

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



**Tender document for “Supply of Malathion Technical 95% ww for
the use of Insecticide Department of BMC”**

MUMBAI

**Sd/-
S. E.(CPD)**

**Sd/-
A. E. 01 CPD**

**Sd/-
E.E.(Civil) CPD**

**Sd/-
Dy.Ch.E. (CPD)**

THIS TENDER DOCUMENT CONSISTS OF:

SR. NO.	DESCRIPTION
1	E-Tender Notice
2	Header Data
3	Preamble
4	General Instructions and conditions of the tender
5	Flow of activities of tender
6	Force Majeure – obligations of the Bidders
7	Description of the Item Data & testing parameters of pre-tested sample
8	Annexure – 1 Particulars about the tenderer
9	Annexure – 2 Tender form
10	Annexure – 3a and 3b Undertaking to be signed by the tenderer and manufacturer
11	Annexure – 4a Performa for Manufacturer (if manufacturer is the Self bidder)
12	Annexure – 4b Performa for Authorization Letter of Manufacturer to their Authorized Distributer/Dealers/agents etc.
13	Annexure – 4c Performa of conformation of Authorization, Letter from bidder
14	Annexure -5 Experience Certificate and (Annexure -5a) statement of Experience
15	Annexure-6 Authorization letter for attending tender opening
16	Annexure-7 Articles of Agreement
17	Annexure – 8 List of Approved Banks (only for the information)
18	Annexure- 9 Internal Grievance Redressal Mechanism
19	Annexure- 10 Form of integrity pact
20	Annexure- 11 Declaration by the tenderer regarding the HSN NO/GST TAX.
21	Annexure – 12 Details of litigation history
22	Annexure A – Irrevocable Undertaking

1 : E-TENDER NOTICE

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

e- PROCUREMENT TENDER NOTICE
No. Dy. Ch. Eng./CPD/35/TDR/AE-1 Dated 12.09.2022

The Commissioner of BRIHANMUMBAI MUNICIPAL CORPORATION invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section.

All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

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

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

Sr. No	Description	E- Tender Price (₹)	EMD (₹)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1.	Supply of Malathion Technical 95% WW for the use of Insecticide Department of BMC Bid No. <u>7200035574</u> <u>Tender</u> <u>No.Dy.Ch.EN./</u> <u>CPD/35/TDR/ AE-1 of</u> <u>2022-23</u>	10,400/- + 1,872/- (18%GST) ₹ 12,272/-	58,61,700/-	10.10.2022 at 11:30 hrs	09.11.2022 at 16:00 hrs

Note: Last date for payment of Earnest Money Deposit (EMD) online is on 09.11.2022 or before due date and time prescribed.

The pre-bid meeting will be held **on 19.10.2022 at 3.30 pm, venue of the same is at Conference hall, N M Joshi Marg, Byculla, Mumbai 400011.** 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 (<http://www.BMC.gov.in>) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

The tenderer shall have to pay EMD of ₹ 58,61,700/- through online payment only.

Note :- No Exemption will be allowed for the tenderers having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.

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

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

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

**By Order of the
Municipal commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION**

**Sd/-
Dy. Chief Engineer (C.P.D.)**

For detailed tender document please scroll down

Supply of Malathion Technical 95% ww for the use of Insecticide Department of BMC
RFx No. 7200035574

2. HEADER DATA

E-Tender No.	<u>Dy.Ch.E./CPD/35/TDR/AE-1 of 2022-23</u>
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Supply of Malathion technical 95% ww to Insecticide Department of BMC
Estimated Cost	₹ 29,30,80,299/-
Tender Fee	₹ 10,400/- + ₹.1,872/- (18% GST) = 12,272/-
Earnest Money Deposit	₹ 58,61,700/-
End Date and Time of Bid Submission	<u>09.11.2022 up to 16.00 hrs.</u>
End date & time for receipt of EMD	<u>09.11.2022 up to 16.00 hrs.</u>
Opening of Packet A	As mentioned in Header data of Bid in SRM
Opening of Packet B	
Opening of Packet C	
Address for Communication	Office of Dy.Ch. E.(C.P.D.) <u>566, N.M.JOSHI MARG, BYCULLA (WEST),</u> <u>MUMBAI – 400 011</u> Tel. No. 022-23083161 Ext 226
Venue for opening of bid	Same as above

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

3: PREAMBLE

The BRIHANMUMBAI MUNICIPAL CORPORATION invites Tender from **Insecticide manufacturers and/or their authorized distributors/dealers/agents for supply of Malathion technical 95% ww** for the use of Insecticide department of BMC for the **Two years** contract period from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

Portal Copy (Not to be uploaded in SPM)

