BRIHANMUMBAI MUNICIPAL CORPORATION

Municipal Printing Press

546, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011

TENDER DOCUMENT FOR Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold Embossing to BMC

FOR

B.M.C

MUMBAI

Office of Municipal Printing Press

546, N.M.Joshi Marg,

Byculla (West), Mumbai – 400 011

SE (MMP) Dy Manager Manager

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SECTION 1. E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
MUNICIPAL PRINTING PRESS
546, N.M. JOSHI MARG, MUMBAI - 400 011.

E-PROCUREMENT TENDER NOTICE
GEM/2026/
No. MMP/ 6029 /SP Date: 05.11.2026

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

Bidders who wish to participate in this bidding process must register on the website https://gem.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id.
For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)

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

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

Sr. No.	**Description**	**Tender fees ((₹)**	**EMD** (₹)	**Start date & Time for online Bid Downloading**	**End date & Time for online Bid Submission**
1	Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold Embossing to BMC	Rs. 1600 /- Rs. 288/- (18 %GST) **Rs. 1888/-**	**Rs.14700/-**	**As given in GeM portal**	**As given in GeM portal**

~~The pre-bid meeting will be held **on . . 2026at pm, venue of the same is at Manager, Municipal Printing Press 546, N M Joshi Marg, Cement Godown building, 2nd floor, Near bakri adda, Byculla (West) Mumbai – 400 011** The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have authorization letter to attend the pre-bid meeting**.~~ The Tender document is available on BMC portal (https://portal.mcgm.gov.in) along with this Tender notice. However, the bid will be invited through GeM portal only (https://GeM.gov.in).

Payment of Tender Fee:-

[A] Tender fee (as mentioned in the Header Data) should be paid ~~online on Government e-Marketplace portal (https://gem.gov.in) OR~~ in DD Format after the end date of the tender and before opening of Technical packet of tender. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted within three working days from opening of Technical packet of tender, failing to which their offer will be treated as non-responsive.

Bidder shall note that Tender fee paid is not refundable. Bidder shall also upload receipt of tender fee in Technical packet. Bidder who fails to pay Tender fees will be treated as non responsive.

~~BMC Account details for online Payment of Tender Fee are as follows:~~

~~**Beneficiary Name**~~	~~Brihanmumbai Municipal Corporation~~
~~**Account Number**~~	~~35271335245~~
~~**IFSC Code**~~	~~SBIN0000300~~
~~**Bank Name**~~	~~State Bank Of India~~
~~**Branch address**~~	~~Mumbai Main Branch (00300)~~

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

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

Note:-

1)The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under

Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount online, failing to pay full tender Fee amount, liable for rejection of tender.

2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.

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

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

[A] For General Bidder:-

EMD (as mentioned in the Header Data) should be paid ~~online on Government e-Marketplace portal (https://gem.gov.in) OR~~ in DD Format within three days from opening of Technical packet of tender.

Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted within three working days from opening of Technical packet of tender, failing to which their offer will be treated as non-responsive.

~~BMC Account details for online EMD Payment are as follows:~~

~~**Beneficiary Name**~~	~~Brihanmumbai Municipal Corporation~~
~~**Account Number**~~	~~35271335245~~
~~**IFSC Code**~~	~~SBIN0000300~~
~~**Bank Name**~~	~~State Bank Of India~~
~~**Branch address**~~	~~Mumbai Main Branch(00300)~~

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

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

Note:-

1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online/offline, Failing to pay of full EMD amount liable for rejection of tender.

2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.

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

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

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

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

Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and GeM portal only. No corrigendum will be published in the local newspapers.
Instructions to bidder- All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail.

By Order of the

Dy Municipal Commissioner
Brihan mumbai

(Gardens)
Municipal Corporation

SD/-
Manager,
Municipal Printing Press

For detailed tender document please scroll down :-

SECTION 2. HEADER DATA

E-Tender No.	**GEM/2026/B/8290676**
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold Embossing to BMC
Estimated Cost	--
Tender fee of E-Tender	Rs.1600/- + Rs.288/- (18%GST) =Rs.1888/- in DD format
Earnest Money Deposit	Rs.14700/- in DD format

Pre Bid Meeting	--
End Date and Time of Bid Submission	As mentioned in https://gem.gov.in
End date & time for receipt of EMD	
Opening of Packet A Administrative Bid	
Opening of Packet B Technical Bid	
Opening of Packet C Financial Bid	
Address for Communication	Manager, Municipal Printing Press 546, N M Joshi Marg, Cement Godown building, 2nd floor, Near bakri adda, Byculla (West) Mumbai – 400 011
Email Address	manager.mpp@mcgm.gov.in
Venue for opening of bid	Same as above

This tender document is not transferable

BRIHANMUMBAI MUNICIPAL CORPORATION
MUNICIPAL PRINTING PRESS
546, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011

SECTION 3. PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender from bidder/manufacturer to Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold Embossing to BMC.as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

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

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

15.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
16.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the covers provided for this purpose and commercial bid need to be filled online.
17.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
18.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).

