

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



TENDER DOCUMENT FOR PROCURMENT OF LAMBDA
CYHALATHERIN 10% WP, TEMEPHOS 50% EC AND ALUMINIUM
PHOSPHID 56% W.W. FOR INTECTICIDE DEPARTMENT OF BMC”

OF

B.M.C.

MUMBAI

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S.E CPD_{1/C}

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EE(CIVIL) CPD_{1/C}

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DY.CH.ENG.(M&E)CPD

THIS TENDER DOCUMENT CONSISTS OF:

| SR. NO. | DESCRIPTION |
|----------------|---|
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1 : E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M. JOSHI MARG, BYCULLA (WEST) MUMBAI - 400 011.

e- PROCUREMENT TENDER NOTICE

No. Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25 Dated 02.01.2025

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

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

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

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

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

| Sr. No | Description | Tender Fee (₹) | EMD (₹) | Publishing and Start Date of online Bid Downloading | End Date and Time of online Bid Submission |
|--------|---|---|--------------|---|--|
| 1. | Supply of Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. to I.O. Dept. of BMC <u>Tender No.</u> <u>Dy.Ch.EN./CPD/38/TDR/ AE-1 of 2024-25</u> Tender ID: 2024_MCGM_1124 068_1 | ₹16,500/- + ₹2,970/- (18%GST) ₹19,470/- | ₹ 7,06,460/- | 02.01.2025 at 16:00 hrs | 31.01.2025 at 16:00 hrs |

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

The pre-bid meeting will be held **on 09.01.2025 at 16.00 pm, venue of the same is at Conference hall, 1'st Floor, Central Purchase Department, 566,N.M.Joshi Marg**

Byculla, Mumbai-400011. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have authorization letter to attend the pre-bid meeting.**

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

The tenderer shall have to **pay EMD of ₹ 7,06,460/-** through online mode only.

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

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

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.

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

**By Order of the
Municipal commissioner
Brihanmumbai Municipal Corporation**

**Sd/-
Dy. Chief Engineer (M&E) CPD**

For detailed tender document please scroll down

2. HEADER DATA

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| E-Tender No. | <u>Dy.Ch.EN/CPD/38 /TDR/AE-1 of 2024-25</u> |
| Name of Organization | Brihanmumbai Municipal Corporation |
| Subject | Procurement of Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. for Intecticide Department of BMC of BMC” |
| Estimated Cost | ₹ 3,53,23,000/- |
| Scrutiny Fee | ₹16,500/- + ₹2,970/- (18% GST) = 19,470/- |
| Earnest Money Deposit | ₹ 7,06,460/- through online mode |
| End Date and Time of Bid Submission | As mentioned in https://mahatenders.gov.in |
| End date & time for receipt of EMD | |
| Opening of Pre-Qualification bids (Packet A) | |
| Opening of Technical bids (Packet B) | |
| Opening of Commercial bids (Packet C) | |
| Address for Communication | Office of Dy.Ch. E. (C.P.D.) <u>566, N.M. JOSHI MARG, BYCULLA (WEST),</u> <u>MUMBAI – 400 011</u> Tel. No. 022-23083161 Ext 226 |
| Venue for opening of bid | Same as above |

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

3: PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender from only manufacturers for Supply of "Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. for the use of Insecticide dept. of BMC **for the Two years contract period** from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

4 : Instructions to Vendors participating in e-Tendering for the supply of General items to BMC.

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| 1. | The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal |
| 2. | Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-MudhraCA /GNFC/ IDRBT/ MtnITrustline/ SafeScrt/TCS. |
| 3. | Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://mahatenders.gov.in ' |
| 4. | The e-token that is registered should be used by the bidder and should not be misused by others. |
| 5. | DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated. |
| 6. | The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents. |
| 7. | After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected. |
| 8. | The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. |
| 9. | If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online. |
| 10. | Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together. |
| 11. | Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document. |
| 12. | <u>Tender Fee:-</u> Tender fee (as mentioned in the Header Data) should be paid online on mahatender Bidder shall note that fee paid is not refundable. |
| 13. | The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids. |
| 14. | The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. so, the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock). |

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| 15. | There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds. |
| 16. | It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes. |
| 17. | The bidder may submit the bid documents online mode only, through mahatender portal. Offline documents will not be handled through this system. |
| 18. | At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. |
| 19. | After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event. |
| 20. | Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness. |
| 21. | It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. |
| 22. | The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission. |
| 23. | All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual. |
| 24. | During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done. |
| 25. | All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal. |
| 26. | All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration. |
| 27. | Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration. |

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| 28. | As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online. |
| 29. | Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated. |
| 30. | The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal. |
| 31. | The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation. |
| 32. | Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal. |
| 33. | For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal. |
| <p>SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. https://mahatenders.gov.in Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in)</p> | |

| 5: FLOW OF ACTIVITIES OF TENDER | |
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| 1. | Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal & Mahatender Portal. |
| 2. | Download the tender documents from the Tender section of Mahatender Portal |
| 3 | Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers. |
| 4. | All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender Portal. |
| 5. | All the information documents are published under the 'e-Procurement' section of BMC Portal. |
| 6. | Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed. |
| 7. | <u>Tender Fee:-</u> tender fee (as mentioned in the Header Data) should be paid online on mahatender Bidder shall note that fee paid is not refundable. |
| 8. | As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the BOQ template should be uploaded after filling the relevant columns. |
| 9. | Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online, as both packets are opened simultaneously. |
| 10. | Lowest tenderer must submit duly labeled & sealed sample of materials mentioned in tender. |
| 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 Charges within period of thirty days from the date of issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty. |
| 14. | Supply of materials described in the specifications and as per terms & conditions. |

SECTION 6 : GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned.

