

BRIHANMUMBAI MUNICIPAL CORPORATION OF GREATER MUMBAI

King Edward VII Memorial Hospital,

Diamond Jubilee Society Trust,

Mumbai 400012

KEMH/EoI/01/2026

date: 02/02/2026

Expression of Interest.

Subject- To invite Expression of Interest from Vendor/distributor to provide quote for Turnkey work for KEM Hospital NICU through donation received in DJST, KEM Hospital.

King Edward Memorial Hospital is one of the leading tertiary care, public hospitals in the metropolis of Mumbai that provides basic as well as specialized services to needy patients from all over the country. With a glorious legacy of 100 years and currently catering to over 1.8 million outpatients and 85,000 in-patients annually, the institute is among the top ranked medical institutes in India. Diamond Jubilee Society Trust Department has been working hard to raise funds to upgrade & renovation of Various departments in KEM Hospital, with the objective of providing state of the art facilities to the underprivileged sections of our society.

The Dean KEMH wishes to create a "New Inborn Neonatal Intensive Care Unit (NICU)" with necessary infrastructure near the delivery ward which will provide services to very sick newborns. The Department of Neonatology, established in 1992, is one of the major institutions in India offering comprehensive neonatal care. The department caters to over 7000 deliveries and 1500 neonatal intensive care admissions per year. Presently, NICU is located on the 10th floor of the new multi-storied building where as delivery happens in the department of Obstetrics and Gynecology which is located in the old three-storied building. Hence, we propose to create an inborn NICU of 20 beds near the delivery ward which will provide services for this vulnerable population through funds raised by donation which is received in Diamond Jubilee Society Trust.

For turnkey work of NICU, it is proposed to invite "Expression of Interest" from vendors / Distributor, to provide plan and quote for the same to KEM Hospital. To provide turnkey work of NICU, vendors / Distributor should submit all proposals with the required documents on or before **9.02.2026 (by 11.00 am) in the DJST office, first floor, College building, KEM Hospital, Parel, Mumbai 400012.** With Two packet System (i.e. Packet A is a Administrative & Technical Documents & Packet B is a commercial) do not disclosed the price other than commercial packet. The packet will be opened in front of DJST Committee as per schedule decided by committee.

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INSTRUCTIONS TO APPLICANTS

Eligibility Criteria & Document submission:

- a. Interested Applicants in the above-mentioned work should be contractors of repute, multi-disciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/Private Limited Companies / Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered in with the Municipal Corporation of Greater Mumbai, (MCGM) in Class 'AA' as per old registration 2015 or in Mechanical & Electrical Class 'A' as per new registration 2016 and should have a valid PWD License.
- b. A document in support of Registration under Maharashtra VAT' Act 2002, Sales Tax, GST Registration Certificate in Maharashtra (or equivalent requirement under VAT). Theme not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit Sales Tax Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- c. Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted upon.
- d. Late Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Try) of MCGM. (If applicable)
- e. The Average Annual Financial Turnover for preceding two financial years should not be less than 50 Lakhs
- f. The Applicant(s) should undertake their own studies and furnish with their EOI, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow KEMH to review their proposal.
- g. The Applicant(s) shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500/- stamp paper to be submitted along with the EOI. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.
- h. The Applicant(s) will have to submit details of existing works in hand of similar nature in Public, Govt hospitals along with copies of work orders & self-attested copies of percentage of works completed or part thereof.
- i. The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B & C' Note: Applicant(s)

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

j. The Applicant(s) will have to prepare and submit a Site Survey report duly certified by the authorized personnel from the DJST office constituted by the Dean KEMH.

k. The Applicant(s) shall submit a work plan as per the following outline:

1. Presentation of Proposed Design with rendering

2. Work/Execution Plan showing the completion of work within a prescribed time period, considering major activities. (Work plan including methodology).