SPECIAL NOTE:

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in **https://gem.gov.in/training/training_module**

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

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

SECTION 6 : GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the "General Instructions to Tenderers", the "Mandatory conditions", all "Annexures", "Articles of Agreement" carefully, wherein the tender conditions and contract conditions are clearly mentioned.		
1.	**Eligibility Criteria**	
	A.	**The Firms who is having their own binding unit may quote their offer. Offers received from canvasser will be kept outright.**
	B.	**Turnover :-** The Average annual turnover of the bidder during last three financial years shall be Minimum **Rs.2.54 Lakh** Bidder shall submit the turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant with UDIN NO. shall be uploaded in support of turnover in PACKET A
	C.	**Experience :-** The Bidder shall have following experience of having successfully completed the similar nature of services during last **five** years prior to due date of the tender. i) Three similar completed works each costing not less than **Rs. 1.46 lakh** OR ii) Two similar completed works each costing not less than **Rs. 1.82 lakh** OR iii) One similar completed work each costing not less than **Rs. 2.91 lakh** Bidder shall provide certified copies of Executed Purchase Orders along with satisfactory completion certificates in support of the experience as provided in this clause. Experience certificate in respect of supply should be from any State Govt./ Central Govt. or their undertaking/ semi Government, Local Bodies. Similar experience means bidder has to given services/ Item/material mentioned in the BOQ/Item Data of this tender. Annexure -5) Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5a & 5 b)
	D.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in Technical Packet.
	E.	**Details of Litigation History** i) The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. ii) 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. iii) In case there is litigation history, litigation History must cover in Annexure-

		12 .Any action of blacklisting, debarring, banning, suspension, de-registration 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, de-registration 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 (Gardens) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.	
	F.	All tenderer must disclose the names of their partners, if any in the particular contract.		
		i.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.	
		ii.	If it is found that firms as described in clause E-i have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.	
		iii.	If it is found that closely related persons as in clause E-ii have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-E(i) including similar action against the firms/ establishments concerned.	
		iv.	Any tenderer failing to disclose information as indicated in E-i to iii, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments	
2.	**Extension:-** The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.			
3.	**Amendment to tender documents** Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and/or on the portal of BMC and GeM portal. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Technical Packet.			
4.	The tenderer shall offer the best prices for the subject supply/work/ services as per the present market rates and that the bidder should not have offered less prices for the subject supply/work /services to any other outside agencies including Govt./Semi Govt.			

	agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." **Affidavit shall be uploaded in this respect as per annexure –3a.**
5.	Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
6.	**Validity** The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
7.	**Payment of E.M.D.(Earnest Money Deposit):-** **[A] For General Bidder:-** EMD (as mentioned in the Header Data) should be paid ~~online on Government e-Marketplace portal (https://gem.gov.in) OR~~ in DD Format within three days from opening of Technical packet of tender. **Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted within three working days from opening of Technical packet of tender, failing to which their offer will be treated as non-responsive.** ~~BMC Account details for online EMD Payment are as follows:~~

~~**Beneficiary Name**~~	~~Brihanmumbai Municipal Corporation~~
~~**Account Number**~~	~~35271335245~~
~~**IFSC Code**~~	~~SBIN0000300~~
~~**Bank Name**~~	~~State Bank Of India~~
~~**Branch address**~~	~~Mumbai Main Branch (00300)~~

[B] For MSME Registered Bidder:-

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

Note:-

1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online/offline, Failing to pay of full EMD amount liable for rejection of tender.

2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in

	tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender. 3)The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender. **Note: MSME- registered bidders seeking exemption from payment of Earnest Money Deposit (EMD) must ensure that the relevant goods/services specified in the BOQ are duly covered under their MSME / Udyam Registration Certificate. If the relevant goods/services are not included in the registration certificate, the bidder shall not be eligible for EMD exemption and shall be required to pay the prescribed EMD amount.** **No claim or objection regarding non-qualification of the tender on this ground shall be entertained at a later stage.**
8.	**Refund of E.M.D.** i) Except successful bidder all other unsuccessful bidders EMD paid ~~online~~ will be refunded automatically as per GeM procedure. ii) The bid security of successful bidder will be discharged when bidder has signed and submitted all the documents for execution of contract along with the required security deposit, stamp duties, legal and stationary charges, etc. and after the receipt of confirmation letter of the Bank issuing this BG and duly verification of the same along with contract documents by C.A.'s office.
9.	**Forfeiture of Entire EMD** 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or Furnish the required Security Deposits stamp duties and legal and stationery charges etc. 3. In the case of a successful Bidder produce forged, bogus, incorrect documents in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'
10.	**Firm price** The prices quoted shall be firm and no variation will be allowed on any account whatsoever. Rates accepted by BMC are inclusive of taxes and duties applicable.
11.	**Payment of Tender Fee:-** **[A] For General Bidder:-** **Tender fee (as mentioned in the Header Data) should be paid ~~online on Government e-Marketplace portal (https://gem.gov.in) OR~~ in DD Format after the end date of the tender and before opening of Technical packet of tender. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted within three working days from opening of Technical packet of tender, failing to which their offer will be treated as non-responsive.** **Bidder shall note that Tender fee paid is not refundable. Bidder shall also upload receipt of tender fee in Technical packet. Bidder who fails to pay Tender fees will be treated as non responsive.** ~~BMC Account details for online Payment of Tender Fee are as follows:~~

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Note:-

1)The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount online, failing to pay full tender Fee amount, liable for rejection of tender.

2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.

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

Note: MSME- registered bidders seeking exemption from payment of Tender Fee must ensure that the relevant goods/services specified in the BOQ are duly covered under their MSME / Udyam Registration Certificate. If the relevant goods/services are not included in the registration certificate, the bidder shall not be eligible for Tender fee exemption and shall be required to pay the prescribed Tender fee amount.

