

**BRIHANMUMBAI MUNICIPAL CORPORATION  
EDUCATION DEPARTMENT**



**Bid/Rfx No: 7200037664**

**e-Tender for Printing Binding and Supplying of Booklets for  
Education department of BMC**

Dy. Education Officer (CPD)  
Office of the Education Officer  
First Floor  
Triveni Sangam BMC school Building,  
Mahadev Palav Marg,  
Curry Road East Mumbai – 400012

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# BRIHANMUMBAI MUNICIPAL CORPORATION

## Education Department

### 1. E-TENDER NOTICE

**Tender No-7200037664**

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites e-tenders as given below in three Packet systems i.e. Packet -A (Administrative), Packet-B (Technical) & Packet- C (Commercial) from **Any Offset Printer & Binder, who is having their own printing and binding unit may quote their offer. Offers received from canvasser will be kept outright.** The tender copy can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) under "e-procurement" section.

All interested bidders, whether already registered or not-registered in MCGM, are mandated to get registered with MCGM for e-tendering process. Login Credentials to participate in the on-line bidding process on the above mentioned portal under "e-procurement".

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab on BMC website. The bidders 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-Mudra CA.

The technical and commercial bids shall be submitted online up to the Bid End Date & Time mentioned below.

Sr. No	Name of the work	EMD	E-Tender price Rs.	Bid Start Date & time	Bid End Date & time
1	Printing, Binding and Supplying of Booklets for Education department	112000/	6200+18% GST	14.10.2022, 05.00 p.m.	04.11.2022, up to 3.00 p.m.

The bidder shall have to pay the "E-Tender price" as mentioned in the above table through online payment gateway before downloading the tender documents.

Earnest Money Deposit (EMD) shall be paid online through payment gateway on or Before due date and time prescribed. The vendors having standing deposit shall also have to pay the full EMD amount online.

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.

The bidders fulfilling the following criteria are eligible to bid for tender.

**Any Offset Printer & Binder, who is having their own printing and binding unit may quote their offer. Offers received from canvasser will be kept outright.**

**Please read carefully all the terms and conditions of the tender document before submitting the tender. If there any doubt or confusion in the tender conditions, bidders may get clarified before submitting the tender.**

By the **order of**  
**Municipal Commissioner**

Sd/-  
Dy. Education officer [CPD]  
Education Department

Address for Communication and Venue for opening of Bid/RFx :

Dy. Education Officer (CPD)  
Office of the Education Officer  
First Floor  
Triveni Sangam BMC school Building,  
Mahadev Palav Marg,  
Curry Road East Mumbai – 400012  
E-mail:- [ed1ao.fn@mcmgm.gov.in](mailto:ed1ao.fn@mcmgm.gov.in)

For details please scroll down

## 2. HEADER DATA

E tender No.	Bid No- <b>7200037664</b>
Name of Organization	Education Department Brihanmumbai Municipal Corporation
Subject	Printing, Binding and Supplying of Booklets for Education department
Estimated Cost	Not applicable (Item rate tender)
Scrutiny fee of E-Tender	Rs. 6200 + (18% GST)
Earnest Money Deposit	Rs. 1,12,000 /-
Pre Bid Meeting	On 20:10:2022 at 3.00p.m. Conference hall Office of the Education Officer First Floor Triveni Sangam BMC school Building, Mahadev Palav Marg, Curry Road East Mumbai – 400012
Start Date and Time of Bidding	14.10.2022 05.00 p.m. , onwards
End Date and Time of Bidding	04.11.2022 up to 3.00 p.m.
Opening of Packet A	As mentioned in Header data of Bid in SRM
Opening of Packet B	
Opening of Packet C	
Address for Communication	Dy. Education Officer (CPD) Office of the Education Officer First Floor Triveni Sangam BMC school Building, Mahadev Palav Marg, Curry Road East Mumbai – 400012 e-mail:
Venue for opening of bid	As above

(This tender document is not transferable)

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **Education Department**

Triveni Sangam BMC school Building, Mahadev Palav Marg, Curry Road East Mumbai –  
400012

### **3. PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tender **Any Offset Printer & Binder, who is having their own printing and binding unit may quote their offer. [Offers received from canvasser will be kept outright]** for the **“Printing, Binding and Supplying of Booklets for Education department”**, for one-year contract period from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

#### **4. Instructions to Vendors participating in e-Tendering Process for the supply of General Materials of BMC**

1.	The e-Tendering process of BMC is enabled through its Portal
2.	All the tender notices including e-Tender notices will be published under the “For Partners” section of BMC Portal.
3.	All the information documents are published under the “Tender and Quotations” section of BMC Portal.
4.	All the interested vendors are required to be registered with BMC for e-Tendering process. Vendors not registered with BMC can apply online by clicking the link ‘For Businesses’ tab – online Vendor registration 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.	Please read carefully the document “Instructions and Articles of Agreement for supply of general items” available in “Tender section” of BMC Portal. 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 “For Partners” section “ <a href="https://tendering.mcgm.gov.in">https://tendering.mcgm.gov.in</a> ” of BMC E-tendering 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 your credentials and follow the instructions given in the document ‘User Manual for Vendors - Bidding Process’ which is available in the ‘For Partners’ 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 dialing help-desk



	number 022- 24811275/76 (BMC IT Cell) from 10.30 AM to 6.00 PM on all working days of BMC.
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**SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON BMC PORTAL.**

All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process

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.

## 5. FLOW OF ACTIVITIES OF TENDER

1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal.
2.	Download the tender documents from the Tender section of M.C.G.M SRM Module after paying online requisite tender price.
3.	If required Pre-bid meeting, as mentioned in tender notice.
4.	Earnest Money Deposit (EMD) shall be paid online through payment gateway on or before due date and time prescribed.
5.	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.-6 of this tender document.
6.	Administrative offer, i.e. Packet 'A' will be opened online on the due date and due time as stated in the Header Data in SRM.
7.	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.
8.	Mail will be sent to bidders (only those bidders, who are responsive in packet A & B) for submission of sealed paper samples in 3 working days as specified in the tender document and samples received will be verified.
9.	Commercial bids i.e. Packet "C" of only those bidders will be opened online, who are found to be responsive in the evaluation of administrative & technical offers and satisfactory verification report as per municipal specifications, in the tender document.
10.	Visit to manufacturer's place of Lowest bidder before the actual work started. (If required)
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
13.	Payment of Contract Deposit, Legal & Stationery 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.
14.	Supply of books at all the locations in Brihanmumbai area as described in the specifications and as per terms & conditions.