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| 1. | <u>Eligibility Criteria</u> |
| A. | <p><u>Who can quote</u> :-</p> <p>Only Insecticide Manufacturer and/or their authorized Suppliers/distributors/dealers/agents/retailers are qualified to fill and submit the tender. The bidder (if Insecticide manufacturer) should submit the appropriate, valid and current letter as per the pro-forma given in Annexure-4a) OR The bidder (if authorized Suppliers/distributor/dealer/agent/retailers of Insecticide manufacturer) should submit the appropriate, valid and current authority letter as per the pro-forma given in Annexure-4b and 4c. The offers received from the distributors/ dealers/ agents/ without proper authorization letter from the manufacturers shall be rejected outright. One Bidder can submit authorization letters from more than one manufacturer</p> |
| B. | <p><u>Turnover :-</u> The Average annual turnover of the tenderer during last three financial years (i.e. 2021-22, 2022-23 & 2023-24) shall be minimum Rs.61,81,500/- For turnover evidence tenderer in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant with UDIN no. shall be uploaded in support of turnover (PACKET A).</p> |
| C. | <p><u>Experience :-</u> The bidder/Manufacturer shall have <u>cumulative experience of Rs.61,81,500/- for successfully</u> executing similar type of contract of supply of Insecticides during last five years prior to due date of the tender. (Annexure-5) <u>Statement of Experience Certificates</u> (Annexure-5a) shall be uploaded during the submission of the tender. Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause.</p> |
| D. | <p>The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</p> |
| E. | <p><u>Other Conditions-</u></p> <p>1) Manufacturer must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided. 2) Manufacturer should have valid CIB Registration certificate issued by Central Insecticides Board and Registration committee Directorate of Plant Protection Ministry of Agriculture Department of Agriculture & Cooperation. 3) Bidder and his manufacturer both should have valid insecticide license issued by Agriculture Dept. Govt of Maharashtra for sell and storage of Insecticides in Maharashtra under Insecticides Act 1968 & Rules 1971.</p> |

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| | | <p>4) Bidder and Manufacturer should have all the necessary permits, licenses from various departments like Pollution Control Board, Explosives Dept., Agriculture Dept. etc. belonging to Central or State Govt. Department, which are necessary to run the manufacturing units.</p> <p>5) Licenses to Manufacture said Insecticides by appropriate authority.</p> <p>6) Manufacturer's should have valid ISI Registration certificate issued by BIS for the said insecticide.</p> <p>7) If called upon Bidder/ manufacturer shall able to submit the copies of customs/excise duty documents, Airways bill, bill of lading, import/export certificate or should have arrangement/facility to import and/or any other appropriate documents related to the import made by bidder/manufacturer.</p> <p>8) Bidder/manufacturer should give source of technical of all three insecticides. Also submit letter from technical manufacturer mentioning the tender no. & consent to supply technical grade product to formulator/manufacturer of said insecticides in tender</p> <p>During the contract period, if it is observed that bidder/manufacturer/has not taken the required permissions, then the action including blacking listing will be taken on manufacture and bidder.</p> |
| | F. | <p><u>Details of Litigation History :-</u></p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'.</p> <p>If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12 .Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p> |
| | G. | <p>All tenderer must disclose the names 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, and cancelled at any time during its currency. Further it shall invite penal action including black listing.</p> |
| | i. | <p>Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife,</p> |

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| | <p>father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.</p> <p>ii. If it is found that firms as described in clause 1-I have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.</p> <p>iii. If it is found that closely related persons as in clause 1-I have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or if such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-I(i) including similar action against the firms/ establishments concerned.</p> |
| 2. | The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons. |
| 3. | <p><u>Amendment to tender documents</u></p> <p>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 on the portal of BMC and Mahatender. Such addendum /corrigendum /clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'</p> |
| 4. | <p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per annexure –3a.</p> |
| 5. | <p>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.</p> |

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| 6. | <p><u>Validity :-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.</p> |
| 7. | <p><u>Payment of E.M.D.(Earnest money deposit):-</u></p> <p>The tenderer shall pay entire amount of EMD online through payment gateways of GoM on URL http://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover.</p> <p><u>Note :-The vendors having standing deposit shall also have to pay the full EMD amount online. Failing to pay of full EMD amount liable for rejection of tender.</u></p> |
| 8. | <p><u>Refund of E.M.D.:-</u></p> <p>A) E.M.D. of L2 and other higher bidders (L-3,L-4 etc.) 100% EMD paid online shall be refunded automatically as per mahatender procedure.</p> <p>B) In case successful bidder becomes non responsive or withdraw bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 is agreeable to extend bid validity period and ready to deposit requisite amount of bid EMD to the department within stipulated time i.e. 15 days, department will process further as per normal procedure.</p> <p>C) However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p>OR</p> <p>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> |
| 9. | <p><u>Tender Fee:-</u></p> <ul style="list-style-type: none"> • Tender fee (as mentioned in the Header Data) should be paid online on mahatender Bidder shall note that fee paid is not refundable. • Bidder who fails to pay applicable fees will be treated as non responsive. |
| 10. | <p><u>Acknowledging communications :-</u> Every communication from the Dy.Ch.E.(C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p> |
| 11. | <p><u>Where and how to submit the tender :-</u> (Refer Section 5- Flow of activities of Tender & Section 4 : Instructions to Tenderer participating in e-Tendering)</p> <p>The e-Tendering process of BMC is enabled through Mahatender portal 'https://mahatenders.gov.in'</p> <p>The bid should be submitted online through website https://mahatenders.gov.in in two Covers i.e. Fee/PreQual/Technical Cover & Finance Cover.</p> <p>All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same</p> <p>Deadline for submission of bid – as per schedule mentioned in tender notice.</p> |