No claim or objection regarding non-qualification of the tender on this ground shall be entertained at a later stage

12.	**Acknowledging communications** Every communication from the Manager, Municipal Printing Press, Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
13.	**Where and how to submit the tender** (Refer **Section 4** : Instructions to Tenderer participating in e-Tendering and **Section 5**- Flow of activities of Tender) The e-Tendering process of BMC is enabled through GeM portal 'https://Gemgov.in. The bid should be submitted online through website https://Gemgov.in..in in two Packets system i.e. Administrative / Technical Bid (Packet A), & Commercial Bid (Packet C) along with EMD. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same. Deadline for submission of bid – as per schedule mentioned in tender notice.
14.	**Documents to be uploaded** All required Original document and self Attested Photocopies of specific documents shall be scanned & uploaded.

15.	**<u>Authentication for documents</u>** The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., For General Bidder :- The tenderer shall be rejected and the tender deposit shall be forfeited. For MSME registered Bidder :- The tenderer shall be rejected and the firm/company will be debarred from participating in tender for next one tender cycle, if participated their offer will be treated non-responsive out rightly. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred there of.
16.	**<u>Translation of certificates:-</u>**If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
17.	**<u>Sign and seal</u>:** **Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.** 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. ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only. iii) If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.)
18.	**<u>Power of Attorney (POA):</u>** Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note –
	(a) The Registered Power of Attorney (if any) will be accepted. (b) If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.
	If Tender is awarded and Contract Documents are signed by POA Holder then at time contract POA is to be registered at the Office of Chief Accountant (B.M.C.)
19.	**<u>Unconditional offer:-</u>**Tenderers shall quote a firm & unconditional offer**. <u>Conditional offers shall not be considered and shall be treated as non-responsive</u>**. Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
20.	**<u>Variation in rate</u>** Tenderers shall fill in the tender carefully after noting the items and its specifications.No variation in rates etc. shall be allowed on any grounds such as clerical mistake,

	misunderstanding etc. after the tender has been submitted.			
21.	**<u>Contradictory Clause in tender</u>** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.			
22.	**<u>Alternative clauses in tender.</u>** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected			
23.	**<u>Rejection:-</u>** The tender may be considered incomplete, irregular, invalid and liable to be rejected If			
	a)	The tenderer stipulates own condition /conditions,		
	b)	Does not fill & sign the Tender Form incorporated in the Tender,		
	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication		
	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;		
	e)	The Goods / services offered are not eligible as per the provision of the tender		
	f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.		
	g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.		
	h)	Stipulated validity period less than 180 days.		
	i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.		
	j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:		
			1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
			2)	Record for poor performance such as non-supply of allotted material / services not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
24.	**<u>Bidders address</u>** 35/17 The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per Annexure - 1. 35/17 Tenderer Participating in this bidding process have to furnish the details as per annexure – 1.			
25.	**<u>The two cover system</u>** The tenderer should upload tender in two cover system as below			
	i.	The tenderer should upload tender in two cover (Packets) system as below, so as to		

		have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.
	ii.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
	iii.	All the documents should be strictly uploaded in P.D.F. format
	iv.	If the tenderer has not uploaded all the required and necessary documents as prescribed in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on GeM portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on GeM Portal within 7 days (including weekly & other holidays) from the date of intimation.
	v.	The documents which are uploaded Fee/Prequal packet 'A' /Technical Bid Cover 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 Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' the same will be accepted. If the information of short documents (Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive. .
	vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure-1. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
	vii.	The tenderer shall not disclose / quote the rate of the items in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' (Bill of Entry,Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not marked will not be accepted and item will be considered Non Responsive
	viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
	ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
	x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	x	All addendums /corrigendum shall be uploaded along with tender document.

	I	**Technical packet contains following documents:-**	
	I)	The following Documents shall be submitted in the Technical Packet:-	
		1.	Scanned copy of ~~online~~ paid EMD and Tender fee
		2.	Particulars about the Tenderer **(Annexure –1)**
		3.	Tender form **(Annexure -2)**
		4.	Undertaking to be signed by the Tenderer **(Annexure-3a)**
		5.	Undertaking to be signed by the Manufacturer **(Annexure 3b)** if Bidders is Authorized Dealer/ Distributer/agent of the Manufacturer
		6.	Authorization letter for attending tender opening **(Annexure-6)**
		7.	Authorization letter of authorized representative for downloading and uploading tender on the letter of bidder with stamp & signature. **(Annexure-7)**
		8.	Draft Articles of Agreement **(Annexure 8)**
		9.	Internal Grievance redressal mechanism **(Annexure –09)**
		10 .___	Declaration of Items Quoted on letter head of the Bidder.(**Annexure- 10)**
		11 .___	Tender document.(except Annexure) and digitally signed addendum/corrigendum/clarification, if any.
		12 .___	**Firm/Company/Sanstha Registration Certificates**. i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of Latest Partnership Deed in case of Partnership firm iv) Valid MSME Registration Certificate
		13 .___	**Solvency certificate** : The tenderer should upload solvency certificate for minimum of **Rs.15 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.
		14 .___	**GST Registration Certificate (as applicable).**
		15 .___	**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.**