## **6. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS**

<b>1</b>	<b>Eligibility Criteria</b>
	<b><u>Who can quote: -</u></b>
	<b>A)</b> Only Offset Printer & Binder, who is having their own printing and binding unit may quote their offer. Offers received from canvasser will be kept outright.
	<b>B)</b> <b><u>Turnover: -</u></b> Bidder must have minimum average annual turnover of Rs.17 lakhs during last three financial years i.e. 2018-19 to 2020-21. Bidder shall submit the Audited Balance Sheets for the same. Bidder shall also submit Turnover Certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (Packet- 'B')
	<b><u>Experience: -</u></b> The bidder shall have following experience of having successfully completed the similar nature of work during last three years prior to due date of the tender. <b>C)</b> i) Three similar completed works each costing not less than Rs. 14 Lakhs <b>OR</b> ii) Two similar completed works each costing not less than Rs.17 Lakhs. <b>OR</b> iii) One similar completed work each costing not less than Rs.22.5 Lakhs. Bidder shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause. Experience Certificate in respect of similar work should be from State Government/Central Government or their undertaking/Semi Government, Local Bodies/Large Corporates.
	<b>D)</b> 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". If it is found that the digital signature used for the submission of tender is other than the authorized representative, then the bid will be treated as non-responsive.
<b>2</b>	<b><u>Where and how to submit the tender</u></b> The tender documents with details as specified in the pro-forma in Annexure must be submitted online in tender section of BMC portal as per the instructions available on BMC Portal for online submission of e- tender.
<b>3</b>	<b><u>The Three Packets System</u></b> The tenderer should upload tender in three packets system as below.
	<b><u>Packet - 'A':</u></b> The tenderer shall not disclose / quote the rate of the items in Packet - 'A'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission.
	<b>Administrative documents - Packet 'A'</b>

1)	Particulars of the Tenderer ( <b>Annexure -1</b> )
2)	Form of undertaking of Mandatory Conditions (Annexure -2)
3)	Under taking to be signed by the Tenderer (Annexure-3)
4)	Declaration by the Tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure-4)
5)	Authorization letter of Authorized representative for downloading and uploading Tender ( <b>Annexure-5</b> )
6)	Declaration by the bidder by the for not being Blacklisted/Debarred on Rs. 100/- (Annexure 6)
7)	AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING (Annexure-7)
8)	<b>SRM Tender document</b> (except Annexures and only SRM copy should be uploaded.)
9)	<b>Firm/ Company/Sanstha Registration Certificates.</b> i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking duly registered with Chief Accountant (Treasury) of BMC. ii) Company Registration Certificate, articles of association as the case may be. iii) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
10)	<b>Solvency certificate</b> The tenderer should upload solvency certificate for minimum of Rs. 20 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.
11)	<b>GST Registration Certificate.</b>
12)	<b><u>PAN CARD</u></b> <b><u>a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/agent etc.</u></b> 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.
13)	Valid Certificate under ESIC Act1948.OR Declaration on letterhead if registration under ESIC Act not applicable. * (Annexure 10)
14)	Valid Registration Certificate under EPF & M Act 1952 if 20 or more Workers are on the establishment of Tenderer. OR Declaration on letterhead if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment. * (Annexure 11)
15)	Scan copy of Online EMD Payment
16)	Undertaking as per <b>Annexure -A</b> on Rs.500/- stamp paper duly notarized

17) Internal Grievance Redressal Mechanism (**Annexure 14**)

**Packet “B”**

The tenderer shall not disclose / quote the rate of the items in Packet – ‘B’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.

The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.

**Technical Documents “Packet B”**

<b>1]</b>	Audited balance sheets and Turnover Certificate of Bidder /Manufacturer of last three financial years (2018-19 to 2020-21) of bidder issued by Auditor of firm/Chartered Accountant.
<b>2]</b>	Last three years Income Tax Return Certificate
<b>3]</b>	Article of Agreement (annexure-8).
<b>4]</b>	Past performance/ Experience certificate
<b>5]</b>	Undertaking for the Production Capacity of Printing and Binding capacity as specified. Please mention the details of machinery with speed
<b>6]</b>	Annexure 12 – Details of Litigation history
<b>7]</b>	PRE-CONTRACT INTEGRITY PACT(Annexure 13)
<b>8]</b>	Declaration by the tenderer regarding HSN Code. (Annexure 15)
<b>9]</b>	Declaration by the tenderer regarding the item quoted (Annexure 16)

**Note 1:-** The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the bidder. If required, the clarification / Additional Document or document which are not uploaded in **Packet “A” & “B”**, then the tenderer shall be intimated to comply with the said requirements within 3 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure –1, by imposing penalty of Rs.2000/- per document.

(Short Documents, incomplete documents)

Tenderer in return shall pay the required penalty and can reply by e-mail and can upload self-attested, signed, scanned copies of the documents asked for. Tenderer shall also submit the required copies physically along with receipt of payment made as penalty.

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.

Also it shall be noted that if the documents are not submitted within the period of 3 days from the date of intimation, then 5% amount of EMD will be forfeited for non-submission of documents in Packet ‘A’ & ‘B’.

**NOTE 2: All the documents in Packet ‘A’ and Packet ‘B’ should be uploaded in P.D.F. Format only.**

Administrative and Technical Bid will be opened on the due date and time as

defined for the bid in the system. **Financial Bid/ commercial bid of only those bidders will be opened online, who are found to be responsive in the evaluation of administrative i.e. Packet A, technical offers, i.e. Packet B and lab testing report found satisfactory as per municipal specifications.** The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

**NOTE 3:**

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.

