



# Brihanmumbai Municipal Corporation

Information Technology Department

## Request for Quotation

“Procurement of Adobe Creative Cloud Licenses for BMC.”

**RFQ No.:** 2026\_MCGM\_1295413\_1

**Issue Date:** 16.04.2026

**Issued by:** Information Technology Department  
Basement, Annex Bldg., BMC Head Office,  
Fort, Mumbai - 400001.

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## Brihanmumbai Municipal Corporation

Information Technology Department

No.: Director/IT/NIT/564680 Dated 16.04.2026

### Notice Inviting Tender (NIT)

1. The Commissioner of Brihanmumbai Municipal Corporation invites e-Quotations for the work mentioned below. The bid copy can be downloaded from Mahatenders portal (<https://mahatenders.gov.in/nicgep/app>) -> "Tenders by Organization" tab -> Municipal Corporation of Greater Mumbai.
2. All interested Bidders, whether they have already registered or not registered in BMC, are mandated to get registered with Mahatenders for bidding process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above-mentioned Mahatenders portal under 'Help for Contractors'.
3. The Bidders can get digital signatures from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities published under Licensed CAs. A list of CAs is available on [https://cca.gov.in/licensed\\_ca.html](https://cca.gov.in/licensed_ca.html)
4. The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

#	Description	Tender Fee	Bid Security (EMD)	Start date & time for online Bid Downloading	End date & time for online Bid Submission
1	Procurement of Adobe Creative Cloud Licenses for BMC. (2026_MCGM_1295413_1)	₹ 400/- + 18% GST i.e. ₹ 472/-	₹5,000/-	17.04.2026 at 11.00 hrs	27.04.2026 at 16.00 hrs

Note: Last date for online payment of Bid Security / Earnest money Deposit (EMD) is before due / end date & time for online Bid Submission prescribed above.

5. There will be no Pre-bid meeting for e-Quotations.
6. The prospective Bidder(s) should submit their suggestions/observations, if any, by email to [director.it@mcgm.gov.in](mailto:director.it@mcgm.gov.in) with a copy to [manager01.it@mcgm.gov.in](mailto:manager01.it@mcgm.gov.in) before 2 days of due date. Only suggestions / observations received by email will be clarified and any modification of the bidding documents, which may become necessary as a result, shall be made by BMC exclusively through the issue of an addendum /corrigendum and shall be published on <https://mahatenders.gov.in/nicgep/app>
7. Bidders shall note that any corrigendum issued regarding this RFQ will be published on the <https://mahatenders.gov.in/nicgep/app> portal only. No corrigendum will be published in the local newspapers.
8. The Bid document uploaded shall be read in conjunction with any addendum / corrigendum. A maximum of two authorized representatives of prospective Bidder(s),

who have an authorization letter to attend the bid opening, can attend the bid opening.

9. The Bidder shall have to pay "Tender Fee" through online payment only.
10. The Bidder shall have to pay Bid Security / Earnest Money Deposit (EMD) through online payment only. Note: - No Exemption will be allowed for the Bidders having a standing deposit with BMC.
11. Bidders are advised to complete the online payment (if applicable) for Tender Fee/ EMD and other fees well in advance at least one day in advance prior to the bid submission due date/time to avoid the last-minute hassles.
12. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance.
13. For online Payment related issues, kindly send email with Bank Reference Number to this email ID [merchant@sbi.co.in](mailto:merchant@sbi.co.in). You may also contact 022-27560149 for clarifications.
14. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.
15. This bid document is non-transferable.
16. A three-envelope (Cover1 - Fee, Cover2 – Prequal/Technical and Cover3 - Finance) selection procedure shall be adopted.
17. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
18. BMC will not be responsible for delays in online submission due to any reason. For this, bidders are advised to upload the complete bid proposal well in advance before the due date and time to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
19. Bidders are also advised to refer to "Bidders Manual Kit" and Help for Contractors available at <https://mahatenders.gov.in/nicgep/app> for further details about the bidding process.
20. For any assistance on use of Mahatender system, kindly contact helpdesk number 0120-4001 002, 0120-4001 005, 0120-4493 395, E-mail: support-eproc(at)nic(dot)in
21. The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
22. The Municipal Commissioner reserves the right to reject all or any of the e-Bid(s) without assigning any reason at any stage.

**Director (IT)**

## Glossary

#	Abbreviations and Acronyms	Expansion / Full Form / Explanation/Description	#	Abbreviations and Acronyms	Expansion / Full Form / Explanation / Description
1.	ASD	Additional Security Deposit	2.	BDS	Bid Data Sheet
3.	Bid/Quotation	Bid or Quotation	4.	BG	Bank Guarantee
5.	BMC	Brihanmumbai Municipal Corporation	6.	BOQ	Bill of Quantities
7.	CA	Chartered Accountant	8.	DD	Demand Draft
9.	DMC	Deputy Municipal Commissioner	10.	EMD	Earnest Money Deposit / Bid Security
11.	GCC	General Conditions of Contract	12.	GST	Goods and Services Tax
13.	ID	Identification	14.	INR	Indian Rupees
15.	IT	Information Technology	16.	ITB	Instructions to Bidders
17.	L1	Lowest bidder	18.	LOA	Letter of Acceptance
19.	MC	Municipal Commissioner	20.	MOU	Memorandum of Agreement
21.	NIT	Notice Inviting Tender	22.	OEM	Original Equipment Manufacturer
23.	PAN	Permanent Account Number	24.	PO	Purchase Order
25.	PRO	Public Relation Office	26.	RFQ	Request for Quotation
27.	RTGS	Real Time Gross Settlement	28.	SD	Security Deposit
29.	SLA	Service Level Agreement	30.	SOW	Scope of Work
31.	TDS	Tax Deducted at Source			