		16.___	**Registered Micro & Small Manufacturers & Suppliers** The bidders availing tender fee & EMD relaxation, shall submit registration certificate of MSME minimum two years old i.e. before 01.10.2023.
		17.___	C.A.'s Certificate for turnover with UDIN no.of the tenderer.
		18.___	**Agreement of integrity Pact as per Annexure- 11.(**Duly signed and stamped on Rs.500/- stamp paper duly notarized)
		19.___	Details of criminal cases history Declaration shall be submitted by the tenderer (manufacturer) on Rs.500/-stamp paper **(Annexure 13)**
		20.___	Irrevocable undertaking Rs.500/- stamp paper (**Annexure-A**)
		21.___	Undertaking cum Indemnity Bond (**Annexure 14)**.
		22.	**Annexure- 4a,4b and 4 c** (whichever is applicable).
		23.	Manufacturer's valid registration certificates required for manufacturing the items for which tender is quoted If applicable.
		24.	Past performance/ experience certificate. (Annexure –5a and or 5 b) Past Performance or Experience Certificate should be in the name of Bidder.
		25.	Details Of Litigation History (**Annexure-12**)
		26.	Undertaking for per day capacity of 6000 metal Strip Tipping work for BMC only.
		27.	Undertaking for confidentiality of work maintaining.
	II)		**Commercial Bid (Packet – 'C')** The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. The BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only. Packet 'C' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab. **The Evaluation and thereafter the allotment of the Bidders will be done overall cost of the work ~~Item wise~~ on the basis of lowest ~~item wise~~ rate received (inclusive of all taxes and duties).** ** All the price quoted should be inclusive of all taxes and duties. All Duties, levies, Cess etc. The rate quoted will be taken into consideration for evaluation and price comparisons.**
26.			**Taxes and Duties** 1. **While quoting the prices it must be inclusive of GST** and all other taxes as applicable. i.e G.S.T. and other state levies/cess which are not subsumed under GST will be applicable . The tenderer shall quote the rates inclusive of all taxes applicable at the time of bid submission. It is clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. whenever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST but inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment/recovery for overall market situation shall be made

	as per price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the Provision of GST act. 4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. Further, all the provisions of GST Act will be applicable to the tender.	
27.	~~**Pre-bid Meeting** :~~ ~~The prospective tenderer(s) should submit their suggestions/observations **Manager, Municipal Printing Press 546, N M Joshi Marg, Cement Godown building, 2nd floor, Near bakri adda, Byculla (West) Mumbai – 400 011** if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.~~ ~~Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.~~	
28.	**Procedure for the opening of the tender Packet** Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Packet 'C' will be opened only if the administrative & technical offer in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' is acceptable. In case the administrative and technical offer in Packet Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' is found not acceptable or found incomplete and those who fails to pay applicable EMD, Tender fee then Packet 'C' will not be opened and offer will be kept out of consideration. The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via mail. No complaint for non receipt of such intimation will be entertained.	
29.	~~**Submission of Tender samples.**~~ ~~After opening of Commercial bid, Lowest tenderer must submit duly 2 labeled & sealed sample of "**Floor washing dusters,Napkin white ,Cotton duster & Towel Turkish''** having technical specification as per tender terms and 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.**~~	
30.	**Evaluation of the tender:**	
	i.	After opening of Fee/Prequal packet 'A' /Technical Bid Cover packet 'B', on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be

		examined. The scrutiny shall be on the basis of submitted substantiation documents.
	ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as non responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of non responsive bidder will get refunded on finalization of status on GeM Portal.
	iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.
	iv.	The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
31.	**Inspection Visit :-** (If Applicable) 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.	
32.	**Internal Grievance Redressal Mechanism** B.M.C. has formed 'internal Procurement Redressal Committee' for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'internal Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/- within 7days from date of intimation. The details of 'internal Procurement Redressal Committee' are given in Annexure-09. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.	
33.	**Price Negotiation :** The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity / providing services and on whom the contract would have been placed but for the decision to negotiate.	
34.	**Acceptance of Tender/ Award of Contract:-** The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.	
35.	**Integrity Pact (If Applicable):-** The bidder must upload in Packet 'A', the agreement of integrity pact as per attached **annexure-11** duly signed and stamped on Rs.500/- stamp paper duly notarized. The tenderer shall offer the best prices for the subject supply / work / services as per the present market rates and that the bidder should not have offered less prices for the subject supply/work/services to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying	

	tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."
36.	**Period of Contract:** The period of contract shall be **Six Months** from the date of issue of acceptance letter.
37.	This tendering process is covered under Information Technology Act & Cyber Laws as applicable.
38.	**In ATC (Additional Tender Conditions) "Instructions to bidder- All bidders must refer to the Buyers RFP/ BMC's tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP/ BMC's tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's tender Document shall prevail."**

SECTION 7: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.

1. Contract:

Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

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

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

Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.\

The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

2. Contract Documents:

The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.

1) Letter of Acceptance
2) The Contractor's Bid
3) Addendum to Bid, if any
4) Tender Document
5) The Bill of Quantities / Price Packet
6) The specifications
7) The General conditions of Contract
8) The Special conditions of Contract
9) Final written submissions made by the contractor during negotiations, if any
10) All correspondence documents between bidder and BMC.
11) Integrity Pact
12) All Annexure

3. Contract Deposit / Performance Security:

i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).
ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee.
iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve

		Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.			
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.			
	v.	The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC (if applicable) obligations.			
	vi.	The B.G. shall be retained 6 months after completion of contract period.			
	vii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or			
		a.	to forfeit the said security in whole or in part in the event of:		
			i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof	
			ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect	
		b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.		
4.	**<u>Refund of contract deposit</u>** Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects.				
5.	**<u>Place of Delivery</u>** The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.				
6.	**<u>Quality</u>** All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be				

	subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.	
7.	**<u>Signing & Execution of Contract:</u>**	
	I.	In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor) , full amount of the contract deposit must be paid and The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All Such power of attorney need be registered in the office of the Chief Accountant and Manager, Municipal Printing Press should be informed accordingly
	II.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Manager, Municipal Printing Press should be informed accordingly.
	III.	**For General category bidders & For Government Boards/Corporations/Undertaking & Registered MSM Micro & Small Manufacturers & Suppliers:-** Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine for delay Rs. 5000/- per day will be imposed ~~up to maximum 07 days.~~
	IV.	If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time ~~(i.e. 37 days including penalty period of 7 days,)~~ then A)**<u>For</u> Government Boards/Corporation/ Undertakings andmanufacturers/suppliers registered under MSMED Act-2006:-** the above mentioned fine and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment. **B) For general category (other than above) bidder:-** The above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment.
	V.	The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so.
	VI.	The contract shall be executed as per the MMC Act.
8.	**<u>Payment of legal and stationery charges</u>**: These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract with applicable GST.	
9.	**<u>Stamp duty:-</u>** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract	

	agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of "Stamp Duty Act 1958" (amended till date).	
10.	The Successful Tenderers must distinctly understand:	
	a.	That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
	b.	The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.
	c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor's knowledge.
	d.	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
11.	**Purchase Order:-** The user department will place the orders as and when required.	
12.	**Delivery** The Tenderer should give free delivery of all line items to the respective each location or the case may be within Jurisdictions of BMC as mentioned in the scope of work from the date of placing the orders by e-mail/courier/hand delivery or by any electronic communication system. NOTE 5 :- 1) The rates to be quoted in this tender shall be inclusive of all the taxes i.e. GST and all other taxes as applicable. Before making payment against the supply of material / services the user department shall invariably verify the GST , payment receipts duly confirming the name of the Manufacturer/Supplier and description of the material supplied / services given to BMC.	
13.	~~**Supply Testing:- (if applicable)**~~ ~~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 having NABL accreditation for testing of tender items.~~ ~~2) Probability of sample testing should be~~ ~~(i) Three times during the one year contract period and~~ ~~(ii) Six times during the Two year contract period~~ ~~3) If the test report of the supply lot is not found as per BMC specification, the supply shall be rejected and~~ ~~i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and~~ ~~i) If the default committed is of second time, the firm shall be blacklisted for a period of three years and~~ ~~ii) 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 and manufacturer name for this 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.
14.	**Penalty** If the contractor fails to comply with the order within stipulated time period, the municipal Commissioner/ D.M.C.(Gardens) / Manager, Municipal Printing Press / 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 / services which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material / services may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC. **OR** b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery. **OR** c) I) For Government Boards/Corporation/ Undertakings and manufacturers/suppliers registered under MSMED Act-2006 :- To cancel the contract and orders, forfeiture contract Deposit and blacklisting the firm/company along with their partners/ directors. II) For general category (other than above) bidder:- To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.
15.	**Consequence of inferior supply / services:-** Tenderer/contractor shall have to replace the rejected materials / services which are found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned department, at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.
16.	**Replacement of Rejected Materials / services:-** Tenderer/contractor shall have to replace rejected Material / services with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by BMC at the risk and cost of contractors without any further correspondence in this regards.

17.	**<u>Rejection & appeal</u>** Manager, Municipal Printing Press or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials / services or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).
18.	**<u>Fees :-</u>** The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will, however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.
19.	**<u>Risk & Cost Purchase:-</u>** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
20.	**<u>Articles can be brought from elsewhere.</u>** The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.
21.	**<u>Submission of Bill</u>** The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.
22.	**<u>Monetary dealings with the Municipal Employees</u>** The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.
23.	**<u>Blacklisting:-</u>** The firm shall be black-listed, if it is found that:-

	i) Forged documents are submitted OR 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.
24.	**Contract Postponement:-** Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.
25.	**Secrecy:-** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person notconnected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.
26.	**Compliance with security Requirement:-** The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.
27.	**Confidential Information:-** The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.
28.	**Payment condition:** **Payment will be made within 30 days from the date of satisfactory supply / services, submission of the bills there of and submission of all documents for execution of contract.** Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in

	Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records. **NOC of vigilance Dept. as the case may be required at the time of releasing final payment.**
29.	**<u>Fall Clause:-</u>** ➢ The Tenderer/contractor undertakes that it has not quoted similar products in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products was supplied by the TENDERER/ contractor to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Contractor from BMC.
30.	**<u>Subsequent Legislation:-</u>** If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.
31.	**<u>Corporation's lien over all moneys due to the Tenderer or his deposit:-</u>** The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Tenderer/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Tenderer/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.
32.	**<u>Commissioner's direction & decisions to be final and binding:-</u>** The directions, decisions, certificates, orders and awards given and made on such

	reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.
33.	**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 party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.
34.	**Partnership:-** Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Tenderer/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.
35.	**Dissolution of the Contract:-** The Tenderer/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Tenderer/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.
36.	**Termination of Contract:** These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities allotted to the Tenderer, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

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

Section 8- FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

"Force Majeure" shall mean any event beyond the control of BMC or of the Contractor, as the case may be, and which is unavoidable not withstanding 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:

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

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

The date of commencement of the event of Force Majeure.

The nature and extent of the event of Force Majeure.

The estimated Force Majeure Period.