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| 12. | <u>Documents to be uploaded :-</u> Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded. |
| 13. | <u>Authentication for documents :-</u> The responsibility to produce correct and authentic-documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof. |
| 14. | <u>Translation of certificates :-</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate. |
| 15. | <u>Sign and seal :-</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated. i. If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only. ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only. iii. If a limited company/ Sansthas /Societies /Trust/govt. undertaking/semi govt. undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only. |
| 16. | <u>Power of Attorney (POA):-</u> Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note – (a) The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted. (b) If all uploaded documents are signed by Proprietor or 2 directors/ Managing Director or All partners, as the case may be, POA is not required to be submitted. If Tender is awarded and Contract Documents are signed by POA Holder then at the time of contract POA is to be registered at the Office of Chief Accountant (B.M.C.) |
| 17. | <u>Unconditional offer :-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer. |
| 18. | <u>Variation in rate:-</u> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted. |
| 19. | <u>Firm price :-</u> The prices quoted shall be firm and no variation will be allowed on any account |

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| | whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable. | | | | | | | | | | | | | | | | | | | | | | | | |
| 20. | <p>Contradictory Clause in tender :- 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> | | | | | | | | | | | | | | | | | | | | | | | | |
| 21. | <p>Alternative clauses in tender:- No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 22. | <p>Rejection:- The tender may be considered incomplete, irregular, invalid and liable to be rejected If</p> <table border="1"> <tr> <td>a)</td> <td>The tenderer stipulates own condition /conditions,</td> </tr> <tr> <td>b)</td> <td>Does not fill & sign the Tender Form incorporated in the Tender,</td> </tr> <tr> <td>c)</td> <td>Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication</td> </tr> <tr> <td>d)</td> <td>Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;</td> </tr> <tr> <td>e)</td> <td>The Goods offered are not eligible as per the provision of the tender</td> </tr> <tr> <td>f)</td> <td>Does not submit valid documents listed in Packet 'A' & Packet 'B'.</td> </tr> <tr> <td>g)</td> <td>Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.</td> </tr> <tr> <td>h)</td> <td>Stipulated validity period less than 180 days.</td> </tr> <tr> <td>i)</td> <td>Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</td> </tr> <tr> <td>j)</td> <td>Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:</td> </tr> <tr> <td>1)</td> <td>Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or</td> </tr> <tr> <td>2)</td> <td>Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.</td> </tr> </table> | a) | The tenderer stipulates own condition /conditions, | b) | Does not fill & sign the Tender Form incorporated in the Tender, | c) | Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication | d) | Tenderer is not eligible to participate in the bid as per laid down eligibility criteria; | e) | The Goods offered are not eligible as per the provision of the tender | f) | Does not submit valid documents listed in Packet 'A' & Packet 'B'. | g) | Non-submission or submission of illegible scanned copies of stipulated documents/ declarations. | h) | Stipulated validity period less than 180 days. | i) | Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well. | j) | Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have: | 1) | Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or | 2) | Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC. |
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| f) | Does not submit valid documents listed in Packet 'A' & Packet 'B'. | | | | | | | | | | | | | | | | | | | | | | | | |
| g) | Non-submission or submission of illegible scanned copies of stipulated documents/ declarations. | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1) | Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or | | | | | | | | | | | | | | | | | | | | | | | | |
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| 23. | <p>Bidders address :-</p> <ul style="list-style-type: none"> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per Annexure - 1</u>. Tenderer Participating in this bidding process have to furnish the details as per annexure – 1 | | | | | | | | | | | | | | | | | | | | | | | | |
| 24. | <p>The Two Covers system The tenderer should upload tender in Two Covers system as below.</p> <table border="1"> <tr> <td>i.</td> <td>The tenderer should upload tender in Two Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.</td> </tr> <tr> <td>ii.</td> <td>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'.</td> </tr> </table> | i. | The tenderer should upload tender in Two Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself. | ii. | The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'. | | | | | | | | | | | | | | | | | | | | |
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| iii. | All the documents should be strictly uploaded in P.D.F. format |
| iv. | If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1. Tenderer in return shall reply and submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on Mahatender Portal or in the office of Dy.Ch.Eng.(CPD) within 7 working days (excluding weekly & other holidays) from the date of intimation. |
| v. | The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted . If the information of short documents (Packet A and Packet B as applicable) send by BMC on mahatender or by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive. |
| vi. | Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance. |
| vii. | The tenderer shall not disclose / quote the rate of the items in packet A / B (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not masked will not be accepted and item will be considered Non Responsive. |
| viii. | The tenderer must scan and upload the currently valid documents including the due date and time of tender. |
| ix. | The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure. |
| x. | All Annexure(s) shall be physically signed as per their respective conditions and uploaded. |
| xi. | All addendums/corrigendum shall be uploaded along with tender document |
| I | <u>Fee/Prequal/Technical Bid Cover Contains following sub covers:-</u> |
| a) | <u>Fee Cover :-</u> The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/Packet |
| b) | <u>Administrative Bid (Packet – 'A'):</u> The following Documents shall be submitted in the Packet 'A':- |
| 1. | Particulars about the Tenderer (Annexure –1) |
| 2. | Tender form (Annexure -2) |
| 3. | Undertaking to be signed by the Tenderer (Only Manufacturer) (Annexure-3a) |
| 4. | Undertaking to be signed by the Manufacturer of the Bidders. if Manufacturer is not bidder (Annexure- 3b) |
| 5. | Authorization letter for attending tender opening (Annexure-6) |
| 6. | Articles of Agreement (Annexure 7) |
| 7. | Tender document (except Annexures) only Mahatender copy should be |

