

**BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT**
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011



**TENDER DOCUMENT FOR SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF
BMC.**

FOR

B.M.C

MUMBAI

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

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SECPD**

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AE02CPD**

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EE (Civil) CPD**

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Dy.Ch.Eng.(M&E)CPD**

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1. E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M. JOSHI MARG, MUMBAI - 400 011.

E-PROCUREMENT TENDER NOTICE
No. Dy. Ch. Eng./CPD/23/TDR /AE-2 Dated 22 . 02 .2024

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section. However, 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 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). 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 vendors, are required to be registered with BMC .Vendors not registered with BMC before can apply online by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration

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

Sr. No.	Description	Scrutiny Fee (Rs.)	EMD (Rs.)	Publishing date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC. Tender no. Dy.ChE/CPD/ 23 / TDR/ AE2 of 2023-24 Tender ID. 2024_MCGM_1027425_1	Rs 3000/- (18 %GST) Rs. 3540/-	Rs:- 36,800/-	09.03.2024 at 11.30hrs	08.04.2024 at 16:00 hrs
Note :- Last date for paying EMD on line is 08.04.2024 up to 16.00 hrs					

Pre bid meeting will not be taken;however, if the bidder has some queries or suggestions, it shall be submitted through email within 07 days from the date of start of online bid downloading. The queries / suggestion received after that date will not be entertained.

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

The tenderer shall have to **pay EMD of Rs. 36,800/-** through on line 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.

However, original copies of the online payment receipts for Scrutiny Fee and EMD should be uploaded in Packet A as prescribed in Tender Document.

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

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

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

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

-sd-

Dy. Chief Engineer (M&E) CPD

For detailed tender document please scroll down
Tender for SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC.
Tender ID. 2024_MCGM_1027425_1

2. HEADER DATA

E-Tender No.	Dy.Ch.E./CPD/TDR/ 23/AE-2 of 2023-24
Name of Organization	Brihanmumbai Municipal Corporation
Subject	SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC.
Estimated Cost	Rs. 18,37,470.00
Scrutiny fee of E-Tender	Rs 3000/- +Rs.540/- (18%GST) = 3,540/-
Earnest Money Deposit	Rs. 36,800/-
Pre Bid Meeting	Pre bid meeting will not be taken; however ,if the biderer has some queries or suggestions, it shall be submitted through email within 07 days from the date of start of online bid downloading .The queries /suggestions received after that date will not be entertained.
Publishing date of Tender	<u>09.03.2024 up to 11.30 hrs.</u>
Bid Submission Start Date	<u>18.03.2024 up to 16.00 hrs.</u>
Bid Submission Closing Date	<u>08.04.2024up to 16.00 hrs.</u>
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.(C.P.D.) <u>566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI - 400 011</u> Tel. No. 022-23083161 Ext 221
Email Address	ae02.cpd@mcgm.gov.in
Venue for opening of bid	Same as above

This tender document is not transferable.

BMC Portal Copy

BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011

3. PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender bidders/ manufactures to **SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC** of Brihanmumbai Municipal Corporation for **Two year 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.

4. Instructions to Vendors participating in e-Tendering Process for the SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT 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 eMudhraCA /GNFC/ IDRBT/ MtnITrustline/ 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.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Bidders should submit the receipt of fee paid to process EMD refund. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders
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 eProcurement 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 Mahatender Portal.
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>SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘https://mahatenders.gov.in’ Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in)</p>	

5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal & Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	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.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
7.	Scrutiny fee will be applicable instead of Tender Price. However, Tender scrutiny fee (as mentioned in the Header Data) should be paid by all bidders after opening of packet "A" & "B" and before opening of packet "C" at any of the CFC centers in BMC Ward offices by collecting challan for the same from expenditure section of Account Officer CPD of this office. Bidders will submit the receipt of scrutiny fee paid to this office. Bidders who fail to submit the receipt of scrutiny fee paid will be treated as non responsive.
8.	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.
9.	Technical offer, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
11.	Lowest tenderer must submit duly labeled & sealed sample of materials mentioned in tender.
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 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