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 its Portal https://portal.mcgm.gov in '.
2.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal.
3.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
4.	All interested vendors, are required to be registered with BMC for e-Tendering process. 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 registration to e-Tendering process.
5.	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.
6.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
7.	This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of BMC portal make part of all tender documents unless stated otherwise in the tender document
8.	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.
9.	All the documents and data submitted by vendors online shall be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type.
10.	Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
11.	The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
12.	In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
a.	Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC portal.
b.	Download the 'Browser Settings' document and carry out the necessary settings

	and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
c.	Login to the application with his credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of BMC Portal.
d.	Make payment of tender price online and download the tender document and other relevant information documents.
e.	Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
f.	Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
g.	Ensure that documents are uploaded properly by downloading them after uploading.
h.	Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
i.	The administrative, technical and commercial bids can be submitted only online on or before the due date and due time mentioned for submission of bids.
j.	The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
k.	Ensure that bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.
13.	Vendors should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
14.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same.
15.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
16.	Additional information can be availed by referring to FAQs in the e-Procurement section of BMC portal.
17.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 (BMC IT Cell) from 11.30 AM to 5.00 PM on all working days of BMC or you can email at etendering.it@mcgm.gov.in
<p>SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE e-TENDER GUIDELINES ON BMC PORTAL (http://mcgm.gov.in).</p> <p>All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under "e-Procurement"</p> <p>For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.</p>	

5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on B.M.C. Portal.
2.	Download the tender documents from the Tender section of B.M.C. SRM Module after paying online requisite tender price.
3	Tenderer shall note that any corrigendum issued regarding this tender notice will be published on the BMC Portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed.
7.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder as per the section No.-4 of this tender document.
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
9.	Technical offer, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
11.	Lowest tenderer must submit duly labeled & sealed sample of <u>Malathion technical 95% ww</u>
12.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Supply of materials described in the specifications and as per terms & conditions.

6 : **IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS**

Before filling in the tender, tenderers are requested to go through the "General Instructions to Tenderers", the "Mandatory conditions", all "Annexures" and the "Articles of Agreement" very carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is two years from date of acceptance.

1. **Who can quote :**

a)	<p>Only Insecticide Manufacturer and/or their authorized Suppliers/distributors/dealers/agents/retailers are qualified to fill and submit the tender. The bidder (if Insecticide manufacturer) should submit the appropriate, valid and current letter as per the pro-forma given in Annexure-4a)</p> <p>OR</p> <p>The bidder (if authorized Suppliers/distributor/dealer/agent/retailers of Insecticide manufacturer) should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4b and 4c. The offers received from the distributors/ dealers/ agents/ without proper authorization letter from the manufacturers shall be rejected outright. One Bidder can submit authorization letters from more than one manufacturer.</p>
b)	<p><u>Turnover :-</u> The Average annual turnover of the bidder during last three financial years shall be <u>minimum Rs:- 5,12,90,000/-</u> For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded in support of turnover (PACKET A).</p>
c)	<p><u>Experience :-</u> The bidder/Manufacturer shall have <u>cumulative experience of Rs. 5,12,90,000/- for successfully</u> executing similar type of contract of supply of Insecticides during last five years prior to due date of the tender. (Annexure-5) <u>Statement of Experience Certificates</u> (Annexure-5a) shall be uploaded during the submission of the tender. Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause.</p>
d)	<p>The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'</p>
e)	<p><u>Other Conditions</u></p> <ol style="list-style-type: none">1) Manufacturer must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided.2) Manufacturer should have valid CIB Registration certificate issued by Central Insecticides Board and Registration committee Directorate of Plant Protection Ministry of Agriculture Department of Agriculture & Cooperation for Malathion technical 95% ww3) Bidder and his manufacturer both should have valid insecticide license issued by Agriculture Dept. Govt of Maharashtra for sell and storage of Insecticides in Maharashtra under Insecticides Act 1968 & Rules 1971.4) Bidder and Manufacturer should have all the necessary permits, licenses from various departments like Pollution Control Board, Explosives Dept., Agriculture Dept. etc. belonging to Central or State Govt. Department, which are necessary to

