

MUNICIPAL CORPORATION OF GREATER MUMBAL
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL, SION
e-BID/Mahatender

Office of the Dean,
L.T.M.G.Hospital&
L.T.M.M. College,
Sion, Mumbai- 400 022

Sub : Mahatender for supply of approx. 21400 NOS. PLASTIC DRAPE 150X140CM 100GGE
to various wards in L.T.M.G. Hospital.

Gentleman,

The Dean, L.T.M.G. Hospital, Sion, on behalf of Municipal Commissioner invites mahatender for the work specified in subject above.

If you have all or any item in stock OR are in capacity to carry out the work then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Mahatender need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Mahatender opening when the relevant details will be read out.

SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF MCGM

1. Earnest Money :

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through MCGM's SRM Portal along with the submission of the bid online.

If during the Bid/Mahatender's validity period, the Bidder withdraws his Bid/Mahatender, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/Mahatender/s for further works of the Municipal Corporation of Greater Mumbai.

The successful Bid/Mahatender's Earnest Money will be retained as security till the completion of the work.

2. Submission of Bid/Mahatender Online :

As MCGM switched to E-Bidding, all the references in respect to traditional bidding three packet process like packets A, B, C etc may please be ignored, if found any. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.

The document/s available in "*MCGM documents*" folder of the respective E- Mahatender on MCGM portal, is/are part of Mahatender, unless stated otherwise in the Mahatender document.

Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the Mahatender as well as confirmation of the bid/s offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.

All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e Mahatender/Biding to procure digital signature certificate, which can be obtained from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

Prices quoted shall be firm and no variation shall be allowed on any account. In the event that prices for some items specified on lump-sum basis, where unit price/s are required, the Corporation reserves the rights to evaluate unit price/s on the basis of the given lump-sum price/s.

Queries relevant to the Mahatender documents shall be immediately informed to concerned help desk.

3. Submission of the Bid/s :

The e-Mahatender shall be submitted in packets/folders i.e. Technical Bid / Documents in folder “*Bidder Documents - Packet 'A & B'*”, while price/rates/commercial offer in “Item Data” online. Upload the e-Mahatender (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named “Bidders Documents”. System will prompt for digital signature certificate while uploading these documents.

4. Packet Bid System:

In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Mahatender i.e. eligibility criteria / pre-qualifying criteria etc. bid documents in Packet/Folder 'A cum B' & commercial bid/rate in “*Item Data*”/ “*Packet C*”. All the packets/folders shall be filled as follows ‘

4.1) Folder for “Bidder Documents – Packet A & B”

PACKET “A” (Eligibility criteria) :-

Bidder shall submit the documents for compliance of eligibility criteria / pre-qualifying criteria, specified if any.

- 1) **PLASTIC DRAPE** size should be **150X140CM 100GGE**.
- 2) **The bidder found responsive in packet “A”& packet “B” shall submit the sample within 03 working days after the opening of packet “A”& packet “B”. The sample must be proper seal in envelop & all details of Co. Batch No., Mfg. date, expiry date, must be submitted along with the companies valid test report, sample submitted without a valid test report will not be accepted and ONLY FOR MCGM USE should be written on).**
- 3) **EMD & Tender fees should be paid online on or before of the due date & time. (As per Circular no CA/FRG/07/DTD.0409.2025. The Micro, small & medium Enterprises registered under the MSMED act,2006 are exempted from paying tender forms fees and Earnest Money Deposits, Including, 241products reserved under the scheme exclusively for Micro, Small & Medium Enterprises under MSMED Act,2006).**
- 4) Supply should be as per sample submitted prior to due date of e-Mahatender & within 30 days form digitally release of Purchase Order.
- 5) Supply within 30 days form issue of Purchase order.
- 6) Bidders Pan Document.
- 7) Bidders e-mail id & mobile no. on letter head of the company.