3. Organizational set up envisaged by the contractors.

4. Plant & equipment proposed to be deployed for this work.

5. A note on how the whole work will be carried out.

6. All the activities included in the Scope of Work shall be covered in the work plan.

l. The Applicant(s) will have to prepare and submit the Item wise BOQ with Design detailed Scope of work to the NICU Work committee constituted by the Dean, KEMH.

m. Necessary permission from any department/authority as may be required for the above work will be taken by the winning applicant. All charges towards the same shall be borne by the Applicant.

Similar Experience:

For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, the completed or ongoing works in creating facilities for newborn care-NICU in Public/Govt. Hospitals and Gov. affiliated college includes activities like Design, Rendering. Electrical, Civil, Fabrication etc.

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Scope of work

Sr. No.	Description	Make
<u>NICU 1</u>		
1	ANTI BACTERIAL/ANTIFUNGAL ENGINEERED PLASTIC WALL CLADDING 2.5mm	Palclad UK
2	ANTI BACTERIAL/ANTIFUNGAL ENGINEERED PLASTIC CEILING CLADDING 2.0mm	Palclad UK
	<ul style="list-style-type: none"> a) Advanced hygienic engineered cladding system that incorporates silver ion technology b) Inhibits growth of a wide range of microbes, including MRSA, E.Coli, salmonella and mould upto 99.9% c) Carries 10 years limited warranty on impact resistance d) Eliminates the need for aggressive cleaning fluids e) Fire resistant g) Non-Porous 	
3	PVC WALL CLADDING 1.0MM	Palclad UK
4	PVC CEILING CLADDING 1.0MM	Palclad UK
	<ul style="list-style-type: none"> a) PVC Cladding b) Fire Retardant c) Chemical Resistant d) Non-Porous 	
5	False Ceiling and Coving	India Gypsum/ Hilux Board
	False ceiling backed by Calcium Silicate Board cladded	
6	Homogeneous Flooring	Jeoflor/Wonderflor
	Providing and fixing of 2mm thick vinyl flooring, 100% recycled flexible homogeneous flooring of size 2mtrs. x 20mtrs. Its surface is densely compacted for improving wear and ease of maintenance with Anti-bacterial and Fungicidal properties.	
7	Self Leveling Compound as per international standard (ASTM) and certification	

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	Self-Leveling Compound- The hyper fluid self-levelling product with prolonged work ability, extra rapid hardening, compensated shrinkage, suitable for high-resistant adjustment from 2 to 4mm or irregular non-planer substrates before laying flooring.	
8	LED LIGHT 1'x1'	Philips/ Wipro/ Havells
	LED LIGHT 1'x1'	
9	BIOSAFE - SWING SINGLE DOOR WITH FRAME 900x2100mm	Palclad UK
	a) Single Swing Door b) Size: 900x2100mm c) Thickness 45mm d) Single vision panel e) Shutters with frame cladded with antimicrobial engineered plastic sheets f) Available in different colours g) Accessories:hinges, door closer, lock	
10	BIOSAFE SWING DOUBLE DOOR WITH FRAME 1500x2100mm	Palclad UK
	a) Double swing door b) Size: 1500x2100mm c) Thickness 45mm d) Single vision panel e) Shutters with frame cladded with antimicrobial engineered plastic sheets f) Available in different colours g) Accessories:hinges, door closer, lock	
11	BIOSAFE SLIDING DOOR WITH FRAME 1200x2100mm	Palclad UK
	a) Sliding door b) Size: 1200x2100mm c) Thickness 45mm d) Single vision panel e) Shutters with frame cladded with antimicrobial engineered plastic sheets f) Available in different colours g) Accessories:hinges, door closer, lock	
12	HERMETICALLY SEALED AUTOMATIC SLIDING DOOR	Metaflex