	<p>run the manufacturing units.</p> <p>5) Manufacturer must have valid Licenses to Manufacture said Insecticides (Malathion technical 95% ww) by appropriate authority.</p> <p>6) Manufacturer's should have valid ISI Registration certificate issued by BIS for the said insecticide.</p> <p>7) If called upon Bidder/ manufacturer shall able to submit the copies of customs/excise duty documents, Airways bill, bill of lading, import/export certificate or should have arrangement/facility to import and/or any other appropriate documents related to the import made by bidder/manufacturer.</p> <p>8) If the bidder/manufacturer is importing technical of Malathion technical 95% ww directly, bidder/manufacture should have valid Registration certificate of Malathion technical 95% ww for import only issued by Central Insecticides Board and Registration committee (C.I.B & R.C.) and submit letter from Malathion technical 95% ww manufacturer mentioning the tender no. & consent to supply said insecticide.</p> <p>During the contract period, if it is observed that bidder/manufacturer/has not taken the required permissions, then the action including blacking listing will be taken on manufacture and bidder.</p>																
2.	<p><u>Where and how to submit the tender</u></p> <p>The tender documents with details as specified in the tender notice must be submitted online in tender section of B.M.C. as per the instructions available on B.M.C. Portal for online submission of e- tender. Tenderers should download tender document along with the tender form.</p>																
3.	<p><u>The Three Packet system</u></p> <p>The tenderer should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself.</p>																
(A)	<p><u>Packet – 'A':</u></p> <p>The tenderer shall not disclose / quote the rate of the items in Packet – 'A'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.</p> <p>The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission.</p> <p><u>Administrative documents - Packet 'A'</u></p> <table border="1"> <tr> <td>1)</td> <td>Particulars about the Tenderer (Annexure -1)</td> </tr> <tr> <td>2)</td> <td>Tender form (Annexure -2)</td> </tr> <tr> <td>3)</td> <td>Undertaking to be signed by the Tenderer (Annexure-3a)</td> </tr> <tr> <td>4)</td> <td>Undertaking to be signed by the Manufacturer of the Bidders. if Manufacturer is not bidder (Annexure- 3b)</td> </tr> <tr> <td>5)</td> <td>Authorization letter for attending tender opening (Annexure-6)</td> </tr> <tr> <td>6)</td> <td>Articles of Agreement (Annexure 7)</td> </tr> <tr> <td>7)</td> <td>SRM Tender document.(except Annexures and only SRM copy should be uploaded.)</td> </tr> <tr> <td>8)</td> <td> <p><u>Firm/Company/Sanstha Registration Certificates.</u></p> <p>i) Power of attorney in case of of Partnership firm /public Limited. Co./Pvt.Ltd. Co./ Govt. /Semi Government Undertaking.</p> <p>ii) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be</p> <p>Certified copy of latest partnership deed in case of partnership firm.</p> <p>Note:-The Registered Power of Attorney if any registered with Chief Accountant (BMC) will be accepted.</p> </td> </tr> </table>	1)	Particulars about the Tenderer (Annexure -1)	2)	Tender form (Annexure -2)	3)	Undertaking to be signed by the Tenderer (Annexure-3a)	4)	Undertaking to be signed by the Manufacturer of the Bidders. if Manufacturer is not bidder (Annexure- 3b)	5)	Authorization letter for attending tender opening (Annexure-6)	6)	Articles of Agreement (Annexure 7)	7)	SRM Tender document.(except Annexures and only SRM copy should be uploaded.)	8)	<p><u>Firm/Company/Sanstha Registration Certificates.</u></p> <p>i) Power of attorney in case of of Partnership firm /public Limited. Co./Pvt.Ltd. Co./ Govt. /Semi Government Undertaking.</p> <p>ii) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be</p> <p>Certified copy of latest partnership deed in case of partnership firm.</p> <p>Note:-The Registered Power of Attorney if any registered with Chief Accountant (BMC) will be accepted.</p>
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9)	Solvency certificate The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
10)	<u>GST Registration Certificate (as applicable).</u>
11)	<u>PAN CARD</u> a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
12)	Authorization letter of authorized representative for downloading and uploading tender on the letter of bidder with stamp & signature.
13)	C.A.'s certificate for Turnover of the tenderer.
14)	Internal Grievance Redressal mechanism (Annexure -09)
15)	Annexure- 10 Form of integrity pact
15)	Annexure 11 Declaration by the tenderer regarding HSN Code & GST Tax%
16)	Bidder shall submit Irrevocable Undertaking on Rs.500/- stamp paper as per 'Annexure-A'.
	Note-1: If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can submit self-attested, signed, scanned copies of the documents asked for. <u>Also it shall be noted if the documents are not submitted within the period of 7 working days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet 'A'.</u>
(B)	<u>Packet 'B' (Technical Bid):</u> The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.
	<u>Technical Documents Packet B</u> 1) <u>Annexure- 4a, 4b and 4 c (whichever is applicable).</u> 2) <u>Past performance/ experience certificate. (Annexure – 5 and or 5 a)</u> Past Performance or Experience Certificate should be in the name of Bidder/manufacture. 3) Manufacture valid Licenses in the name of bidder/manufacture, required for

	<p>manufacturing the Malathion technical 95% ww Insecticides for which tender is quoted by appropriate authority.</p> <p>4) Manufacturer's valid CIB Registration certificate issued by Central Insecticides Board and Registration committee Directorate of Plant Protection Ministry of Agriculture & Co-operation for Malathion technical 95% ww</p> <p>5) Bidder and his manufacturer's valid insecticide license issued by Agriculture Dept. Govt of Maharashtra for sell and storage of Insecticides in Maharashtra under Insecticides Act 1968 & Rules 1971 of Malathion technical 95% ww</p> <p>6) Manufacturer must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided.</p> <p>7) Manufacturer should upload necessary permits, licenses from various departments like Pollution Control Board.</p> <p>8) Manufacturer's should have valid ISI Registration certificate issued by BIS for the Malathion technical 95% ww insecticide.</p> <p>9) If the bidder/manufacturer is importing technical of Malathion technical 95% ww directly, bidder /manufacture should upload valid Registration certificate of Malathion technical 95% ww for import only issued by Central Insecticides Board and Registration committee (C.I.B & R.C.) and Also submit letter from Malathion technical 95% ww manufacturer mentioning the tender no. & consent to supply said insecticide to bidder/manufacturer.</p> <p>10) Annexure 12 – Details of Litigation history.</p> <p>11) <u>Pre tested sample report :-</u></p> <p>a) Tenderer must test and upload the original copy of pre-tested sample reports of the Malathion technical 95% ww as per technical specification & Testing Parameters given in the item data from DSIR lab./Govt. lab./Govt. approved lab./ Pvt. Lab. having C.I.B. approved or NABL Accreditation (said insecticide testing should be in laboratories NABL scope)</p> <p>b) The date of pretesting shall be between the start date of the tender and End date of the tender.</p> <p>c) The tenders received without pre-test report will not be considered.</p> <p>d) If the sample report from the DSIR/Govt./ Govt. approved /Pvt. lab having CIB approved or NABL accreditation is not found "satisfactory", i.e. Not found as per BMC specification and requirements, the tender shall be considered as Non responsive.</p>
<p>P</p>	<p>Note-2 : If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self attested, signed, scanned copies of the documents asked for.</p> <p>Also it shall be noted if the documents are not submitted within the period of 7 working days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet "B"</p> <p>NOTE 3 : <u>All the documents in Packet 'A' and Packet 'B' should be uploaded in P.D.F. Format only.</u></p> <p>The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any</p>