<p>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 year from date of acceptance.</p>	
<p><u>Eligibility Criteria</u></p>	
1.	<p><u>Who can quote</u> :-</p> <p>1. i) Only the Umbrella manufacturers and / or their authorized distributors / dealers /agents are qualified to fill and submit the tender. ii) The bidder (if Umbrella manufacturer) should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4a. OR The bidder (if authorized distributor/dealer/agent of Umbrella manufacturer) should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4b & 4c, <u>One Bidder can submit authorization letters from more than one Umbrella manufacturer.</u> <u>Both the Umbrella Manufacturer and /or their authorized distributors/dealers/agents may quote their offer.</u> The offers received from the distributors/ dealers/ agents without proper authorization letter from the manufacturers shall be rejected outright.</p>
2.	<p><u>Turnover</u> :- The Average annual turnover of the bidder during last three financial years shall be minimum Rs: 3,21,558.00 Bidder shall submit turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded in support of turnover in PACKET A</p>
3.	<p><u>Experience</u> :- The bidder/Manufacturer shall have minimum cumulative Experience of Rs: 3,21,558.00 of successful supply of UMBRELLAS during last five years prior to due date of the tender.(Annexure -5) <u>Statement of Experience Certificates</u> shall be uploaded during the submission of the tender (Annexure-5a & 5 b) Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause</p>
4.	<p>The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</p>
5.	<p>Manufacturer must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided.</p>
2.	<p><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 BMC. As per the instructions available on BMC Portal for online submission of e- tender.</p>
3.	<p><u>The Three Packets system</u> The tenderer should upload tender in three packets system as below.</p>
(A)	<p><u>Packet – 'A':</u> The tenderer shall not disclose / quote the rate of the items in Packet – 'A'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or</p>

	before the due date and due time of bid submission.
	Administrative documents - Packet 'A'
1)	Particulars about the Tenderer (Annexure -1)
2)	Tender form (Annexure -2)
3)	Undertaking to be signed by the Tenderer (Annexure-3a) if Manufacture is self Bidder.
4)	Undertaking to be signed by the Tenderer (Annexure 3b) if Bidders is Authorized Dealer/ Distributer/agent of the Manufacture
5)	Authorization letter for attending tender opening (Annexure-6)
6)	Authorization letter of authorized representative for downloading and uploading tender on the letter of bidder with stamp & signature. (Annexure-7)
7)	Draft Articles of Agreement (Annexure 8)
8)	Internal Grievance redressal mechanism (Annexure -09)
9)	Declaration of Items Quoted on letter head of the Bidder.(Annexure- 10)
10)	Tender document.(except Annexure)
11)	Firm/Company/Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Latest Partnership Deed in case of Partnership firm
12)	Solvency certificate The tenderer should upload solvency certificate for minimum of Rs.5 Lac 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.
13)	GST Registration Certificate (as applicable).
14)	PAN CARD a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
15)	C.A.'s Certificate for turnover of the tenderer
16)	Agreement of integrity Pact as per Annexure -11.(Duly signed and stamped on Rs.200/- stamp paper duly notarized)
17)	Details of criminal cases history Declaration shall be submitted by the tenderer (manufacturer) on Rs.200/-stamp paper (Annexure 13)
18)	Irrevocable undertaking Rs.500/- stamp paper (Annexure-A)
	Note :- If the tenderer has not uploaded all the documents as mentioned in Packet 'A', 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 documents asked under short fall documents on mahatender portal. Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet 'A'.
(B)	Packet 'B' : The tenderer shall not disclose / quote the rate of the items in Packet - 'B'.

In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.

Technical Documents Packet B

1 Technical Documents Packet B

- 1) **Annexure- 4a,4b and 4 c** (whichever is applicable).
- 2) **Past performance/ experience certificate. (Annexure 5a and or 5b)** Past Performance or Experience Certificate should be in the name of Bidder/manufacturer.
- 3) **Details Of Litigation History (Annexure-12)**
- 4) **Pre tested sample report :-**
 - a) Tenderer must test and upload the original copy of manufacturer's pre-tested sample report of "Umbrellas" as per given Annexure for TESTING PARAMETERS.
 - b) The date of pretesting shall be between the start date of the tender and End date of the tender.
 - c) The tenders received without pre-test report will not be considered.
 - d) If the sample report from the Govt./ Govt. approved /Govt.approved Laboratory OR private laboratory having NABL accreditation for testing of tender items is not found "satisfactory", i.e. Not found as per BMC specification and requirements, the tender shall be considered as Non responsive.

