

BRIHANMUMBAI MUNICIPAL CORPORATION
Central Purchase Department
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011



**e-Tender Document For “ Supply of Supplementary
Nutrition – Energy bars for BMC School Students of
Education Department ”**

FOR

B.M.C.

MUMBAI

Sd/-
SE(CPD)

Sd/-
AE-03(CPD)

Sd/-
EE(M&E) CPD_{1/c}

Sd/-
DY.CH.ENG.(M&E)CPD

THIS TENDER DOCUMENT CONSISTS OF:

SR. NO.	DESCRIPTION
1	E-Tender Notice
2	Header Data
3	Preamble
4	Instructions to Vendors participating in e-Tendering
5	Flow of activities of tender
6	General instructions and conditions to the Tenderers
7	General conditions of contract
8	Force Majeure – obligations of the Bidders
9	Description of the Item Data
10	Annexure – 1 Particulars about the tenderer
11	Annexure – 2 Tender form
12	Annexure – 3a Undertaking to be signed by the tenderer
13	Annexure – 4a/ 4b/4c
14	Annexure -5 Experience Certificate and (Annexure -5a) statement of Experience
15	Annexure-6 Authorization letter for attending tender opening
16	Annexure-7 Articles of Agreement
17	Annexure- 8 Authorization Letter for Downloading and Uploading Tender
18	Annexure- 9 Internal Grievance Redressal mechanism
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20	Annexure 11 Declaration by the tenderer regarding HSN Code & GST Tax%
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23	Annexure – 14 Undertaking cum Indemnity Bond
24	Annexure A Irrevocable Undertaking

1 : E-TENDER NOTICE

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

e- PROCUREMENT TENDER NOTICE

No.Dy.Ch.Eng./CPD/12/TDR/AE-3 of 2025-26 Dated 05.05.2025

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 Fee/PreQual cover, Technical cover & Finance cover shall be submitted online up to the end date & time mentioned below.

S r. N o	Description	Tender Fee (₹)	EMD (₹)	Start Date and Time of online Bid Downloadi ng	End Date and Time of online Bid Submission
1.	e-Tender for Supply of Supplementary Nutrition – Energy bars for BMC School Students of Education Department Tender No. Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26 Tender ID: 2025_MCGM_1176003_1	₹ 30,250/- +₹5,445/- (18% GST) ₹ 35,695/-	₹ 3,95,16,000	05.05.2025 at 12:00 hrs	26.05.2025 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 13.05.2025 at 3:00 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 only(<https://mahatenders.gov.in>).

The tenderer shall have to pay EMD through online mode only.

However, online payment receipts for EMD & Tender fee should be uploaded in Fee/PreQual cover (Packet A) 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

Tender Ref No.	Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
E-Tender ID	2025_MCGM_1176003_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	e-Tender for Supply of Supplementary Nutrition – Energy bars for BMC School Students of Education Department
Estimated Cost	₹ 197,57,97,600/-
Contract Period	1 Year
Tender Fee	₹ 30,250/- + ₹ 5,445/- (18% GST) = ₹ 35,695/- through online mode
Earnest Money Deposit	₹ 3,95,16,000/- 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 (PreQual/Tech cover)	
Opening of Technical bids (PreQual/Tech cover)	
Opening of Commercial bids (Finance cover)	
Address for Communication	Office of Dy.Ch. E. (C.P.D.) 566, N.M. JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011 Tel. No. 022-23083161 Ext 226
Email address for contact	ae03.cpd@mcgm.gov.in
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 Supplier/ Distributors/ Dealers/ Agents/ Retailers **Supply of Supplementary Nutrition – Energy bars for BMC School Students of Education Department for the One year contract period** from date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

Portal Copy

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

1.	The e-Tendering process of BMC is enabled through 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 eMudhra CA /GNFC/ IDRBT/ Mtnl Trustline/ SafeScript/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 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.	Bidders should note that the Tender fee is to be paid online on mahatender portal and bidders should upload receipt of the same in Fee cover.
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).
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 mahatenders 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.
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	
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.	Tender Fee shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
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. Contract period is of One year from date of acceptance.