## Definitions

#	Term	Definition
1	BMC	Brihanmumbai Municipal Corporation. The Purchaser/Employer in this quotation/contract.
2	Bid/Quotation	The Vendor's offer submitted in response to BMC's Request for Quotation (RFQ).
3	Bidder / Vendor / Supplier	The firm, company, or authorised partner submitting the quotation and entering into contract with BMC.
4	PO (Purchase Order)	Formal order issued by BMC to the selected Vendor, authorising supply of goods/services.
5	Contract	Agreement between BMC and Vendor formed through PO acknowledgment and contract document.
6	SLA (Service Level Agreement)	Commitment defining service standards, timelines, responsibilities, penalties, and performance metrics.
7	Scope of Work (SoW)	Detailed description of items, services, responsibilities and deliverables expected from the Vendor.
8	Deliverables	Tangible outputs, such as licences supplied, activation support, documentation, or other contracted services.
9	Activation & Deployment	Process of enabling licences/software for use on BMC systems, including installation and configuration support.
10	Completion	Successful delivery and activation/installation as certified by BMC.
11	Vendor's Responsibility	Duties of the Vendor including delivery, installation, support, SLA compliance, and documentation.

12	BMC's Responsibility	Duties of BMC including PO issuance, facilitating access, verification, and payment as per rules.
13	Contract Value	Total financial amount payable to the Vendor under the Contract including taxes.
14	Warranty / Support Period	Duration of support services or warranty provided by Vendor/OEM from delivery/activation date.
15	Penalty	Financial deduction for non-compliance or delay, as defined in the SLA or BMC rules.
16	Authorised Reseller / OEM Partner	A Vendor officially authorised by the Original Equipment Manufacturer (OEM) to sell/licence the specified products.
17	OEM	Original Equipment Manufacturer—Adobe or any software/hardware manufacturer in the context of procurement.
18	Commercial Offer / BOQ	Priced offer submitted by Vendor including unit price, taxes, and total cost.
19	Technical Specifications	Detailed requirements for products or services as provided by BMC.
20	User / End User	Departmental staff of BMC using the supplied goods/services (e.g., PR Office team).
21	Working Day	Any day on which BMC offices are open for business, excluding weekends and public holidays.
22	Confidential Information	Any BMC data, documents, configurations, software credentials, or media accessed by Vendor during work.
23	Go-Live / Operational Acceptance	Confirmation that delivered items/services are working satisfactorily and ready for operational use.



## Section I: Instructions to Bidders (ITB)

### A. General

1. Quotation must be submitted on Mahatenders portal only.
2. Rates must be quoted **inclusive of all taxes except GST** in the BOQ.
3. The vendor shall digitally sign all uploaded documents.
4. No hard copy submission is required.
5. Corrigendum, if any, shall be uploaded only on Mahatenders portal.
6. The rates shall be firm and no variation will be allowed subsequently on any account
7. BMC reserves the right to accept or reject or cancel any quotation or relax any part of the quotation offer without assigning any reason thereof.

### B. Fraud and Corruption

1. Bidders must maintain the highest ethical conduct during procurement and contract execution. The following practices are prohibited:
  - a. **Corrupt Practice:** Offering or accepting anything of value to influence decisions.
  - b. **Fraudulent Practice:** Misrepresentation or concealment of facts for unfair advantage.
  - c. **Collusive Practice:** Coordinating with other bidders to distort competition.
  - d. **Coercive Practice:** Using threats or harm to influence the process.
  - e. **Obstructive Practice:** Destroying evidence, withholding information, or obstructing audits/investigations.
  - f. If any bidder is found involved in such practices:
    - i. Their quotation may be rejected,
    - ii. Their registration with BMC may be suspended/blacklisted, and
    - iii. Legal action may be initiated as per rules.

### C. Currency

1. The currency(ies) of the Quotation and currencies of payment shall be the same. The Bidder shall quote in the currency of Indian Rupee (INR/₹).

### D. Quotation Validity

1. The quotation must remain valid for the period specified in the BDS after the submission deadline. Quotations with shorter validity will be rejected. Bidders must update dates if the submission deadline is extended.
2. Before the validity expires, BMC may request bidders to extend it. This request and the bidder's reply must be in writing. Bidders may refuse, but their bid will then be excluded from further evaluation.

## E. Bid Security (EMD)

1. The Bidder must submit a Bid Security as specified in the NIT, in the stated amount and currency.
2. Any bid without a substantially responsive Bid Security (when required) will be rejected.
3. Bid Security of unsuccessful bidders will be returned automatically. The successful bidder's Bid Security will be returned after signing the contract and/or submitting Performance Security.
4. The Bid Security may be forfeited if the bidder:
  - a. withdraws the bid during its validity period, or
  - b. fails to sign the contract or submit Performance Security
5. If no EMD is specified and the bidder withdraws during bid validity, or the successful bidder fails to sign the contract or provide Performance Security, BMC may disqualify the bidder from awards for 3 years.

## F. Documents

1. The supplier/bidder shall upload the following documents:
  - a. Tender Fee and EMD Receipt
  - b. Copy of Quotation Document.
  - c. shops and establishment / Company registration certificate.
  - d. Copy of PAN Card
  - e. Photographs of individuals, proprietor or all partners as the case may be;
  - f. Copy of valid GST registration Certificate.
  - g. Bidder's Profile.
  - h. Non-blacklisting declaration by Bidder.
  - i. Copy of power of attorney (if applicable). Such power of attorney must be registered in cash section of Finance Department of BMC.
  - j. Latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm. Such partnership deed/RC/MOU must be registered in cash section of Finance Department of BMC.
  - k. Copy of balance sheet / Turnover for last 3 financial years (audited by CA).
  - l. Copy of Income tax returns for last 3 financial years.
2. In addition to above the supplier/bidder shall upload the following documents:
  - a. Copy of minimum Two Past Performance/experience projects/work orders.
  - b. Copy of Technical Specifications with compliance remarks.
  - c. Product Data Sheet of quoted make/model.