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. 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.

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.

**Packet - "C"**

The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature.

Packet "C" will be automatically generated as per item data. Tenderer(s) should fill the item wise rates for the items mentioned in the Item data tab.

Allotment of the items shall be on the basis of overall lowest bidder.

**\*\* All the documents uploaded in Packet 'A', Packet 'B' & Packet 'C' should be digitally signed.\*\***

**NOTE 4:**

- 1** While quoting **the prices it must be inclusive of all taxes i.e. GST, etc.,**
- 2** The rate quoted will be taken into consideration for evaluation and price comparisons
- 3** The bidder/tenderer should note that "Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governs the "Anti Profiteering Measure" (APM). As per the provision of this section "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.
- 4** **For the compliance of the above, the bidder/ tenderer shall upload the undertaking as per Annexure A duly signed and stamped on Rs.500/- stamp paper duly notarized in packet 'A'.**
- 5** All the provisions of GST Act will be applicable to this tender

	<p><b><u>Details of Litigation history.</u></b>  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-13 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.  In case there is litigation history, litigation History must cover in Annexure-13. 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-13 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>
4	<p><b><u>Documents to be uploaded</u></b>  All required Original document (or Attested Photocopies of specific documents) shall be scanned &amp; uploaded. The documents shall be attested from Gazzetted officer of the State/central Government or from the Officer of BRIHANMUMBAI MUNICIPAL CORPORATION not below the rank of Assistant Engineer/Administrative Officer before scanning &amp; uploading the same in Packet A and Packet B).</p>
5	<p><b><u>Procedure for the opening of the tender:</u></b>  <b>Packet-A</b> (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.  <b>Packet B</b> will be opened only if administrative offer in Packet A is acceptable.  Mail will be sent to only those bidders, who are responsive in packet “A” and “B” for submission of 3 sets of sealed tender samples in 3 working days as specified in the tender document and samples received will be send for testing.  <b>Packet C</b> i.e. Commercial bid of only those bidders will be opened online, who are found to be responsive in the evaluation of administrative i.e. Packet A, technical offers, i.e. Packet B and satisfactory In-house testing report of both the tender samples as per municipal specifications, in the tender document. In case the administrative and technical offer in Packet A &amp; B and In- house testing report are not found acceptable or found incomplete, then Packet C will not be opened and offer will be kept out of consideration. The date and time of the opening of Packet B &amp; C will be intimated to the responsive tenderer via mail. No complaint for non-receipt of such intimation will be entertained.</p>
6	<p><b><u>Authentication for documents</u></b>  The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors“ dues the damages/losses</p>

	occurred thereof.
<b>7</b>	<p><b><u>Translation of certificates</u></b>  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>
<b>8</b>	<p><b><u>Sign and seal:</u></b>  <b>Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</b>  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  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.  If a limited company/Sansthas/Societies/Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or Authorized representative only.</p>
<b>9</b>	<p><b><u>Paying E.M.D.</u></b>  The tenderer shall have to <b>pay EMD of Rs.112000/-</b> through online payment only  <b>Note:</b> - No Exemption will be allowed for the tenderers having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.</p>
<b>10</b>	<p><b><u>Refund of E.M.D.</u></b>  E.M.D. of bidder except L1 will be refunded as per circular no. CA(F)/Project/32 dt:26.10.2020. However refund of EMD, such bidder will not have any claim for award of contract.   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>
<b>11</b>	<b><u>Pre-bid Meeting</u></b> :- As mentioned in header data
<b>12</b>	<p><b><u>Name of Partners:</u></b>  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>
<b>13</b>	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.



- A) If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- B) If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned.
- C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

**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 Banks, list of which is displayed at Reserve Bank of India's following website:- **[rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf](http://rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf)**

The B.G shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.

- 14** The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

**The B.G shall be retained 6 months after completion of contract period**

**Execution of written contract**

In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by 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.E.O. (C.P.D.) should be informed accordingly.

- 15** 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. E.O. (C.P.D.) should be informed accordingly.

**Bidder shall Pay Contract deposit, legal stationary charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender 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**

	<p><b>Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</b></p> <p><b>Further A fine of Rs.5000 per day will be imposed for Maximum 15 days for submission of contract document.</b></p> <p><b>If the Contract documents are not submitted within above stipulated time (i.e.45 days with inclusive of penalty of 15 days), EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment</b></p>
<b><u>16</u></b>	<p><b><u>Refund of contract deposit</u></b> Contract deposit will be refunded 6 months after satisfactory completion of contract period.</p>
<b><u>17</u></b>	<p><b><u>Unconditional offer</u></b> Tenderers shall quote a firm &amp; unconditional offer. <b><u>Conditional offers shall not be considered and shall be treated as non-responsive.</u></b> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
<b><u>18</u></b>	<p><b><u>Variation in rate</u></b> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
<b><u>19</u></b>	<p><b><u>Firm price</u></b> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable</p>
<b><u>20</u></b>	<p><b><u>Contradictory Clause in tender</u></b> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale", "offer subject to availability of stock", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations" etc. will be rejected outright.</p>
<b><u>21</u></b>	<p><b><u>Alternative clauses in tender.</u></b> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender &amp; 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>
<b><u>22</u></b>	<p><b><u>Validity</u></b> The validity of the offer should be for at least 90 days from the date of the opening of the tender. Tenders specifying validity less than 90 days shall be rejected outright.</p>
<b><u>23</u></b>	<p><b><u>Product Names.</u></b> The tenderer must state the brand name of the product, if any.</p>
<b><u>24</u></b>	<p><b><u>Bidders address</u></b> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure - 1.</p>
<b><u>25</u></b>	<p><b><u>Tender Price:</u></b> Tender Price as mentioned in tender notice is to be paid online and shall not be refundable</p>
<b><u>26</u></b>	<p><b><u>Inspection/Factory Visit (If required) :-</u></b> 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 5 working days from the date of letter of intimation from the</p>

