

MUNICIPAL CORPORATION OF GREATER MUMBAI

Public Health Department



E-TENDER

FOR

7200033867

Name of Work: Purchasing Standies for Shiv Yog Kendra.

Website: portal.mcgm.gov.in/tenders

Office of: DEHO Cell
Public Health Department
1/8, Abhinandan Building,
Near Preimer Cinema,
Dr.B.A.Road, Parel,
Mumbai – 400012.

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SECTION 1

E-TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

DEHO Cell (Public Health Department)

No. HO/194/ IEC dated Dt.13.7.2022

E-TENDER NOTICE

Subject: Purchasing Standies for Shiv Yog Kendra.

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors must be registered with the Municipal Corporation of Greater Mumbai, (MCGM).

Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcg.gov.in>) on payment of Rs. 1112/- + 18 % GST. The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

- i)* To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Head quarter.
- ii)* Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai
- iii)* For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	Estimated Cost of Project
Purchasing Standies for Shiv Yog Kendra. Size of each Standee is 6 sq.ft X 3 sq.ft.	July 2022 to August 2022	Upto Rs.10,10,670/-

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs.20,215/- (Rupees Twenty Thousand Two Hundred and Fifteen only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcg.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A,B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of EHO, SAP Cell (Public Health Department, 3rd Floor, Dr.B.A.Road, Parel, Mumbai – 400012.). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal. (<http://portal.mcg.gov.in>)

The Applicants interested for the above referred works may contact the DEHO - Cell (Public Health Department) at the following address on any working day during office hours.

Office of: DEHO – Cell ,
Public Health Department,
1/8, Abhinandan Building,
Near Premier Cinema,
Dr.B.A.Road, Parel, Mumbai – 400012.

The applicants may wish to visit the site under reference located at Office of DEHO - DEHO Cell , and can collect the information of the present status from the department who have invited the bids.

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM. (<http://portal.mcg.gov.in/tenders>)

sd/-
Executive Health Officer

HEADER DATA

Guidelines for Schedule of Bidding:

1. The bidders should be given minimum time of 21 days for submitting the bid for the projects where the provision of Pre-Bid meeting is made or else minimum 7 days to be given.
2. The Pre-Bid Meeting shall be scheduled between 3rd to 4th day from the date of start of sale of tender.
3. The minutes of Pre-Bid / Corrigendum shall be uploaded on portal between 3rd to 4th day from the date of start of sale of tender, so as the bidder shall get a clear period of 7 days to submit the bid after the notification of pre-bid minutes / corrigendum.
4. In case of any deviation required in schedule of bidding as mentioned above, approval of DMC (PH) shall be sought and in case if time of sale is required to be more than 21 days (for projects with provision of pre-bid meeting) or 7 days (for projects without provision of pre-bid meeting), then approval of concerned AMC (WS) shall be sought.

Tender Document No	7200033867
Name of Organization	Information Education and Communication Cell (IEC), Public Health Department , MCGM
Subject	Purchasing Standies for Shiv Yog Kendra.
Cost of Tender Form	Rs.1200 + GST 18%
Cost of Tender (Estimated Cost)	Rs.10,10,670/- * (GST included)
Bid Security Deposit/ EMD	S D Rs.50,535/- EMD Rs.20,215 /-
Date of issue and sale of tender	13.07.2022 from 13:30 Hrs
Last date & time for sale of tender & Receipt of EMD	21.07.2022 upto 12:00 Hrs
Submission of Packet A, B & Packet C (Online)	21.07.2022 upto 16:00 Hrs
Pre-Bid Meeting	15.07.2022 at 12:00 Hrs. In Training Hall of DEHO Cell
Opening of Packet A	25.07.2022 after 15:01 Hrs
Opening of Packet B	25.07.2022 after 15:01 Hrs.

Opening of Packet C	27.07.2022 after 15:00PM
Address for communication	Office of the DEHO Cell Public Health Department, 1/8, Abhinandan Building, Near Premier Cinema, Dr.B.A.Road, Parel, Mumbai – 400012.
Venue for opening of bid	On line in EHO office.

This tender document is not transferable.