## G. Submission of Quotation

1. The documents listed as above be submitted in three folders as following:
  - a. Cover 1 / Fee - Documentary Evidence of Online Payment of Tender Fee and Bid Security (EMD) on Mahatender System.

- b. Cover 2 / Pre-Qual & Technical - Letter of Bid, Authorization, Eligibility, Documentary evidence , Technical Documents etc.
- c. Cover 3 / Finance – Financial Proposal, Price Schedule to be duly filled in the online form of commercial offer on Mahatender System. Bidder shall NOT disclose the rates / prices quoted in any other Bid document.

## H. Deadline for Submission of Quotation

1. Quotations must be submitted on the Mahatender system by the date and time stated in the NIT.
2. BMC may extend the submission deadline through an amendment, after which the revised deadline will apply to all bidders.

## I. Withdrawal, Submission and Modification of Quotation

1. A bidder may withdraw, substitute, or modify its quotation any time before the submission deadline.
2. After the deadline and until the quotation validity expires, no changes or withdrawal are allowed. Any withdrawal during this period may lead to forfeiture of the Bid Security (EMD).

## J. Quotation Opening

1. BMC will open quotations publicly at the time, date, and address stated in the BDS, in the presence of bidders' representatives and any attendees.
2. BMC will not discuss or reject any quotation during the opening.
3. A record of the opening will be prepared, noting:
  - a. the Quotation Price, per lot if applicable, including any discounts;
  - b. the presence or absence of a Bid Security (EMD)
4. Representatives present will be asked to sign the record. Lack of a signature does not affect its validity. A copy of the record will be shared with all bidders.

## K. Evaluation of Quotations

1. Evaluation details and award recommendations will not be disclosed until the Intention to Award the contract is published.
2. Any attempt by a bidder to influence the evaluation or award process may lead to rejection.
3. From opening to award, bidders may contact BMC only in writing and only on matters related to the bidding process.
4. BMC may request written clarifications, including price breakdowns. Only clarifications requested by BMC will be considered, and no change in price or quotation substance is allowed.
5. Maximum 5 shortfalls of curable defects shall be allowed, Provided such information/documents are historical, which pre-existed at the time of the opening and which have not undergone change since then and do not grant any undue

advantage to any bidder and in case, curable defects are not complied by bidder within given time period, the bidder shall be treated as non-responsive and such cases 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/deregistration, etc. shall be taken by Registration Cell with due approval of the concerned Additional Municipal Commissioner.

6. If a bidder fails to provide clarifications/shortfall documents within 3 days of BMC's request, the quotation may be rejected.
7. During the evaluation of Bids, the following definitions apply:
  - a. "Curable Defect" shall mean shortfalls in submission such as:
    - i. non-submission of following documents
      - (A) Valid Registration Certificate
      - (B) Valid Bank Solvency
      - (C) GST Registration Certificate
      - (D) Certified Copies of PAN documents and photographs of individuals, owners, etc.
      - (E) Partnership Deed and any other documents
      - (F) Undertakings as mentioned in the RFQ document.
    - ii. Wrong calculation of Bid Capacity,
  - b. "Non-curable" Defect shall mean
    - i. In-adequate submission of EMD/ASD amount,
    - ii. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the RFQ.
  - c. The BMC's evaluation of a quotation will be made based on Total prices quoted. The selection method will be Least Cost Based (L1).
  - d. If there is more than one bidder having the lowest offer, the BMC reserves the right to select the bidder(s) based on the past performance and that will be binding on all bidders.

## L. BMC's Right to Accept and to Reject Any or All Quotations

1. BMC reserves the right to accept or reject any Quotation, and to annul the Bidding process and reject all Quotations at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Quotations submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

## M. Award Criteria

1. Subject to BMC's right to accept or reject any quotation, the contract will be awarded to the bidder who meets the qualification criteria, is substantially responsive, and offers the lowest evaluated cost.

2. Before the quotation validity expires, BMC will issue a written Letter of Acceptance (LoA) to the successful bidder, stating the contract price.
3. The LoA will serve as a binding contract until the formal agreement is signed.

## N. Signing of Contract

1. BMC will send the successful bidder the Letter of Acceptance and the Contract Agreement.
2. The successful bidder must sign, date, and return the Contract Agreement within 30 days, failing which a penalty of ₹5,000 per day will apply.

## O. Failure to agree with Terms and Conditions of the RFQ

1. If the successful bidder does not agree to the Draft Legal Agreement or RFQ Terms & Conditions, the award may be annulled, and BMC may award the contract to the next lowest bidder or invite fresh quotations.
2. In such cases, the selected bidder's Bid Security will be forfeited.

## P. Performance Security

1. If mentioned in BDS, the successful bidder must submit the Performance Security within 30 days of receiving the Letter of Acceptance. A penalty of ₹5,000 per day applies for delays. The security must be valid for the period specified in the BDS.
2. Failure to submit the Performance Security or sign the contract will lead to annulment of the award and forfeiture of the Bid Security. BMC may then award the contract to the next lowest bidder.
3. The Performance Security becomes void once all contractual and warranty obligations are fulfilled and will be returned within 90 days of its expiry.

## Q. Taxes and Duties

1. For Goods or Services supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
2. For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to BMC.
3. If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in India, BMC shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
4. For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of Quotation submission in India (also called "Tax" in this Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will

be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

5. BMC shall deduct TDS, GST-TDS, and other statutory deductions as per law.

## R. Legal/Stationary Charges and Stamp Duty

1. Within 30 days of receiving the Letter of Acceptance, the successful bidder must pay the applicable Legal and Stationery Charges as per the RFQ table or the latest BMC rates. These charges cover prescribed forms required for preparing certificate bills.
2. Within the same 30-day period, the bidder must also pay Stamp Duty as per the Bombay Stamp Act, using the rates given in the RFQ or the latest government notifications.
3. If any Stamp Duty shortfall is later identified, BMC will recover it from the bidder and deposit it with the Superintendent of Stamps, Mumbai within 15 days of notification.