	<p>clarification/Documents/ Additional Documents from the tenderer during the tender process. However, if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted by imposing penalty of Rs.2000/- per document. If the information of short documents (Packet A and Packet B as applicable) send by BMC by e-mail on the bidders e-mail ID as provided by them and if the information in regards with the tender if not delivered or in return reply for the short documents/information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case 5% of EMD will be forfeited and their offer will be treated as non-responsive.</p> <p>Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet 'A' and technical documents in Packet "B" are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.</p>
(C)	<p><u>Packet - 'C'</u></p> <p>The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>Packet 'C' will be automatically generated as per item data. Tenderer(s) should fill item wise rate for the items mentioned in the Item data tab.</p> <p>Allotment of items shall be decided on lowest bidder of respective items.</p> <p>** All the documents uploaded in Packet 'A', Packet 'B' & Packet 'C' should be digitally signed.**</p> <p><u>NOTE 4 :</u></p> <p><u>a)While quoting the prices it must be inclusive of all taxes like G.S.T, , All Duties, levies, Cess etc. The rate quoted will be taken into consideration for evaluation and price comparisons.</u></p> <p><u>b)While making payment ; the concern BMC Authority will ensure and verify the GST,GSTN,HSN NO. payment receipts conforming the name of the Manufacturer / Supplier and description of the material.</u></p>
	<p><u>NOTE 5:</u></p> <p>Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure.</p> <p>All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance. The bidder shall be intimated to comply with the requirements of Packet A and Packet B shortcomings within 7 days by E-mail ID provided by the bidder in Annexure-1. Bidder in return reply by email has to upload self attested, signed, scanned copies of the documents asked for. No hard copy of documents will be accepted unless asked by department.</p> <p>Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.</p> <p>If the information of shortfall documents sent by concerned BMC officer by email on the bidders E-mail ID is not complied or in return reply email of shortfall is not received by BMC, for such lapses within given period. BMC shall not be responsible and it will be treated as non compliance of shortfall from the bidders end and their offer will be treated as non responsive.</p>

<p>D)</p>	<p><u>Details of Litigation history.</u></p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12 .Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history , DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
<p>4.</p>	<p><u>Documents to be uploaded:</u></p> <p>Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded.</p>
<p>5.</p>	<p><u>Procedure for the opening of the tender:</u></p> <p>Packet-'A' (Administrative bid) will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present. Packet 'B' will be opened only if administrative offer in Packet 'A' is acceptable. Packet 'C' will be opened only if the administrative & technical offer in Packet 'A & B' is acceptable. In case the administrative and technical offer in Packet 'A' & 'B' is found not acceptable or found incomplete, then Packet 'C' will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Packet 'B' & 'C' will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p> <p>The tender samples will be taken from L1 bidder and will be compared with BMC specifications/samples. The tender samples submitted by the lowest bidder who is qualifying will be inspected by BMC representatives and are liable to be rejected if the submitted tender samples are not according to the approved store samples or do not confirm to the specification prescribed.</p>
<p>6.</p>	<p><u>Authentication for documents</u></p> <p>The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the contractors' dues.</p>
<p>7.</p>	<p><u>Translation of certificates</u></p> <p>If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>

8.	<p><u>Sign and seal</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p>
	<p>i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.</p>
	<p>ii) If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.</p>
	<p>iii) If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.</p>
9.	<p><u>Payment of Earnest Money Deposit (E.M.D.)</u> The tenderer shall have to pay EMD online only. <u>Note :-The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD will be given in SRM.</u></p>
10	<p><u>Refund of E.M.D.</u> A) E.M.D. of L2 and other higher bidders (L-3,L-4 etc.) shall be refunded immediately after opening of financial bid. B) In case successful bidder becomes non responsive or withdraw bid or is unwilling to extend the bid validity period, in such circumstances ,if L-2 is agreeable to extend bid validity period and ready to deposit requisite amount of bid EMD to the department within stipulated time i.e. 15 days, department will process further as per normal procedure. C) However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. OR The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.</p>
11.	<p><u>Pre-bid Meeting :</u> The pre-bid meeting will be held at <u>venue - Conference hall, 1'st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai-400011</u>. 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 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.</p>