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/-
Executive Health Officer

SECTION 2

ELIGIBILITY CRITERIA

1. For purchasing Standees for Shiv Yoga Kendra

Name of the Deptt.	Details of project works
IEC Cell / Public Health Department	Purchasing Standies for Shiv Yog Kendra. Size of each Standee is 6 sq.ft X 3 sq.ft., made from good quality Aluminium with silver powder coating and round in shape.

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature MCGM /Semi Govt. /Govt. & Public Sector Organizations during last three (3) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- a) **Two similar completed works each** of value not less than the value equal to **25%** of estimated cost put to tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

1.2 Financial Capacity

Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ (in all classes of civil engineering construction works only) equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

2. Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = (A)

Where,

A = Maximum value of works executed in any one year (year means Financial year) during the last five years.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION 3 DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation of Greater Mumbai (MCGM), hereafter also referred as “The Authority “, or any of its employees or advisor, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Municipal Corporation of Greater Mumbai (MCGM) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Municipal Corporation of Greater Mumbai (MCGM), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or

information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Municipal Corporation of Greater Mumbai (MCGM) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Municipal Corporation of Greater Mumbai (MCGM) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Municipal Corporation of Greater Mumbai (MCGM) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Municipal Corporation of Greater Mumbai (MCGM) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Municipal Corporation of Greater Mumbai(MCGM) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

INTRODUCTION

Public Health Department in MCGM is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the provision of health services and delivered to the public by different departments like EPI (Immunisation), FWMCH (Family Welfare), Tuberculosis, NCD, Surveillance, Epidemiology, Special Hospitals (Eye, ENT, Leprosy, Kasturba, MDACS) etc.

Information Education and Communication Cell (IEC) works for spreading health awareness among citizens of Mumbai. Health messages for prevention, early diagnosis and complete treatment of various communicable and non-communicable diseases which are of public health importance are included in this portfolio. Display of Health messages on Hoardings, bus shelter etc. is commonly used medium for IEC.

Public Health department is starting Shivyoga Kendra in 24 wards. For the publicity of these centers, standees are to be display at various places. Each standee will be of size 6 X 3 ft.

The artwork design of health messages will be given to Contractor in soft copy. The contractor shall print on standee.

Work shall be completed within 10 days after receiving the Purchase Order.

SECTION 5

E-TENDERING ONLINE

SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as “Sale Date”

End Date read as

“Submission Date”

Supplier read as

“Contractor/bidder”

Vendor read as

“Contractor/bidder”

Vendor Quotation read as “Contractors

Bid/Offer” Purchaser read as

“Department/MCGM”

- I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal.

There are two methods for this registration : (II and III)

II. Transfer from R3 (registered contractors with MCGM) to SRM

1. Contractors already registered with MCGM will approach to Vendor Transfer cell.
2. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
3. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
4. Transferred Vendor receives User ID creation link on his supplied mail Id.
5. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

- 1.** Vendor fills up Self Registration form via accessing MCGM portal.
- 2.** Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- 3.** Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
- 4.** Vendor creates his User ID and Password for e-tendering application.

IV. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents

1. Access e-tender link of SRM Portal Log in with User ID and Password
2. Selects desired Bid Invitation (he wants to bid)
3. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
4. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.

Applicant will upload Packet **A** related and Packet **B** related Documents in Packet **A** and Packet **B** folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.

1. All the documents uploaded have to be digitally signed and saved. Contractors can procure their digital signature from any certified CA's in India.
2. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
3. For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.
4. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
5. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
6. Please note that "Hold" action do not submit the Bid.
7. Applicants will receive confirmation once the Bid is submitted.
8. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post-Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet '**A**' instead of paying the EMD at any of the CFC centres in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcg.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet '**A**', Packet '**B**' & Packet '**C**' of the tenderer will be opened as per the time-table shown in the Header Data in the office of DEHO (Cell).

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcg.gov.in>).

SECTION 6
INSTRUCTION
TO
APPLICANTS

INSTRUCTIONS TO APPLICANTS

➤ **Scope of Application**

The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage.