## S. Legal Jurisdiction

1. Any claim or dispute arising from the contract will be deemed to have arisen in Mumbai, and all related legal proceedings shall be filed only in competent courts in Mumbai.
2. Either party may refer a dispute to the concerned DMC within 7 days. The DMC will form a 3-member committee (DMC/Director IT, a Chief Engineer not connected to the contract, and the concerned Accounts Officer). The committee will issue a written decision within 60 days.
3. An appeal may be made to the Municipal Commissioner within 7 days. The MC will constitute a committee of 3 DMCs (including the Finance DMC). The committee's decision will be final and binding.

## T. Force Majeure

1. The Supplier will not face forfeiture of performance security, liquidated damages, or termination if delays or failures arise due to a Force Majeure event.
2. Force Majeure refers to unforeseeable events beyond the Supplier's control, such as government actions, war, fire, flood, epidemics, quarantine restrictions, or transport embargoes.
3. The Supplier must promptly notify BMC in writing of the Force Majeure event and its cause. Unless instructed otherwise, the Supplier should continue work as far as possible and explore reasonable alternatives for performance.

## U. Grievance Redressal Mechanism

1. BMC has formed a Grievance Redressal Mechanism for redressal of Bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the RFQ or any

rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the RFQ document.

2. While making such an application to procuring entity for review, aggrieved Bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.
3. Provided that after declaration of a bidder as a successful in Packet 'A' (General/Pre-qualification Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidders in Packet 'B' (Technical Requirement), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.
4. Upon receipt of such application for review, BMC may decide whether the RFQ process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.
5. BMC shall deal and dispose of such applications as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or RFQ documents, as the case may be.
6. Where BMC fails to dispose of the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs. 25,000/- and fees shall be paid in the form of DD in Favor of BMC.
7. 1st Appeal by the bidder against the decision of HOD / Dean can be made to concerned DMC / Director who should decide appeal in 7 days.
8. If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.
9. Grievance Redressal Committee (GRC) is headed by concerned D.M.C. / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / non responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.
10. This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the

aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

11. No application shall be maintainable before the redressal committee in regard of any decision of the BMC relating to following issues
  - a. Determination of need of procurement
  - b. The decision of whether or not to enter into negotiations
  - c. Cancellation of a procurement process for certain reasons
12. On receipt of recommendation of the committee, it will be communicate his decision there on to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason for such non acceptance shall also be mentioned in such communication.
13. Additional Municipal Commissioner and / or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

## V. Disclaimer

1. The information contained in this RFQ document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as "The BMC Authority ", or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.
2. This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements, and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Bidder 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 RFQ and obtain independent advice from appropriate sources.

3. Information provided in this RFQ to the Bidder(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 Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.
4. The Brihanmumbai Municipal Corporation(BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder.

## Section II: Bid Data Sheet (BDS)

ITB Clause No.	Information	Details
D.	Quotation Validity Period	180 Calendar Days from the Date of Submission of Quotation
J.	Date, time, and venue of opening of Pre-qualification and Technical covers received in response to the NIT.	28.04.2026 after 4 P.M. Office of Director (IT), Basement, Extension Building, Municipal Head Office, 1, Mahapalika Marg, Fort, Mumbai – 400 001
J.	Date, time, and venue of opening of financial cover received in response to the NIT.	(Date & Time will be informed after Technical Evaluation) Office of Director (IT), Basement, Extension Building, Municipal Head Office, 1, Mahapalika Marg, Fort, Mumbai – 400 001
P.	Performance Security	NA.

## Section III: Eligibility Criteria

### A. Eligibility Criteria

1. The bidder must be vendor or supplier of the item to be supplied.

2. The bidder should have office in Mumbai Metropolitan Region (MMR).
3. The bidder must have carried out minimum 2 IT related / similar work within last 3 years in any of BMC or Govt. Office.
4. The bidder should have sound financial background and not be insolvent in receivership, bankrupt or being wound up.
5. The bidder should be a positive net worth firm for each of the last three years. The bidder should submit certificate from Chartered Accountant showing **average annual turnover** of minimum ₹ 5,00,000/- for the last 3 (three) financial years.
6. The Bidder or OEM should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the Quotation.

## Section IV: Forms and Annexures

### A. Forms

#### 1. Letter of Quotation

**Date of this RFQ submission:** [insert date (as day, month and year) of submission]

**RFQ No.:** [insert number of RFQ]

To:

BMC/Department Office Address:

We, the undersigned, declare that:

- a. **No reservations:** We have examined and have no reservations to the RFQ document, including Addenda/ Corrigendum issued.
- b. **Eligibility:** We meet the eligibility requirements and have no conflict of interest.
- c. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the BMC / State Government / Central Government based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in India.
- d. **Conformity:** We offer to provide the Services in conformity with the RFQ document of the following: Procurement of Adobe Creative Cloud Licenses for BMC.
- e. **Quotation Validity Period:** Our Quotation shall be valid until [insert day, month and year in accordance with ITB – Quotation Validity], and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f. **Performance Security:** If our Quotation is accepted, we commit to obtain Performance Security in accordance with the RFQ document.
- g. **One Bid Per Bidder:** We are not submitting any other Quotation(s) as an individual Bidder, and we are not participating in any other Quotation(s) as a Joint Venture member or as a subcontractor.
- h. **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a

temporary suspension or a debarment imposed by the BMC. Further, we are not ineligible under the Indian laws.