1.	<u>Eligibility Criteria</u>
A.	<p><u>Who can quote</u> :- The bidder, (Protein bar Manufacturers or their authorized dealer/distributor) who fulfills the tender terms and conditions, is eligible to submit the tender. 1) If the bidder is Manufacturer then he should submit the appropriate, valid and current letter as per the pro-forma given in Annexure-4a. OR 2) If the bidder is authorized distributors/dealers of manufacturer as stated above, he should submit the appropriate, valid and current authorization letter as per the pro-forma given in Annexure-4b and 4c. Both the manufacturer or authorized distributors/dealers of manufacturer may quote their.</p>
B.	<p><u>Turnover:-</u> The minimum average annual turnover of the bidder during last three financial years (i.e. 2021-22, 2022-23, 2023-24) shall be minimum Rs.59.27 Crs. For turnover evidence, tenderer shall submit Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant in PreQual/Tech cover.</p>
C.	<p><u>Experience :-</u> The bidder (Protein bar Manufacturers or their authorized dealer/distributor) shall have cumulative experience of Rs.59.27 Crs having successfully executing similar type of works (i.e. supply of packed foods/ nutritional aahar/ supplementary food/ protein bars) 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 (Protein bar Manufacturers or their authorized dealer/distributor) 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 Fee/PreQual cover.</p>
E.	<p>Manufacturer must fulfill the following conditions :- i) The manufacturer/Processor shall have a Fully Automatic Composite Manufacturing facility i.e. processing from the Raw material up to</p>

	<p>Packaging finished stage in a single premises.</p> <p>ii) The manufacturer/Processor shall have Licenses issued to plant by Local authorities/State Govt./Central Govt.</p> <p>iii) The manufacturer shall have valid registrations and/or trade licenses to carry out the business.</p> <p>iv) Manufacturer should follow The Food Safety and Standards (Packaging) Regulations, 2018 and latest amendments.</p> <p>v) The manufacturer shall have valid “Hazard Analysis and Critical Control Points” (HACCP) Certification.</p> <p>vi) The bidder and his manufacturer shall have valid “Food Safety and Standards Authority of India” (FSSAI) License / Registration.</p> <p>vii) Manufacturer/Processor shall have valid ISO 9001 -2015 and ISO 22000 Registration certificates.</p>
F.	<p>i) To have smooth delivery of ‘Supplementary nutritional food’ in municipal schools for alternate day consumption, the bidder must have adequate storage facility within Mumbai Metropolitan Region (MMR), along with valid Storage License under Section 394 of the B.M.C. Act or any other relevant act from the concerned authority in the name of Manufacturer or their authorized dealer/distributor.</p> <p>ii) If the bidder is authorized distributors/dealers of Manufacturer, he shall also have valid “Food Safety and Standards Authority of India” (FSSAI) License / Registration.</p>
G.	<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>
H.	<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.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.
	ii.	If it is found that firms as described in clause 1-H have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.
	iii.	If it is found that closely related persons as in clause 1-H 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-H (ii) including similar action against the firms/ establishments concerned.
2.	<p><u>Extension:-</u> The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>	
3.	<p><u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it 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 Fee/PreQual cover</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 agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per annexure –3a.</p>	

5.	Bidder 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 due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
6.	<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.
7.	<u>Payment of E.M.D.(Earnest money deposit):-</u> 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/PreQual cover/ Packet 'A'.
8.	<u>Refund of E.M.D.</u> 1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per mahatender procedure. 2. The bid security of successful bidder will be discharged when bidder has signed the agreement and furnish the required security deposits.
9.	<u>Forfeiture of Entire EMD</u> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and ii) Furnish the required Security Deposits.
10.	<u>Tender Fees:-</u> Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on mahatender portal through payment gateway of GOM on URL https://mahatenders.gov.in .
11.	<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.
12.	<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) The e-Tendering process of BMC is enabled through Mahatender portal ' https://mahatenders.gov.in ' The bid should be submitted online through website https://mahatenders.gov.in in three Covers i.e. Fee/PreQual, Technical Cover & Finance Cover. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline

	numbers may guide you for obtaining the same Deadline for submission of bid – as per schedule mentioned in tender notice.
13.	<u>Documents to be uploaded :-</u> Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded. This complete ‘Tender Document’ shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.
14.	<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.
15.	<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.
16.	<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.
17.	<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.)

18.	<p><u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
19.	<p><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.</p>
20.	<p><u>Firm price :-</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The tenderer should quote the basic rate and applicable GST percentage separately. The basic rates quoted shall be inclusive of all taxes and duties applicable except GST.</p>
21.	<p><u>Contradictory Clause in tender :-</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
22.	<p><u>Alternative clauses in tender:-</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>
23.	<p><u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected If</p>
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.
24.	<p><u>Bidders address :-</u></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
25.	<p><u>The Three Covers system</u> The tenderer should upload tender in Three Covers system as below.</p> <p>i. The tenderer should upload tender in Three 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.</p> <p>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 Fee/PreQual cover.</p> <p>iii. All the documents should be strictly uploaded in P.D.F. format</p> <p>iv. If the tenderer has not uploaded all the required and necessary documents as prescribed in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on Mahatender Portal within 7 working days (excluding weekly & other holidays) from the date of intimation.</p> <p>v. The documents which are uploaded in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. If the information of short documents (Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.</p> <p>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</p>