➤ **Eligibility of Applicants**

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013 , the contractors must be registered with the Municipal Corporation of Greater Mumbai, (MCGM). To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

1. For Purchase of standees in 24 Municipal ward areas

Name of the Deptt.	Details of project works
IEC Cell / Public Health Department	Purchasing Standees for Shiv Yog Kendra. Size of each Standee is 6 sq.ft X 3 sq.ft., made from Aluminium with silver powder coating and round in shape.

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature MCGM /Semi Govt. /Govt. & Public Sector Organizations during last three (3) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) Two similar completed works each of value not less than the value equal to **25%** of estimated cost put to tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

1.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

2) Bid Capacity:

**The bid capacity of the prospective bidders will be calculated as under:
Assessed Available Bid Capacity = (A)**

Where,

A = Maximum value of works executed in any one year (year means Financial year) during **the last five years** (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

Submission of Tenders

PACKET – A

The Packet 'A' shall contain scanned certified copies of the following documents
Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a) MCGM vendor registration number.
- b) A document in support of Registration under Maharashtra 'GST' Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- c) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- d) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.

The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

PACKET – B

The Packet ‘B’ shall contain scanned certified copies of the following documents

- a) The list of similar type of works as stated in para ‘A’ of Post qualification successfully completed during the last three years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last three years at least one contract of similar works as stated in para ‘A’ of Post qualification.

- b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.** (Proforma – II)

- c) The bidder shall give undertaking on Rs.500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work

- i) **Making of standees:** The successful bidder shall provide all standees within 10 days from date of receiving the purchase order. He shall make the arrangements of the required equipments including Alluminium frames where ever. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.

- ii) **New and Original Works:** The bidder should, undertake their own studies and furnish with their bid, a detailed planning and methodology to allow the employer to review their proposal. The bidder shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.

Note:

Insistence of availability of equipments/plants at a particular distance from site should not be made in the tender document.

- iii) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- iv) Statement showing assessed available Bid Capacity.

v) The undertaking of Rs.500/- stamp paper as per the proforma annexed in ‘Annexure B & C’

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.

vi) The tenderers shall upload work plan as per the following outline:

1. Plan showing the completion of work within prescribed time period, considering major activities.
2. Organizational set up envisaged by the contractors.
3. Plant & equipment proposed to be deployed for this work.
4. A note on how the whole work will be carried out (work plan including methodology).
5. Quality management plan.
6. All the activities included in the Scope of Work shall be covered in the work plan.

Note:

- i. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200/- stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- ii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

- If it is found that the tenderer has not submitted required documents in Packet “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance re- quired to be made within a time period of three working days otherwise they will be treated as non-responsive.

PACKET – C

- a. Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer(s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his percentage variation figures. **(If entered ‘0’ it will be treated as ‘at par’.** By default the value is zero only).

Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.EHO. The format for rate analysis is annexed at Annexure D.

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centres in MCGM Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-3 and bidder shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.
- The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.

1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

- i) **Curable Defect shall mean shortfalls in submission such as:**
Non-submission of following documents,
 - i. **MCGM vendor registration number**
 - ii. **GST Registration Certificate**
 - iii. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
 - iv. **Partnership Deed and any other documents**
 - v. **Undertakings as mentioned in the tender document.**
 - vi. **Wrong calculation of Bid Capacity,**
 - vii. **No proper submission of experience certificates and other documents, etc.**
3. **Non-curable Defect shall mean**
 - α) **In-adequate submission of EMD/ASD amount,**
 - β) **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

- I) Earnest Money Deposit and
- II) Retention Money.

- I) **Earnest Money Deposit** – Two (2) percent of the contract cost shall be applicable.
- II) **Security Deposit** – The contractor shall pay the security deposit an amount equal to five (5) percent of the Contract cost when selected as successful contractor.

B. Refund of Security Deposit

I. Refund of Contract Deposit

The Earnest Money Deposit shall be released within 30 days for unsuccessful traders and in case of successful contractor EMD released after payment of Security deposit.

- II. **Security Deposit** The Security Deposit shall be released within 30 days after final payment for work. In the event of the contractor failing or neglecting to complete the work within the period of contract the amount of Security Deposit is forfeited.

C. Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. 10318 dtd 24.03.2022 Legal

Contract Value	Legal & Stationary Charges from 01.04.2022 to 31.03.2023 + 18% GST Extra
From Rs. 10,0001/- to Rs. 50,000/-	Nil
From Rs. 50,0001/- to Rs. 1,00,000/-	Rs.6290/-
From Rs. 1,00,001/- to Rs. 3,00,000/-	Rs.10380/-
From Rs. 3,00,001/- to Rs. 5,00,000/-	Rs.12470/-
From Rs. 5,00,001/- to Rs. 10,00,000/-	Rs.14510/-
From Rs. 10,00,001/- to Rs. 20,00,000/-	Rs.16570/-

The tenderers 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.

D. Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five Hundred Rupees Plus 0.1% of the amount above Rupees Ten lakhs subject to maximum of Rupees Twenty Five lakhs.
(C)	Contract cost Rs.15,00,000/-	Rs. 1000/-

- i) The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- ii) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iii) All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2. Applicants/Bidders shall refer portal.mcg.gov.in/tenders for "The Manual of Bid- Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to ieccellaho@gmail.com The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for Purchase of Standees** . Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting** and such development needs to done by IT department in MCGM's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned DEHO.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK

MCGM is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the provision of health services and deliver to the public by different departments like EPI (Immunisation), FWMCH (Family Welfare), Tuberculosis, NCD Cell, Epidemiology Maternal & Child health, Special Hospitals (Eye, ENT, Leprosy, Kasturba, MDACS) etc.

Information Education and Communication Cell (IEC) works for spreading health awareness among citizens of Mumbai. Health messages for prevention, early diagnosis and complete treatment of various communicable and non-communicable diseases which are of public health importance are included in this portfolio.

Display of Health messages on Standee is commonly used medium for IEC. There are 24 wards in MCGM. The standees are displayed following Places.

Standees are to be displayed at	No of standees
24 wards 5 each	120
16 Peripheral Hospitals 1 each	16
5 Speciality Hospitals 1 each	5
4 Major Hospitals 1 each	4
213 Health Post 2 each	426
Total	571

The artwork design of health messages will be given to Contractor in soft copy. The contractor shall print the banners in 6 X 3ft. Sizes.

Work shall be completed within 10 days after receiving the Purchase Order.

Terms and Conditions

1. Period of Contract - July 2022 to September 2022
2. Art work (Soft copy) will be provided to agency.
3. Cost for 571 standees will be upto Rs.8,56,500/- + 18% GST
4. The Standies should be in good condition and the maintenance for 1 year should be given by vendor.
5. EMD amount 2% of Tender cost is payable at Citizens Facility Centre at Municipal Ward office after obtaining challan from IEC department. The receipt shall be submitted along with Tender letters.

6. EMD refund - EMD amount of agencies which are not selected for this work will be returned after their application for the same. The EMD of the agencies who have been awarded the contract will be refunded only after security deposit is submitted to MCGM.
7. Security deposit amount 5% of contract cost is payable by successful agency at Citizens Facility Center at Municipal Ward office. Security Deposit will be refunded after payment of final bill.
8. Contract agreement will be done for period of 10 months and
9. Stamp duty is Rs.600/- Legal and stationery charges is Rs.16,570/- will be applicable.
10. Bills will be paid after submission of bills as per MCGM office procedure. No advance payment shall be applicable.
11. Agency shall get registered under vendor registration in MCGM.
12. Municipal commissioner will be at liberty to discontinue agreement if the agency fails to comply work requirement.
13. In case of any dispute a decision of Municipal Commissioner will be final.
14. GST will be applicable for this tender as it is purchase of standees.
15. Penalty - Penalty of 0.5 % of Standee cost will be applicable on per day basis for no. of days delayed for delivery of standees.
16. The successful contractor shall have to submit Annexure – A “Irrevocable Undertaking” on Rs.500/- stamp paper as per circular no.CA/F/Pr./19 dt.15.9.17

17. Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs.5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence / proof of payment of security /contract deposit/within 30 days from the date of letter of acceptance received by him.

SECTION 8

GENERAL

CONDITIONS OF

CONTRACT

General Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note : The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.