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	Hermetically sealed automatic sliding door size 1500mmX 2100mm can withstand upto 100 Pa overpressure and noise insulation of 28dB. Thickness of door panel is 60mm with 4 mm thick High pressure laminate (HPL) inside & outside Puff sandwich of 52 mm. Special grade self lubricating roller with double ball bearings and removable EPDM sealing gasket fitted to the vertical profile and top rail of the door leaf. Sandwich construction of door skin consists of high pressure laminates conforming to EN 438-3:2005. Door profile construction comprises of aluminum alloy, grade 6063, 300X300 Vision panel is made of insulated glass unit flushed with door surfaces, Solid AISI304 grade SS lever handle for effortless manual operation in case of power failure or D-Type handle. It comes with microprocessor based controller (SDA-04), CE marked, 90W AC motor, IP65 protection class (CE marked). AISI304 grade SS foot switches , magic switch and elbow switch with high quality inductive sensors.	
13	Nursing Station	
	Nursing Station	
14	<p>Storage / Racks Below counter storage of 600mm depth made from 10-18 mm BWR plywood carcass and shutters . external finish with bioclad, internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges</p> <p>Overhead storage 600 mm depth made from 10-18 mm BWR plywood carcass and shutters external finish with bioclad ,internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges</p> <p>Full height storage upto 2100 mm height and 400-600 mm depth made from 10-18 mm BWR plywood carcass and shutters . external finish with bioclad, internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges</p>	
15	Windows	Saint Gobain

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	Windows Back lined with toughened glass in UPVC frame Front storage racks as required	
16	ELECTRICAL DISTRIBUTION BOARD WITH ELECTRICAL CONDUITING, WIRING AND SWITCH SOCKET	Polycab/ Roma/ Legrand
	Electrical Distribution board complete with all accessories . Internal wiring with FRLS wires, wiring for 250 volts single phase 6/16 Amps switched socket outlet with 4 sqmm . PVC insulated copper conductor 1100 volts grade stranded flexible wires in concealed or surface mounted 25mm dia 16 gauge PVC conduit including providing and fixing of 6/16 amps .5 Pin switched sockets of approved make and design in 2mm thick GI Box with grid plates and earthing the third pin of each socket with 4sqmm. PVC insulated copper conductor stranded flexible wire two socket shall be connected to one circuit. Distribution Board includes all the required accessories. All relays, sockets of reputed brands.	
17	MEDICAL GAS PIPELINE SYSTEM INSIDE OT	MAXFLO AND GCE
	Supply Installation testing and commissioning of medical gas distribution system. Copper Pipe a) 15mm OD Copper Pipe (Sufficient Quantity) b) 22mm OD Copper Pipe (Sufficient Quantity) c) 15mm Isolation Valve (Sufficient Quantity) d) Valve Boxes with Valve	
18	CIVIL WORK	
	Redesigning of the Area Creation of new walls Resizing of walls Demolition Dismantling	
19	SCRUB SINK THREE BAY MANUAL AT ENTRY POINT AND ONE NEAR THE NURSING STATION	
	1.2 MM THICK 600 * 600 MM HEIGHT , 300 Splash guard matt finish	
	a) Thermostatic Mixing Valve control located behind the access panel & maintaining constant water temperature. b) User defined settings. c) Manual foot pedal dispenser d) SS 304 Faucets,	

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	e) SS 304 Grade f) 16 Gauge	
	Surface and wall around the sink should be made non porous for easy cleaning and infection control with mounted liquid soap dispenser	
20	TOILET AREA	
	Providing and installation of Cladding, Civil work, Tile Work, Plumbing work, Pots, Shower, Taps & basin, Lights, Doors	
21	AIR HANDLING UNIT & AIR CONDITIONING	ZECO,EDGEYTECH, VIBROTECH OR FORGEX
	a) Supply, Installation , Testing and commissioning of factory fabricated double skinned AHU 3500 cfm with 125 mm static with fine and prefilter zeco/edgetech /vibrotech. b) Supply installation of electrical panel with MCB relay , contractor, temperature remote,PLA etc. c) Supply and installation of 22 G GI ducting with Thread rod, fastener and gasket inside the OT d) Supply and Installation of 24 G GI Air Retrun Riser with Thread rod, fastener and gasket inside the OT (4 Nos.) e) Aircooled Condenser unit 8.5 TR, Make Hitachi Daikin,Bluester or Equivalent f) Supply and fixing of 9 mm Insulation g) Copper Pipe 1 1/8 with 10 mm insulation h) Copper Pipe 7/8 with 10 mm insulation i) Inline fan for fumigation	