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| | uploaded.) |
| 8. | <u>Firm/Company/Sanstha Registration Certificates.</u> i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm. |
| 9. | Solvency certificate The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue. |
| 10. | <u>GST Registration Certificate (as applicable).</u> |
| 11. | <u>PAN CARD</u> a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co. Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card. |
| 12. | Annexure- 8 Authorization letter of authorized representative for downloading and uploading tender on the letterhead of bidder with stamp & signature. |
| 13. | C.A.'s certificate with UDIN No. for Turnover of the tenderer. |
| 14. | Annexure 9 Internal Grievance Redressal Mechanism |
| 15. | Annexure- 10 Form of integrity pact |
| 16. | Annexure 11 Declaration by the tenderer regarding HSN Code & GST Tax% |
| 17. | Annexure 13 Details of criminal cases history Declaration shall be submitted by the tenderer (Manufacturer) on Rs.200/- stamp paper. |
| 18. | Annexure 14 Undertaking cum Indemnity Bond |
| 19. | Bidder shall submit Irrevocable Undertaking on Rs.500/- stamp paper as per 'Annexure-A'. |
| 25. | c) Technical Bid (Packet B) The following Documents shall be submitted in the Packet 'B' :- |
| 1. | <u>Annexure- 4a / Annexure- 4b</u> |
| 2. | <u>Past performance/ experience certificate. (Annexure – 5 and or 5 a)</u> Past Performance or Experience Certificate should be in the name of Bidder/manufacturer |
| 3. | Manufacture valid Licenses in the name of bidder/manufacture, required for manufacturing the Insecticides for which tender is quoted by appropriate authority. |

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| 4. | Manufacturer's valid CIB Registration certificate issued by Central Insecticides Board and Registration committee Directorate of Plant Protection Ministry of Agriculture & Co-operation |
| 5. | Bidder and his manufacturer's valid insecticide license issued by Agriculture Dept. Govt of Maharashtra for sell and storage of Insecticides in Maharashtra under Insecticides Act 1968 & Rules 1971. |
| 6. | Manufacturer's should have valid ISI Registration certificate issued by BIS for the said insecticide. |
| 7. | Manufacturer must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility shall be provided |
| 8. | Manufacturer should upload necessary permits, licenses from various departments like Pollution Control Board |
| 9. | <p>Bidder/manufacturer should give source of technical of all three insecticides-</p> <p>a) If the formulator or manufacturer of the bidder is buying technical grade from other company in india to formulate/manufacture the said insecticides in tender, then upload the technical grade manufacturer's valid CIB Registration certificate of the Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. technical issued by Central Insecticides Board and Registration committee Directorate of Plant Protection Ministry of Agriculture Department of Agriculture & Cooperation from where formulator/manufacture is buying these technical .</p> <p style="text-align: center;">OR</p> <p>a) If the bidder/formulator/manufacturer is importing technical of Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. directly, then upload valid Registration certificate of technical for import only issued by Central Insecticides Board and Registration committee (C.I.B & R.C.)</p> <p>b) Also submit letter from technical manufacturer mentioning the tender no. & consent to supply technical grade product to formulator/manufacturer of Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W.</p> |
| 10. | Annexure 12 – Details of Litigation history. |
| 11. | <p><u>Pre tested sample report :-</u></p> <p>a) Tenderer must test and upload the original copy of pre-tested sample reports of Lambda Cyhalatherin 10% WP as per I.S. No. 14510 of 1997 Temephos 50% EC as per IS No. 8498 of 1977 and Aluminium Phosphid 56% W.W. as per IS 6438: 1980 technical specification & Testing Parameters given in the item data from Govt. lab./Govt. approved lab./ Pvt. Lab. having C.I.B. approved or NABL Accreditation (said insecticide testing should be in laboratories NABL scope)</p> <p>b) The date of pretesting shall be between the start date of the tender and End date of the tender.</p> <p>c) The tenders received without pre-test report will not be considered.</p> <p>d) If the sample report from the Govt./ Govt. approved /Pvt. lab having CIB approved or NABL accreditation is not found "satisfactory", i.e. Not found as per BMC specification and requirements, the tender shall be considered as Non responsive.</p> |

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| | <p>d) <u>Commercial Bid/Finance Cover (Packet C)</u> The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. ** All the documents uploaded in Packet 'A', Packet 'B' & Packet 'C' should be <u>digitally signed.</u>** <u>NOTE 4 :</u> a)<u>While quoting the prices it must be inclusive of all taxes like G.S.T, all duties, levies, Cess etc. The rate quoted will be taken into consideration for evaluation and price comparisons.</u> b) <u>While making payment; the concern BMC Authority will ensure and verify the GST, GSTN,HSN NO. payment receipts conforming the name of the Manufacturer / Supplier and description of the material.</u></p> |
| 26. | <p><u>Taxes and Duties :-</u> G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price Quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any. Rate accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates , increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price Variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. Further, all the provisions of GST Act will be applicable to the tender.</p> |
| 27. | <p><u>Pre-bid Meeting :</u> The pre-bid meeting will be held at <u>venue - Conference hall, 1'st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai-400011.</u> The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/ projects.</p> |

