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REQUEST FOR BID (Open E - Tender)

**Open Tender for Providing and fixing Sun control film for Rooms, Dining,
Classroom Glazing, etc. at Gram Vikas Bhavan, Kharghar, Navi Mumbai.**

Tender Ref No.: RDD/GVB/SUN CONTROL FILM/03/ 2019

eTender ID: 2019_MSRLM_493108

Date: 11th September 2019

Issued by:

Chief Executive Office

UMED - Maharashtra State Rural Livelihood Mission (MSRLM)

Rural Development & Water Conservation Department

Government of Maharashtra

5th Floor, CIDCO Bhawan, CBD Belapur (South Wing)

Navi Mumbai – 400 614

Tel: 022 27562552

Website: <http://www.umed.in>

Disclaimer :-

a) The Chief Executive Office of Maharashtra State Rural Livelihood Mission (MSRLM), on behalf of Rural Development Department Government of Maharashtra hereinafter referred to as "Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for Providing and fixing Sun control film for Rooms, Dining, Classroom Glazing, etc. at Gram Vikas Bhavan, Kharghar, Navi Mumbai.

b) This tender document has been prepared with intent to invite prospective applicants/bidders and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the bidder(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information bidders may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each bidder.

c) TIA has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested bidders are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.

d) This tender is not an agreement by or between the TIA and the prospective bidders or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each bidder is advised to consider this document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The bidders are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.

e) No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.

f) This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected bidder, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

g) The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.

h) The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of bidder for participation in the bidding process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

i) The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any bidder upon the statement contained in this tender document.

j) Interested bidders, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.

k) All eligible bidders need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

1. Invitation of Bid

a) Rural Development Department and Panchayat Raj Department, Government of Maharashtra has developed 'Gramvikas Bhavan' on plot no 76(A) in sector -21 at Kharghar, Navi Mumbai for organizing various seminars, workshops, trainings and meetings and providing residential facilities for the members of the Panchayat Raj Institutions coming to Mumbai for official work. The Panchayat Raj system in Maharashtra is being strengthened rapidly and more than 3 lakhs representatives are working towards the welfare of the rural population. To develop the skills of the representatives, the establishment of 'Gramvikas Bhavan' is a very vital and welcome step. The main objectives of this project include setting up of training centre for the members of the Panchayat Raj Institutions, providing facilities for exhibition and sales for Self Help Groups (SHGs), providing residential facilities for the members of the Panchayat Raj Institutions, creating platform for holding workshops and seminars to conduct poverty eradication programmes etc

b) The Chief Executive Office of Maharashtra State Rural Livelihood Mission (MSRLM) on behalf of Rural development department, Government of Maharashtra invites online bids through e-Tender portal (<https://mahatenders.gov.in>) from eligible bidder to Provide Bid Providing and fixing Sun control film for Rooms, Dining, Classroom Glazing, etc. at Gram Vikas Bhavan, Kharghar, Navi Mumbai.

c) The bidders are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document and the actual site survey with full understanding of its terms, conditions and implications.

d) The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

e) The bidders who wish to participate in this bidding process must register on- <https://mahatenders.gov.in>

f) A Two (2) envelope selection procedure shall be adopted.

g) The bidder's (authorized signatory) shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.

h) The TIA will not be responsible for any delay or error in online submission due to any reason. For this, bidders are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk given on <https://mahatenders.gov.in>

i) The bidders are also advised to refer "Bidders Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

1.1 Key Events and Dates

Sr No	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: 11/09/2019 Time: 10.00 Hrs
2.	Tender Reference Number	RDD/GVB/SUN CONTROL FILM/03/ 2019
3.	eTender ID	2019_MSRLM_493108
4.	Last date & Time for sending requests for clarifications	Date: 17/9/2019 Time: 17.00 Hrs
5.	Site visit date time and place	Date: 14/9/2019 Time: 12.15 Hrs Gramvikas Bhavan, Plot no 76(A) in sector -21 Kharghar, Navi Mumbai-410210
6.	Last date & time for downloading the Tender document	Date: 18/09/2019 Time: 12.30 Hrs
7.	Last Date (deadline) & Time for submission of bids	Date: 18/09/2019 Time: 12.30 Hrs
8.	Date and Time for Opening of Technical Bids	Date: 19/09/2019 Time: 12.30 Hrs
9.	Date and Time for Opening of Financial Bids	Will be published on https://mahatenders.gov.in

Note: - Bidders are requested to frequently visit <https://mahatenders.gov.in> to see any change in pre-bid meeting date, bid submission date etc. and any other changes made in the bidding document through corrigendum, MOM of pre-bid meeting etc.