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

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

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

Section 9 Description and Technical Specifications of material / services
Details of the Item Data
(Rates to be filled by the tenderer in commercial offer)

Item No.	Description of the Items	Quantity in Nos
1	Providing Services of Calendar Tipping to BMC	30000
2	Providing Services of Desk calendar Binding to BMC	3000
3	Providing Services of SPOT UV / Gold Embossing to BMC	3300

Abbreviation

Sr.No - 1 – Nos – Per one Calendar of 14” x 19”
Sr.No - 2 – Nos – Per one Desk calendar of 6” x 9”
Sr.No - 3 – Nos – Per one Print with SPOT UV and Gold Embossing of 13” x 19” size

Evaluation of tender will be on individual item basis.

Section 10 A Technical Specifications & Scope of Work

Scope of Work and Technical Specifications:

Calendar Tipping:

1) The successful Quotationer will execute the work of providing service of Metal Strip Tipping work (with lace) for calendar 2027 for the use of BMC.

2) Size of Calendar: - 14.5" X 19.5"

3) Tipping of metal strip will be carried out on 14.5" side i.e. Metal strip of 14.5" with lace will be used by the Quotationer.

4) Qty: 30000 nos.

5) All the material like Metal Strip, Lace etc. and related equipment's will be used by the successful Quotationer.

6) The successful Quotationer will have to make arrangement of per day production capacity up to 6000 Metal Strip tipping work with lace.

7) One calendar consist of 6 sheeter (front /back)

8) **Delivery Period: - within 5 days (including public holidays and Sundays)**

9) Paper will be used for printing is 170 gsm Art Paper.

10) Only the printed sheets will be provided by BMC , Quotationer has to do the collating of sheets, cutting, gumming (radda), separation of calendars, tipping, packing, delivering as per BMC instructions all operations in their own premises.

11) The Successful Quotationer should see the Dummy before quoting the rate.

12) The Rate should be inclusive of all charges for labour, transportation, material, collecting of material from press and providing finished service to the Municipal Printing Press or any other location as per BMC Officails instruction and inclusive of GST.

13) Packing: 10 calendars rolled one bundle and 10 bundle stores in one Box. wrapping paper and boxes will be used by the successful Quotationer.

14) The Successful Quotationer should collect the printed sheets of calendar from Municipal Printing Press as instructed (in 2,3,4 or any number of phases / lots) and all other operations like collating, gluing back, cutting, metal strip tipping, lace pasting, cutting, finishing, packing, and delivery of the calendars as instructed by BMC (in 2/3/4 phases / lots).

15) Work will be executed in the Vendors Premises.

16) Please mention the GST % and SAC code will be used for the said work.

Desk Calendar Binding:

1) The successful tenderer will execute the work of providing service of Galley Making for Desk Calendar, Wiro, Plastic Front Cover, finishing, packing and Supplying Finished Desk Calendar 2027 to BMC.

2) Size of Calendar: - 6" X 9"

3) Qty: 3300 nos. (Desk calendar.)

4) All the material like Galley Making, Wiro, Plastic Cover etc. and related to finishing Desk calendar material will be used by the successful tenderer.

5) One calendar consists of 6 sheeter (front /back)

6) Paper will be used for printing is 130 gsm Art Paper

7) Printed sheets will be provided by the Municipal Printing Press.

8) **Delivery Period: - within 5 days (including public holidays and Sundays)**

9) The Successful tenderer should see the Dummy before quoting the rate.

10) The Rate should be inclusive of all charges for labour, transport, material, collecting of material from press, and providing service to the Municipal Printing Press.

11) Finished Desk Calendars should be packed and to be delivered as instructed by BMC Officers.

12) Rates should be **inclusive of GST.**

13) Please mention the GST % and SAC code will be used for the said work.

SPOT UV / Gold Embossing on BMC Diary Cover:-

1. The successful quotationer should Provide the services of printing, Lamination, Spot UV and Gold Embossing on BMC Diary cover 2027.

2. Size of cover – 13" x 19"

3. 170 GSM Art paper will be provided by Municipal Printing Press.

4. Quotationer should collect the raw paper from Municipal Printing Press.

5. Quotationer should execute the 4 color printing work by digital process.

6. Lamination type- Matt Lamination (as per sample available at Municipal Printing Press)

7. Spot UV process shall be done on cover as per sample available in municipal Printing Press.

8. Gold Embossing process shall be done on cover as per sample available in municipal Printing Press.

9. Qutationer should see the diary cover samples available at Municipal Printing Press.

10. **Delivery Period:-** The successful quotationer should deliver the finished covers free to the consignees at Municipal Printing Press **within 2 days (including of Sundays and public holidays)** from the date of receipt of orders / email etc.

11. Quotationer should approve the sample before execution of work.

12. Quotationer should maintain the quality of work as per sample shown, If the quality is not maintained material will be rejected and quotationer shall replace it with approved quality at his own cost and risk.

13. The rate should be **including of GST.**

14. The rate should be inclusive of all charge collection of printed sheets, raw material required for various processes, labor, transport and delivered the material to the Municipal Printing Press.

15. The quotationer has to mention the HSN code and SAC code for the supply and services in the quotation form.

16. Quotationer should see the requirements of Municipal Printing Press before quoting the rates. No complaint will be entertain after opening of quotation.

If required, Municipal Printing Press officials will visit the site where the actual work will be executed after opening of Technical packet, if capacity of Binding is not found satisfactory for the execution captioned work the

tenderer will be treated as Non responsive and commercial bid will not be open of those tenderers. No complaints shall be entertained later.