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| 28. | <p><u>Procedure for the opening of the tender Packet :-</u> Packet-'A' (Administrative bid) & Packet 'B'(Technical Bid) will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Packet 'C' will be opened only if the administrative & technical offer in Packet 'A & B' is acceptable. In case the administrative and technical offer in Packet 'A' & 'B' is found not acceptable or found incomplete and those who fail to pay applicable EMD, scrutiny fee, then Packet 'C' will not be opened and offer will be kept out of consideration. The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p> | | | | | | | | |
| 29. | <p><u>Submission of Tender samples:</u> After opening of Commercial bid, Lowest tenderer must submit duly labeled & sealed sample of Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W. within 7 working days from the date of intimation in the office of Dy. Chief Engineer (CPD), 566, N.M.Joshi Marg, Byculla (W), Mumbai-400 011, failing which it will be open to the department to consider the tender as Non-Responsive and EMD of the said tenderer will be forfeited. Tender Sample to be submitted are :- 1 Kg/Lit of each insecticide as mentioned in Item Data of the tender.</p> <ol style="list-style-type: none"> 1) Lowest tenderer sample sent for field testing. if field testing report of sample is satisfactory ,further tender process will be undertaken. 2) Field testing/trial report received from Insecticide Department (I.O.) will be considered as final and no correspondence will entertained in this regard. 3) Field testing/trial report received from Insecticide Department (I.O.) is not found satisfactory then his offer will not be considered 4) The sample submitted by tenderer will be used for testing. And therefore, will not be returned to tenderers and cost thereof will not be reimbursed. 5) It is responsibility of bidder to submit the sealed tender sample as per the requirement and as per tender condition. <p>The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via email. <u>No complaint for non-receipt of such intimation will be entertained.</u></p> | | | | | | | | |
| 30. | <p><u>Evaluation of the tender:-</u></p> <table border="1" data-bbox="370 1234 1482 1856"> <tr> <td data-bbox="370 1234 440 1381">i.</td> <td data-bbox="440 1234 1482 1381">After opening of Packet A and Packet B, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.</td> </tr> <tr> <td data-bbox="370 1381 440 1570">ii.</td> <td data-bbox="440 1381 1482 1570">Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.</td> </tr> <tr> <td data-bbox="370 1570 440 1682">iii.</td> <td data-bbox="440 1570 1482 1682">Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.</td> </tr> <tr> <td data-bbox="370 1682 440 1856">iv.</td> <td data-bbox="440 1682 1482 1856">The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.</td> </tr> </table> | i. | After opening of Packet A and Packet B, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents. | ii. | Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal. | iii. | Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time. | iv. | The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process. |
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| 31. | <p><u>Inspection Visit :- (if required)</u> The lowest Bidder shall have to arrange the Industrial Visit at the manufacturing site of minimum two BMC's officers at bidder's expenses and should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.</p> |
| 32. | <p><u>Internal Grievance Redressal Mechanism :-</u> B.M.C. has formed 'internal Procurement Redressal Committee' for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'internal Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/- within 7days from date of intimation. The details of 'internal Procurement Redressal Committee' are given in Annexure-09. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.</p> |
| 33. | <p><u>Price Negotiation :-</u> The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.</p> |
| 34. | <p><u>Acceptance of Tender/ Award of Contract :-</u> The decision of the Municipal Commissioner shall be final and binding. Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax/stringent any of the conditions of the tender without assigning any reason. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason.</p> |
| 35. | <p><u>Period of Contract:</u> The period of contract shall be two years from the date of issue of Acceptance letter as mentioned in preamble.</p> |
| 36. | <p>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</p> |

SECTION 7: GENERAL CONDITIONS OF CONTRACT

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

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| 1. | <p><u>Contract:-</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanumbai Municipal Corporation of Greater or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p> | | | | | | | | | | |
| 2. | <p><u>Contract Documents:-</u> The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.</p> <ol style="list-style-type: none"> 1) Letter of Acceptance 2) The Contractor's Bid 3) Addendum/Corrigendum to Bid, if any 4) Tender Document 5) The Bill of Quantities / Price Packet 6) The specifications 7) The General conditions of Contract 8) The General Instructions and conditions to tenderers 9) Final written submissions made by the contractor during negotiations, if any 10) All correspondence documents between bidder and BMC. 11) All Annexure | | | | | | | | | | |
| 3. | <p><u>Contract Deposit / Performance Security:-</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; vertical-align: top;">i.</td> <td>The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">ii.</td> <td>The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or Bankers' Guarantee from bank</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">iii.</td> <td>Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks (except IDBI bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">iv.</td> <td>The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">v.</td> <td>The performance B.G. shall remain valid for a period of 6 months beyond the date</td> </tr> </table> | i. | The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA). | ii. | The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or Bankers' Guarantee from bank | iii. | Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- ' rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf '. The B.G. shall be acceptable from these banks (except IDBI bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar. | iv. | The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. | v. | The performance B.G. shall remain valid for a period of 6 months beyond the date |
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| | | of completion of all contractual obligations including warranty and AMC/CMC (if applicable) obligations. |
| | vi. | The B.G. shall be retained 6 months after completion of contract period. |
| | VII. | The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or |
| | a. | to forfeit the said security in whole or in part in the event of: |
| | i. | any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof |
| | ii. | for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect |
| | b. | and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons. |
| 4. | <u>Refund of contract deposit:-</u> Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects. | |
| 5. | <u>Place of Delivery</u> The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department. | |
| 6. | <u>Quality</u> All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected. | |
| 7. | <u>Signing & Execution of Contract :-</u> | |
| | I. | In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor), full amount of the contract deposit must be paid and The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All Such power of attorney need be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly |

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| | II. | In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly. |
| | III. | Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine for delay Rs. 5000/- per day will be imposed up to maximum 7 days. |
| | IV. | If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time (i.e. 37 days including penalty period of 7 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment. |
| | V. | The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so. |
| | VI. | The Rate Circular shall be issued only after Signing of the contract from both the parties i.e. contractor & BMC. |
| | VII. | The contract shall be executed as per the MMC Act. |
| 8. | <u>Payment of legal and stationery charges:-</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract with applicable GST | |
| 9. | <u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of "Stamp Duty Act 1958" (amended till date). | |
| 10. | <u>The Successful Tenderers must distinctly understand:-</u> | |
| | a. | That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country. |
| | b. | The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. |
| | c. | The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor's knowledge. |
| | d. | The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. |
| 11. | <u>Purchase Order:-</u> | |