	concerned BMC officer.
<b>27</b>	<p><b><u>In-house Verification of tender samples :</u></b></p> <ol style="list-style-type: none"> <li>1) Responsive tenderers in packet 'A' and 'B' shall be informed by e-mail given by them in Annexure-1, to submit 3 set of sample papers within 3 working days as specified in the mail.</li> <li>2) The tenderer shall submit 3 identical set of samples as per Technical Specification and scope of work, as mentioned below in 3 working days, in the office of the Dy. Education Officer (CPD), First floor, Triveni Sangam BMC school building, Mahadev Palav Marg, Currey Road (East), Mumbai-400012 as per e-mail received from Dy. Education Officer (CPD).</li> <li>3) If bidder fails to submit the sample papers as prescribed in specified period, his offer will be treated as non-responsive. Further, 10% of EMD paid by him shall be forfeited.</li> <li>4) The three sets of samples shall be sealed separately and packed in carton box. Bidder's name and Bid/RFx shall also be mentioned on each box.</li> <li>5) The samples received after date &amp; time specified in e-mail sent by the office of the Dy. E.O. (CPD), shall not be accepted.</li> <li>6) Out of three tender sample sets, two tender sample sets of all the bidders will be verified.</li> <li>7) In-house Verification Report of BMC on tender samples of the bidder will be considered as final and no correspondence will be entertained in this regard.</li> <li>8) If In-house Verification Report of both the sample sets of bidders are found "satisfactory", i.e. found as per BMC specifications and requirements, then their "C" packet will be opened</li> <li>9) However, if one sample set out of two sample sets of bidders is not found "satisfactory", i.e. not found as per BMC specifications and requirements, then their packet "C" will not be opened even though he is responsive in packet A &amp; B.</li> <li>10) The sample sets submitted by the tenderers will be used for testing etc. and therefore, will not be returned to the tenderers and the cost thereof will not be reimbursed.</li> <li>11) If the verification reports of the tender samples are not found in consonance with the BMC specifications and requirements, the tenderer shall be considered as non-responsive.</li> </ol>
<b>28</b>	<b><u>Testing of samples from Supplied lot : (if required)</u></b>
<b>29</b>	<p><b><u>Purchase Order:- The successful bidder will get the Purchase Order from Education Department bidders have to deliver as per location given by BMC Education Department.</u></b></p> <p><b><u>Bidder shall quote the rate inclusive of transportation</u></b></p>
<b>30</b>	<p><b><u>Delivery</u></b> The Tenderer should give free delivery to the respective each school/office within Jurisdictions of BMC within <b>15</b> days from the date of placing the orders</p>
<b>31</b>	<p><b><u>Contract</u></b></p> <p>Contract means the Contract Agreement entered into between the Purchasers, 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.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The</p>

	<p>contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.</p> <p><b><u>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.</u></b></p>
<b>32</b>	<p><b><u>Contract Postponement:-</u></b></p> <p>Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.</p>
<b>33</b>	<p><b><u>Acceptance of Tender</u></b></p> <p>The decision of the Municipal Commissioner shall be final and binding and the Municipal Commissioner does not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the conditions of tender without assigning any reasons.</p>
<b>34</b>	<p><b><u>Acknowledging communications</u></b></p> <p>Every communication from the Dy. E.O. (C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of an authorized person and with an official rubber stamp of the tenderer / quotationer / supplier.</p>
<b>35</b>	<p><b><u>Jurisdiction of courts</u></b></p> <p>In case of any claim, disputes or differences arising in respect of a 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>
<b>36</b>	<p><b><u>Taxes and Duties</u></b></p> <ol style="list-style-type: none"> <li>1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e. G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes &amp; duties clearly &amp; understood that BMC will not bear any additional liability towards payments of any Taxes &amp; duties.</li> <li>2. If the services to be provided by the Tenderers fall under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any.</li> <li>3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation.</li> <li>4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing Anti Profiteering Measure (APM), any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be</li> </ol>

	<p>passed on to the recipient by way of commensurate reduction in prices.</p> <p>5. Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>6. Further, all the provisions of GST Act will be applicable to the tender.</p> <p><b><u>For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A.</u></b></p>
<b><u>37</u></b>	<p><b><u>Replacement of Rejected Materials</u></b></p> <p>Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days from intimation of concerned school failing which the same penalty would be levied at the sole discretion &amp; material will be disposed of by BMC at the risk and cost of contractors without any further correspondence in this regards.</p>
<b><u>38</u></b>	<p><b><u>Payment condition:</u></b></p> <p>Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.</p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through CBS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor"s Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records. <b>Final payment of the contractor shall be released as per the guidelines issued by the Vigilance department from time to time.</b></p>
<b><u>39</u></b>	<b><u>Other:</u></b>
<b><u>40</u></b>	<p><b><u>Rejection</u></b></p> <p>If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
<b><u>41</u></b>	<p><b><u>Penalty For Late Supply</u></b></p> <p>If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Purchasing Officer shall exercise his discretionary power either :-</p> <p>(a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the</p>