	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 Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked).
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	Fee/ Prequal/ Technical Bid Cover Contains following sub covers:-
a)	Fee/ PreQual Cover / Administrative Bid (Packet – 'A'): The following Documents shall be submitted in the Packet 'A':-
1.	Scanned copy of online paid EMD and Tender fee
2.	Particulars about the Tenderer (Annexure –1)
3.	Tender form (Annexure -2)
4.	Undertaking to be signed by the Tenderer (Annexure-3a)
5.	Undertaking to be signed by the Manufacturer (Annexure-3b) of the bidder
6.	Authorization letter for attending tender opening (Annexure-6)
7.	Articles of Agreement (Annexure 7)
8.	Authorization letter for Downloading and Uploading Tender (Annexure-8)
9.	Grievance Redressal Mechanism (Annexure 9)
10.	Form of integrity pact (Annexure- 10)
11.	Declaration by the tenderer regarding HSN Code & GST Tax% (Annexure 11)
12.	Details of criminal cases history Declaration shall be submitted by the tenderer on Rs.500/- stamp paper (Annexure 13)
13.	Annexure 14 Undertaking cum Indemnity Bond
14.	Tender document (except Annexures and only Mahatender copy should be uploaded.)
15.	Firm/ Company/ Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm.
16.	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.
17.	GST Registration Certificate (as applicable).
18.	<p>PAN CARD</p> <p>a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc.</p> <p>b) In case of Company or firm</p> <p>i) PAN Card of proprietor in case of proprietary /Ownership firm</p> <p>ii) PAN Card of Company in case of Private limited Company-</p> <p>iii) PAN Card of a firm in case of Partnership firm</p> <p>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)</p> <p>d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted.</p> <p>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.</p>
19.	C.A.'s certificate for Turnover of the tenderer and Audited balance sheets
20.	Bidder shall submit Irrevocable Undertaking on Rs.500/- stamp paper as per 'Annexure-A'.
b)	Technical Cover/ Technical Bid (Packet B) The following Documents shall be submitted in the Packet 'B' :-
1.	Annexure- 4a/ 4b/ 4c
2.	Past performance/ experience certificate. (Annexure – 5 and or 5 a) Past Performance or Experience Certificate should be in the name of Bidder.
3.	<p>Pre Tested Sample Report</p> <p>a) Tenderer must test and upload the original copy of pre-tested sample report of “ Supplementary Nutrition- Energy bars and packing material” as per “Annexure for testing parameters” mentioned in tender document from any central Govt. Laboratory/ State Govt. laboratory / Govt. approved laboratory having NABL accreditation for testing of particular item/ Brihanmumbai Municipal Corporation laboratory.</p> <p>b) The date of pre-testing 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 central Govt. Laboratory/ State Govt. laboratory / Govt. approved laboratory having NABL accreditation/ Brihanmumbai Municipal Corporation laboratory is not found “satisfactory”, i.e. Not found as per BMC specification and requirements, the tender shall be considered as Non responsive</p>

4.	The manufacturer shall have valid “ Food Safety and Standards Authority of India ” (FSSAI) License / Registration. If the bid is submitted by authorized distributors/dealers of manufacturer, he should also have valid “Food Safety and Standards Authority of India” (FSSAI) License / Registration.
5.	Licenses issued to Fully Automatic Composite plant by Local authorities/State Govt./Central Govt.
6.	Valid Storage License under Section 394 of the B.M.C. Act or any other relevant act from the concerned authority in the name of Bidder/ manufacturer.
7.	The manufacturer’s valid “ Hazard Analysis and Critical Control Points ” (HACCP) Certification.
8.	Manufacturer's ISO 9001 -2015 and ISO 22000 Registration certificates.
9.	Annexure 12 – Details of Litigation history.
c)	<p><u>Finance Cover / Commercial Bid (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.</p> <p>Rates accepted by BMC are inclusive of taxes only but while filling the BOQ, bidders must fill basic rate and applicable GST to evaluate the Final rate. It is mandatory for bidder to fill both these columns. If bidder fails to mention the GST % in specified column or have filled the inclusive rates in Basic rates column then their rates will not be considered for final evaluation and their offer will be made non-responsive.</p> <p>** <u>All the documents uploaded in Fee/ PreQual Cover/ Technical Cover/ Finance cover should be digitally signed.**</u></p> <p><u>NOTE :</u></p> <p>a) While quoting the basic prices it must be inclusive of all taxes, All Duties, levies, Cess etc. The GST shall be quoted separately as mentioned above. The rate quoted will be taken into consideration for evaluation and price comparisons.</p> <p>b) While making payment ; the concern BMC Authority will ensure and verify the GST, GSTN, HSN No, payment receipts conforming the name of the Supplier and description of the material.</p> <p>c) The Evaluation and thereafter the allotment of the Bidders will be done on the basis of overall lowest of all items.</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 rate 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.</p> <p>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</p>

	<p>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.</p> <p>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'.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p>
27.	<p><u>Pre-bid Meeting :</u></p> <p>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.</p> <p>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>
28.	<p><u>Procedure for the opening of the tender Packet :-</u></p> <p>Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Finance cover/ Packet 'C' will be opened only if the administrative & technical offer in Packet Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' is acceptable. In case the administrative and technical offer in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' is found not acceptable or found incomplete and those who fail to pay applicable EMD, Tender fee, then Finance cover/ Packet 'C' will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Finance cover/ 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>Evaluation of the tender:-</u></p> <p>i. After opening of Fee/ PreQual Cover/ Packet 'A' & Technical Cover/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 Tender shall be on the basis of submitted substantiation documents.</p>

	<p>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.</p> <p>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.</p> <p>iv. The documents which are uploaded in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/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.</p>
30.	<p><u>Inspection Visit :-</u> The successful bidder shall have to arrange the Visit at their Factory/ manufacturing site of BMC Committee (of minimum 10 members) at bidder's own expenses for verification of currently operating site and to confirm quality control process. The Inspection Visit should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.</p>
31.	<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 7 days 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>
32.	<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>
33.	<p><u>Acceptance of Tender/ Award of Contract :-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.</p>
34.	<p><u>Integrity Pact (If Applicable) :-</u> The bidder must upload in Packet 'A', the agreement of integrity pact as per</p>

	<p>attached annexure-10 duly signed and stamped on Rs.500/- stamp paper duly notarized.</p> <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 instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall 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>
35.	<p><u>Period of Contract:</u> The period of contract shall be one year from the date of issue of Acceptance letter as mentioned in preamble.</p>
36.	<p><u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u></p>
37.	<p><u>Quantity</u> The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amount of the contracts.</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.

1.	<p><u>Contract:-</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai 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 Annexures 						
3.	<p><u>Contract Deposit / Performance Security:-</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">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;">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;">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</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
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		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 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 successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.3% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.
	viii.	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
	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 & stationery 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 of Rs. 5000/- per day will be imposed up to maximum 07 days delay.
	iv) If the contractor fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender / contract already accepted shall be considered as cancelled. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed; no bills shall be admitted for payment.
	v) The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so.
	vi) The contract shall be executed as per the MMC Act.
8.	<u>Payment of legal and stationery charges:-</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. <u>The 18% of GST will be applicable on charges and this charges may change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u>
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.

	<p>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). The present rate of stamp duty is as follows:</p> <p>Contract agreement – Stamp duty on contract agreement cost, Rs.500/- upto Rs.5 Lakhs & thereafter 0.3% on the amount above Rs.5 lakhs or part thereof, subject to the maximum Rs.25 lakh.</p>
10.	<p>The Successful Tenderers must distinctly understand:-</p> <p>a. 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> <p>b. The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.</p> <p>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.</p> <p>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.</p>
11.	<p><u>Purchase Order:-</u> Purchase Orders will be placed by A.O. (Schools)/Education Department as and when required.</p>
12.	<p><u>Delivery</u> The Tenderer should give free delivery to the respective each school within Jurisdictions of BMC after placing the purchase orders along with school-wise details of requirements of ‘Supplementary nutrition-Energy bars’ which would form an integral part of the order placed.</p> <ul style="list-style-type: none"> • The total delivery period shall be of 30 days. • The supplier has to make free delivery of the material at school level as stated above, as per purchase order and as per the quantity mentioned in the purchase order. • The supplier should deliver the items in the schools within school working hours. If the supply is done in other than the specified period then it will not be accepted in any case. • The employees who are engaged by the supplier to carry out distribution of food items should possess identity card issued by the contractor and same should be certified by concerned officers of the Education department. • After receipt of PO from Education Department, the Tenderer shall keep material ready to be delivered in the schools, at his designated godown after 15 days. • The distribution of shall be made daily or minimum twice or thrice a week in