PACKET “B” (Technical Bid) :- Packet “B” shall contain following documents ;

- (1) Upload the “PAN Document” as follows.
 - 3.1) Bidder should scan and upload his own “PAN Card” in case of Retailer/Dealer/Supplier/Distributor, etc.
 - 3.2) In case of Company or firm the Bidder should scan and upload ;
 - (3.2.1) ‘PAN’ Card of proprietor in case of proprietary or ownership firm.
 - (3.2.2) ‘PAN’ Card of a company in case of private limited Co.
 - (3.2.3) ‘PAN’ Card of a firm in case of partnership Firm.
 - (3.2.4) The Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/The Maharashtra Co.op.Societies Registration Act 1960

(whichever is applicable) has to scan and upload the PAN Card of Sansthas/Society or Trust only.

- 3.3) However, in case of public limited companies, semi-govt. undertakings, govt. undertaking, no 'PAN' documents will be insisted.
- 2) e- Bid/Mahatender document except Schedule of quantities & rates.
 - 3) Certified copies of documents specified in the e-Bid/mahatender document.
 - 4) Certified documents in concerned with specified Pre-qualification or Eligibility criteria.

4.2) ITEM DATA (i.e. Commercial Bid):- It shall contain the following documents ;

- a) Fill the rate/s as per type of Bid/Mahatender/bid i.e. 'Item rate bidding' in section named ITEM DATA of said online E-Bid/Mahatender.

LEGAL + STATIONARY CHARGES (AS PER APPLICABLE CIRCULAR IN FORCE)

Successful Mahatenderer shall pay the Legal Charges +Stationary charges as per Circular no 26206 dt.31.08.2023.

Sr.No.	Contract Value in Rs.	Legal & Stationary charges in Rs.
1	Up to 50,000/-	Nil
2	50,001 to 1,00,00,000/-	कंत्राट किमतीच्या ०.१०% दराने (अशी देणारी रक्कम पुढील शंभाराच्या पटीत परावर्तीत करणे या सापेक्ष) अधिक १८% दराने वस्तू व सेवाकर (किमान रु. १०००/ अधिक वस्तू व सेवाकर आणि कमाल रु. १००००/- अधिक वस्तू व सेवाकर)

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

5. Opening of Bid/Mahatender :-

Authorized representative may attend the Bid/Mahatender opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e. Commercial Bid will be opened.

6. Filling up the Bid/Mahatender :-

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the MCGM portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-Bid/Mahatender is opened and/or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate "Deviation sheet", which if found not-filled / blank, shall be considered as "No Deviation"

7. Rates / Prices :-

Rate/s OR Percentage shall be filled only in "ITEM DATA" section of e-Bid/Mahatender. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Mahatender having more than one alternative rate/s for the any item, shall be liable for rejection.

8. Conditional Bid/Mahatender rates :

Bid/Mahatender/s containing contradictory onerous and vague Stipulation and hedging conditions such as “subject to prior sale”, “Offer subject to confirmation at the time of order”, “Rates subject to market fluctuations”, etc. are liable to be rejected.

9. Digital Signing of e-Bid/Mahatender Document :

Bidders are requested to sign the e-Bid/Mahatender form, specifications and schedule of Quantities and Rates and relevant documents etc. after making appropriate entries wherever necessary. If the e-Bid/Mahatender is made by an individual it shall be signed with his full name above his current address.

If the e-Bid/Mahatender is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the e-Bid/Mahatender is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Mahatender/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Mahatender.

If the e-Bid/Mahatender is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Mahatender in which case a certified copy of the power of Attorney shall accompany the Bid/Mahatender. Such limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

If the e-Bid/Mahatender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid/Mahatender, shall be furnished along with the Bid/Mahatender.

10. Modifications of Documents :

Modification/s of specifications and/or extension of the closing date of the e-Bid/Mahatender if required, will be made by an addendum, which will be published online on MCGM portal. These shall be digitally signed and shall form a part of the e-Bid/Mahatender.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

11. Taxes and Duties on material :

G.S.T. and other state levies / cess which are not subsumed under GST will be applicable. The tenderer shall be quote rate/s inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of nay Taxes & Duties.

Wherever the Services to be provided by the Mahatenderer falls under **Reverse Charge Mechanism**, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.

Rates accepted by MCGM 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.