	<p>stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
<b><u>42</u></b>	<p><b><u>Consequence of inferior supply</u></b> Tenderer/contractor shall have to replace the rejected materials which are found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned department, at the cost &amp; risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit &amp; Contract Deposit of the contractor shall be forfeited &amp; the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit &amp; Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.</p>
<b><u>43</u></b>	<p><b><u>Blacklisting</u></b> The firm shall be black-listed, if it is found that:-</p> <p style="padding-left: 40px;">i. Forged documents are submitted</p> <p style="text-align: center;"><b>OR</b></p> <p style="padding-left: 40px;">ii. If it becomes responsive on the basis of submission of bogus certificate/ Information.</p> <p style="text-align: center;"><b>OR</b></p> <p style="padding-left: 40px;">iii. In case of non-supply /supply of substandard material.</p>
<b><u>44</u></b>	<p><b><u>Payment of legal and Stationery charges:</u></b> 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. These charges can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p>
<b><u>45</u></b>	<p><b><u>Stamp duty:-</u></b> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of "Stamp Duty Act 1958" (amended till date). The present rate of stamp duty is as follows. <b>Bank Guarantee agreement - 0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.</b> <b>Contract agreement - Stamp duty on contract agreement cost, Rs.500/- upto Rs.10 Lakhs &amp; thereafter Rs.100 for every Rs.1,00,000/- or part thereof, subject to the maximum Rs.25 lakh.</b></p>
<b><u>46</u></b>	<p><b><u>Amendment to tender documents</u></b> 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 newspapers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form</p>

	part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet "A"
<b>47</b>	<p><b><u>Secrecy</u></b> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.</p>
<b>48</b>	<p><b><u>Compliance with security Requirement</u></b> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises</p>
<b>49</b>	<p><b><u>Quantity</u></b> As per attached Item list with this tender document. Quantity maybe vary <math>\pm 10\%</math></p>
<b>50</b>	<p>BMC has formed „Internal Grievance Redressal Committee“ under the chairmanship of Concern DMC/Director. If the bidder is not satisfied then he can made a 2<sup>nd</sup> appeal to Concern AMC for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach „Internal Grievance Redressal Committee“ for Redressal of their grievances by paying fees of Rs.25,000/-. The details of “Internal Grievance Redressal Committee” are given in Annexure-14. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Internal Grievance Redressal Committee.</p>
<b>51</b>	This tendering process is covered under Information Technology Act & Cyber Laws as applicable.
<b>52</b>	<p><b><u>Annexure-13</u></b>:-The bidder must upload in Packet "A", the agreement of integrity pact as per attached <b><u>Annexure-13</u></b> duly signed and stamped on Rs.100/- stamp paper duly notarized. The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p>
<b>53</b>	Tenderer Participating in this bidding process have to furnish the details as per annexure – 1.

<b><u>54</u></b>	The tenderer shall submit all the information/declarations/affidavits mentioned in respective annexure.
<b><u>55</u></b>	<b><u>Risk &amp; Cost Purchase:</u></b> In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
<b><u>56</u></b>	Bidder/ his principle manufacturer shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
<b><u>57</u></b>	<b><u>Tenderer must distinctly understand:</u></b> 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.
<b><u>58</u></b>	<b><u>Confidential Information</u></b> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are 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 affected by the contractor shall continue to be the property of the BMC.
<b><u>59</u></b>	Successful contractor has to provide free of cost about 28 nos. of samples for each type of stationery items to AO (school) and Education officer for their reference.
<b><u>60</u></b>	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.
<b><u>61</u></b>	BMC prefers that bidder should submit the bid for all the items considering value, quantity and logistic involved in the tender. But bidder is at liberty to submit the bid for any number of items as per his will/wish.
<b><u>62</u></b>	BMC prefers that bidder submit the bid for all the items considering the value, quantity and logistic involved in the tender.



## **7. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.**

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

## 8. Annexure

Annexure -1

**Bid Number -7200037664**

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet "A")

(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.

Registered Head Office with Postal Address and Telephone Numbers Mumbai Office address with Telephone Numbers.

2. Names and addresses of all the partners.

3. e-mail address of the firm

i) Name & address of the manufacturer

ii) Places of Manufacturer (In case of firms having more than one place, mention the nearest).

iii) Registered Head Office with Postal Address and Telephone Number

iv) Mumbai Office address with Telephone Number and e-mail address

4. Total annual turnover in the last Financial Year of tenderer.

5. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?

i) If so, furnish photo state copy of Certificate of Registration.

ii) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.

iii) In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).

iv) Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).

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

7. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.

8. 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**

**Bid Number -7200037664**

Form of undertaking of Mandatory Conditions  
(To be uploaded in PACKET A)

SUB: Supply of \_\_\_\_\_.

Tender No. \_\_\_\_\_

Due On \_\_\_\_\_

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 ....

- A) Invitation to Tenderers
- B) Instructions to Vendors participating in e-Tendering Process
- C) Flow of activities of tender
- D) Important General Conditions and Instructions to tenderers
- E) Items Descriptions
- F) Scope of supply and Technical Specifications
- G) Contract Agreement form (Proforma for Article of Agreement)
- H) Annexures
- I) Details of the Item Data in SRM :- (Rate to be filled by tenderer in commercial offer)
- J) Minutes of pre bid meeting,
- K) 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-3a) 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.

Full Signature of the tenderer with  
Official Seal and Address.

Annexure – 3  
**Bid Number -7200037664**

Undertaking to be signed by the tenderer  
(To be uploaded in PACKET A)

Tender No. :

Due Date:

To  
The Municipal Commissioner of Greater Mumbai

Sir,

I/We \_\_\_\_\_ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business for the Establishment / Firm / Registered Company named herein below do here offer to supply the \_\_\_\_\_ as mentioned in the tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items' Rates & Costs, which are herewith duly signed by me / us.

I / We \_\_\_\_\_ do hereby state & declare that I / We, whose names are given herein below in detailed with the addresses have not filled in this TENDER under any other name or under the name of any other Establishment / Firm or otherwise nor we are in any way related or concerned with any Establishment / Firm or any other person who have filled in the above case TENDER.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us, and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I /We agree to comply. I / We undertake to complete the delivery within the period stipulated after receiving an order.

I /We \_\_\_\_\_ have filled in the accompanying TENDER with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the EMD and blacklisting or any other penal action for giving any information which it is found to be incorrect and against the instruction and direction given in this TENDER and failure to execute the written contract.

I / We have already deposited the requisite amount of Earnest Money Deposit as mentioned in this tender Notice, in the office Manager, Education department before due date and due time.

I / We further agree & undertake that in the event if it is revealed subsequently after the allotment of 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 inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I / We agree & 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 is withdrawn by the Corporation.