- i. **Binding Contract:** We understand that this Quotation, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- j. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Quotation, the Most Advantageous Quotation or any other Quotation that you may receive; and
- k. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Quotation on behalf of the Bidder:**

\*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Quotation:** [insert complete title of the person signing the Quotation]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] day of [insert month], [insert year]

## 2. Bidders Profile

**Particulars of Bidder (To be submitted on Bidder's Letterhead)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Bidder	
2.	Postal Address	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	Constitution of the Company	
6.	Name & Designation of the person authorized to make commitments to the Brihanmumbai Municipal Corporation.	
7	Email Address	
8	Year of commencement of business	
9	Turnover of the company for last 3 years	
10	Profit of the Company for last 3 years	
11	GST Registration Number	
12	PAN Document Number	
13	Mention all the third party certification (Please enclose the copies of the certificates)	

14	Brief Description of facilities available with the Bidder.	
15	Name of the Bank & Name of the Branch	
16	Bank Account Type & Number	
17	9 digit MICR No. of Bank & IFSC Code	

### Signature & Seal of the Bidder

### 3. Non-Blacklisting Declaration by Bidder

(On Stamp Paper of Rs 500/- and duly notarized)

#### DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (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 declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, 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 declared 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, BMC 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 declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
- 6) I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss,

legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the BMC.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Identified by me

Before me

Advocate

#### 4. Financial Proposal

To:

BMC Department Office Address

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Supply of Licenses and Activation support for <<Subject>> in accordance with your Request for Quotation dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

##### 1. PRICE AND VALIDITY

- All the prices mentioned in our Quotation are in accordance with the terms as specified in the RFQ documents. All the prices and other terms and conditions of this Quotation are valid for a period of 180 calendar days from the date of opening of the Quotation.
- We hereby confirm that our prices include all taxes, levies, duties etc. except GST. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing GST rates during the time of payment.

##### 2. UNIT RATES

- We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

##### 3. PRICING

- We further confirm that the prices stated in our quotation are in accordance with your Instruction to Bidders included in RFQ documents.

##### 4. QUALIFYING DATA

- We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Quotation, we agree to furnish the same in time to your satisfaction.

##### 5. QUOTATION PRICE

- We declare that our Quotation Price is for the entire scope of the work as specified in the Section – BMC’s Requirements. These prices are indicated Commercial Bid attached with our Quotation as part of the RFQ.

#### 6. PERFORMANCE BANK GUARANTEE

- We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFQ document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Quotation is made in good faith, without collusion or fraud and the information contained in the Quotation is true and correct to the best of our knowledge and belief.

We understand that our Quotation is binding on us and that you are not bound to accept the Quotation you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

## B. Annexures

### 1. Legal & Stationary Charges

Successful bidder shall pay the Legal & Stationary charges as below.

Contract Value	Legal Charges + Stationery Charges
Up to ₹ 50,000 /-	Nil
From ₹ 50,001/- To ₹ 1,00,00,000/-	0.10% of contract cost (Rounding off such amount to next hundredth) plus 18% GST. Minimum ₹ 1,000/- + GST

In the case of revision of the above-mentioned legal and stationary charges, the bidder shall pay revised legal and stationary charges.

### 2. Stamp Duty

- The selected bidder shall bear the stamp duty payable for the contract..
- As per the provision made in 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	Article 63	Work Contracts
(a)	Where the amount or value set forth in such contract does not exceed rupees five lakh.	Five Hundred rupees stamp duty

(b)	Where it exceeds rupees five lakhs	Five hundred rupees plus 0.3% of the amount above rupees five lakh subject to the maximum of rupees twenty-five lakh stamp duty.
<b>B</b>	<b>Article 54</b>	<b>Security Bond</b>
(a)	Stamp Duty on BG	0.3% for the amount secured by BG subject to maximum of rupees twenty lakh.

- c. The successful bidder must execute and adjudicate the contract agreement within 30 days of receiving the AOC/LoA, including payment of stamp duty.
- d. Any shortfall in stamp duty shall be recovered from the bidder, who must deposit the deficit and penalty via two separate demand drafts/pay orders in favour of "Superintendent of Stamp, Mumbai" within 15 days of notification.
- e. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

### 3. List of Banks approved for BG

The Performance Security (Bank Guarantee) issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Supplier furnishing the Banker's guarantee.

<b>Nationalized Banks.</b>		
Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Indian Bank
Indian Overseas Bank	Punjab & Sind Bank	Punjab National Bank
State Bank of India	UCO Bank	Union Bank of India
<b>Private Sector Banks.</b>		
Axis Bank Ltd.	Bandhan Bank Ltd.	CSB Bank Ltd.
City Union Bank Ltd.	DCB Bank Ltd.	Dhanlaxmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd	ICICI Bank Ltd.
IDBI Bank Ltd.	IndusInd Bank Ltd.	IDFC First Bank Ltd.
Jammu & Kashmir Bank Ltd.	Karnataka Bank Ltd.	Karur Vysya Bank Ltd.
Kotak Mahindra Bank Ltd	Nainital Bank Ltd.	RBL Bank
The South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	YES Bank Ltd.
<b>Scheduled Urban Co-op. Banks Licensed to issue Bankers Guarantee.</b>		
Abhyudaya Co-Op. Bank Ltd.	Apna Sahakari Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.

