Confidential Information</u> 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 affected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.
59.	Successful contractor has to provide free of cost about 28 nos. of samples for each type of Umbrellas to AO (school) and Education officer for their reference.
60.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
61.	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.
62.	BMC prefers that bidder should submit the bid for all the items considering value, quantity and logistic involved in the tender. But bidder is at liberty to submit the bid for any number of items as per his will/wish.

BMC

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.

Annexure -1
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Particulars about the tenderer
(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).

- 1) Name & Address of the tenderer.
- 2) Names and addresses of all the partners.
- 3) e-mail address of the firm
- 4) Name & address of the Manufacturer (s)
 - a. Places of Manufacturer (In case of firms having more than one place, mention the nearest one).
 - b. Registered Head Office with Postal Address and Telephone Numbers
 - c. Mumbai Office address with Telephone Numbers and e-mail address.
- 5) Total annual turnover in the last three Financial Year of the 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 etc.)
- 7) Whether tenderer is as Manufacturer / Distributor (State the category)
- 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).

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

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

Annexure -2
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
(To be uploaded in Packet A)

Date:-.....

Tender No. :
Bid/RfxNo.:

To

The Municipal Commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION

Sir,

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

- 1) Invitation to Tenderers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) General Instructions to the tenderers
- 5) Items Descriptions
- 6) Scope of Providing different types of Man Power
- 7) Contract Agreement form
- 8) Annexures
- 9) Details of the Item Data in SRM :- (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 SRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through on line payment 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 **120 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 on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

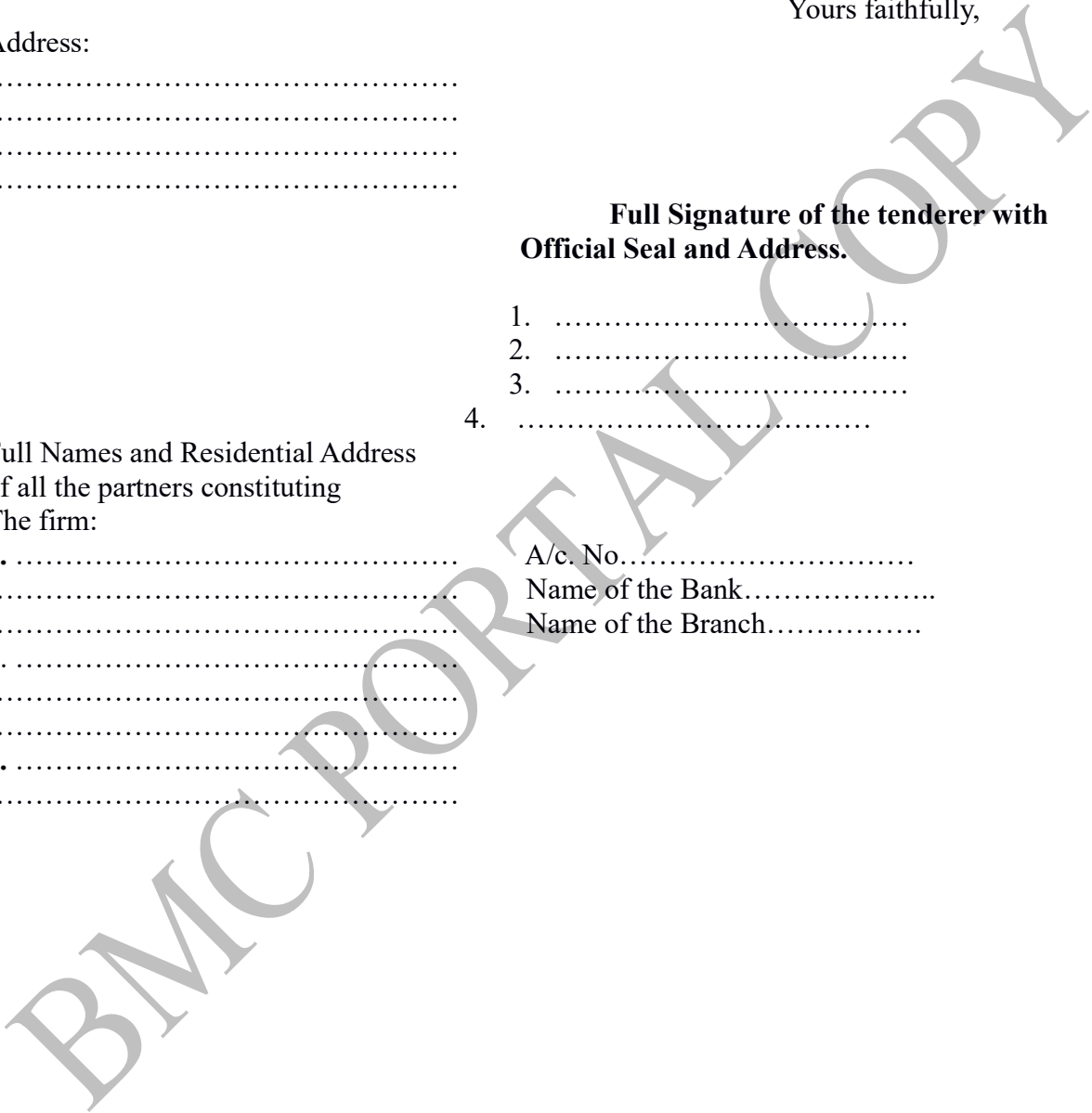
**Full Signature of the tenderer with
Official Seal and Address.**

1.
2.
3.
4.

Full Names and Residential Address
of all the partners constituting
The firm:

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

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



Annexure – 3a
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Undertaking to be signed by the tenderer
AFFIDAVIT
(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/ 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. 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-
- i) I / We fail to keep the e-tender open as aforesaid,
 - ii) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - iii) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
11. 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.
12. I / We understand that the quantity in the tender is approximate. 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.
13. I/We..... hereby further state and declare that-
- i) not declared insolvent any time in the past.
 - ii) not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - iii) not convicted under the provision of IPC or Prevention of Corruption Act.,
14. 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.
15. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC
16. 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
17. 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.
- 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.

18. 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.)

19. 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.

20. 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 of Umbrellas** as mentioned in the tender & in accordance with the specifications therein

21. I/We do hereby undertake that, we will keep our full quality control over **Supply of Umbrellas** 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
yours faithfully,
Tel. Nos. & E-mail address of
all partners

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

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

Note :-

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

Annexure – 3b
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Undertaking to be signed by the manufacturers
(To be uploaded in Packet A)

Date:-.....

Tender No. :
Due Date:

AFFIDAVIT

To
The Municipal Commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION

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

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

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

Solemnly affirmed on this _____ the day of _____ 20 .

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

Signature of **manufacturer**
under the name and style of.....

WITNESS:

(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
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Pro-Forma For Manufacturer's Letter
(If Umbrella manufacturer is bidder)
(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 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
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Pro-Forma For Authorization Letter Of Manufacturer To Their Authorized
Distributor/Dealer/Agent
(If Authorized Distributor/Dealer/Agent of Umbrella manufacturer is bidder)
(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 manufacturer having factory/factories at _____
2. We, hereby certify that M/s. _____ (name & address of the distributor/dealer/agent) is our authorized distributor/dealer/agent & we authorize them to submit this tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods. We hereby agree to manufacture the items/goods as per the tender specification and supply the same to M/s _____ (name of the distributor/dealer/agent)
3. I/We state that the price quoted by M/s _____ (name of authorised distributor/dealer/agent) for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.

Yours faithfully,

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

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

2) Scanned copy of Original letter shall be uploaded.

Annexure – 4c
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

Pro-Forma For Letter Of Authorized Distributor/Dealer/Agent Of Manufacturer
(If Authorized Distributor/Dealer/Agent of Umbrella manufacturer is bidder)
(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 authorized distributor/dealer/agent of M/s _____ (name of manufacturer)
2. We have submitted authorization letter given by them as per **Annexure 4b.**

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 manufacturer.
- 2) Scanned copy of Original letter shall be uploaded.

Annexure – 4d
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

Pro-Forma For Umbrella Manufacturer's Consent Letter
(If Authorized Distributor/Dealer/Agent of Umbrella manufacturer is bidder)
(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 Umbrella manufacturer having factory/factories at _____
2. We have Umbrella factory/factories as per tender condition.
3. We hereby give our consent to M/s. _____ (name of the bidder) to submit a 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.
4. We hereby agree to manufacture the Umbrella as per the tender specification and supply the same to M/s. _____ (name of the bidder).
5. We state that M/s _____ (name of the bidder) have taken my/our consent for rates quoted in this tender.

Yours faithfully,

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

Note:

- 1) This letter of authorization 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 – 5
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_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 of _____ to _____ State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded.

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

NOTE:

- i) Experience Certificate should be in the name of Bidder or Manufacturer.
- ii) Scanned copies shall be uploaded in the Packet B.
- iii) 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

Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_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 the bidder or manufacturer.

Annexure – 6
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

Authorisation Letter For Attending Tender Opening
(To be uploaded in Packet A)

No. _____

Date: _____

To,

The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 7
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

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

Bid/RfxNo.: _____

Due on : _____

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

Dated _____

Contract for the Supply / work of: _____

During the period from _____ **to** _____

THIS AGREEMENT MADE 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 provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the _____ 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 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.

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
- iv) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

7. 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 off 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 analyzed, 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 there under, 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, installation and commissioning 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.

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

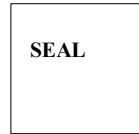
Signed, sealed and delivered by
The said Contractors,
Shri/Messrs.....
.....
In the presence of
.....
.....
.....

Contractors

And by the Dy. Commissioner
In the presence of.....
.....
.....
The common seal of the Municipal
Corporation of Greater Mumbai
as affixed on the
.....day of
Two thousand,.....

Deputy Municipal
Commissioner (C.P.D.)

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
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_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.

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

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

B1

ANNEXURE – 9

Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24

e-Tender ID-2024_MCGM_1011811_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 / Authorized signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC

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

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

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

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

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

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

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

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

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

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

- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC
- 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	-----	-----

Note: This **Form of Integrity Pact** should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

Annexure – 10
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Authorization Letter for Downloading and Uploading Tender
(To be uploaded in Packet A)

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

BMC PORTAL COPY

Annexure – 11
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

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

Sr.No.	Items	HSN Code (must be 8 digit)	GST %
1	Umbrellas For Boys- Std VIII To X		
2	Umbrellas For Girls- Std VIII To X		

NOTE: This Annexure – 12 shall be submitted in Packet “A”.

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

Annexure – 12
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1

DETAILS OF LITIGATION HISTORY

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

Or

2) 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
Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_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 incomplete, 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)

Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24

Bid/RfxNo: 7200052903

Annexure-A

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.

Dy.Ch.Eng./CPD/47/TDR/AE 3 of 2023-24
e-Tender ID-2024_MCGM_1011811_1
Undertaking to be signed by the Bidder for Storage facility
(To be uploaded in Packet B)

To,
Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,

I/We, _____ (Full Name in starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named and addressed herein _____ do hereby undertake that, I/we shall rent/purchase or leased the adequate storage facility in authorized structure in the name of M/s. _____ and submit Registered Rent/Purchase or leased agreement for the same within 30 days from the date of opening of packet "C", if I/We the lowest responsive bidder.

Solemnly affirmed at this ____ day of ____ 20__ .

**Tenderer's Signature With Full Name
& Rubber Stamp
Of Establishment/Firm/Company**

Note: This undertaking should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

8. Descriptions and Specifications of Umbrellas:

<u>Items</u>	<u>Items Description</u>
<p><u>Boy's Umbrellas Folding (Auto Opening) For Std VIII To X</u></p>	<ul style="list-style-type: none"> • The Boy's Umbrellas folding (auto opening) having size 24" x 8 ribs with outer and inner steel tube with a curved round handle for grip. • The tube should be provided with runner and stretched ribs firmly stitched to the cloth. • The latch is to be provided below the runner when pushed helps to close the Umbrella. • A ferrule made of tin plate or plastic and washer below the ferrule should be provided on the top of the Umbrella to avoid leakage from the top of the Umbrella. A chandwa made up of plastic or cloth should be provided on the top of inner tube in center firmly attached with cloth. • A strap is to be stitched with press button which helps to fold Umbrella. • The Umbrella cloth shall be of superior quality water repellent fabric of nylon cloth in black colour with Polyurethane (PU) or Polyvinylchloride (PVC) coating. The ends should be $110 \pm 10\%$ and picks should be $80 \pm 10\%$ per 25mm. • The cloth shall be waterproof. • The value 80 minimum shall be required when water spray test is conducted. • The Umbrella should bear mark BMC (Current year at the time of supply) and brand name of the manufacturer. • Each Umbrella should be provided with a PVC cover. • Suitable lot of Umbrella should be provided in corrugated box at the time of supply.
<p><u>Girl's Umbrellas Folding (Auto Opening) For Std VIII To X</u></p>	<ul style="list-style-type: none"> • Girl's Umbrellas folding (auto opening) having size 23" x 8 ribs with outer and inner steel tube with a curved round handle for grip as per directive of municipal officer. The tube should be provided with runner and stretched ribs firmly stitched to the cloth. • The latch is to be provided below the runner when pushed helps to close the Umbrella. • A ferrule made of tin plate or plastic and washer below the ferrule should be provided on the top of the Umbrella to avoid leakage from the top of the Umbrella. • A chandwa made up of plastic or cloth should be provided on the top of inner tube in center firmly attached with cloth. • A strap is to be stitched with press button which helps to fold Umbrella. • The Umbrella cloth shall be of superior quality water repellent fabric of nylon cloth with various assorted prints and colour with Polyurethane (PU) or Polyvinylchloride (PVC) coating. • The ends should be $110 \pm 10\%$ and picks should be $80 \pm 10\%$ per 25mm. • The cloth shall be waterproof. • The value 80 minimum shall be required when water spray test is conducted. • The Umbrella should bear mark BMC (Current year at the time of supply) and brand name of the manufacturer.

	<ul style="list-style-type: none"> • Each Umbrella should be provided with a PVC cover. • Suitable lot of Umbrella should be provided in corrugated box at the time of supply.
--	--

. Dimensions of Raincoat Min in Cm

Size	Std	Length	Chest	Shoulder Sleeve to Sleeve	Buttons	Caps Height	Collar	Pocket With Flap (L X B)
24	Pre-primary	60 cm	96 cm	100 cm	3	23 cm	35 cm	14 x 13
28	I & II	70 cm	108 cm	104 cm	3	23 cm	35 cm	14 x 13
32	III & IV	80 cm	116 cm	110 cm	3	23 cm	37 cm	14 x 13
36	V	90 cm	124 cm	126 cm	4	23 cm	41 cm	15 x 14
40	VI	100 cm	124 cm	132 cm	4	23 cm	41 cm	15 x 14
44	VII	110 cm	124 cm	136 cm	5	23 cm	41 cm	15 x 14

BMC PORTAL

9. A) Annexure for Testing of Umbrella

Sr. No.	Parameter	Requirements
1	Type	Folding(Auto opening)
2	Size-Boy's Umbrella	24", 8 ribs
	Size-Girl's Umbrella	23", 8 ribs
3	Umbrella Cloth- Boys Umbrella	Superior quality water repellent fabric of nylon cloth in black colour with Polyurethane (PU) or Polyvinylchloride (PVC) coating
	Umbrella Cloth- Girls Umbrella	Superior quality water repellent fabric of nylon cloth with various assorted prints and colour with Polyurethane (PU) or Polyvinylchloride (PVC) coating
4	Ends per 25mm	110±10%
5	Picks per 25mm	80 ±10%
6	Minimum value when subjected to Water Spray Test	80

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10. Details of the Item Data

(Rates to be filled by the tenderer in commercial offer)

Sr. No.	Item Description	Total Qty	Unit
1	Umbrellas For Boys-Std VIII To X	42,606	Nos
2	Umbrellas For Girls-Std VIII To X	40,713	Nos

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