1.2 Other Important Information related to Bid

Sr No	Information	Details
1.	Tender Fee	Rs. 1200/- (Rupees one thousand two hundred only) to be paid online on the e-tendering portal at the time of submission of the tender
2.	Earnest Money Deposit (EMD) (to be paid online)	Rs. 6000/- (Rupees six thousand only) to be paid online on the e-tendering portal at the time of submission of the tender.
3.	Bid Validity Period	90 days from the date of opening of the technical bid
4.	Performance Security	5 % of the total value of the contract
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft by the successful bidder	Within one week from the date of work order. The Performance Security shall be valid for 30 days after the completion of contract for non-warrantee items and for warrantee items 30 days from the end of the warrantee obligation.

R.Vimala IAS
Chief Executive Office
Maharashtra State Rural Livelihood Mission.

2. Instructions to Bidders

This section includes all the important information required to bid for this project.

2.1 General Information and Guidelines

- a) The TIA invites bids from eligible bidders as per the Scope and Technical Criteria mentioned in this tender document.
- b) Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue up to two years which may be extended as per the need and on the performance of the bidder.
- c) The TIA reserves the right to extend the term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
- d) All information supplied by the bidders may be treated as contractually binding on the bidders, on the successful award of the assignment by the TIA on the basis of this tender document.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred bidder status by the TIA shall not give rise to any enforceable rights by the bidder. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- f) This tender document supersedes and replaces any previous public documentation & communications, and the bidders should place no reliance on such communications.
- g) All figures of costs, project values and others should be mentioned in Indian Rupees only.
- h) No bidder shall submit more than *one Bid* for this tender.

2.2 Consortium Conditions: Not Applicable.

2.3 Tender Fees

The bidders are requested to pay Tender fees as mentioned through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal: <https://mahatenders.gov.in>, on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and will be rejected.

2.4 Earnest Money Deposit (EMD)

The bidders are requested to deposit the EMD as mentioned through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

- a) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- b) The EMD should be valid for 90 days from the date of technical bid opening.
- c) The bids submitted by bidders without the prescribed EMD, will be rejected.
- d) The Unsuccessful bidder's EMD will be returned within 120 days from the date of opening of the financial bid.
- e) The EMD of successful bidder will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender document.
- f) The EMD may be forfeited:
 - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- If successful bidder fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
- If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon bidders.
- If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action

2.5 Contact Details

For any clarifications & communication with regards to the tender document, the bidders are expected to communicate at the contact information provided below:

Sr. No	Item	Details
1.	Name	Pravin N Godse
2.	Designation	State Mission Manager-Procurement Maharashtra State Rural Livelihoods Mission 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614 Maharashtra
3.	Phone	022- 27562552/54

2.6 Side visit

The TIA will host a site visit for bidders. The representatives of the bidders may attend the side visit at their own cost. The purpose of the side visit is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid.

2.7 Corrigendum / Amendment to the Tender

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the bidder, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in>. and shall be deemed to be incorporated by this reference into this tender document.

Any such supplement / corrigendum / amendment will be binding on all the bidders. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the bidders' failure to update the bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

2.8 Completeness of Response

a) The bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

b) The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid

2.9 Bid Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

2.10 Right to Termination

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The bidder's participation in this process may result in the TIA selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD of all bidders shall be returned, without any interest.

3. Bid Submission Instructions

3.1 Online Bid Submission

1. The bidder shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
2. The bids submitted, shall comprise of the following 2 envelopes:

- **Envelope A:** Technical Bid
- **Envelope B:** Financial Bid

The Bid shall include the following documents:

- The bidder should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only.
- Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the bidder.
- It shall be the sole responsibility of the bidder to ensure that all the documents required for the Technical Bid including all annexures, technical specification compliance sheet and Financial Bid etc. are uploaded on the portal well within time and the TIA shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded, error with regards to uploading of correct file etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
- The bidders should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid and compliance to technical specification only.