Bharat Co-Op. Bank Ltd.	Bharati Sahakari Bank Ltd.	Bombay Mercantile Co-Op. Bank Ltd.
Citizen Credit Co-Op. Bank Ltd.	Cosmos Co-operative Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
G.P. Parsik Janata Sahakari Bank Ltd.	Greater Mumbai Co-Op. Bank Ltd.	GS Mahanagar Co-operative Bank Ltd.
Jalgaon People's Co-operative Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janalaxmi Co-operative Bank Ltd.
Janata Sahakari Bank Ltd.	Kallappa Anna Awade Ichalkaranji Janata Sahakari Bank Ltd.	Kalyan Janata Sahakari Bank Ltd.
Karad Urban Co-operative Bank Ltd.	Nasik Merchant's Co-operative Bank Ltd.	New India Co-Op. Bank Ltd.
NKGSB Co-Op. Bank Ltd.	Pravara Sahakari Bank Ltd.	Rajarambapu Sahakari Bank Ltd.
Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Shamrao Vitthal Co-Op. Bank Ltd.
Solapur Janata Sahakari Bank Ltd.	Thane Bharat Sahakari Bank Ltd.	Thane Janata Sahakari Bank Ltd.
The Vishweshwar Sahakari Bank Ltd.	Vasai Vikas Sahakari Bank Ltd.	Zoroastrian Co-Op. Bank.
<b>State and District Co-op. Banks.</b>		
The Maharashtra State Co-Operative Bank Ltd.	Mumbai District Central Co-operative Bank Ltd.	
<b>Foreign Banks.</b>		
AB Bank Ltd.	American Express Banking Corporation	Australia and New Zealand Banking Group Ltd.
Barclays Bank Pic.	Bank of America	Bank of Bahrain and Kuwait B.S.C.
Bank of Ceylon	Bank of China Ltd.	Bank of Nova Scotia
BNP Paribas	Citibank N.A.	Cooperatieve Rabobank U.A.
Credit Agricole Corporate and Investment Bank	CTBC Bank Co., Ltd.	DBS Bank India Ltd.
Deutsche Bank A.G.	Doha Bank Q.P.S.C.	Emirates NBD Bank P.J.S.C.
First Abu Dhabi Bank PJSC	FirstRand Bank Ltd.	Hong Kong and Shanghai Banking Corporation Ltd.
Industrial Bank of Korea	J.P. Morgan Chase Bank N.A.	JSC VTB Bank
KEB Hana Bank	Kookmin Bank	Mashreq Bank P.S.C.
Mizuho Bank Ltd.	MUFG Bank Ltd.	Nong Hyup Bank

Natwest Markets Plc.	PT Bank Maybank Indonesia TBK	Qatar National Bank (Q.P.S.C.)
Sberbank	SBM Bank (India) Ltd.	Shinhan Bank
Societe Generale	Sonali Bank Ltd.	Standard Chartered Bank
Sumitomo Mitsui Banking Corporation	UBS AG	United Overseas Bank Ltd.
Woori Bank		

#### 4. Authorization Letter for Quotation Opening

(To be provided on the letter head of Bidder)

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

To

The.....

Brihanmumbai Municipal Corporation,  
Mumbai.

Subject: - Attending Quotation Opening

Reference: - RFQ No..... due date.....

Sir,

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

- Quotation Opening on..... At..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

#### 5. Performance Bank Guarantee Template

(To be given by successful bidder as applicable)

Ref. No. :

Date :

Bank Guarantee No. :

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, BETWEEN THE \_\_\_\_\_ (Name of the Bank and address), Bank incorporated under the Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part \_\_\_\_\_ (Name of the Contractor) inhabitants carrying on business at \_\_\_\_\_ (address) under the style and name of Messer's

\_\_\_\_\_ (name of the company), a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as 'the Contractor/s') of the second part shri.

\_\_\_\_\_ THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI MUNICIPAL CORPORATION (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 BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner bid for the execution of the work of \_\_\_\_\_ and the terms of such RFP/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of ₹ \_\_\_\_\_ (in words \_\_\_\_\_)

AND WHEREAS If and when any such bid is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s 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 Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHERE AS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSESS that in consideration of the premises, the Bank at the request of the Contractors (hereby testified) UNDERTAKES WITH the Commissioners to pay the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹ \_\_\_\_\_ (in words \_\_\_\_\_) under the terms of the said RFP and / or the Contract. The Bank Guarantee is valid up to \_\_\_\_\_.

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to ₹ \_\_\_\_\_ (in words \_\_\_\_\_) and guarantee shall remain in force up to \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your rights 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 Messrs-----  
----- (Name of the bank)

WITNESS (1) -----

Name and -----

Address -----  
-----

WITNESS (2) -----

Name and -----

Address -----  
-----

for Messrs -----

(Name of the contractor)

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

### 6. Irrevocable Undertaking for GST Template

(On Rs.500/- stamp paper duly notarized)

(To be given by successful bidder)

Ref.: [RFQ No. and Date]

I Shri / Smt. .... aged, ..... years Indian Inhabitant.  
Proprietor / Partner / Director of M/s..... resident at do  
hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

## 7. Contract Agreement

Quotation No.: \_\_\_\_\_

Due Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

Contract For: \_\_\_\_\_

Contract Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Value: ₹ \_\_\_\_\_

THIS AGREEMENT MADE ON THIS..... Day of ..... Two Thousand.....  
Between..... (Partner /Proprietor 's Full Name) in habitant/s of Mumbai,  
carrying on business at..... in Mumbai  
under the style and name of Messer's..... for and on behalf of himself /  
themselves, his / their heirs, executors, administrators and assigns ( Hereinafter called 'the  
Contractor/s') of the **FIRST PART** and.....Shri / Smt.  
..... the Director/Dy. Municipal Commissioner in which expressions  
are included unless such inclusion is inconsistent with the context or meaning therefore  
include Director/Dy. Municipal Commissioner and any officers of Brihanmumbai Municipal  
Corporation authorized by the Director/Dy. Municipal Commissioner and shall also include  
their successors & assign / assignee for the time being holding office, of the **SECOND PART**  
and the Brihanmumbai Municipal Corporation ( Hereinafter called 'the Corporation') of the  
**THIRD PART**.

WHEREAS the Municipal Commissioner for BMC has interallia deputed under Section 56 and  
56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under  
the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the  
Director/Dy. Municipal Commissioner

AND WHEREAS the Director/Dy. Municipal Commissioner in pursuance of the power vested in  
him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in  
accordance with the provision of the said Act, invited Tender/Quotation for supply of the  
..... and / or certain work mentioned in the schedule / specification  
here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender/Quotation for the Supply of the  
said..... and / or work thereof and his / their said  
Tender/Quotation was accepted by the Dy. Municipal Commissioner on the Terms and  
Conditions hereinafter specified.

AND WHEREAS BMC, in accordance with the guidelines and considering that the nature of  
procurement is software licences, has **waived the requirement of Performance Security /  
Performance Bank Guarantee** for this contract. Accordingly, the Contractor/Supplier is **not  
required to furnish any Performance Bank Guarantee or Security Deposit**, and the contract  
shall be executed based on the accepted quotation and Purchase Order terms.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the  
parties hereto as follows: -

### 1. Contract Period

That this Contract shall be deemed to have commence as from and after .....Day of .....Two Thousand .....and shall continue in force, subject to the power of the HoD for the time being to determine the same previously as hereinafter mentioned until ..... Day of ..... Two Thousand ..... Or until such time as the Supply / work herein mentioned and shall have been completed and certified for by the said HoD / purchasing Officer.

## **2. Scope of Supply & Services**

The Contractor agrees to supply the goods/services in accordance with:

1. The BMC's Requirements set out in the quotation documents
2. The Contractor's Quotation dated \_\_\_\_\_
3. The Purchase Order issued by BMC.
4. Scope of Work.
5. Service Level Agreement (SLA).

For IT/software licences (if applicable), the Contractor shall provide:

- Delivery of licence entitlements/activation keys.
- Activation under BMC organisation.
- Installation/deployment support.
- Documentation and training (if applicable).
- Assistance for reassignment / renewal support.

## **3. Delivery**

The Contractor shall deliver the goods/services at the location specified in the Purchase Order within the stipulated delivery period.

All delivery, transport, activation, installation, and related charges shall be borne solely by the Contractor.

## **4. Quality & Compliance**

1. Goods/services supplied shall be **new, genuine, OEM-approved, and compliant** with specifications.
2. Any defective, invalid, or non-functional item shall be replaced or corrected at the Contractor's cost.
3. The Contractor shall comply with all eligibility and statutory requirements specified in the quotation documents (PAN, GST, OEM authorisation, etc.).

## **5. Penalty for Delay**

If the Contractor fails to meet the delivery or activation timelines:

- Penalty shall be levied **@ 1% of contract value per week**,
- **Up to a maximum of 10%.**

The Corporation may also, at its discretion, cancel the order and initiate blacklisting as per BMC policy.

## **6. Risk & Cost Procurement**

In case of failure to deliver or remedy defects within the stipulated time, BMC may procure goods/services from alternate sources at the **risk and cost of the Contractor.**

## **7. Billing & Payment**

Upon satisfactory delivery and completion of activation/installation:

The Contractor shall submit:

- Tax Invoice
- Delivery Challan
- Installation / Activation Report
- Any OEM certificates or warranty documents

Payment shall be released as per BMC rules after verification and subject to applicable statutory deductions.

#### **8. Prohibited Conduct**

The Contractor shall not engage in any monetary or benefit-related dealings with BMC employees.

Violation shall result in **immediate termination, forfeiture of deposits, and blacklisting.**

#### **9. Breach & Termination**

BMC may terminate this Contract on account of:

- Non-performance or repeated delays
- Failure to comply with contractual obligations
- Misrepresentation or fraudulent documents
- Violation of licensing or statutory norms

Upon termination, the Contractor shall compensate BMC for any loss incurred.

#### **10. Assignment**

The Contractor shall not assign, transfer, or sublet this Contract or any part thereof without prior written approval from BMC.

#### **11. Dispute Resolution**

Any dispute arising out of or in connection with this Contract shall be referred to the **Municipal Commissioner**, whose decision shall be final and binding on the Parties.

#### **12. Force Majeure**

Events such as natural calamities, war, strikes, or other circumstances beyond reasonable control shall be governed by the Force Majeure provisions included in the Instructions to Bidders (ITB), which form part of this Contract.

#### **13. Incorporation of ITB Conditions**

In the absence of a separate General Conditions of Contract (GCC), the relevant clauses of the **Instructions to Bidders (ITB)** shall form an integral part of this Contract and shall prevail in case of any ambiguity.

#### **14. Jurisdiction**

This Contract shall be governed by the laws of India. **Courts in Mumbai shall have exclusive jurisdiction.**

#### **EXECUTION**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above mentioned.

Signed, Sealed and delivered

By .....

Of .....

In the presence of

Contractors

1) .....

2) .....

Signed, Sealed and delivered

By .....

in the presence of

Director/ Dy. MC

1) .....

2) .....

The Common seal of the Municipal Corporation of

Brihanmumbai was affixed on this ..... Day of

..... 20..... in the presence of

(1) .....

(2) .....

SEAL

two Members of the Standing Committee  
of the Brihanmumbai Municipal Corporation  
and in the presence of the Municipal Secretary.

.....  
Municipal Secretary

## Section V: BMC's Requirements

### A. Background and Objective

#### 1. Background

The Public Relations Office of Brihanmumbai Municipal Corporation (BMC) is responsible for creating official multimedia content, including photographs, videos, public awareness campaigns, and digital media assets. To support high-quality video editing, photo editing, and content design work, the department requires licensed Adobe Creative Cloud software.

#### 2. Objective

To procure **two (02) licences** of **Adobe Creative Cloud Pro – All Apps (Teams/Government Edition)** with annual subscription, which will be deployed on two designated computers used by videographer and photographer staff within the Public Relations Office.