OR

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non-acceptance of this tender has been first 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 tender before the date of communication to me/us or such notice of non-acceptance, which date shall be not later than fifteen days from the date of the decision of the Standing Committee or of the Corporation, as may be required under the B.M.C. Act, not to accept this tender. And I/We agree that if contrary to the agreement contained in this clause I/We withdraw the tender before the said date the earnest money deposited by me/us as aforesaid shall be liable to forfeiture by the Municipal Commissioner of Greater Mumbai I/We also agree to the forfeiture of the said deposit if in the event of your accepting my/our tender, I/We fail to execute the contract or to make the security deposit when called upon to do so or fail to supply the goods ordered after acceptance of my/our tender in full or in part or fail to execute the orders placed on me/us.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

Yours faithfully,

**Full Signature of the tenderer with  
Official Rubber Stamp.**

Full Name,  
Office & Residential Address of the Proprietor  
/ Partners & E-mail Address.

Annexure-4  
**Bid Number -7200037664**

**DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND ACCEPTANCE OF TERMS  
AND CONDITIONS OF THE TENDER DOCUMENTS**

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

**To be uploaded in PACKET A**

**AFFIDAVIT**

To,  
Municipal Commissioner,  
Brihanmumbai Municipal Corporation.  
Sir,

Ref your Tender No: \_\_\_\_\_.

**I / we give following undertaking:**

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with BMC, actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates, if accepted by BMC
4. 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.
5. I / We also undertake to carry out the supply / work without any interference, what-so-ever to the supply/work.
6. I/We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises/area, if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of the MCGM.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by M.C,G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by BMC, shall constitute a binding contract between me / us and BMC
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

14. I/we hereby certify that I/we was/ were never black listed by BMC or not either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body.

Solemnly affirmed on this \_\_\_\_\_the day of \_\_\_\_\_20 .

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



Annexure – 5  
**Bid Number -7200037664**

Authorization Letter for Downloading and Uploading Tender

To,  
The           Municipal  
Commissioner,BMC

Subject: Tender No. \_\_\_\_\_ due on \_\_\_\_\_

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Note:

- 1) This letter of authorization should be on the letter head of the tenderer and should be signed by a person competent and having the power of attorney to legally bind the tenderer.
- 2) Scanned copy of Original letter shall be uploaded.

NOTE: This annexure - 5 shall be submitted in Packet "A".

Annexure 6  
**Bid Number -7200037664**

Format for Declaration by the bidder for not being Blacklisted / Debarred

(On Rs. 100/- Stamp paper)

**UNDERTAKING CUM INDEMNITY BOND**

We, (1) Mr. \_\_\_\_\_, (2) Mr. \_\_\_\_\_ and (3) Mr. \_\_\_\_\_ aged (1) \_\_\_\_\_ Yrs. , (2) \_\_\_\_\_ Yrs., and (3) \_\_\_\_\_ Yrs. respectively; Proprietor / Partner/ Directors / Power of attorney holders of the firm \_\_\_\_\_ having its office at \_\_\_\_\_ hereby gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the Brihanmumbai Municipal Corporation and/ or (Name of other Authority), having Registration number \_\_\_\_\_ valid up to \_\_\_\_\_ AND WHEREAS the Brihanmumbai Municipal Corporation had published the notice for the work of ..... for Education Department

AND WHEREAS I/We want to participate in the said tender procedure,

I/We hereby give an undertaking cum indemnity Bond as hereinafter appearing: -

I/We hereby agree to undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government undertakings etc.

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

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

The undertaking-cum-indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and /or successor and assigns.

Place:

Dated:

Proprietor / Partner/ Directors / POA Holder  
(Seal of Firm/Co.)

Identified by me BEFOR ME,

Note: This affidavit should be given on Rs.100/- stamp paper duly notarized by Notary with red seal and registration Number

**Annexure - 7**  
**Bid Number -7200037664**

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING  
(To be uploaded in PACKET A)

No. \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
The Municipal Commissioner,  
BMC

Subject:  
Tender No. \_\_\_\_\_  
due on \_\_\_\_\_

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

**Annexure - 8**  
**Bid Number -7200037664**

(To be uploaded in Packet 'B' on letter head)

Draft articles of agreement for the Supply of ..... For BMC Education department

Tender No. \_\_\_\_\_ due on \_\_\_\_\_  
Standing Committee Resolution No \_\_\_\_\_ / Addl. Municipal Commissioner's  
Sanction No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract for Supply / work of : \_\_\_\_\_

Case No. \_\_\_\_\_ 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 Jt.M.C.(EDUCATION) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include JT.M.C.(EDUCATION) and any officers of Brihanmumbai Municipal Corporation authorized by the JT.M.C.(EDUCATION) 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 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 JT.M.C.(EDUCATION)

AND WHEREAS the JT.M.C.(EDUCATION) 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 material/service Equipment 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 material/services/equipment and / or work thereof and his / their said Tender was accepted by the JT.M.C.(EDUCATION) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) in the office of Education department 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 Education department 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

Deputy Commissioner for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ Or until such time as the Supply / work herein mentioned and shall have been completed and certified for by the DMC / 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 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, as required by the any officer of the Corporation authorized in that behalf (such indents/requisitions to 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 the receipt of the respective indents/requisitions in such quantities as may from time to time be indented for such of the brittles 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 / Education department / purchasing Officer shall exercise his discretionary power to recover from the Contractor/s as agreed, liquidated damage 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.

**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 Corporation.

**4. Place of Delivery**

The material/provisions so indented for, unless otherwise specified shall be delivered by the Contractors at the office of establishment of the Corporation, 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 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 Corporation's premises. The cost of any damage done by the Contractors or their agents to Corporation's property while delivering and stacking etc. the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractor/s as per the convenience of the individual department.

**5. Quality**

All articles supplied by the Contractor/s in accordance with the contract and shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal 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 schedule is approximate / fixed.