4. The TIA will not accept the delivery of the bids in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected.
5. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
6. It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory
7. Modification and Withdrawal of Bids –
 - a) Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
 - b) Resubmission of bid shall require uploading of all documents including price bid a fresh.
 - c) If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
 - d) The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
 - e) The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

3.2 Eligibility Criteria

The Bidder shall fulfil all of the following eligibility criteria independently, as on the date of submission of bid

Sr. No.	Eligibility Criteria
1	Bidder should be registered under GST
2	Bidder should have completed at least single work of similar nature of value 3 lakhs and above.
3	Bidder has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations as on the date of submission of bid.
4	Bidder should be manufacturer or authorised distributor/dealer of manufacturer

3.3 Technical Bid (Envelop - A): Documents to be uploaded

The Technical bid must be submitted online as per the instructions on the portal and in this tender document. Following documents are mandatory and should be submitted online

- a) Tender Acceptance Letter: Form -1
- b) Bidder information: Form -2
- c) Details of Similar Experience/Performance Statement: Form -3
- d) Declaration: Form -4
- e) GST registration certificate
- f) Authorised Dealer/Distributor certificate issued by Manufacturer. (In case manufacture participating in tender in such case self-declaration)

3.4 Financial Bid (Envelop - B)

- 1 Financial/price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.

2. Quoted price shall be inclusive of all legal dues applicable as per the law/rules prevailing in the state of Maharashtra and inclusive of all expenses and overheads but excluding GST

3.5 Validity of Bid

The bid shall be valid for a period mentioned above from the date of opening of the technical bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

3.6 Corrections / errors in Financial Bid

1. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
2. The quoted price shall be corrected for arithmetical errors by TIA.
3. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.

3.7 Language

The bid should be submitted by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

3.8 Conditions under which Tender is issued

- 1 This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 2 The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- 3 No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- 4 Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 5 Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of the TIA.

3.9 Right to the content of Bids

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in

its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the bidders. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

3.10 Non-Conforming Bid

A bid may be construed as a non-conforming bid and ineligible for consideration if:

1. It does not comply with the requirements of this tender document.
2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA
3. The bidder qualifies the bid with own conditions.
4. The bid is submitted in an incomplete form and not quoted for all the items/services.
5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
6. The Financial bid is enclosed with the Technical bid.
7. The bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
8. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified,
 - a) The bidder fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within specified period mentioned in the notification of award of contract or within such extended period, as may be specified by the TIA.
9. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the bidders so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
10. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

3.11 Acknowledgement of Understanding

By submitting the bid, each bidder shall be deemed to acknowledge that bidder has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

4. Bid opening and Evaluation process

4.1 Bid Opening

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

4.2 Opening of Envelop – A (Technical Bid)

Envelope No. A (Technical bid) of the tenderer will be opened online through- e tendering procedure.

4.3 Evaluation of Technical Bid

The evaluation of the technical bids will be carried out in the following manner:

- 1 The bidders' technical bid will be evaluated as per eligibility criteria mentioned above. The bidders are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document.
- 2 In any case, in the event of any deviation from the factual information provided by the bidder in technical bid, the deviation can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.
- 3 At any time during the bid evaluation process, the Gramvikas Bhavan committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional experts in the evaluation process.
- 4 The committee reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

4.4 Opening of Envelop - B (Financial Bid)

This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening of Envelope No. A (Technical bid). The date and time of opening of financial bids will be published on <https://mahatenders.gov.in>

4.5 Award Criteria

- a) TIA will award the Contract to the bidder who has quoted lowest cost (L1 Bidder) i.e. total amount quoted for all the items.
- b) The TIA reserves the right to accept or reject any tender without assigning any reason.
- c) If at any time during the period of contract, the price of tendered item is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the TIA / Purchaser immediately about such reduction in the contracted prices. The TIA / Purchaser is empowered to reduce the rates accordingly

4.6 Right to accept any Bid and to reject any or all Bids

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TIA's action.

4.7 Notification of Award

- a. Before expiry of the bid validity period, the TIA will notify the successful bidder in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid have been accepted by the Tender Inviting Authority.
- b. The successful bidder, upon receipt of the acceptance letter, shall furnish the required performance security in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c. After cancellation of award of contract with L1 bidder, TIA will call L2 and asked to match the rate offered by L1. If L2 accept the offer, award of contract will be issued to L2. If L2 refuse to match rate with L1, then L3 will ask to match rate with L1 and if L3 accepts award of contract will be issued to L3 and so on. In such case EMD submitted by L2, L3...will not be forfeited if they refuse to match the rate with L1.
- d. The Notification of Award shall constitute the formation of the Contract.

4.8 Place of work and work completion period:

Place of work: Gramvikas Bhavan, plot no 76(A) in sector -21 at Kharghar, Navi Mumbai.

Work should be completed within Two week from the date of receipt of work order.

4.9 Failure to agree with Terms and Conditions of this Tender

Failure of the successful bidder to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the performance Security of the successful bidder.