General Instructions:-

1) Tenderer shall see the samples before quoting rates. And should see the dummy before execution of work.
2) For any clarification in technical specification tenderer may contact office of Municipal Printing Press, Byculla.
3) Loading & unloading of printed material, finished goods in Municipal Printing Press shall be the tenderers responsibility. No manpower will be available to help.
4) The successful tenderer shall not Bind any excess copies than the number of copies stated in order / instruction. If the work allotted to the vendor is found unsatisfactory then BMC reserves the rights to withdraw the tender from the tenderer without any reason. Tenderer shall not quote their own terms and conditions. Such offers will kept outright.
5) BMC is not bound to allot total quantity mentioned in the tender to vendor, as and when required purchase order will be raised, quantity may vary as per the instructions given by BMC officials.

TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP

Section 11. Annexure -1
(Particulars about the tenderer)
(To be uploaded in PACKET A)
Tender Id No

Date:-……...

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners.
3. E-mail address of the firm
4. Name & address of the Bidder(s)
    a. Registered Head Office with Postal Address and Telephone Numbers
    b. Mumbai Office address with Telephone Numbers.
5. Name & address of the manufacturer
    a. Places of Manufacturer (In case of firms having more than one place, mention the nearest).
    b. Registered Head Office with Postal Address and Telephone Number
    c. Mumbai Office address with Telephone Number.
6. Total annual turnover in the last three Financial Year of the tenderer.
7. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
    a. If so, furnish photo state copy of Certificate of Registration.
    b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
    c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
    d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)

8. Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.)

9. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
10. Location of other works owned by the firm/Service Provider (if any).

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

Full Signature of the tenderer with
Official Seal & Address

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

Tender Id No

Date:-……...

To

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

1) Invitation to Tenderers
2) Instructions to Vendors participating in e-Tendering Process
3) Flow of activities of tender
4) General Instructions to the tenderers
5) Items Descriptions
6) Scope of Supply.
7) Contract Agreement form
8) Annexures
9) Details of the Item Data inBOQ :- (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 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 **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.500/- (Rupees Five 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. ……

……

13.Annexure – 3a

(Undertaking to be signed by the Manufacture /Bidders)

(To be uploaded in PACKET A)

Tender Id No

Date:-……...

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

9. I / we hereby confirm that I / we will be able to carry out the supply offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.

10. I/We…….. do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.

11. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.

12. I /We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.

13. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Municipal Corporation Act.

14. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.

15. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC

will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

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

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

a) I / We fail to keep the e-tender open as aforesaid,

b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,

c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.

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.

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

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

I/We are

35/17 not declared insolvent any time in the past.

35/17 not debarred/ black listed by either BMC. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.

35/17 not convicted under the provision of IPC or Prevention of Corruption Act.

20. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of 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.

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

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

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

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

OR

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

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

OR

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

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

OR

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

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

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

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

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

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

I/We_____(Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **TENDER DOCUMENT FOR "Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold**

Embossing to BMC" the as mentioned in the tender & in accordance with the specifications therein.I/We do hereby undertake that, we will keep our full quality control **TENDER DOCUMENT FOR "Providing Services of Calendar Tipping / Desk calendar Binding / SPOT UV / Gold Embossing to BMC"** as mentioned in the tender & in accordance with the specifications therein.

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

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

yours faithfully,

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

Signature of Tenderer
Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name …….
And Address …….
Signature ……

(2) Full Name …….
And Address …….
Signature …….

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

14.Annexure – 3b
(Additional undertaking to be signed by the manufacturers if Bidder is authorized dealer/distributer of the Manufacture) if applicable
(To be uploaded in PACKET A)
Tender Id No

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

35/17 not declared insolvent any time in the past.

35/17 not debarred/ black listed by either BMC. / central Govt. / state Govt./Public sector undertaking/any other Local body from start date of tender notice..

35/17 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, 500/-duly notarized by Notary Public / First Class Magistrate.

15.Annexure – 4 a

(Pro-Forma For Manufacturer's Letter if Bidder is self manufacturer) if applicable
(To be uploaded in PACKET B)
Tender Id No

Date:-……

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

17. We, M/s_____ are an established and reputed manufacturer having factory/factories at _____.
18. 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.

16.Annexure-4 b

(Pro-Forma For Authorization Letter Of Manufacturer To Their Authorized Distributor/Dealer/Agent) if applicable
(To be uploaded in PACKET B)
Tender Id No

Date:-……

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

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

Yours faithfully,

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

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

2) Scanned copy of Original letter shall be uploaded.

17.Annexure-4 c
(Pro-Forma For Letter Of Authorized Distributor/Dealer/Agent Of Manufacturer) if applicable
(To be uploaded in PACKET B)
Tender Id No

Date:-……

To,
Municipal Commissioner,
BMC. Mumbai.

Dear Sir,

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

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

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

Yours faithfully,

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

Note:

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

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

18.Annexure 5a
Experience Certificate
(To be uploaded in PACKET B)
Tender Id No

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.**

19.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 No

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.

20.Annexure – 6

(Authorization Letter For Attending Tender Opening)

(To be uploaded in PACKET A)

Tender Id No

Date:-……

No. _____

To,
The Municipal Commissioner,
BMC.
Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

21.Annexure-7

(Authorization Letter of Authorized Representative For Downloading And Uploading Tender)

(To be uploaded in PACKET A

Tender Id No

Date:-……

No. _____

To,
The Municipal Commissioner,
BMC.
Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

22.Annexure – 8
(Pro-Forma of Article of Agreement for Purchase of material/Equipment/Services)
(To be Uploaded in Packet A)
Tender Id No

Standing Committee Resolution No_____ Dated_____/Mayor's/ Addl. Municipal Commissioner's/DMC's Sanction No. _____ Dated_____
Contract for the Supply / work of: _____

During the period from _____to _____

This agreement made this day of …… ……. …… ……

Two thousand ……...…..……..……..……

Between ……...……...…….…….……

……..…….……..……..…

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

……...…….……

in Mumbai under the style and name of Messrs ……..……

……...……

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

…….…….…….

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

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

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

1. Letter of Acceptance
2. The Contractor's Bid
3. Addendum to Bid, if any
4. Tender Document
5. The Bill of Quantities / Price Packet
6. The specifications
7. Detailed engineering drawing, where applicable
8. The General conditions of Contract
9. The Special conditions of Contract

10. Final written submissions made by the contractor during negotiations, if any
11. All correspondence documents between bidder and BMC

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

SIGNED, SEALED AND DELIVERED
By_____
Of_____
In the presence of
1)_____
2)_____ ***CONTRACTOR***

SIGNED, SEALED AND DELIVERED
By_____
D.M.C.(Gardens) in the presence of
1)_____
2)_____ ***D.M.C.(Gardens)***

The Common Seal of the Municipal
Corporation of Greater Mumbai was
Affixed on this _____day of _____ ***S E A L***
Two Thousand_____ in the presence of
1)_____
2)_____

Two members of the Standing Committee
Of the Municipal Corporation of Greater
Mumbai.
Witness_____
Municipal Secretary_____
_____
Contract examined with the Tender and Resolution of the Standing Committee No._____ of _____ and found correct.

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

Internal Grievance Redressal Mechanism
Tender Id No

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 ndes 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 ether 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/ H0D/ 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 (Gardens) office where appeals of aggrieved bidder will be received with fee of Rs 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full Signature of the tenderer

with Official Seal and Address

24.Annexure – 10
(Declaration by the Tenderer Regarding the items quoted)
(To be uploaded In PACKET A)
Tender Id No

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

Sr. No.	Item Description	HSN Code	Whether quoted (Yes/No)	GST % (IGST / SGST /CGST %)
1				

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

Tenderer’s Full Signature
With Full Name & Rubber Stamp

25.ANNEXURE – 11
(Form Of Integrity Pact)
(To be uploaded In PACKET A)
Tender Id No

This Agreement (hereinafter called the Integrity Pact) is entered into on ----------day of the ----------month of 20---- between Brihanmumbai Municipal Corporation acting through Shri ----------(Name and Designation of the officer) (hereinafter referred to as the "BMC." which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----------(Name of the company) represented by Shri ----------, Chief Executive Officer / Authorized signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BMC invites for the ----------

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC.

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

specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

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

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

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

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

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

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

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

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

2.7. The Bidder shall not lend to or borrow any money from or enter into any monitory dealings or transactions, directly or indirectly, with any employee of the BMC.

2.8. The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.

2.9. The Bidder will promptly inform the Independent External Monitor (of BMC.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC.

The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

2.10. The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC. or his relatives.

2.11. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

3.1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the BMC. is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

4.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.

4.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or

partially, as decided by the BMC. and BMC. shall not be required to assign any reasons therefore.

4.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4. To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5. If any outstanding payment is due to the Bidder from BMC. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6. To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC. along with interest.

4.7. To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC. resulting from such cancellation / rescission and the BMC. shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8. Forfeiture of Performance Bond in case of a decision by the BMC. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9. The decision of BMC. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10. The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11. To debar the Bidders/ Contractors from participating in future bidding process of BMC. for a minimum period of three years.

4.12. Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

5.1. The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

H. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1.

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

6.1. The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.2. Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.3. The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

6.4. The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.

6.5. The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.6. As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

6.7. The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

6.8. The word "IEM" would include both singular and plural.

6.9. Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1.

7.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the BMC. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

7.2. If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the

BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

8.1.

9.1. This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

9.2. If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3. Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

9.4. The Parties hereby sign this Integrity Pact at ----------on----------

BIDDER/SELLER

Signature ---------- ----------

Name of officer ---------- ----------

Designation ---------- ----------

Name of Company ---------- ----------

Address ---------- ----------

Dated ---------- ----------

Witness-1(BIDDER/SELLER)

Signature ---------- ----------

Name of officer ---------- ----------

Designation ---------- ----------

Name of Company ---------- ----------

Address ---------- ----------

Dated ---------- ----------

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

26.Annexure – 12
(Details of Litigation History)
(To be uploaded In PACKET B)
Tender Id No

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

Or

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

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

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or 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.500/-stamp paper)

27. ANNEXURE – 13
Tender Id No

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.500/- stamp paper in packet A)

28.ANNEXURE – 14
Tender Id No

UNDERTAKING CUM INDEMNITY BOND

We,
(1) Mr. _____ Aged _____ Yrs
(2) Mr. _____ Aged _____ Yrs
(3) Mr. _____ Aged _____ Yrs
Proprietor / Partner / Directors / Power Of Attorney Holder of the firm _____ having it's office _____ here by gives an UNDERTAKING CUM INDEMNITY BOND as under:

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

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

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

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

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

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

Identified by me, BEFORE ME

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

29.Annexure –A
(Irrevocable Undertaking)

(On Rs. 500/- Stamp Paper)
(To be uploaded In PACKET A)
Tender Id No

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

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.

2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.

3. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.

4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and identified by me.

Disclaimer

The Corporation retains the liberty to change the specifications of the items to be supplied, the terms of supply and other conditions prior to issue of the tender.

The suggestion / objections received may or may not be considered if the same is not in consonance with the requirements, BMC reserves it right to reject the same.

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