12. Evaluation of Bid/Mahatender :

In comparing Bid/Mahatenders, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the Bidder's capacity to perform vis-à-vis the time of completion, apart from the prices offered.

13. Payment Terms :

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/ invoice.

14. Validity :

The Bid/Mahatender shall remain firm and valid at least for 180 days i.e.it will be valid up to 180 days from the date of opening the Bid/Mahatender.

15. Completion / Delivery period :

The period of delivery of article or completion of work shall be 30 Days/~~Weeks~~ from the date of receipt of work order including that day.

16. Penalty :

1) For failure to comply with the order placed for work / supply of the articles within the stipulated period a penalty equivalent to ½ % per day or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10 % of the contract sum.

Penalty for Delay in submission of Bills :

If the contractor fails to submit their bills to concerned executing department for the completed work / running bill within 30 days, penalty or action as shown below will be taken for each delayed bill.

1	After 30 days from the date of completion / running bill upto certain date, upto next 15 days i.e. upto 30 days.	Equal to 5% of bill amount.
2	Next 30 days upto 45 days from the date of completion / running bill upto specified date.	Equal to 10% of bill amount.
3	If not submitted within 45 days from date of completion / R.A. Bill.	Bill will not be admitted for payment.

17. GENERAL CONDITIONS OF THE CONTRACT :-

- The Bidder shall include all GST, taxes, duties, and levies. No charges will be paid extra due to ignorance on the part of the Bidder.
- Supply within 30 days form digitally release of Purchase Order form sap system.
- Bidders should upload Pan documents.
- Bidders e-mail id & mobile No.on letter head of the company.
- As per the circular no. काअ/सवनो/१०.०६.२०१४ mahatenderer should upload undertaking cum Indemnity Bond of Rs.200/- if cost of supply exceeds Rs.50000/- then only successful Tenderer should submit agreement of Rs.500/- in draft format which is available in linen store department.
- Duly filled **CONTRACT AGREEMRNT FORM** (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.

SD/-
Dy. Dean
L.T.M.G. Hospital, Sion

ANNEXURE

(to be submitted on Stamp paper / Franking of Rs.500/-for successful mahatenderer)

**MUNICIPAL CORPORATION OF GREATER MUMBAI
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL**

CONTRACT AGREEMENT FORM

Tender/Quotation _____ Dated _____ Director (M.E.&M.H.) sanction
/Addl. Municipal Commissioner (WS) _____ / PO
NO _____ dt _____, Contract for the work of supply
of _____ is agreement made
this day of _____ between inhabitants of
_____ carrying on business at

_____ under the style and name of messers. _____ (hereinafter called "the Contractor") of the one part and Shri. _____ The Hon. Municipal Commissioner (Hereinafter called "The Commissioner" in which expressions are included, unless the inclusion is inconsistency with the context or meaning thereof his successor or successors for the time being holding the office of the Commissioner of second part and the Municipal Corporation of Brihanmumbai (hereinafter called "the Corporation") of the third part WHEREAS the contractor has tendered for the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation) NOW THIS AGREEMENT WITNESS as follows :-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for Works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read construed as part of this agreement viz.
 - a) The said Tender and letter of acceptance
 - b) The specifications
 - c) The Conditions of Contract
 - d) The appendices
 - e) The schedule of prices
 - f) The Performance Security
 - g) Instructions to tenderers

- 3) In consideration of the payment to be made by the Commissioner to hereby convent with the commissioner to carry out the work _____ inconformly in all respects with the provisions the contract.
- 4) The Commissioner hereby convent to pay to the Contractor in considereation carrying out the work of _____, the contract price ar times in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereuntiaffixed(for have hereunto set their respective hands and seal the day and year above written.

Signed and delivered by the contractor _____

_____ in the presence of & style of

Full name _____

Address _____

in the presence of

The common seal of the Municipal Corporation of Brihan Mumbai was hereunto affixed to the _____

_____ 20__

in the presence of two members of the standing committee of the corporation.

and in the presence of the Municipal Secretary

Trading under the name
Contractors.

DEAN
L.T.M.G.HOSPITAL

1. _____

2. _____

Municipal Secretary