12.	<p><u>Name of Partners</u> All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>
13.	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p>
(A)	<p>If it is found that firms as described in clause 20 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p>
(B)	<p>If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.</p>
(C)	<p>If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
14.	<p><u>Contract Deposit :-</u> Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Banks, list of which is displayed at Reserve bank of India's following website :- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf The B.G. shall be acceptable from these banks and all branches of these banks (except IDBI Bank) situated within Mumbai limit and up to Kalyan and Virar. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. B.G. shall be retained 6 months after completion of contract period.</p>
15.	<p><u>Execution of contract</u> In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dy.Ch.E. (C.P.D.) should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dy. Ch.E. (C.P.D.) should be informed accordingly. Bidders shall pay Contract Deposit, legal stationary charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender</p>

	<p>Acceptance Letter. Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 30 days from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</p> <p>Further A fine of Rs.5000/- per day will be imposed for maximum 15 days for late submission of contract document.</p> <p>If the contract documents are not submitted within above stipulated time (i.e. 45 days with inclusive of penalty of 15 days), then EMD will be forfeited.</p> <p>If Bidder fails to execute written contract then tenderer shall be blacklisted, His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16.	<p><u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.</p>
17.	<p><u>Unconditional offer</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
18.	<p><u>Variation in rate</u> Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
19.	<p><u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever.</p>
20.	<p><u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
21.	<p><u>Alternative clauses in tender</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>
22.	<p><u>Validity</u> The validity of the offer should be for at least 120 days from the date of the opening of the tender.</p>
23.	<p><u>Bidders address</u> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per Annexure - 1.</u></p>
24.	<p><u>Tender Price:</u> Tender Price as mentioned in tender notice is to be paid online and shall not be refundable.</p>
25.	<p><u>Purchase Order:-</u> Purchase Orders will be placed by Insecticide Department.</p>
26.	<p><u>Inspection Visit (If required):-</u> The lowest Bidder shall have to arrange the Industrial Visit at the manufacturing site of minimum two BMC's officers at bidder's expenses and should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.</p>
27.	<p><u>Submission of Tender samples:</u> After opening of Commercial bid, Lowest tenderer must submit duly labeled & sealed Two</p>

	<p>separate samples of 1 kg "Malathion technical 95% ww as per technical specification in item data within 7 working days from the date of intimation, in the office of Dy. Chief Engineer (CPD), 566, N.M.Joshi Marg, Byculla(W), Mumbai-400 011, failing which it will be open to the department to consider the tender as Non-Responsive and EMD of the said tenderer will be forfeited.</p> <p>1)Lowest tenderer sample sent for field testing. if field testing report of sample is satisfactory, further tender process will be undertaken.</p> <p>2)Field testing/trial report received from Insecticide Department (I.O.) will be considered as final and no correspondence will entertained in this regard.</p> <p>3)Field testing/trial report received from Insecticide Department (I.O.) is not found satisfactory then his offer will not be considered.</p> <p>4)The sample submitted by tenderer will be used for testing. And therefore, will not be returned to tenderers and cost thereof will not be reimbursed.</p> <p>5)It is responsibility of bidder to submit the sealed tender sample as per the requirement and as per tender condition.</p> <p>The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via email. <u>No complaint for non-receipt of such intimation will be entertained.</u></p>
28.	<p><u>Testing of Supplied samples :</u></p> <ol style="list-style-type: none"> 1) Supplier shall submit technical standard and Purity Certificate with each supplied lot. 2) Sample from supply lot will be drawn on random basis, jointly by representative of the CPD, user Dept. and the representative of supplier for testing through C.I.B. approved Laboratory/FDA/DSIR/Govt./Govt. approved /laboratory having NABL Accreditation and field trial by the insecticide officer. 3) Probability of sample testing <u>should be</u> <ol style="list-style-type: none"> i) Three times during the one year contract period and ii) Six times during the Two years contract period iii) Otherwise supply testing will be carried out for each batch/lot No. under which supply is done. 4) If the test report of the supply sample tested through C.I.B. approved Laboratory /FDA/DSIR/ Govt./Govt. approved/NABL accredited Laboratory, and/or field trial by the insecticide officer is not found satisfactory, the supply shall be rejected and <ol style="list-style-type: none"> i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted. 5) The supplier shall quote lot number/batch no., only BMC, Mfg. date, Expiry date and manufacturer name for this supply. 6) Test report of C.I.B. approved Laboratory /FDA/ DSIR/ Govt./Govt. approved/ NABL accredited Laboratory, and/or field trial by the insecticide officer for testing for supply samples will be considered as final and no correspondence will be entertained in this regard. 7) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed.