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| | The user department will place the purchase orders as and when required. |
| 12. | <p><u>Delivery</u> The Tenderer should give free delivery to user Dept.(at any BMC establishments within or outside BMC limit) within 30 days from the date of Receipt of purchase order received from user dept.</p> |
| 13. | <p><u>Testing of Supplied samples :</u></p> <ol style="list-style-type: none"> 1) Supplier shall submit technical standard and Purity Certificate with each supplied lot. 2) Sample from supply lot will be drawn on random basis, jointly by representative of the CPD, user Dept. and the representative of supplier for testing through C.I.B. approved Laboratory/Govt./Govt.approved/laboratory having NABL Accreditation and field trial by the insecticide officer. 3) Probability of sample testing <u>should be</u> <ol style="list-style-type: none"> i) Three times during the one year contract period and ii) Six times during the Two years contract period iii) Otherwise supply testing will be carried out for each batch/lot No. under which supply is done. 4) If the test report of the supply sample tested through C.I.B. approved Laboratory / Govt./Govt. approved/NABL accredited Laboratory, and/or field trial by the insecticide officer is not found satisfactory, the supply shall be rejected and <ol style="list-style-type: none"> i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted. 5) The supplier shall quote lot number/batch no., only BMC, Mfg. date, Expiry date and manufacturer name for this supply. 6) Test report of C.I.B. approved Laboratory / Govt./Govt. approved/ NABL accredited Laboratory, and/or field trial by the insecticide officer for testing for supply samples will be considered as final and no correspondence will be entertained in this regard. 7) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed. 8) The sample from the supply will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation. 9) The test results will be circulated to all departments who have received material from the supplied lot. User department should not use the supplied material unless & until the test report is received. 10) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier. 11) Sample should be passed in laboratory testing, as well as field trial taken by I.O. Lot sample failed in field trial or/and lab testing will be treated as rejection of that particular lot/batch 12) Necessary action regarding defective supply/incomplete supply/Delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority. 13) No payment should be made to the contractor unless the samples from the supplied |

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| | <p>lot are found as per BMC specifications and requirements.</p> <p>14) All the chemicals to be procured should have 730 (Seven hundred thirty) days shelf life. At the time of supply, the material should not have crossed 1/6th of the shelf life i.e. 120 days from the date of manufacture.</p> <p>15) If the bidder/manufacturer is importing said insecticides directly, bidder/ manufacturer shall submit registration certificate of said insecticides for import only issued by Central Insecticide Board & Registration Committee (C.I.B.& R.C.) along with bill of lading with each supplied lot/batch to I.O. Dept. it's I.O. departments responsibility to take above documents from supplier at the time of supply.</p> |
| 14. | <p><u>Penalty:-</u> If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Purchasing Officer shall exercise his discretionary power either :-</p> <p>a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC. OR</p> <p>b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery. OR</p> <p>c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> |
| 15. | <p><u>Consequence of inferior supply:-</u> Tenderer/contractor shall have to replace the rejected materials which are found of inferior quality, or not as per specifications. Replacement shall be done within 15 days from intimation from the concerned department, at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.</p> |
| 16. | <p><u>Replacement of Rejected Materials:-</u> Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by BMC at the risk and cost of contractors without any further correspondence in this regard.</p> |
| 17. | <p><u>Rejection & appeal</u> Dy. Ch.E. (CPD) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).</p> |
| 18. | <p><u>Fees :-</u> The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will, however, be enforced only in the event of the articles supplied and analyzed, being found to be inferior to specifications or stipulated quality.</p> |

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| | Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost. |
| 19. | <p><u>Risk & Cost Purchase :-</u> In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.</p> |
| 20. | <p><u>Articles can be brought from elsewhere.</u> The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.</p> |
| 21. | <p><u>Monetary dealings with the Municipal Employees</u> The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.</p> |
| 22. | <p><u>Blacklisting:-</u> The firm shall be black-listed, if it is found that: - i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.</p> |
| 23. | <p><u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.</p> |
| 24. | <p><u>Secrecy:-</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or</p> |

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| | indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor. |
| 25. | <u>Compliance with security Requirement:-</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any and obtain necessary prior permission for entry into the premises. |
| 26. | <u>Confidential Information:-</u> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items shall be treated as confidential and shall not be 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 affected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC. |
| 27. | <u>Payment condition:-</u> After satisfactory supply Payment will be made within 30 days from the date of satisfactory test report received from Laboratory, submission of the bills thereof and submission of all documents for execution of contract. 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. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment. |
| 28. | <u>Fall Clause:-</u> The Tenderer/contractor undertakes that it has not quoted similar products in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products was supplied by the TENDERER/ contractor to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Contractor from BMC. |

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| 29. | <p><u>Subsequent Legislation:-</u> If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.</p> |
| 30. | <p><u>Corporation's lien over all moneys due to the Contractor or his deposit :-</u> The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor 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 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 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 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 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 from the moneys, security or deposit which may become payable or returnable to the Contractor under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor either in addition to or in substitution of the cash or contract deposit to be made under this contract.</p> |
| 32. | <p><u>Commissioner's direction & decisions to be final and binding:-</u> The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.</p> |
| 33. | <p><u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him:-</u> The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding</p> |

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| | whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto. |
| 34. | <u>Partnership:-</u> Every receipt for money which may become payable or for any security which may become transferable to the Contractor 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 Contractor, 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 se. |
| 35. | <u>Dissolution of the Contract:-</u> The Contractor 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 shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages. |
| 36. | <u>Termination of Contract:-</u> These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities allotted to the Contractor, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed. |
| 37. | <u>Jurisdiction of Courts:-</u> In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only. |
| 38. | <u>Governing Language:-</u> English language version of the contract shall govern its Interpretation. |
| 39. | <u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular. |
| 40. | <u>Meaning:-</u> The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner’ or ‘Deputy Municipal Commissioner’. |
| 41. | <u>Saving clause:-</u> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid. |
| 42. | <u>Applicable Laws:-</u> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time. |
| 43. | <u>Indemnification:-</u> The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the |

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| | contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond to this effect as per Annexure 14. |
| 44. | <u>Operation of the Contract Clauses:-</u> The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner |
| 45 | Bidder / his principle manufacturer shall not have been debarred/ black listed by B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principal manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit. |
| 46 | The Municipal Corporation reserves its right to inspect the premises of the company as and when required. |
| 47. | 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. |

8- FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure.

The nature and extent of the event of Force Majeure.

The estimated Force Majeure Period.

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

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

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

Item Data

| Item No. | Description of the Material & Specification | Quantity in Kg./lit. for two years |
|----------|---|------------------------------------|
| 1 | Aluminium Phosphide 56%WW with ISI Marked IS 6438: 1980 (or as amended upto date) Each tablets weighing 3 grams 333-334 tablets packed in 1Kg. metal tin with airtight tin. | 5000 |
| 2 | Temephos 50% EC With ISI Marked IS No. 8498 of 1977 (or latest amended up to date) in a packing of 5 Ltrs. drum | 28000 |
| 3 | Lambda Cyhalothrin 10% W.P. With I.S.I. Marked I.S. No. 14510 of 1997 (or as amended upto date) of 62.5 gms. In a weight per piece and soluble in water in a packing of 25 Kg. drum (It shall also conform to the general requirements given in IS 8190 (Part 3)) | 5000 |

MARKING-

FOR MCGM SUPPLY NOT FOR SALE in addition to this,

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

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

Annexure -1

Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

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

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners
3. e-mail address of the firm.
4. Places of Manufacturer (In case of firms having more than one place, mention the nearest)
5.
 - a) Total annual turnover in the preceding 3 Financial Years.
 - b) Registered Head Office with Postal Address and Telephone Number
 - c) Mumbai Office address with Telephone Number.
6. If Manufacturers give authority letter (Anexure 4b) to the distributor for the purpose of collecting orders, making supplies, raising bills, collecting payment etc. then Names, contact no. and addresses of distributor-
- 7) Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a) If so, furnish photo state copy of Certificate of Registration.
 - b) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c) In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d) Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company
8. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency
9. 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

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

**Tender Form
(To be uploaded in PACKET A)**

To,
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

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 **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

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

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

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

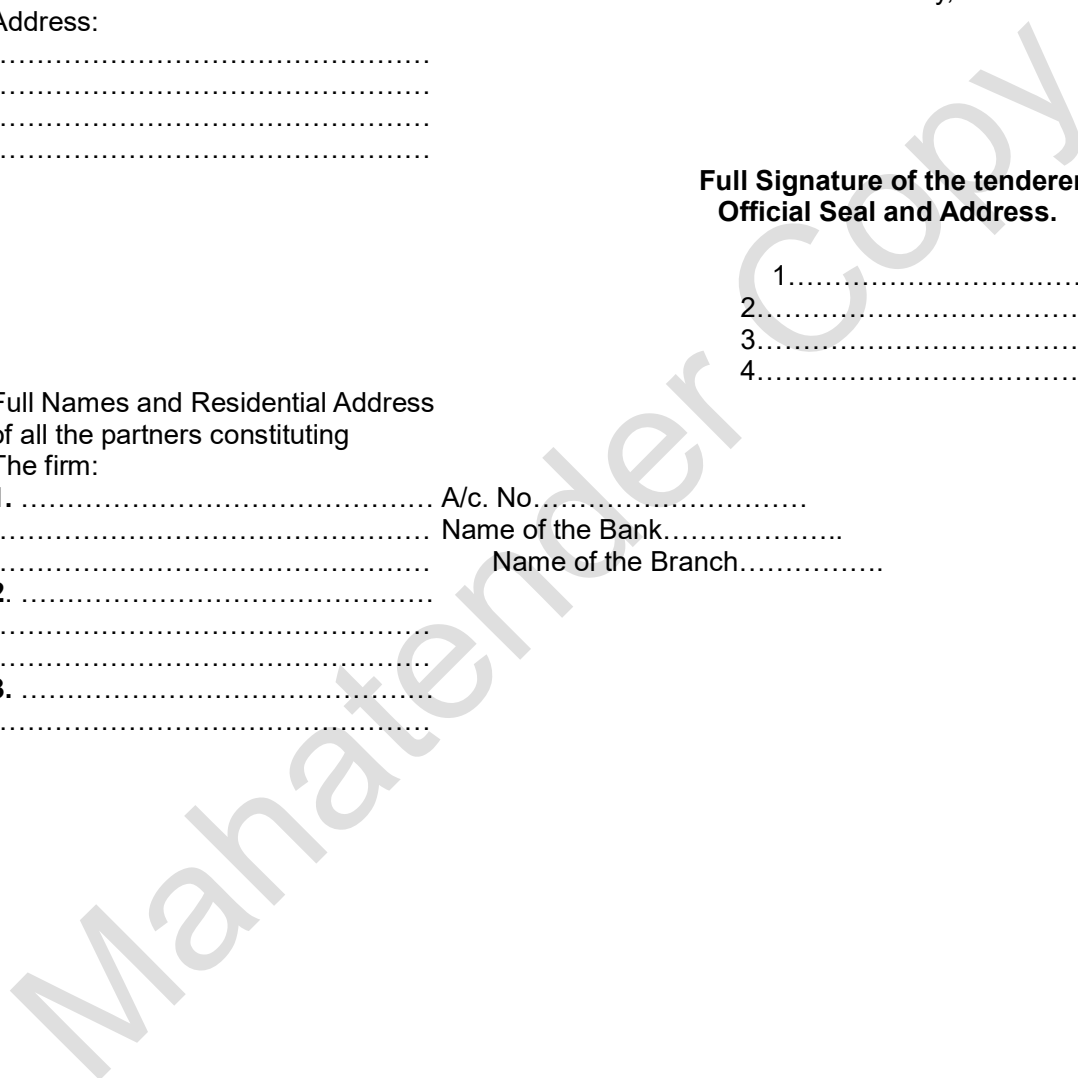
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**Full Signature of the tenderer with
Official Seal and Address.**

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

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

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



Annexure – 3a
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

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

Tender No.:
Due Date:

Date-

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

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

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

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

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

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

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

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

7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision

being binding on us.

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

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

- a) I / We fail to keep the e-tender open as aforesaid,
- b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
- c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
- d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

10. I/We..... hereby further state and declare that-I/We are.

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

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

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

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

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

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

OR

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

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

OR

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

activity.