	<p>each school as per the standard distribution procedure decided by the concern school authority.</p> <ul style="list-style-type: none"> • The delivery schedule shall be arrange in such a way that, student shall get fresh Energy bars daily. • The delivery period of 30 days can be divided as under: <ul style="list-style-type: none"> i) Delivery to suppliers godown from manufacturing / packing units - 15 days ii) Distribution of material to all schools-30 days <p>The period mentioned above for delivery in godown and distribution to school may vary. However total delivery period shall not exceed more than 30 days.</p>
13.	<p><u>Packaging of material:</u></p> <p>Bidder/ Manufacturer should follow The Food Safety and Standards (Packaging) Regulations, 2018 and latest amendments for packaging and labelling.</p>
14.	<p><u>Testing of samples from Supplied lot :</u></p> <ol style="list-style-type: none"> 1) Supplier shall keep stock to be delivered 15 days before to next month as per purchase order at his go-down prior to delivery in the school and identify this stock with unique lot number. (may be month/year). 2) Samples shall be drawn randomly from every lot/batch stacked in the go-down 15 days before, which will be delivered in the school for daily distribution, jointly by representative of user Dept. and the representative of supplier for testing through the Central Govt. laboratory/ State Govt. laboratory / Govt. approved laboratory having NABL accreditation / Brihanmumbai Municipal Corporation Laboratory. Supplier has to submit manufacturer's testing report batch wise (Energy bars and its packaging material) to BMC. This process will be repeated every month. 3) Samples will be sent for testing by user department. 4) Suppler will deliver material to school, only if report is satisfactory. If not then supplier has to replace complete lot and complete process of testing shall be repeated. 5) If the test report of the supply sample is not found satisfactory. the supply shall be rejected and <ul 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. 6) The supplier shall quote lot number/batch no. for his supplied material to be distributed in school daily. 7) Manufacturer's report of energy bars and its packaging material will be compared with Test report of Central Govt. laboratory/ State Govt. laboratory / Govt. approved laboratory/ Brihanmumbai Municipal Corporation Laboratory, where the sample is sent for testing by BMC. 8) Test report of the Central Govt. laboratory/ State Govt. laboratory / Govt. approved laboratory/Municipal Laboratory, where the sample is sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard. 9) The supply sample will be used for testing etc. and therefore, will not be

	<p>returned to the tenderer and the cost thereof will not be reimbursed.</p> <p>10) The sample from the supply lot will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation.</p> <p>11) The samples shall be sent to testing by the user department and the test results will be directly received by them. They shall circulate the same to all sections, who have received products/items from that supplied lot.</p> <p>12) The quantity of Samples drawn from the supplied lot for testing is to be replaced free of cost by the supplier.</p> <p>13) Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority.</p> <p>14) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.</p>
<p>15.</p>	<p><u>Third Party Inspection :</u></p> <p>Tata Institute of Social Science will be facilitated for arrangement of random testing of the items by Education department as and when required.</p>
<p>16.</p>	<p><u>Penalty:-</u></p> <p>If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Purchasing Officer shall exercise his discretionary power either :-</p> <p>a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the materials undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC. 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> <p>Penalty clauses :</p> <p>1. The Supplier shall commence services at schools within 30 days from the date of receipt of award of contract. If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the BMC may consider for termination of the Contract.</p> <p>2. Quality Monitoring of Energy bars - Committee comprising of Pediatricians,</p>

	<p>Dieticians and Education department will monitor Quality of Energy bars. Committee or any of members will check Energy bars quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 5% contract value can be seized.</p> <p>3. If the Supplier fails to supply Energy bars on a particular day(s) or fails to replace the defective supply of Energy bars in time, a penalty @ Rs.4/- per student on that particular day shall be deducted from the bills of concerned school. In addition to this, the Head of school may make alternative arrangement for supply of Energy bars on that day at the cost and risk of the Supplier.</p> <p>4. The penalty clauses be as under.</p> <table border="1" data-bbox="331 653 1432 1020"> <tr> <td data-bbox="331 653 407 758">1</td> <td data-bbox="407 653 883 758">Complaints regarding quality of Energy bars from school staff</td> <td data-bbox="883 653 1432 758">Replacement of Energy bars and Rs.100/- per complaint after verification by committee.</td> </tr> <tr> <td data-bbox="331 758 407 879">2</td> <td data-bbox="407 758 883 879">Supply of Energy bars - If Energy bars provided to students fails short or provided late</td> <td data-bbox="883 758 1432 879">Energy bars will be given by school and charges (Double) for the same will be deducted from Supplier's bill.</td> </tr> <tr> <td data-bbox="331 879 407 1020">3</td> <td data-bbox="407 879 883 1020">Supply as Per Time Schedule - If the Energy bars are not supplied as per time schedule.</td> <td data-bbox="883 879 1432 1020">Energy bars will be purchased by school from outside & the payment for the same will be deducted from Supplier's monthly bill.</td> </tr> </table>	1	Complaints regarding quality of Energy bars from school staff	Replacement of Energy bars and Rs.100/- per complaint after verification by committee.	2	Supply of Energy bars - If Energy bars provided to students fails short or provided late	Energy bars will be given by school and charges (Double) for the same will be deducted from Supplier's bill.	3	Supply as Per Time Schedule - If the Energy bars are not supplied as per time schedule.	Energy bars will be purchased by school from outside & the payment for the same will be deducted from Supplier's monthly bill.
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17.	<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>									
18.	<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>									
19.	<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>									
20.	<p><u>Fees :-</u> The contractors shall pay such fees as may be decided to be levied by the</p>									

	Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will, however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.
21.	<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 materials 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>
22.	<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>
23.	<p><u>Submission of Bill</u> The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.</p>
24.	<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>
25.	<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 materials / accessories or supply of substandard quality</p>

	or supply of materials / accessories found to have been previously used or having reconditioned parts.
26.	<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>
27.	<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 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.</p>
28.	<p><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.</p>
29.	<p><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.</p>
30.	<p><u>Payment condition:-</u> Payment will be made within 30 days from the date of receipt of satisfactory In-house verification report, 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.</p> <p>NOC of vigilance Dept. as the case may be will required at the time of releasing</p>

	final payment.
31.	<p><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.</p>
32.	<p><u>Force Majeure clause:-</u></p> <p>For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.</p>
33.	<p><u>Subsequent Legislation:-</u> If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.</p>
34.	<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</p>

	<p>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>
35.	<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 Tenderer and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.</p>
36.	<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 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.</p>
37.	<p><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.</p>
38.	<p><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</p>

	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.
39.	<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 hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.
40.	<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.
41.	<u>Governing Language:-</u> English language version of the contract shall govern its Interpretation.
42.	<u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular.
43.	<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’.
44.	<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.
45.	<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.
46.	<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 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.
47.	<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

48.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
49.	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.

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Section 8.FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

“Force Majeure” shall mean any event beyond the control of BMC or of the Contractor, as the case may be, and which is unavoidable 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.

Section 9. Description and Technical Specifications of Supplementary Nutrition-Energy bars

Table 1

Description	Energy bars of 50 Gms for Std. Pre-Primary to Std.10 th
Flavors	Vanilla, Chocolate, Caramel
Shelf life	Shall be minimum 2 months from date of packaging.

Table 2

Nutrition values (Approx.) per 100 gms	
Energy	Kcal
Proteins	10-15 g
Carbohydrates	
Fats	15 g
Vitamins/Minerals	
Calcium	250 mg
Magnesium	150 mg
Iron	11 mg
Iodine	75 mcg
Folic acid	8 mcg
Pantothenic acid	3 mg
Vitamin B1	0.5 mg
Vitamin B2	0.7 mg
Vitamin B6	1 mg
Vitamin B12	0.5 mcg
Niacin	6 mg
Vitamin C	20 mg
Vitamin A Retinol	250 mcg
Vitamin D	1.9 mcg
Vitamin E	5 mg
Jaggery	Should have permissible amount of palatability
Packaging of bar	As per The Food Safety and Standards (Packaging) Regulations, 2018 & latest amendments for packaging and labeling

No added sugar

No added preservatives

No artificial sweetness syrups

No artificial food color

Note: The above contents should be under $\pm 10\%$ tolerance limits.

Printing matter on Carton boxes/ Large packets of 'Energy bar' should be as follows:

For Brihanmumbai Municipal Corporation



Net weight : _____Kg

Packing Month & Year: _____

Expiry Month & Year : _____

Lot/ Batch No. _____

No. of small packets : _____

Supplier name & address : _____

Manufacturer name & address : _____

e-Tender ID : _____

Instruction for Storage and Handling: _____

For BMC use only (Not for sale)

Note-

The supplier shall follow The Food Safety and Standards (Packaging) Regulations, 2018 & latest amendments for packaging and labeling.

Section 10. Annexure for Testing

Nutrition values (Approx.) per 100 gms	
Energy	Kcal
Proteins	10-15 g
Carbohydrates	
Fats	15 g
Vitamins/Minerals	
Calcium	250 mg
Magnesium	150 mg
Iron	11 mg
Iodine	75 mcg
Folic acid	8 mcg
Pantothenic acid	3 mg
Vitamin B1	0.5 mg
Vitamin B2	0.7 mg
Vitamin B6	1 mg
Vitamin B12	0.5 mcg
Niacin	6 mg
Vitamin C	20 mg
Vitamin A Retinol	250 mcg
Vitamin D	1.9 mcg
Vitamin E	5 mg
Jaggery	Should have permissible amount of palatability
Adulterants /microbial parameters	Shall confirm hygienic microbial parameters
Packaging of bar	As per The Food Safety and Standards (Packaging) Regulations, 2018 & latest amendments for packaging and labeling

No added sugar

No added preservatives

No artificial sweetness syrups

No artificial food color

Note: The above contents should be under $\pm 10\%$ tolerance limits.