### B. Technical Requirements

#### 3. Scope of Work

a. The selected Adobe Authorised Partner/vendor shall:

- i. Supply 2 licences of Adobe Creative Cloud Pro – All Apps (Teams/Government Edition).
- ii. Provide activation keys, admin console access, and installation support.
- iii. Ensure licences are registered under BMC’s organisational account, not personal Adobe IDs.
- iv. Enable offline or online deployment/installation as permitted by Adobe licensing and BMC network policy.
- v. Provide support for licence reassignment in case of staff/user changes.
- vi. Provide installation guidance for Photoshop, Premiere Pro, After Effects, Lightroom, Illustrator, and all other included Adobe applications as required.
- vii. Provide renewal price for subsequent years.
- viii. Ensure compliance with Adobe licensing norms.
- ix. Provide technical support contact details and escalation matrix.

#### 4. Technical Requirements

- a. The supplied software and licences must meet the following minimum requirements:
  - i. Product Type: Adobe Creative Cloud Pro
  - ii. Licence Type: Teams / Government Edition
  - iii. Validity: 12 months (renewable)
- b. Features required:
  - i. Full Creative Cloud suite (Photoshop, Premiere Pro, After Effects, Illustrator, InDesign, Lightroom, Audition, Media Encoder, etc.)
  - ii. 1 TB cloud storage per user (or as per Adobe standard)
  - iii. Version control and admin management
  - iv. Offline installation capability
  - v. Centralised licence management
  - vi. Reassignment support
- c. Compatibility with Windows 10/11 (64-bit) systems.

#### 5. Warranty Support

- a. Vendor must provide support for:
  - i. Activation issues
  - ii. Deployment
  - iii. Licence transfer
  - iv. Technical troubleshooting
- b. Adobe’s standard support for Teams/Government edition must be available throughout the subscription period.

## C. Bill of Quantity and Payment Terms

### 6. Bill of Quantity

**Subject:** Quotation for Adobe Creative Cloud for BMC.

Sr. No.	Description of Item	Quantity	Unit Rate ₹	Total Amount ₹
1	Adobe Creative Cloud Pro - All Apps (Teams/Government)	2 Nos.	<b>(To be filled in online BoQ)</b>	
	<b>Total</b>			

**Note:**

1. All the prices are to be entered in Indian Rupees (₹) ONLY.
2. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. (excluding GST). It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
3. During the payment stage, BMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.

### 7. Payment Terms

- a. The Supplier's request for payment shall be made to the BMC in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered and Installed, and by documents submitted and upon fulfilment of other obligations stipulated in the quotation.
- b. As per Municipal procedure the payment will be made within 30 days from the receipt of the correct invoice subject to verification as per normal rules. In case of supply of any material, the payment will be made within 30 days from the receipt of the invoice subject to satisfactory test of the material including its installation, if any.
- c. The mode of Payment will be ECS/NEFT/RTGS or CBS only.
- d. No advance payment unless approved by competent authority.
- e. Payment will be released after successful activation and deployment of licences.

### 8. Service Level Agreements

Sr. No.	Service Component	Description / Scope	SLA Commitment	SLA Clause / Remarks
1	Delivery of Licenses	Supply of 2 Adobe Creative Cloud (All Apps – Teams/Govt) licenses	Within <b>7 working days</b> from PO date.	1% penalty on total PO value per week of

		after issuance of Purchase Order.		delay, up to max 5%.
2	Activation & Deployment Support	Activation of licences in BMC's Adobe Admin Console and assisting users with installation/deployment of required Adobe applications (Photoshop, Premiere Pro, After Effects, etc.), including offline deployment if needed.	Within <b>5 working days</b> after delivery.	Delay beyond SLA: 1% penalty per week. No penalty if delay is due to BMC infrastructure issues.
3	Technical Support Response Time	Email/phone support for activation, installation, deployment, login issues, license transfer, etc.	Response within <b>24 hours</b> .	Failure >24 hrs. results in formal warning; repeated violations may affect future empanelment.
4	Issue Resolution Time (Non-Critical)	Resolution of installation, activation, or general usage issues not affecting business continuity.	Within <b>3 working days</b> .	Escalation to Adobe Tier-2 support if unresolved within SLA.
5	Critical Issue Resolution	Issues completely preventing software use (activation failure, license corruption, Admin Console access failure).	Resolution within <b>1 working day</b> .	Vendor must escalate immediately to Adobe Support until closure.
6	License Reassignment Support	Support in reallocating licenses when staff changes occur.	Within <b>2 working days</b> upon request.	Mandatory service;
7	Documentation Delivery	Provide invoice, Adobe Partner Authorization certificate, license details, installation guide, and support documentation.	Along with license delivery.	Delay >15 days: 5% of bill amount.
8	Renewal Support	Provide renewal quotation and required documentation.	At least <b>45 days</b> before license expiry.	Late submission may affect eligibility in future procurements.

## Checklist

#	Document/Form/Template	Confirmation
<b>A. Prequalification Documents</b>		
1.	Letter of Quotation	
2.	Bidder's Profile	
3.	Non-Blacklisting Declaration by Bidder	
5.	Balance sheets, Profit-Loss statement and ITR	
6.	Average Annual Turnover along with CA certificate	
7.	Past Experience along with work orders and Completion certificate from client	
8.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership, Shops & Establishment / Company registration certificate	
9.	Power of Attorney (if applicable)	
10.	Rental agreement/Utility Bill in the name of company / sale deed or declaration that the office will be set up within a period of 30 days from the date of issuance of Letter of Acceptance.	
11.	GST registration certificate and Pan Card & Photograph	
12.	Authorization letter for Quotation Opening	
<b>B. Technical Documents</b>		
1.	Technical Specifications and Product Data Sheet	
2.	Manufacturer's Authorization Forms/Authorization Document	
3.	Quality Certification like ISO/CMMi etc.	
<b>C. Financial Documents</b>		
1.	Financial Proposal	
2.	BoQ online	

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