- In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- In case of lumpsum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Municipal Corporation of Greater Mumbai (MCGM)

The “Employer” shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

Contractor’s Equipment means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The “Standee” shall mean the Printed Standee .

Site Investigation Reports are those that were included in the bidding documents.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

2. Interpretation

- 21** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- 22** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23** The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work , (4) Contractor's Bid, (5) Contract Data, (6) General Conditions of Contract Part I, (7) Specifications and (8) Any other document listed in the Contract Data.

3. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

4. Payments

Payments shall be adjusted for deductions for retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.

5 Contract Document

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document
- 6) Standard General Conditions of Contracts (GCC)
- 7) All correspondence documents between bidder/contractor and MCGM.

6. Conflict of Interest

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

5. Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

6. Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof. “The Authority” 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.

7. Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

“The Authority” reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application. In case it is found during the evaluation or at any time before signing

of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

“The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

8. The bid shall be rejected if the bidder-

- a. Stipulates the validity period less than 180 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

9. Clarifications

Applicants requiring any clarification on the tender may notify “the Authority” in writing or by e-mail. They should send in their queries before the date specified in the header data. “The Authority” shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The Authority” shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any

clarification, but not later than the date provided in header data.

“The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

10. Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

Preparation and Submission of Application

61 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

62 Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

63 Marking of Applications

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents, upload in folder as “VENDOR” together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

64 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

65 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

66 Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e- mail. No Bidder shall contact the Engineer on any matter relating to his bid from the time of the

bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

67 Official Secrecy:

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

68 Patent, Right and Royalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

69. Payments, Tax and Claims:

The limit for unforeseen claims Under no circumstances whatever the contractor shall be entitled to any compensation from MCGM on any account

• No interest for delayed payments due to disputes, etc:

It is agreed that the Municipal Corporation of Greater Mumbai or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Mumbai or its Engineer or Officer on the one hand and the contractor on the other, or

with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

70. Settlement of Disputes:

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract

71. Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

72. Payment:

Bills will be paid after submission of bills as per MCGM office procedure. No advance payment shall be applicable.

73. Tax:

"G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties. Where ever 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; increases in taxes/ any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation."

SECTION 9

PRE BID MEETING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION –10

**LIST OF APPROVED
BANKS**

LIST OF APPROVED BANKS

- The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.

15	Indian Bank.
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16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.

39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.

64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

SECTION –11

APPENDIX

FORM OF TENDER

To,
The Municipal Commissioner
for Greater Mumbai Sir,

I/ We have read and examined the following documents related to Purchase of Standees with messages regarding Shiv Yoga Kendra.

- i) Notice inviting tender.
- ii) Directions to tenderers (General and special)
- iii) General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai as amended up to date.

1A. I/We_

(full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer, rate per Standee in 24 ward areas in form of good quality as follows

Perticulars about Standy (Description)	Size	No.of standies	Rate per Standy	Total amount	GST 18%	Total amount including GST
	6 " X 3"	571				

The cost includes printing charges.

Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

- 1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work."
2. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to **Rs.20,215/- (Rs.Twenty Thousand Two Hundred and Fifteen Only)**

I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
 - I/We fail to keep the tender open as aforesaid.
 - I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. "I/We..... have failed in the accompanying tender with full knowledge of 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 instructions and directions given in this tender.
10. "I/We further 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 caused 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 with- drawn by the Corporation,"

Address

Yours faithfully,

.....

Digital Signature of the Tenderer or the Firm

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Full Name and private residential address of all the partners constituting the Firm		
		A/c No.
1.	..... ..	Name of Bank
2.	..... ..	..... ...
3.	..... ..	Name of Branch
4.	..... ..	..... ....
5.	..... ..	Vendor No.

AGREEMENT FORM

Tender / Quotation

dated 20...

Sanction No.

**CONTRACT FOR THE WORK TO PURCHASE OF STANDEES FOR SHIV YOGA KENDRA IN
24 WARDS AREA**

This agreement made this day of

Two thousandBetween

.....
.....

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 DMC(PH.) (hereinafter called "the commissioner" 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 DMC(PH.) of the second part and the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the work of miking in Mumbai area, described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation.