Section 11. Details of the Item Data (Rates to be filled by the tenderer in commercial offer)

Item No.	Description & specifications of the Material	Quantity in Nos. For One year
1.	Energy bars of 50 Gms for Std. Pre-Primary to Std.10 th	3,95,15,952

Portal Copy

Annexure -1

Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26

Tender ID :2025_MCGM_1176003_1

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Fee/PreQual cover)

Date:-.....

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners
3. e-mail address of the firm.
4. Name & address of the Bidder.
 - a) Registered Head Office with Postal Address and Telephone Numbers
 - b) Mumbai Office address with Telephone Numbers.
5. Name & address of the manufacturer.
 - a) Places of Manufacturer (In case of firms having more than one place, mention the nearest)
 - b) e-mail address of the firm
6.
 - a) Registered Head Office with Postal Address and Telephone Number
 - b) Mumbai Office address with Telephone Number.
 - c) Total annual turnover in the last Financial Year of tenderer.
7. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a) If so, furnish photo state copy of Certificate of Registration.
 - b) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c) In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d) Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company
8. Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a formats.)
9. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
10. Location of other works owned by the firm/Service Provider (if any)

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

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

Annexure -2

**Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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.2,70,300/- 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.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

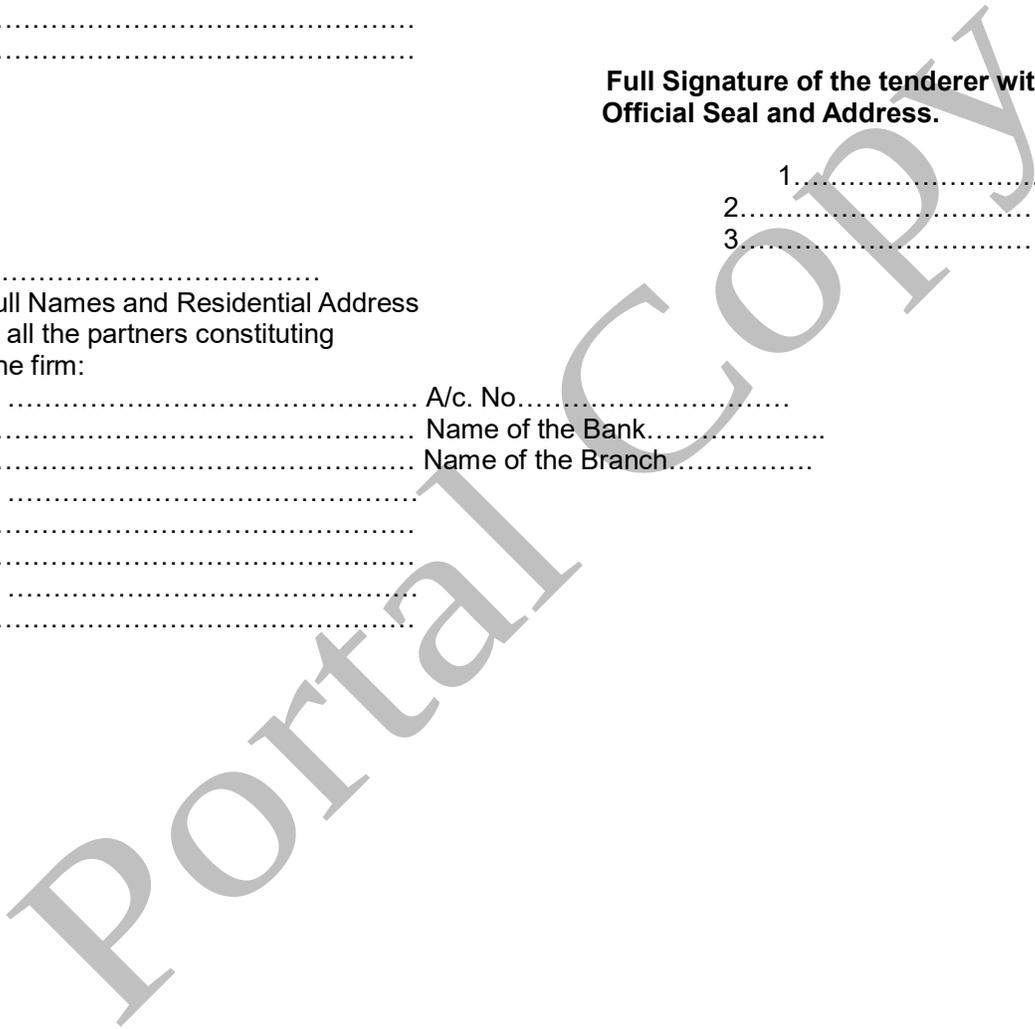
.....
.....
.....
.....

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

1.
2.
3.

4.
Full Names and Residential Address
of all the partners constituting
The firm:

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



Annexure – 3a
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_1

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

Tender No.:

Date-

Due 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 consist 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 ESI Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESI Act 1948.

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESI 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 ESI 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 the **Supply Of Supplementary nutrition-Energy bars** 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 **Supply Of Supplementary nutrition-Energy bars** 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.500/-
duly notarized by Notary Public / First Class Magistrate

Portal Copy

Annexure – 3b

No.Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26

Tender ID: 2025_MCGM_1176003_1

(Undertaking to be signed by the manufacturers, if manufacturer is not bidder)

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

“I/We..... (Manufacturer -----))
hereby state and declare that-I/We are

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

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

Solemnly affirmed on this _____ the day of _____ 20 .

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

Yours faithfully,

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

WITNESS:

(1) Full Name
And Address

Signature

(2) Full Name
And Address

Signature

Note :-

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

Annexure – 4a
No.Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID: 2025_MCGM_1176003_1

Pro-Forma For Manufacturer's Letter
(If bidder is manufacturer)
(To be uploaded in PreQual/Tech cover)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

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

1. We, M/s _____ are an established and reputed manufacturer having factory/factories at _____.
2. We, 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 manufacturer's 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/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_1

**Pro-Forma For Authorization Letter Of Manufacturer To Their Authorized
Distributor/Dealer**

(To be uploaded in PreQual/Tech cover)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

Reference: - Your E-Tender ID _____ 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) is our authorized distributor/dealer & 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)

3. I/We state that the price quoted by M/s _____ (name of authorised distributor/dealer) 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 manufacturer's 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/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_1**

**Pro-Forma For Letter from
Authorized Distributor/Dealer Manufacturer**
(To Be Uploaded in PreQual/Tech cover)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

Reference: - Your E-Tender ID _____ dated _____.

1. We, M/s _____ are authorized distributor/ dealer 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 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
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_1

Experience Certificate
(To be uploaded in PreQual/Tech cover)

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

Signature and designation of the
Authorized officer issuing certificate

NOTE:

- 1) Experience Certificate in respect of supply of a to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Large Corporate (without disclosing rates therein) should be supplied in the above mentioned format.
- 2) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 3) Experience Certificate should be in the name of Bidder/ manufacturer.
- 4) Scanned copies shall be uploaded in the PreQual/Tech cover.
- 5) Bidder 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/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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 undertakings / Semi Government / Local Bodies/ Large Corporate as shown below. (Use separate sheet, if necessary)

Order placed by (Full address of Purchase/ Consignee)	Description and quantity of ordered goods	(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/ 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/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_1**

Pro-forma of 'Articles of Agreement' for the purchase of materials

**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 Brihanmumbai

Municipal Corporation was

Affixed on this _____ day of _____

SEAL

Two Thousand _____ in the presence of

1) _____

2) _____

**Two members of the Standing Committee
Of the Brihanmumbai Municipal Corporation.**

Witness_____

Municipal Secretary_____

**Contract examined with the Tender and Resolution of the Standing Committee
No._____ of _____ and found correct.**

Head Clerk

A.E.-3(CPD)

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

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

Portal Copy

ANNEXURE – 8
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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

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

**Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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

monitory dealings or transactions, directly or indirectly, with any employee of the BMC.

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

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

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

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

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

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

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

BIDDER/SELLER

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

Witness-1(BIDDER/SELLER)

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

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

ANNEXURE – 11
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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	HSN Code	GST %
1	Energy bars of 50 gms for Std.Pre-primary to Std.10 th		CGST- SGST- IGST-

This annexure - 11 shall be submitted in PreQual/Tech cover.

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

ANNEXURE – 12
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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.500/-stamp paper in PreQual/Tech cover)

ANNEXURE – 13
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID:2025_MCGM_1176003_1

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder)

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

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

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

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

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

ANNEXURE – 14
Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID: 2025_MCGM_1176003_1
UNDERTAKING CUM INDEMNITY BOND

(To be Submitted by Bidder)

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 : _____ Proprietor/ Partners/Directors/POA

Dated : _____ (Seal of Firm / Co.)

Identified by me, _____ BEFORE ME

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

ANNEXURE – A

**Dy.Ch.Eng./CPD/12/TDR/ AE-3 of 2025-26
Tender ID :2025_MCGM_1176003_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.

DEPONENT
BEFORE ME

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