Note :- If the tenderer has not uploaded all the documents in Packet '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 documents asked **under short fall documents on mahatender portal.**
~~Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet 'B'.~~

NOTE 1: All the documents in Packet A and Packet B should be uploaded in P.D.F. Format only.

The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted by imposing penalty of Rs.2000 per document.

If the information of short documents (Packet A and Packet B as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or not uploaded the short documents /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 ~~5% of EMD will be forfeited~~ and their offer will be treated as non-responsive.

Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet 'A' and technical documents in Packet "B" are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

NOTE 2:-

- 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 bidder to provide the Correct e-mail address in the Annexure-1.
- All the communication regarding tender will be done on this E-mail Id only. Bidders will also make all Communication from Email ID Specified in Annexure-1 only. Any Communication received from other Email Id will not be considered as valid one during tender process if Email 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 on e-mail ID provided by the bidder in annexure 1. Bidder in return reply by e-mail has to upload self attested, signed, scanned copies of the documents asked for. No hard copy of documents will be accepted unless asked by

	<p>department.</p> <ul style="list-style-type: none"> • 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>If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall 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 the shortfall from the bidders end and their offer will be treated as Non responsive.</p> <p><u>Details of Litigation history.</u></p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history , DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
C)	<p><u>Packet - 'C'</u></p> <p>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. Evaluation shall be done item wise. Allotment of item shall be decided on the basis of lowest bidder of respective item.</p> <p><u>** All the documents uploaded in Packet 'A' & Packet 'C' should be digitally signed.**</u></p> <p><u>NOTE :</u></p> <p><u>a) While quoting the prices it must be inclusive of GST and all other taxes as applicable.</u></p> <p><u>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.</u></p> <p><u>2. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes /Duties/Cess other than GST, if any.</u></p> <p><u>3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment /recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the works/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.</u></p> <p><u>Further, all the provisions of GST Act will be applicable to the tender.</u></p>
4.	<p><u>Documents to be uploaded</u></p> <p>All required Original document or self Attested Photocopies of specific documents shall be scanned & uploaded.</p>

5.	<p>Procedure for the opening of the tender Packet</p> <p><u>Packet 'A' will</u> be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present.</p> <p><u>Packet 'B' will</u> be opened only if the administrative offer in Packet 'A' is acceptable.</p> <p><u>Packet 'C' will</u> be opened only if Administrative offer in Packet 'A' and technical offer in Packet 'B' is found acceptable. In case Administrative offer and technical offer in Packet 'A' and Packet " B" is found non acceptable or found incomplete the Packet 'C' will not be opened and offer will be kept out of consideration.</p> <p>The date and timing of opening of packet 'B' and 'C' will be intimated to the responsive Tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p> <p>The Tender samples will be taken from L1 bidder and will be compared with BMC specifications/samples. The tender samples submitted by the lowest bidder who is qualifying will be inspected by BMC representatives and are liable to be rejected if the submitted tender samples are not according to the approved store samples or do not conform to the specification prescribed.</p>
6.	<p>Authentication for documents</p> <p>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>Translation of certificates:-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>Sign and seal:</p> <p>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 proprietor of the said firm or authorised representative only.</p> <p>ii) If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.</p> <p>iii) If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.)</p>
9.	<p>Paying E.M.D.</p> <p>The tenderer shall have to pay EMD of Rs :- 36,800/- through on line payment only</p> <p><u>Note:-. No Exemption will be allowed for the tenderes having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.</u></p>
10.	<p>Refund of E.M.D.</p> <p>A) E.M.D. of L2 and other higher bidders (L-3,L-4 etc.) shall be refunded immediately after opening of financial bid.</p> <p>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.</p> <p>C) However in the case of successful tenderer,if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p style="text-align: center;">OR</p> <p>The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC.</p> <p>In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded</p>