4.10 Performance Security

The selected bidder shall deposit the Performance Security as follows:

- a. The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft equal to % mentioned above within specified period.
- b. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Security
- c. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
 - i. Any amount imposed as a fine for irregularities Committed by the bidder.
 - ii. Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- d. The Earnest Money deposited at the time of bid submission would be given back to the bidder on payment of Performance Security in the form of Bank Guarantee or Demand Draft as per the details specified in this tender document

4.11 Payment Terms

The payment will be made within 2 weeks from the receipt of bill and MB duly certified by the Gramvikas Bhavan authority or any other officer authorized by Chief Executive officer, MSRLM that the work has been satisfactory completed.

Actual GST will be paid on submission of original tax invoice. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the bidder and in respect of such deductions necessary certificates of Tax Deduction shall be given.

4.12 Scope of Work :-

Please see annexure – A

ANNEXURE –A

SCOPE OF WORK

The Gram Vikas Bhavan building is 6 floor building consisting of following 53 double room air conditioning rooms, one air conditioning auditorium havin seating capacity 460 persons , 4 air conditioning training halls , one air conditioning canteen having seating capacity about 80 persons and 33 shops .

Name Of Work :- Providing & Fixing Suncontrol film for Rooms, Dining, Classroom Glazing, etc. at Gram Vikas Bhavan, Kharghar, Navi Mumbai.			
Sr No	Discription	Unit	Qty.
	Providing & fixing Reflective types Suncantrol film on window glass, Glazing of entrance passage area, Dining side, Class Room glazing & other relevant area of color R Gray/ R Bronze Having Thickness :2 mil/o.o8mm Visible Light Transmission : 8%/Medium/Translucent. UV Transmittance : <1% Solar Energy Rejection 73% / High Width of Film : 5ft Pattern : Plain Brand : Garware H.P. Films , AMCOR International or Equivalent Warranty: Minimum 5 years	Sq. Feet	4500

* All Films should be fixed from inside & Rate Should be inclusive of Labour charges for fixing, Cleaning, Scaffolding if required. Color & shade should be approved before fixing from consultant / Engineer Incharge.

QUANTITY MENTIONED ABOVE MAY CHANGE DURING ACTUAL WORKING. PAYMENT WILL BE MADE BASED ON THE ACTUAL WORK DONE

TENDER FORMS

**TENDER ACCEPTANCE LETTER
(To be given on Letter Head)**

Date: / /2019

To,
Chief Executive Officer
Maharashtra State Rural Livelihoods Mission
5th Floor,CIDCO Bhavan South wing
CBD Belapur
Navi Mumbai -400614

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work: Providing & Fixing Suncontral film for Rooms, Dining, Classroom Glazing, etc. at Gram Vikas Bhavan, Kharghar, Navi Mumbai.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://mahatenders.gov.in> and /or www.umed.in as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:

Place:

Signature of authorized person
Full Name & Designation:
Firm/Company's Seal

BIDDER INFORMATION (To be given on Letter Head)

Date: _____

Sr. No.	Particulars/Details	
1	Name of the Bidders/ Firm	
2	Communication Address	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
5	Alternate Authorised Person – Name-	
	Designation	
	Mobile	
	E-Mail ID	
8	PAN	
9	GST Registration No.	
10	Tender Fee Paid	Rs-
11	Earnest Money Deposit EMD paid	Rs-
12	Average Annual Turnover for three years 2016-17,2017-18 & 2018-19	

Date:

Place:

Signature of authorized person
Full Name & Designation:
Firm/Company's Seal

Form -3**Performance Statement (To be given on Letter Head)**

Description of similar work of fixing sun control film costing 3 lakhs and above

Sr. No.	Name & Address of the client	Name and Location of work	Value of Work (In lakh)	Contract Period (from To__ _)	Completion/ Performance Certificate enclosed 'Yes' or 'No'

(Fill up the above table & Enclose legible copies of the supporting documents i.e. work order and invoice copies OR satisfactory completion certificate issued by the client)

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

**DECLARATION
(To be given on Letter Head)**

To,
Chief Executive Officer
Maharashtra State Rural Livelihoods Mission
5th Floor, CIDCO Bhavan South wing
CBD Belapur
Navi Mumbai -400614

Ref: 1) NIT/Tender No. _____

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non-performance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been under suspension/termination/banned/blacklisted in the preceding 3 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/ MSRLM/ or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is blacklisted or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, MSRLM may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of MSRLM in selection of Bidders will be final and binding to us.

Date:
Place:

Signature of authorized person
Full Name & Designation:

Company's Seal: