

MUNICIPAL CORPORATION OF GREATER MUMBAL
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL, SION
e-BID/Quotation

Office of the Dean,
L.T.M.G.Hospital &
L.T.M.M. College,
Sion, Mumbai- 400 022

Sub : e-Quotation for supply of non-schedul item approx.30000 Nos. Urine Bags to various wards & OTs in L.T.M.G. Hospital.

Gentleman,

The Dean, L.T.M.G. Hospital & L.T.M.M. College, Sion, on behalf of Municipal Commissioner invites e-Bid/Quotations for the work specified in subject above.

If you have all or any item in stock OR are in capacity to carry out the work then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Quotation need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Quotation opening when the relevant details will be read out.

SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF MCGM

1. Earnest Money :

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through MCGM's SRM Portal along with the submission of the bid online.

If during the Bid/Quotation's validity period, the Bidder withdraws his Bid/Quotation, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/Quotation/s for further works of the Municipal Corporation of Greater Mumbai.

The successful Bid/Quotation's Earnest Money will be retained as security till the completion of the work.

2. Submission of Bid/Quotation Online :

As MCGM switched to E-Bidding, all the references in respect to traditional bidding three packet process like packets A, B, C etc may please be ignored, if found any. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.

The document/s available in "*MCGM documents*" folder of the respective E-Bid/Quotation on MCGM portal, is/are part of Bid/Quotation, unless stated otherwise in the Bid/Quotation document.

Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the Bid/Quotation as well as confirmation of the bid/s offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.

All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e Bid/Quotation/Biding to procure digital signature certificate, which can be obtained from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

Prices quoted shall be firm and no variation shall be allowed on any account. In the event that prices for some items specified on lump-sum basis, where unit price/s are required, the Corporation reserves the rights to evaluate unit price/s on the basis of the given lump-sum price/s. Queries relevant to the Bid/Quotation documents shall be immediately informed to concerned help desk.

3. **Submission of the Bid/s :**

The e-Bid/Quotation shall be submitted in packets/folders i.e. Technical Bid / Documents in folder “*Bidder Documents - Packet 'A & B'*”, while price/rates/commercial offer in “Item Data” online. Upload the e-Bid/Quotation (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named “Bidders Documents”. System will prompt for digital signature certificate while uploading these documents.

4. **Packet Bid System :**

In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Quotation i.e. eligibility criteria / per-qualifying criteria etc. bid documents in Packet/Folder 'A cum B' & commercial bid/rate in “*Item Data*”/ “*Packet C*”. All the packets/folders shall be filled as follows ‘

4.1) **Folder for “Bidder Documents – Packet A & B”**

PACKET “A” (Eligibility criteria) :-

Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria, specified if any.

- 1) Size of **Urine Bags** as per Schedule F-II of Drugs& Cosmetics Act. 1940 with latest amendment.
- 2) As per schedule F-II standard of D&C Act 1940.
- 3) Drug MFG. License must be required.
- 4) The Bidder shall be submit sample of **Urine Bags** as per Schedule F-II of Drugs& Cosmetics Act. 1940 with latest amendment.(Sample should be submitted for 1 Nos) with manufacture name, item manufacture date/expire date & test report, one day prior to due date of e-Quotation, Only during Office hours i.e. up to 17.30hrs. Without the sample, offer will be treated as non-responsive
- 5)Supply should be as per sample submitted prior to due date of e-quotation & within 15 days form digitally release of Purchase Order.
- 6) Bidders Pan documents.
- 7) Bidders e-mail id & mobile No. on letter head of the company.

PACKET “B” (Technical Bid) :- Packet “B” shall contain following documents ;

Upload the “PAN Document” as follows.

1. Bidder should scan and upload his own “PAN Card” in case of Retailer/Dealer/Supplier/Distributor, etc.
 2. In case of Company or firm the Bidder should scan and upload ;
 1. ‘PAN’ Card of proprietor in case of proprietary or ownership firm.
 2. ‘PAN’ Card of a company in case of private limited Co.
 3. ‘PAN’ Card of a firm in case of partnership Firm.
 4. The Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/The Maharashtra Co.op.Societies Registration Act 1960 (whichever is applicable) has to scan and upload the PAN Card of Sansthas/Society or Trust only.
 3. However, in case of public limited companies, semi-govt. undertakings, govt. undertaking, no ‘PAN’ documents will be insisted.
- e- Bid/Quotation document except Schedule of quantities & rates.

Certified copies of documents specified in the e-Bid/Quotation document.
Certified documents in concerned with specified Pre-qualification or Eligibility criteria.

4.2) ITEM DATA (i.e. Commercial Bid) :- It shall contain the following documents ;

- a) Fill the rate/s as per type of Bid/Quotation/bid i.e. 'Item rate bidding' in section named ITEM DATA of said online E-Bid/Quotation.

LEGAL + STATIONARY CHARGES (AS PER APPLICABLE CIRCULAR IN FORCE)

Successful quotationer shall pay the Legal Charges +Stationary charges as per Circular **no CA/FRG/03 dtd 23.04.2019.**

Sr.No.	Contract Value in Rs.	Legal & Stationary charges in Rs.
1	Un to 50.000/-	Nil
2	50.001/- to 1.00.000/-	6,290/-
3	1.00.001/- to 3.00.000/-	10,380/- Extra GST Applicable

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

5. Opening of Bid/Quotation :-

Authorized representative may attend the Bid/Quotation opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e. Commercial Bid will be opened.

6. Filling up the Bid/Quotation :-

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the MCGM portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-Bid/Quotation is opened and/or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate "Deviation sheet", which if found not-filled / blank, shall be considered as "No Deviation"

7. Rates / Prices :-

Rate/s OR Percentage shall be filled only in "ITEM DATA" section of e-Bid/Quotation. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Quotation having more than one alternative rate/s for the any item, shall be liable for rejection.

8. Conditional Bid/Quotation rates :

Bid/Quotation/s containing contradictory onerous and vague Stipulation and hedging conditions such as "subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations", etc. are liable to be rejected.

9. Digital Signing of e-Bid/Quotation Document :

Bidders are requested to sign the e-Bid/Quotation form, specifications and schedule of Quantities and Rates and relevant documents etc. after making appropriate entries wherever necessary. If the e-Bid/Quotation is made by an individual it shall be signed with his full name above his current address.

If the e-Bid/Quotation is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the e-Bid/Quotation is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Quotation.

If the e-Bid/Quotation is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Quotation in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation. Such limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

If the e-Bid/Quotation is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid/Quotation, shall be furnished along with the Bid/Quotation.

10. Modifications of Documents :

Modification/s of specifications and/or extension of the closing date of the e-Bid/Quotation if required, will be made by an addendum, which will be published online on MCGM portal. These shall be digitally signed and shall form a part of the e-Bid/Quotation.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

11. Taxes and Duties on material :

G.S.T. and other state levies / cess which are not subsumed under GST will be applicable. The tenderer shall be quote rate/s inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of nay Taxes & Duties.

Wherever the Services to be provided by the Quotationer falls under **Reverse Charge Mechanism**, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc, except that payment / recovery for overall market situation shall be made as per price variation.

12. Evaluation of Bid/Quotation :

In comparing Bid/Quotations, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the Bidder's capacity to perform vis-à-vis the time of completion, apart from the prices offered.

13. Payment Terms :

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/ invoice.

14. Validity :

The Bid/Quotation shall remain firm and valid at least for 120 days i.e.it will be valid up to 120 days from the date of opening the Bid/Quotation.

15. Completion / Delivery period :

The period of delivery of article or completion of work shall be 30 Days from the date of receipt of work order including that day.

16. Penalty :

1) For failure to comply with the order placed for work / supply of the articles within the stipulated period a penalty equivalent to ½ % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10 % of the contract sum.

Penalty for Delay in submission of Bills :

If the contractor fails to submit their bills to concerned executing department for the completed work / running bill within 15 days, penalty or action as shown below will be taken for each delayed bill.

1	After 15 days from the date of completion / running bill upto certain date, upto next 15 days i.e. upto 30 days.	Equal to 5% of bill amount.
2	Next 15 days upto 45 days from the date of completion / running bill upto specified date.	Equal to 10% of bill amount.
3	If not submitted within 45 days from date of completion / R.A. Bill.	Bill will not be admitted for payment.

17. **GENERAL CONDITIONS OF THE CONTRACT :-**

- a) The Bidder shall include all taxes, duties, and levies. No charges will be paid extra due to ignorance on the part of the Bidder.
- b) Supply within 30 days from issue of Purchase Order
- c) Bidders should upload Pan documents.
- d) Bidders e-mail id & mobile No. on letter head of the company.
- e) **Document named “UNDERTAKING” attached in Bid/Quotation, shall be duly filled on Rs.500/- indemnity bond & same shall be uploaded. Offer will be treated as non responsive, if the same valid undertaking is not uploaded with bid submission.**
- f) Duly filled **CONTRACT AGREEMENT FORM** (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor

**DY Dean(L)
L.T.M.G. Hospital, Sion**

[1] ANNEXURE – A ::: IRREVOCABLE UNDERTAKING

(TO BE GIVEN BY QUOTATIONER WITH STAMPDUTY OF RS.500/-)

1. Shri./Smt/ _____ aged _____ yrs., Indian habitant,
Proprietor / Partner / Director of M/s. _____
_____ resident at _____ do
_____ hereby give irrevocable undertaking as under ;

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

B) I further say & undertake that I understand that in case the same is not passed on & is discovered at any later stage, MCGM 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 Council. .

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

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

Whatever has been stated herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at DEPONANT

This day of BEFORE ME

Interpreted Explained and Identified by me.

[2] GENERAL UNDERTAKING

(TO BE GIVEN BY BIDDER WITH STAMPDUTY OF RS.200/-)

NO. _____ DATE:-

To,
The Municipal Commissioner,
M.C.G.M. Mumbai.

Subject :- Bid u/no. _____ for the work of _____
_____ **at LTMG Hospital**

Dear Sir,

“ I/We _____ (Full name in capital letter, starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company, named herein below, do hereby undertake that I/We are registered vendor of Municipal Corporation of Greater Mumbai (i.e. MCGM) having registration/vendor no. _____ and that I/We have offered the best prices for the above mentioned subject / work as per the present market rate and that I/We have not offered less price/s, for the above mentioned subject supply /work, than this/these to any other outside agencies including Govt. / Semi Govt. agencies and within the MCGM also. Further, I/We have filled accompanying tender/offer with full knowledge of the above liabilities and therefore I/We will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting or both, for giving any information which is found to be incorrect and against instruction and direction given in this behalf in this tender/offer.

I / We further 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 Undertaking and I/We will, without fail, communicate or inform MCGM, if my/our firm comes under such or any other penal action/s.

I / We further agree and undertake that, at any stage of tendering procedure, if any information given by me/us in this tender is found false or incorrect, it should be lawful for MCGM to forthwith debar me/we from tendering procedure and initiate appropriate penal action

I / We also agree and undertake that in the event 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 Municipal Corporation of Greater Mumbai for any such losses or inconvenience cause to the Corporation in any manner and will not resist any claim for such compensation on any ground 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.

This undertaking cum indemnity bond is binding upon us/our heirs, executors, administrators & assigns and/or successor & assigns.

Yours faithfully,

_____ (Signature of Competent Authority)

Mr. _____ (Name of Competent Authority)

M/s _____ (Name of Tenderer)

**Tenderers / Quotationers Tenderer’s Seal / Office Stamp Full address & Telephone No.,
Signature & Office Stamp
Vendor Regd. No., if any...**

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ANNEXURE

(to be submitted on Stamp paper / Franking of Rs.500/- for successful quotationer)

**MUNICIPAL CORPORATION OF GREATER MUMBAI
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL**

CONTRACT AGREEMENT FORM

Tender/Quotation _____ Dated _____ Director (M.E.&M.H.) sanction
/Addl. Municipal Commissioner (WS) _____ / PO
NO _____ dt _____, Contract for the work of supply
of _____ is agreement
made this day of _____ between inhabitants
of _____ carrying on business at

_____ under the style and name of messers. _____ (hereinafter called "the Contractor") of the one part and Shri. _____ The Hon.Municipal Commissioner (Hereinafter called "The Commissioner" in which expressions are included, unless the inclusion is inconsistency with the context or meaning thereof his successor or successors for the time being holding the office of the Commissioner of second part and the Municipal Corporation of Brihanmumbai (hereinafter called "the Corporation") of the third part WHEREAS the contractor has tendered for the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation) NOW THIS AGREEMENT WITNESS as follows :-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for Works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read construed as part of this agreement viz.
 - a) The said Tender and letter of acceptance
 - b) The specifications
 - c) The Conditions of Contract
 - d) The appendices
 - e) The schedule of prices
 - f) The Performance Security
 - g) Instructions to tenderers

- 3) In consideration of the payment to be made by the Commissioner to hereby convent with the commissioner to carry out the work _____ in conformly in all respects with the provisions the contract.
- 4) The Commissioner hereby convent to pay to the Contractor in considereation carrying out the work of _____, the contract price ar times in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunti affixed(for have hereunto set their respective hands and seal the day and year above written.

Signed and delivered by the contractor _____

_____ in the presence of & style of

Full name _____

Address _____

in the presence of

The common seal of the Municipal Corporation of Brihan Mumbai was hereunto affixed to the _____

_____ 20__ in the presence of

two members of the standing committee of the corporation.

and in the presence of the Municipal Secretary

Trading under the name
Contractors.

DEAN
L.T.M.G.HOSPITAL

1. _____

2. _____

Municipal Secretary

[3] Annexure 'A' for G.S.TAX

(Duly filled data in following format, to be submitted in Folder “C” as mentioned in Clause 4.2 of 'Quotation Terms')

G.S.T. and other state levies /cess which are not subsumed under GST will be applicable. The tenderer shall quote rate/s inclusive of all taxes. It is clearly understood that MCGM 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.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc, except that payment / recovery for overall market situation shall be made as per price Variation.