	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 C.A.'s office.
11.	Pre-bid Meeting : Pre bid meeting will not be taken; however ,if the bidder has some queries or suggestions, it shall be submitted through email within 07 days from the date of start of online bid downloading .The queries /suggestions received after that date will not be entertained.
12.	Name of Partners:- 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.
13.	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 fill the tender separately under different names for the same contract. (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. (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. (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.
14.	Contract deposit value Successful tenderer shall have to pay a contract deposit @ 5% of 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 (Except IDBI Bank).- 'rbidocs.rbi.org.in/rdocs/publication/pdfs/84656.pdf' The Banker's Guarantee shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar (Except IDBI Bank) . The Banker's Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. The B.G. shall be retained 6 months after completion of contract period
15.	Execution of written contract 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 all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the Chief Accountant and/or Dy.Ch.E (C.P.D.) should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the 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>The signing of the contract from both the parties shall be done after issuance of Letter of Acceptance and before issuance of rate Circular.</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>Further A fine of Rs.5000 per day will be imposed for Maximum 15 days in 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.</p> <p>If Bidder fails to execute written Contract then tenderer shall be blacklisted. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16.	<u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.
17.	<u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
18.	<u>Variation in rate</u> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
19.	<u>Firm price</u> 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
20.	<u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
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>Bidders address</u> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per Annexure - 1.</u>
24.	<u>Scrutiny Fee:</u> <ul style="list-style-type: none"> • Scrutiny fee will be applicable instead of Tender Price. However, Tender scrutiny fee (as mentioned in the Header Data) should be paid by all bidders after opening of packet "A" & "B" and before opening of packet "C" at any of the CFC centers in BMC Ward offices by collecting challan for the same from expenditure section of Account Officer CPD of this office. • Bidders will submit the receipt of scrutiny fee paid to this office. • Bidders who fail to submit the receipt of scrutiny fee paid will be treated as non responsive.
25.	<u>Inspection Visit :-</u> (If Required)The lowest Bidder shall have to arrange the Industrial Visit at the manufacturing site of minimum two BMC's officers at bidder's expenses and should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.
26.	<u>Submission of Tender samples.</u> After opening of Commercial bid, Lowest tenderer must submit duly labelled & 1 sealed concern sample of <u>"Umbrella" having technical specification as per tender terms and</u>

	<p>conditions "within 7 working days from the date of intimation in the office of Dy. Chief Engineer (CPD), 566, N.M.Joshi Marg, Byculla(W), Mumbai-400 011, failing which it will be open to the department to consider the tender as Non-Responsive and EMD of the said tenderer will be forfeited.</p> <p>The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via email. No complaint for non-receipt of such intimation will be entertained.</p>
<p>27.</p>	<p><u>Supply Testing:-</u></p> <ol style="list-style-type: none"> 1) Sample from supply lot drawn on random basis, jointly by the representative of CPD, user Dept. and the representative of supplier for testing through any Central Govt.laboratory / State Govt. Laboratory / Govt.Approved laboratory or Private laboratory having NABL accreditation for testing of tender items. 2) Probability of sample testing should be :- <ol style="list-style-type: none"> (i) Three times during the one year contract period and (ii) Six times during the two years contract period. 3) If the test report of the supply lot is not found as per BMC specification, the supply shall be rejected and <ol style="list-style-type: none"> 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/batch no.,Mfg. date ad manufacturer name for his supply. 5) Test report of Government/Government approved laboratory / Lab having NABL accreditation, of supply sample sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard. 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 of item/material from the supply if destroyed in testing has to be replaced at free of cost by the supplier And follow up of it should be taken by User Dept. 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.
<p>28.</p>	<p><u>Contract</u></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p><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.</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>

29.	<p>Contract Postponement:- 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>
30.	<p>Acceptance of Tender The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. 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>
31.	<p>Acknowledging communications 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>
32.	<p>Jurisdiction of courts 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>
33.	<p>Taxes and Duties 1. <u>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.</u> 2. <u>Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes /Duties/Cess other than GST, if any.</u> 3. <u>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 works/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.</u> <u>Further, all the provisions of GST Act will be applicable to the tender..</u> <u>For compliance of the same, the bidder/tenderer shall upload the undertaking as per annexure A (in packet A)</u></p>
34.	<p>Order The user department will place the orders as and when required.</p>
35.	<p>Delivery The Tenderer should give free delivery to user Dept. within 30 days from the date of placing order. NOTE :- 1) The rates to be quoted in this tender shall be inclusive of GST and all other taxes as applicable. 2) Before making payment against the supply of material, the user department shall invariably verify payment receipts duly confirming the name of the Manufacturer/Supplier and description of the material supplied to BMC. 3) Marking: The Umbrella shall be marked with the following – a) Name/Brand/Logo of manufacturer b) BMC only c) Year of Manufacture.</p>
36.	<p>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.</p>