	<p>8) The sample from the supply will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation.</p> <p>9) The test results will be circulated to all departments who have received material from the supplied lot. User department should not use the supplied material unless & until the test report is received.</p> <p>10) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier.</p> <p>11) Sample should be passed in laboratory testing, as well as field trial taken by I.O. Lot sample failed in field trial or/and lab testing will be treated as rejection of that particular lot/batch</p> <p>12) Necessary action regarding defective supply/incomplete supply/Delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority.</p> <p>13) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.</p> <p>14) All the chemicals to be procured should have 730 (Seven hundred thirty) days shelf life. At the time of supply, the material should not have crossed 1/6th of the shelf life i.e. 120 days from the date of manufacture.</p> <p>15) If the bidder/manufacture is importing Malathion technical 95% ww directly, bidder/manufacturer shall submit registration certificate of Malathion technical 95% for import only issued by Central Insecticide Board & Registration Committee (C.I.B.& R.C.) along with bill of lading with each supplied lot/batch to I.O. Dept. it's I.O. departments responsibility to take above documents from supplier at the time of supply.</p>
<p>29.</p>	<p><u>Contract:</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called BRIHANMUMBAI MUNICIPAL CORPORATION or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. Tenderer must distinctly understand that they shall be strictly required to conform to the conditions of this contract as contained in each of 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.</p>
<p>30.</p>	<p><u>Contract Postponement:</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the BRIHANMUMBAI MUNICIPAL CORPORATION having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.</p>

31.	<p>Acceptance of Tender:- The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidders and to relax/stringent any of the conditions of the tender without assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.</p>
32.	<p>Acknowledging communications Every communication from the Dy.Ch.E.(C.P.D.), Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p>
33.	<p>Jurisdiction of courts In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.</p>
34.	<p>Taxes and Duties G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price Quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any. Rate 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 work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act. 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.</p>
35.	<p>Tender Price Tender price is mentioned in tender notice and shall not be refundable.</p>
36.	<p>Delivery: The Tenderer should give free delivery to user Dept. within 30 days from the date of Receipt of purchase order. NOTE 6 : 1) <u>The rates to be quoted in this tender shall be inclusive of all the taxes i.e. GST and all other taxes as applicable.</u> 2) <u>Before making payment against the supply of material, the user department shall invariably verify the GST,HSN CODE GSTN NO., payment receipts duly confirming the name of the Manufacturer/Supplier and description of the material supplied to BMC.</u></p>
37.	<p>Replacement of Rejected Materials Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be</p>

	disposed off by B.M.C. at the risk and cost of contractors without any further correspondence in this regards.
38.	<p><u>Payment condition:</u> After satisfactory supply Payment will be made within 30 days from the date of satisfactory test report received from Laboratory, submission of the bills thereof and submission of all documents for execution of contract.</p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through CBS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.</p> <p>NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.</p>
39.	<p><u>Rejection</u> If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
40.	<p><u>Penalty</u> If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D/ Intending Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the materials which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the materials undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.</p> <p style="text-align: center;">OR</p> <p>To purchase elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.</p> <p style="text-align: center;">OR</p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
41.	<p><u>Consequence of inferior supply</u> Tenderer/contractor shall have to replace the rejected items which are not as per required sizes or found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned user 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</p>

	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.
42.	<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 of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.
43.	<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.
44.	<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.
45.	<u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/ corrigendum/ clarification and publish it in the news papers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'.
46.	<u>Secrecy</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.
47.	<u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.
48.	The quantities mentioned in item data are based on the average annual requirement. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
49.	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/-. 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 internal Procurement Redressal Committee.
50.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

51.	Tenderer Participating in this bidding process have to furnish the details as per annexure – 1
52.	The tenderer shall submit all the information/declarations/affidavits mentioned in respective annexure.
53.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3.</p>
54.	Bidder / his principle manufacturer shall not have been debarred/ black listed by B.M.C. / 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 B.M.C. 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.
55.	<p><u>Tenderer must distinctly understand:</u></p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.</p>
56.	<p><u>Risk & Cost Purchase</u></p> <p>In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be</p>

	completed.
57.	<u>Confidential Information</u> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items shall be treated as confidential and shall not be divulge 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.
58.	The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
59.	Bidder / his principle manufacturer shall not have been debarred/ black listed by B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principal manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in B.M.C. 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.
60.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.

7- FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

Item Data

Item No.	Description & specification of the Material	Quantity in kg. For two years
1	Malathion technical 95% ww With ISI Marked IS No. 1832 of 1978 (or latest amended up to date) in a packing of 50 kg. or 250 kg in MS drum	2,68,143 kg

MARKING -

FOR BMC SUPPLY NOT FOR SALE in addition to this,

The following information shall be Marked legibly and in indelibly on each container as per IS specification IS in addition to the information required under the *Insecticide Act 1968* and Rules framed there under

- a) Name of the material.
- b) Name of the manufacturer
- c) Date of manufacture
- d) Date of expiry
- e) Batch number
- f) Net mass of content
- g) Malathion contents % (m/m)
- h) Minimum cautionary notice as worded in the *Insecticide Act 1968* and Rules framed there under and
- i) Any other information required under the Standard of Weight and Measures (Packaged Commodities) Rules, 1977.

TESTING PARAMETERS Requirements

Sr. No.	Description	Requirement
1	Malathion content, percent by mass Min.	95.0
2	Moisture Content, percent by mass, Max.	0.1
3	Acidity (as H ₂ SO ₄), percent by mass, Max.	0.4
4	Material insoluble in acetone, percent by mass, Max	0.5
5	Specific gravity at 25/25 ⁰ C, Min	1.23

Annexure -1

TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23 RFx No: 7200035574

Particulars about the tenderer- (Specimen copy)
(To be uploaded in Packet 'A')

Date:-.....