NOW 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.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) Terms and conditions of work
 - f) Standard General Conditions of Contracts (GCC)

i) All correspondence documents between bidder and MCGM

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 construct, complete and maintain the works 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 work of PURCHASE of STANDEES in Mumbai area, 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 the contractors

In the presence of

Trading under the name and style of

Full Name

Address

Contractors

Signed by the DMC(PH.) in the presence of Executive Health Officer

DMC(PH.)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

- 1.
- 2.

- 1.
- 2.
- Municipal Secretary

And in the presence of the Municipal Secretary

ANNEXURE "A"

Name of work :

1. The Officer for this work: Executive Health Officer
Dy.Executive Health Officer (Cell)
Asstt.Health Officer (IEC cell)

2. Estimated cost of Tender:

Sr No	Description of work	Total Amount Rs.
1	Purchasing Standies for Shiv Yog Kendra. Size of each Standee is 6 sq.ft X 3 sq.ft.	10,10,670/-

3. EMD

Earnest Money (2% of the Estimated Cost)	20,215/-
--	----------

4. Schedule of work

Schedule will be prepared after the sanction of proposal.

ANNEXURE "B"

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

1. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

2. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and 0

3. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

ANNEXURE "C"

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive Executive Health Officer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4.I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN
THE _____ BANK incorporated under the English/Indian Companies Acts
and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression
shall be deemed to include its successors and assigns)of the first part

inhabitants carrying on business at _____ in Mumbai under
the style and name of Messer's _____(hereinafter referred to as 'the
consultant') of the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the
commissioner' which expression shall be deemed, also to include his successor or
successors for the time being in the said office of Municipal Commissioner) of the third part
and THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as
'the Corporation') of the fourth part WHEREAS the consultants have submitted to the
Commissioner tender for the execution of the work of
" _____ and the terms of
such tender /contract require that the consultants shall deposit with the Commissioner
as/contract deposit/ earnest money and /or the security a sum of
Rs. _____(Rupees _____) AND WHEREAS if and when any such
tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof
by the consultants will provide that such deposit shall remain with and be appropriated by the
Commissioner towards the Security -deposit to be taken under the contract and be
redeemable by the consultants, if they shall duly and faithfully carry out the terms and
provisions of such contract and shall duly satisfy all claims properly chargeable against them
there under AND WHEREAS the consultants are constituents of the Bank and in order to
facilitate the keeping of the accounts of the consultants, the Bank with the consent and
concurrence of the consultants has requested the Commissioner to accept the undertaking of
the Bank hereinafter contained, in place of the contractors depositing with the Commissioner
the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the
Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT
WITNESSES that in consideration of the premises, the Bank at the request of the
consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the
commissioner upon demand in writing , whenever required by him , from time to time , so to
do ,a sum not exceeding in the whole
Rs. _____(Rupees _____)under the terms of the said tender and

/or the contract .The B.G. Is valid upto _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer’s **address** _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

ANNEXURE " D"

Rate Analysis

Item Description

Sr.No.	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead &Proffit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Tenderer

ANNEXURE "E"

Details of distribution of standees will be communicated to vendor at time of Purchase Order.

ANNEXURE - F

Authorization Letter for Attending Pre-bid Meeting / Tender Opening
(On the letter head)

No.....
Date.....

To
The.....
Municipal Corporation of Greater Mumbai,
Mumbai.

Sub: Tender No.....due date.....

Sir,

We here by authorize Mr.as our authorized representative, to represent us on the following occasion:-

- i. Pre-bid Meeting to be held on.....at.....a.m./p.m.
- ii. Tender Opening on..... at..... a.m. /p.m.

Kindly permit him to attend the same.

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

PROFORMAS:

PROFORMA- I

The list of similar works as stated in para 'A' of Post qualification during last Three years.

PROFORMA- I					
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

j. Scanned Attested copies of completion/performance certificates from the concern Officer for each work should be annexed in the support of information furnished in the above proforma.

k. Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of Works during the last Three years.

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover	Updated value to current year	Average of last 3 years	Page No.
1					
2					
3					
4					
5					
Total					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.