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

OR

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

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

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

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

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

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

18. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that; we will keep our full quality control over Lambda Cyhalatherin 10% WP, Temephos 50% EC and Aluminium Phosphid 56% W.W as mentioned in the tender & in accordance with the specifications therein.

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

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

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

Yours faithfully,

Signature of Tenderer
Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

Note:-

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

Mahatender Copy

Annexure - 4a

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

PRO-FORMA FOR MANUFACTURER'S LETTER

(If bidder is manufacturer)
(To be uploaded in PACKET B)

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

Dear Sir,

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

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

Yours faithfully,

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

- Note: 1) This letter should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.**
- 2) Scanned copy of Original letter shall be uploaded.**

Annexure – 4b

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

**Pro-Forma For Authorisation Letter Of Manufacturer To Their Authorised
Distributor/Dealer/Agent**

(To be uploaded in PACKET B)

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

Dear Sir,

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

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

Yours faithfully,

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

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

2) Scanned copy of Original letter shall be uploaded.

Annexure- 4c
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

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

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

Dear Sir,

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

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

Yours faithfully,

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

Note:

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

Annexure- 5
TENDER NO. Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

Experience Certificate

(To be uploaded in PACKET B)

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

Signature and designation of the
Authorized officer issuing certificate

NOTE:

- 1) Experience Certificate in respect of supply of a _____ to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Pvt. Hospitals / Pvt. Institutions should be supplied in the above mentioned format.
- 2) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 3) **Experience Certificate should be in the name of tenderer i.e. Manufacturer.**
- 4) **Scanned copies shall be uploaded in the PACKET B**
- 5) **Tenderer i.e. Manufacturer shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support of the experience.**

Annexure- 5a
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

PRO-FORMA FOR STATEMENT OF EXPERIENCE CERTIFICATES

(For the period of last five years)

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

Specify how much quantities of products were supplied to the State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Pvt. Hospitals / Pvt. Institutions as shown below. (Use separate sheet, if necessary)

| Order placed by (Full address of Purchase/ Consignee) | Description and quantity of ordered goods | (attached documentary proof)** |
|--|--|---------------------------------------|
| 1 | 2 | 3 |
| | | |
| | | |

Signature & seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.**

Note:- Experience Certificate should be in a name of the bidder/ or manufacturer. They shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support and performance certificates of the experience.

Annexure -6

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

Authorization Letter for Attending Tender Opening

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 16:00 hrs on my/our behalf.

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note: - Photo ID of Representative is compulsory

Annexure – 7

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

Pro-forma of 'Articles of Agreement' for the purchase of materials/equipments.

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

This agreement made this day of

Two thousand

Between

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

in Mumbai under the style and name of Messrs

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

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

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

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

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

- 9. The General Instructions and conditions to Tenderer
- 10. Final written submissions made by the contractor during negotiations, if any
- 11. All correspondence documents between bidder and BMC
- 12. All annexures

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to complete and maintain the works/supply in conformity in all respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the completion and maintenance of the works/supply the contract sum, at times and in the manner prescribed by the contract.

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

D.M.C.(C.P.D.) in the presence of

1) _____

2) _____

D.M.C.(C.P.D.)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

SEAL

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.**

Head Clerk
I/II/III/IV

SE(CPD)

A.E.(Purchase) Tech.
I/II/III/IV

E.E.(C.P.D.)

Dy. Ch.E.(C.P.D.)

ANNEXURE – 8
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

Authorization Letter for Downloading and Uploading Tender

(To be uploaded in Packet A)

To,
The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

ANNEXURE – 9

Tender No. Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal/grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet "C" and if not satisfied, concerned A.M.C will take decision as per second appeal made by the bidder

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

ANNEXURE – 10
Tender No. Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

FORM OF INTEGRITY PACT

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

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE B.M.C.

1.1 B.M.C. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

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

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

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

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

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

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

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

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

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

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the B.M.C. and B.M.C. shall not be required to assign any reasons therefore.

- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from B.M.C. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by B.M.C. along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the B.M.C. resulting from such cancellation / rescission and the B.M.C. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of B.M.C. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of B.M.C. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

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

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the B.M.C. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the B.M.C.

8. FACILITATION OF INVESTIGATION

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

English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

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

BIDDER/SELLER

Signature -----
Name of officer -----
Designation -----
Name of Company -----
Address -----
Dated -----

Witness-1(BIDDER/SELLER)

Signature -----
Name of officer -----
Designation -----
Name of Company -----
Address -----
Dated -----

Note: This **FORM OF INTEGRITY PACT** should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE - 11
Tender No. Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

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

| Sr. No. | Item Description | Whether Quoted (YES/NO) | HSN Code | GST |
|---------|---|-------------------------|----------|-------------------------|
| 1 | Aluminium Phosphide 56%WW with ISI | | | CGST- SGST- IGST- |
| 2 | Temephos 50% EC | | | CGST- SGST- IGST- |
| 3 | Lambda Cyhalothrin 10% W.P. | | | CGST- SGST- IGST- |

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

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

ANNEXURE – 12
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

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

ANNEXURE – 13
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder / Manufacturer)

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

Or

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

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

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

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

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

ANNEXURE – 14
Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1

UNDERTAKING CUM INDEMNITY BOND

We,

(1) Mr. _____ Aged _____ Yrs

(2) Mr. _____ Aged _____ Yrs

(3) Mr. _____ Aged _____ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm
_____ having _____ it's office
_____ here by gives an UNDERTAKING CUM
INDEMNITY BOND as under:

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

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

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

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

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

Place : _____ sign of

Dated : _____ Proprietor/ Partners/Directors/POA

(Seal of Firm / Co.)

Identified by me,

BEFORE ME

**(The above undertaking shall be submitted by the bidder duly notarized on Rs.200/-
stamp paper in packet A)**

ANNEXURE – A

**Dy. Ch. Eng./CPD/38/TDR/AE-1 of 2024-25
Tender ID :2024_MCGM_1124068_1**

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

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

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

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

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

DEPONANT
BEFORE ME