37.	<p>Information regarding payment <u>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.</u></p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.</p> <p>NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.</p> <p><u>NOTE :- The rates to be quoted in this tender shall be inclusive of all the taxes and duties as applicable.i.e.(GST and Other taxes.)</u></p>
38.	<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>
39.	<p><u>Penalty</u></p> <p>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 :-</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. 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. 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>
40.	<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>
41.	<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>

	ii) If it becomes responsive on the basis of submission of bogus certificate/ Information. OR iii) In case of non-supply /supply of substandard material.
42.	<u>Payment of legal and stationery charges.</u> These charges are to be paid by the successful bidder on issue of acceptance as per prevailing circular. <u>This charges can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u>
43.	<u>Stamp duty</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.
44.	<u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and 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'
45.	<u>Secrecy</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any 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.
46.	<u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises.
47.	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.
48.	BMC has formed a internal 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. This Internal 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 details of 'Grievance Redressal Committee' are given in Annexure- 9 However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.
49.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
50.	Tenderer Participating in this bidding process have to furnish the details as per annexure – 1
51.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
52.	<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 standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which shall include 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 aor execution of the said work shall be completed.
53.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall 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."</p> <p>Affidavit shall be uploaded in this respect as per Annexure -3.</p>
54.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
55.	<p><u>Tenderer must distinctly understand:</u></p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country</p>
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.	<p><u>Confidential Information</u></p> <p>The drawing, specification, 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 modification are affected by the contractors, such changes shall not be affect the title to the property and all the information, specification, drawings etc. including the improvement/ modification effected by the contractor shall continue to be the property of the BMC.</p>
58.	Product Name: Tenderer must state the brand name of the product, if any
59.	The Evaluation and thereafter the allotment of the Bidders will be done on the basis of lowest rate received.
60.	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.

7 .FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

8) Annexure -1
(Particulars about the tenderer)
(To be uploaded in PACKET A)
Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23 /TDR / AE-2 of 2023-24

Date:-.....

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

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

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

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

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

To

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

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 of Man Power referred to in the aforesaid documents, at the rate quoted for respective item in the item data in BOQ.
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 of 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:

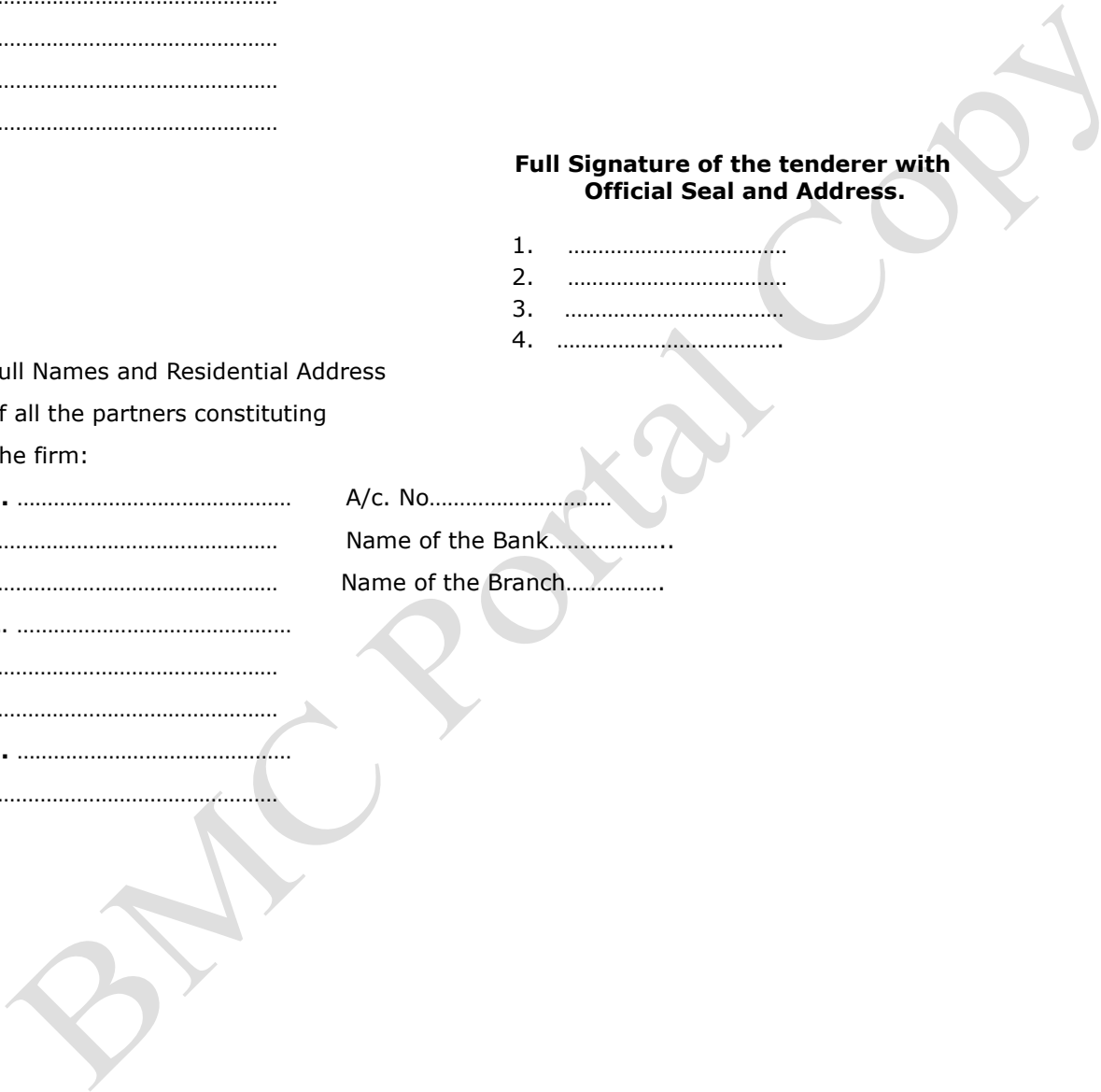
.....
.....
.....
.....

**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. | A/c. No..... |
| | Name of the Bank..... |
| | Name of the Branch..... |
| 2. | |
| | |
| | |
| 3. | |
| | |



10) Annexure – 3a
(Undertaking to be signed by the Bidders)

(To be uploaded in PACKET A)

Tender ID. 2024_MCGM_1027425_1

Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

8. I / We shall not sublet the work to any agency without prior approval of the BMC.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is approximate. I / We accept that the Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that-
I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either BMC. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by BMC. shall constitute a binding contract between me / us and BMC.
14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.
15. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
16. I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

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

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

OR

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

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

OR

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

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

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

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

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

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

19. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC.** the as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full quality control over **SUPPLY OF "UMBRELLAS" FOR VARIOUS DEPT OF BMC.** as mentioned in the tender & in accordance with the specifications therein.

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

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

yours faithfully,

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

Signature of Tenderer
Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

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

BMC Portal Copy

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

Tender No. :
Due Date:

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

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

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

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

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

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

yours faithfully,

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

WITNESS:

(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.

12) Annexure – 4 a

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E/CPD/23/TDR/AE-2 of 2023-24

Date:-.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

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

2) Scanned copy of Original letter shall be uploaded.

13) Annexure-4 b

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

Note:

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

2) Scanned copy of Original letter shall be uploaded.

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

1. We, M/s _____ are authorized distributor/dealer/agent of M/s _____ (name of manufacturer)

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

Note:

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

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

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

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

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

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

NOTE:

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

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date: -.....

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

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

Order placed by (Full address of Purchase/ Consignee)	Description and quantity of ordered goods and services	(attached 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.

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

No. _____

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

Date:-.....

No. _____

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

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

Tender ID. **2024_MCGM_1027425_1**
Dy. Ch E / CPD/23/TDR / AE-2 of 2023-24

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 quantity in the tender is approximate. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.

7. Penalty for Inferior Supply

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

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

8. Replacement of Rejected Materials Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed 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 analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

11. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

12. Articles can be brought from elsewhere

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

13. Submission of Bill

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

14. Monetary dealings with the Municipal Employees

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

15. Breach of Contract

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

16. Dissolution of the Contract

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

17. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between Dy. Ch. Eng(CPD) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weightment 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 any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any 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.....
.....
.....

Deputy Municipal
Commissioner (C.P.D.)

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

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

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

Witness
.....



* Contract examined with the Tender and the resolution of 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.)

**20. Annexure – 9
(To be uploaded In PACKET A)**

Internal Grievance Redressal Mechanism

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/TDR/23/AE-2 of 2023-24

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

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

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

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

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

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

1st Appeal by the bidder against the decision of C.E/ 110D/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

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

Grievance Redressal Committee (GRC) is headed by concerned D.M.C Director of particular department for the first appeal! grievances by the bidder against the decision for responsiveness /

non- responsiveness in Packet 'A', Packet 'B' or Packet "C" and if not satisfied, concerned A.M.C will take decision as per second appeal made by the bidder

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

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

21) Annexure – 10
(Declaration by the tenderer regarding the items quoted)
(To be uploaded In PACKET A)

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/TDR/ 23 /AE-2 of 2024-25

Sr. No.	Item Description	Whether Quoted	HSN Code	GST % (IGST / SGST /CGST %)
1	Gents Umbrella Folding (Auto opening)			
2	Ladies Umbrella Folding (Auto opening)			

This annexure -10 shall be submitted in packet "A".

Tenderer's Full Signature
With Full Name & Rubber Stamp

22) Annexure – 12

DETAILS OF LITIGATION HISTORY

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/TDR/ 23 /AE-2 of 2023-24

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 in Packet B)

23. ANNEXURE – 13

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/TDR/ 23 /AE-2 of 2023-24

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder and his Manufacturer)

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

Or

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

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

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

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

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

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

Tender ID. 2024_MCGM_1027425_1
Dy. Ch E / CPD/ 23 /TDR / AE-2 of 2023-24

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

3. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
4. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
5. 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.
6. 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

DEPONANT
BEFORE ME

This day of

Interpreted Explained and identified by me.

Item No.	Description of the Items	Quantity in Nos.
1	Gents Umbrellas Folding (Auto Opening)	5800
	Stag Brand	
	Sahakar Brand	
	Motherland Brand	
	Elephant Brand	
	Citigold Brand	
	Sun Brand	
	Fendo Brand	
2	Ladies Umbrellas Folding (Auto Opening)	2189
	Stag Brand	
	Sahakar Brand	
	Motherland Brand	

25. Descriptions and Technical Specifications of Cloth Dongari to various department of BMC & Details of the Item Data. Tender ID. 2024_MCGM_1027425_1

	Elephant Brand	
	Citigold Brand	
	Sun Brand	
	Fendo Brand	

26. ANNEXURE FOR TESTING PARAMETERS
Tender ID. 2024_MCGM_1027425_1

Descriptions and Technical Specification of Umbrella

Item No.	Item Description & ANNEXURE FOR TESTING PARAMETER OF UMBRELLAS
1	<p>Gents Umbrellas Folding (Auto opening) : Having size 24" x 8 ribs with outer and inner steel tube with a curve/ round handle for grip. The tube should be provided with Runner & stretched Ribs firmly stitches to the cloth. The latch is to be provided below the runner when pushed helps to close the umbrella. A ferrule made up of tin plate or plastic and washer below the ferrule should be provided on the top of umbrella to avoid leakage from the top of umbrella. A chandwa made up of plastic or cloth should be provided on the top of inner tube in centre firmly attached with cloth. A strap is to be stitched with press button which helps to fold umbrella.</p> <p>The umbrella cloth shall be of black in color of superior quality water repellent fabric of nylon waterproof cloth with Polyurethane (PU) or Polyvinylchloride (PVC) coating. The end should be 110 +10% and picks should be 80 +10% per 25mm. the value 80 min. 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 packed in a corrugated box at the</p>

	time of supply.
2	<p>Ladies Umbrellas Folding (Auto opening): Having size 23" x 8 ribs with outer and inner steel tube with a curve/ round handle for grip. The tube should be provided with Runner & stretched Ribs firmly stitches to the cloth. The latch is to be provided below the runner when pushed helps to close the umbrella. A ferrule made up of tin plate or plastic and washer below the ferrule should be provided on the top of umbrella to avoid leakage from the top of umbrella. A chandwa made up of plastic or cloth should be provided on the top of inner tube in centre firmly attached with cloth. A strap is to be stitched with press button which helps to fold umbrella.</p> <p>The umbrella cloth shall be of superior quality water repellent fabric of nylon waterproof cloth with various assorted prints & colour with Polyurethane (PU) or Polyvinylchloride (PVC) coating. The end should be 110 +10% and picks should be 80 +10% per 25mm. the value 80 min. 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 packed in a corrugated box at the time of supply.</p>

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