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners
3. e-mail address of the firm.
4. Name & address of the Bidder
 - 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) e-mail address of the firm
6.
 - b) Registered Head Office with Postal Address and Telephone Number
 - c) Mumbai Office address with Telephone Number.Total annual turnover in the last Financial Year of 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
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 term and conditions mentioned therein & are all acceptable & agreeable in entirety to me/us.

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

Annexure -2

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

**TENDER FORM
(To be uploaded in PACKET A)**

To,
The Municipal Commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION

Sir,

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

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

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for Rs..... and we are aware that this EMD shall not bear any interest till it is with BMC.

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

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

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

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

regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

1.....
2.....
3.....
4.....

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

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

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

Portal Copy (Not to be uploaded in SRM)

Annexure – 3a

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

**UNDERTAKING TO BE SIGNED BY THE TENDERER
(To be uploaded in PACKET A)**

Tender No. :
Due Date:

Date-

AFFIDAVIT

To
The Municipal Commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION
Sir,

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

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

- 8.** I / We shall not sublet the work to any agency without prior approval of the BMC.
- 9.** I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
- a)** I / We fail to keep the e-tender open as aforesaid,
 - b)** I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c)** I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
 - d)** I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
- 10.** I / We understand that the quantity in the tender is approximate. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
- 11.** I/We..... hereby further state and declare that-
I/We are
- not declared insolvent any time in the past.
 - not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
- 12.** I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
- 13.** The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C.
- 14.** I/we further confirm that the information/document submitted by me regarding GSTIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years
- 15.** I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
- 16.** I/We,_____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
- OR
- I/We,_____ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.
- 17.** I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.
- OR
- I/We -----hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production

activity.

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

OR

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

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

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

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

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

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

19. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **Malathion technical 95% ww** as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full quality control over **Malathion technical 95% ww** as mentioned in the tender & in accordance with the specifications therein.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above

including forfeiture of deposit & blacklisting may be taken against me/us.
I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

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

Yours faithfully,

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

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

Note :-

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

Portal Copy (Not to be uploaded in SRM)

Annexure – 3b

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574
UNDERTAKING TO BE SIGNED BY MANUFACTURERS
AFFIDAVIT**

To
The Municipal Commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION

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

1. not declared insolvent any time in the past.
2. not debarred/ black listed by either B.M.C. / central Govt. / state Govt./Public sector undertaking/any other Local body from start date of tender notice..
3. not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

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 B.M.C. or either by any of central Govt./state Govt./Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.

Solemnly affirmed on this _____ the day of _____ 20 .

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

Yours faithfully,

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

WITNESS:

(1) Full Name
And Address

Signature

(2) Full Name
And Address

Signature

Note :-

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

Annexure - 4a

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

PRO-FORMA FOR MANUFACTURER'S LETTER

(If bidder is manufacturer)

(To be uploaded in PACKET B)

To,
Municipal Commissioner,
B.M.C. Mumbai.

Dear Sir,

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

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

Yours faithfully,

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

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

2) Scanned copy of Original letter shall be uploaded.

Annexure- 4b

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

**PRO-FORMA FOR AUTHORISATION LETTER OF MANUFACTURER TO THEIR
AUTHORISED DISTRIBUTOR/DEALER/AGENT**
(To be uploaded in PACKET B)

To,
Municipal Commissioner,
B.M.C. Mumbai.

Dear Sir,

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

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

Yours faithfully,

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

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

2) Scanned copy of Original letter shall be uploaded.

Annexure- 4c

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

**Pro-Forma For Letter Of Authorized Distributor/Dealer/Agent Of Manufacturer
(To Be Uploaded In Packet B)**

To,
Municipal Commissioner,
B.M.C. Mumbai.

Dear Sir,

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

1. We, M/s _____ are authorized distributor/dealer/agent of M/s _____ (name of manufacturer)
2. We have submitted authorization letter given by them as per **Annexure 4b**

Yours faithfully,

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

Note:

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

Annexure- 5

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

Experience Certificate

(To be uploaded in PACKET B)

"M/s _____ have supplied _____ . (Name of insecticide) to our institution in _____ (month/year). The supply, service and quality of material is satisfactorily".

”.

Signature and designation of the
Authorized officer issuing certificate

NOTE:

- 1) Experience Certificate in respect of supply of a _____ to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Large Corporate (without disclosing rates therein) should be supplied in the above mentioned format.
- 2) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 3) **Experience Certificate should be in the name of Bidder or Manufacturer.**
- 4) **Scanned copies shall be uploaded in the PACKET B**
- 5) **Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support of the experience.**

Annexure- 5a
TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574

PRO-FORMA FOR STATEMENT OF EXPERIANCE CERTIFICATES

(FOR THE PERIOD OF LAST FIVE YEARS)

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

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)

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. They shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support and performance certificates of the experience.

Annexure - 6

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,
The Municipal Commissioner,
B.M.C.

Subject: Tender No. _____
due on _____

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

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Portal Copy (Not to be uploaded in SRM)

Annexure – 7

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574**

PRO-FORMA OF 'ARTICLES OF AGREEMENT' FOR THE PURCHASE OF
MATERIALS/EQUIPMENTS.

Bid No.: _____
Due on : _____
**Standing Committee Resolution No. _____ Dated _____ /Mayor's/ Addl.
Municipal Commissioner's/DMC's Sanction No. _____
Dated _____**
Contract for Supply / work of : _____
During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of
_____ Two Thousand _____
Between _____

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

_____ in Mumbai under the style and name of
Messer's _____ for and on behalf of himself /
themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ' the
Contractor/s') of the FIRST PART and _____ Shri/Smt.
_____ the

Dy. Municipal Commissioner (C.P.D.) in which expressions are included unless such inclusion
is inconsistent with the context or meaning therefore include Dy. Municipal Commissioner
(C.P.D.) and any officers of BRIHANMUMBAI MUNICIPAL CORPORATION authorized by the
Dy. Municipal Commissioner (C.P.D.) and shall also include their successors & assign /
assignee for the time being holding office, of the SECOND PART and the Municipal
Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.
WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under
Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and
duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act
1888 to the Dy. Municipal Commissioner (C.P.D.)

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

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

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____
(Rs. _____) in the office of Dy. Municipal
Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this

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

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

1. Contract Period

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

2. Contract deposit:

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

3. Supply to be made according to the Order

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

3(a). Failure to execute Orders

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

3(b). Period

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

4. Place of Delivery

The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such

manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

5. Quality

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

6. Quantity

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

7. Penalty for Inferior Supply

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

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

8. Replacement of Rejected Materials

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

9. Rejection & appeal

Dy. Ch.E. (CPD) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).

10. Fees

The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

11. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the

work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

12. Articles can be brought from elsewhere

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

13. Submission of Bill

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

14. Monetary dealings with the Municipal Employees

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

15. Breach of Contract

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

16. Dissolution of the Contract

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

Corporation as and for liquidated damages.

17. Disputes etc to be decided by the Commissioner

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

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

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

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

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

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

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable

to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

21. Termination of the Contract

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

22. Return of the Contract Deposit

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

23. Banker's Guarantee

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

24. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to

the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

25. Charges

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

26. Singular – Plural

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

27. Meaning

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

28. Acknowledgement

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

29. Penalty

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

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

OR

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

OR

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

OR

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

30. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the

Annexure – 8 (Not applicable)
ANNEXURE – 9

TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574

INTERNAL GRIEVANCE REDRESSAL MECHANISM

- 1) If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs. 25,000/-.
- 2) D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar – Smt. Sonavane (Retired Dy. Law Officer, B.M.C.) with the remuneration of Rs. 10,000/- per matter.
- 3) The Committee for hearing grievances and passing orders will be constituted as follows;

- (a) The Committee will comprise of D.M.C./ Director/ Jt.M.C. of tender inviting department and D.M.C./ Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC(PH).

- (b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC (CPD) will be the members of the Committee.

For example, if tender is invited by Dean(KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC (CPD).

In tabular format:

Tender inviting Department	Work belonging Department
DMC(CPD) or DMC/ Director / Jt.M.C. of concerned Department.	Concerned DMC / Director/ Jt.M.C.

- 4) In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.
- 5) The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
- 6) If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

ANNEXURE – 10

**TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No. 7200035574**

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the -----
-----month of 20--- between BRIHANMUMBAI MUNICIPAL CORPORATION acting through
Shri -----(Name and Designation of the officer)
(hereinafter referred to as the "B.M.C." 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
distortory 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 B.M.C.

- 1.1 B.M.C. 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 distortory impact of
corruption on public procurement.
- 1.2 The B.M.C. 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 B.M.C. will during tender process treat all bidders with equity and reason. The

B.M.C. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary

- dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of B.M.C.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in B.M.C.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the B.M.C. or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the B.M.C. 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 B.M.C. and B.M.C. 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 B.M.C. 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 B.M.C. 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 B.M.C. resulting from such cancellation / rescission and the B.M.C. 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 B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of B.M.C. 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 B.M.C. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The B.M.C. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by B.M.C./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the B.M.C. 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 B.M.C.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the B.M.C. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.
- 10. The Parties hereby sign this Integrity Pact at -----on-----

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.200/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE – 11
TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574

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

Sr. No.	Item Description	HSN Code	GST (CGST/SGST/IGST%)
1	Malathion technical 95% ww		

This annexure - 11 shall be submitted in Packet "A".

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

Portal Copy (Not to be uploaded in SIM)

ANNEXURE – 12
TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

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

ANNEXURE – A
TENDER NO. DY. CH E / CPD/ 35 /TDR / AE-1 OF 2022-23
RFx No: 7200035574

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

I Shri/ Smt.aged year
Indian inhabitant. Proprietor/Partner/ Director of M/s.....
Resident atdo hereby give
Irrevocable undertaking as under.

- 1) I say & undertake that as specified in section 171 of GST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to an appeal to the screening Committee of the GST Counsel.
- 3) I say that above said Irrevocable undertaking is binding upon me/ my / partners/Company/Other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at
This day of
Interpreted Explained and Identified by me.

DEPONANT
BEFORE ME