#### **7. Penalty for Inferior Supply**

If the articles supplied is found of inferior quality or not as per the specification, when tested the supply samples through Govt./Govt. approved Lab / having NABL accredited and test reports is not found in consonance with the pre-tested sample submitted along with 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, he is liable for penalty up to 20% of the total purchase cost and 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, he is liable for penalty up to 20% of the total purchase cost and the firm shall be permanently blacklisted.

#### **8. Rejection & appeal**

Education department or the indenting 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 Contractors.

#### **9. Fees**

The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with inspection, and field or laboratory tests of stores and materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and the test results 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.

#### **10. 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 BMC at the risk and cost of contractors without any further correspondence in this regards

#### **11. Risk & Cost Purchase**

- a. 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 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 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, 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 between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

#### **12. Articles can be brought 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 Indenting 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 Indenting 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 entitle to terminate this contract forthwith 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.38,400/- deposited as Earnest Money Deposit & Rs.\_\_\_\_\_ Contract Deposit 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 make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**17. Disputes etc to be decided by the Commissioner**

If any dispute or difference shall arise between the JT.M.C.(EDUCATION) 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 present or any of them or the quantity or quality thereof the delivery, stacking measurement, weightment for making thereof or other action taken, or purchasing 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 of the DMC/ Education department .or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to 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 decide 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 the and the Municipal Commissioner shall decide the same.

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

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

**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 party to be required to defend or answer any action, suit or proceeding 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 manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

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

The Corporation shall have a lien on and 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 made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the



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 provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the 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 this condition 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 determined on the expiry of the guarantee period on installation and satisfactory commissioning and performance of the said Machine. (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

#### **22. Return of the Contract**

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.\_\_\_\_\_ or refundable money 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 Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision 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 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 or forfeiture of deposit claimable from or against the Contractor/s and 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 Contractor/s and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Contractor/s with 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 present 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 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 hereof. 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 sect.

#### **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 Joint municipal commissioner

#### **28. Acknowledgement**

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

#### **29. Penalty**

If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ Education department / Intending Officer shall exercise his discretionary power either :-

a) To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the material 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 material undelivered. Such penalty is to be deducted always by the consignee from the contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihanmumbai Municipal Corporation.

**OR**

b) 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.

**OR**

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

#### **30. Guarantee**

In case of contracts for items of plant and machinery, mechanical and electrical equipment's, instruments, furniture and such other article etc., the Contractors shall, for a period of twelve calendar months after the acceptance and installation of the equipment, maintain, uphold and keep the same in thorough repairs and working order at their sole cost and expense and to the entire satisfaction of the Municipal Commissioner or the Education department or the Indenting Officer, the whole of machinery/equipment/furniture and shall also be responsible for and be liable under the provisions of this clause eat to make good any defect that may during that period develop in the normal and proper working of the machinery/equipment/furniture

### 31. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement.

### 32. Operation of the Contract Clauses

The JT.M.C.(EDUCATION) or his / her successor/s for the time being holding the office of the JT.M.C.(EDUCATION) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by Education department. shall be deemed to have been signed by the Municipal Commissioner or the JT.M.C.(EDUCATION).

IN WITNESS WHEREOF the Contractors and JT.M.C.(EDUCATION) have here unto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

Of \_\_\_\_\_

In the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

JT.M.C.(EDUCATION) in the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

JT.M.C.(EDUCATION)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this \_\_\_\_ day of \_\_\_\_

S E A L

Two Thousand \_\_\_\_ in the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

Two members of the Standing Committee  
Of the Municipal Corporation of Greater  
Mumbai.

Witness \_\_\_\_\_

Municipal Secretary \_\_\_\_\_

\_\_\_\_\_

Contract examined with the Tender and Resolution of the Standing Committee No\_\_\_\_\_ of \_\_\_\_\_ and found correct.

**Sd/-**  
**Dy. Education Officer**  
**Education department**

**Annexure - 9**  
**List of Approved Bank**  
**(Just for Information not to be uploaded)**  
**Bid Number -7200037664**

1. The following Banks with their branches in Greater Mumbai and up to Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers 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 Bankers Guarantee.

List of approved Banks

(A) S.B.I. & its subsidiary banks

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Saurashtra
7. State Bank of Travencore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank
18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.

32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd

(E) FOREIGN BANKS

74. ABN AMRO BANK N.V.
75. American Express Bank Ltd.
76. ANZ Grindlays Bank
77. Bank of America NT & SA
78. Bank of Tokyo Ltd.
79. Banque Indosuez

80. Banque National De Paris
81. Barclays Bank
82. Citi Bank N.A.
83. Hongkong & Shanghai Banking Corporation Ltd.
84. Mitsui Taiyokbe Bank Ltd.
85. Standard Chartered Bank
86. CHO-Hung Bank
87. HDFC Bank
88. IDBI Bank

ANNEXURE - 10  
**Bid Number -7200037664**

PRO-FORMA FOR "Declaration for ESIC from Bidder  
(To be uploaded in Packet 'A')

To,  
Municipal commissioner  
M.C.G.M Mumbai  
Dear Sir,

Reference: E-Tender Document No. ....Dated .....

We hereby declare that ESIC 1948 is not applicable to our firm as our firm has less than 10 employee/person on our establishment (In case of production by use of energy) and 20 employee/ person on our establishment (In case of production without us of energy) up to date.

In future if nos. employee/person on our establishment will increase as stated above the valid registration certificate under ESIC. Act 1948 will be submitted immediately.

Your's Faithfully,

(Signature With Date,Name & Designation)

For and on behalf of M/s.....

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

2)Scanned copy of original letter shall be uploaded.

3)Tender No./Bid No. should be written on this Declaration.



ANNEXURE – 11  
**Bid Number -7200037664**

PRO-FORMA FOR “Declaration for E.P.F. & M. Act 1952 from Bidder  
(To be uploaded in ENVELOPE ‘A’)

To,  
Municipal commissioner  
M.C.G.M Mumbai  
Dear Sir,

Reference: E-Tender Document No. ....Dated .....

We hereby declare that E.P.F. & M. Act 1952 is not applicable to our firm as our firm has less than 20 employee/person on our establishment up to date.

In future if nos. employee/person on our establishment will increase equal to or more than 20 nos.the valid registration certificate under E.P.F. & M. Act 1952 will be submitted immediately.

Your’s Faithfully,

(Signature With Date,Name & Designation)  
For and on behalf of M/s.....

Note:

- 1)This letter should be on the letter head of manufacturing firm and should be signed by person competent and having the power of attorney to legally bind the manufacturer.
- 2)Scanned copy of original letter shall be uploaded.
- 3)Tender No./Bid No. should be written on this Declaration.

**Annexure - 12**

**Bid Number -7200037664  
Details of Litigation History**

A) 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

B) 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

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

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

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

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

**Annexure - 13**  
**Bid Number -7200037664**

**PRE-CONTRACT INTEGRITY PACT**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bids or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

1. The Bidder 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 MCGM, connected directly or indirectly with the bidding process, or to any 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. The Bidder further undertakes that he 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 MCGM 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 the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
3. 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.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, and advisers shall observe the highest standard of ethics during the Bidding Process, Notwithstanding anything to the contrary contained herein, the authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practices or restrictive practice in the Bidding Process.

For the purpose of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them :

- i. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- ii. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person participation or action in the Bidding Process ;
- iii. "Undesirable Practice" means (I) establishing contract with any person connected with or employed or engage by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or ( ii) having a Conflict of interest; and
- iv. "Respective practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer / Bidder

**Note:** This affidavit should be given on Rs.100/- stamp paper duly notarized by Notary with red seal and registration Number

## **Annexure - 14**

**Bid Number -7200037664**

**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. / Jt. M.C. (Edu.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar
- 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.
  - (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:

<b>Tender inviting Department</b>	<b>Work belonging Department</b>
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 - 15**  
**Bid Number -7200037664**

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

Sr.No.	Items	HSN Code (must be 8 digit)	GST %

**NOTE:** This Annexure - 11 shall be submitted in Packet "B".

Tenderer's  
Signature with Full Name  
& Rubber Stamp

**Annexure -16**  
**Bid Number -7200037664**

**Declaration by the tenderer regarding the item quoted**

Sr.No.	Items	Whether quoted (Yes/No)
1		

**NOTE:** This Annexure – shall be submitted in Packet “B”.

***Tender  
er's Signature  
with Full Name  
& Rubber Stamp***

**Annexure-A**  
**Bid Number -7200037664**

Irrevocable Undertaking  
(On Rs. 500/- Stamp Paper with Notary)

I Shri/ Smt. .... aged ..... year Indian  
inhabitant. Proprietor/ Partner/ Director of M/s.....

Resident at ..... do hereby give Irrevocable undertaking  
as under:

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

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

Solemnly affirmed at DEPONANT

This day of BEFORE ME  
Interpreted Explained and Identified by me.



BRIHANMUMBAI MUNICIPAL CORPORATION

e-Tender

Subject: Printing Binding and Supplying of Booklets for Education department

**Technical Specifications**

Finished Size of Book: - A4

No of colors printed: - 4 Color Front / Back Printing.

Cover Printing: - 4 color front side printing

Appximate No. pages per Book: - 108 pages

The successful tenderer will execute the work of four color printing.

Tenderer should be use 70 GSM Maplitho paper for inner pages of the book and 170 GSM Art Paper for cover.

Tenderer has to quote the rate per one finished book.

BRIHANMUMBAI MUNICIPAL CORPORATION

e-Tender

Subject: Printing Binding and Supplying of Booklets for Education department

**Scope of Work**

- Tenderer should have own offset printing machine set up as well as Binding set up to carry out the specified work.
- Soft copy of the work should be made available to the successful bidder for printing in Hard disk or pen drive or CD or if possible by email.
- Successful bidder have to carry out the printing and binding work within stipulated period
- The tenderer should have the production capacity to print, Bind and deliver 10000 books in a day.
- Tenderer should take an approval of finished dummy from BMC officials before printing and binding work starts.
- Final printed book to be get verified by the Education Department
- Printing should be as per printed specimen, page to page. Front and back side should be matched.
- Tenderer should maintain the quality of work during the printing and Binding.
- After the final confirmation from the Education Department, successful bidder have to supply the books to each BMC school as per list given to him
- List of Schools along with number of copies will be given to vendor by Education Department
- At the time of supply, it is the responsibility of bidder to get the signed copy of challans from Headmasters
- If any delay in this work, penalty will be levied as per tender conditions.

BRIHANMUMBAI MUNICIPAL CORPORATION

e-Tender

**Special terms and Conditions**

Subject: Printing Binding and Supplying of Booklets for Education department

- Rates should be inclusive of collection of soft copy and raw material like plate, Paper, ink etc. Printing charges, Binding charges, delivery charges, transportation and taxes and levies. No extra payment will be done.
- The tenderer should have the production capacity to print, Bind and deliver 10000 books in a day.
- Tenderer has to do the operations of Folding, Gathering, Stapling, Cover pasting, Perfect binding, cutting work, packing and prepare a finished book and deliver it to Education Department as per instructions
- The successful tenderer will not print / Bind any excess copies than the number of copies stated in order / instruction.
- If the work allotted to the vendor is found unsatisfactory then BMC reserves the rights to withdraw the tender from the tenderer without any reason.
- Tenderer should not quote their own terms and conditions. Such offers will kept outright.
- BMC reserves the rights to split the tender as per urgency of work.
- For any clarification tenderer may contact office of Education Department.
- Loading & unloading of material will be the tenderers responsibility.

BRIHANMUMBAI MUNICIPAL CORPORATION

e-Tender

Details of Item Data  
**Bid Number -7200037664**

Sr.No.	Items	Number of Books
1	Printing, Binding and Supplying of Booklets for Education department	43000

# BRIHANMUMBAI MUNICIPAL CORPORATION

e-Tender

**Bid Number -7200037664**

List of Schools to be supplied

Sr.No.	School name	Number of Students
1	Separate list is attached	