Sr. No.	Description	Make
<u>NICU 2</u>		
1	ANTI BACTERIAL/ANTIFUNGAL ENGINEERED PLASTIC WALL CLADDING 2.0mm	Palclad UK
2	ANTI BACTERIAL/ANTIFUNGAL ENGINEERED PLASTIC CEILING CLADDING 2.0mm	Palclad UK
	a) Advanced hygienic engineered cladding system that incorporates silver ion technology b) Inhibits growth of a wide range of microbes, including MRSA, E.Coli, salmonella and mould upto 99.9% c) Carries 10 years limited warranty on impact resistance	

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	d) Eliminates the need for aggressive cleaning fluids e) Fire resistant g) Non-Porous	
3	PVC WALL CLADDING 1.0MM	Palclad UK
4	PVC CEILING CLADDING 1.0MM	Palclad UK
	a) PVC Cladding b) Fire Retardant c) Chemical Resistant d) Non-Porous	
5	False Ceiling and Coving	India Gypsum/ Hilux Board
	False ceiling backed by Calcium Silicate Board cladded	
6	VITRIFIED TILES (FLOORING)	
	Providing and fixing Vitrified Tiles in floor with water absorption less than 0.08%, laid on 20mm thick cement morter.	
7	LED LIGHT 1'x1'	Philips/ Wipro/ Havells
	LED LIGHT 1'x1'	
8	BIOSAFE - SWING SINGLE DOOR WITH FRAME 900x2100mm	Palclad UK
	a) Single Swing Door b) Size: 900x2100mm c) Thickness 45mm d) Single vision panel e) Shutters with frame cladded with antimicrobial engineered plastic sheets f) Available in different colours g) Accessories:hinges, door closer, lock	
9	BIOSAFE SWING DOUBLE DOOR WITH FRAME 1500x2100mm	Palclad UK
	a) Double swing door b) Size: 1500x2100mm c) Thickness 45mm	

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	d) Single vision panel e) Shutters with frame cladded with antimicrobial engineered plastic sheets f) Available in different colours g) Accessories:hinges, door closer, lock	
10	Windows	Saint Gobain
	Windows Back lined with toughened glass in UPVC frame Front storage racks as required	
11	RACKS	
	Racks Storage / Racks Below counter storage of 600mm depth made from 10-18 mm BWR plywood carcass and shutters . external finish with bioclad, internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges Overhead storage 600 mm depth made from 10-18 mm BWR plywood carcass and shutters external finish with bioclad, internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges Full height storage upto 2100 mm height and 400-600 mm depth made from 10-18 mm BWR plywood carcass and shutters . external finish with bioclad, internal finish with laminate switch necessary wooden frames, SS handles, locks, magnetic catchers and soft closed hinges	

Evaluation of EOI/Quotation:

1. NICU Work committee from the DJST Office constituted by the Dean, KEMH shall evaluate the technical EOIs and declare the qualified EoI holders. The committee will evaluate the EOIs and their decision will be blotting upon all EOI holders who have submitted their EOIS.
2. The EoI documents should be submitted in a sealed envelope. The completed EOI document must reach the above within the scheduled date and time.
3. The box will be opened on **09/02/2026 at 2:00 PM**. EOI holder or their authorized representative are requested to be present at the time of opening of the EOIs. The authorized representative should carry their authority letter and identity proof while coming for the said purpose.
4. Technical evaluation of the EOIs and Administrative documents ie. Packet A will be checked by the committee,

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Packet B of EOI applications will be opened only after the fulfillment of conditions mentioned in Packet A. The eligible applicant will be decided based on compliance and the work will be awarded to the eligible applicant.

5. KEMH Mumbai reserves the right to accept or reject any EOI without assigning any reason there of the EOI which does not fulfill all or any of the above conditions or is incomplete in aspect shall be liable to be rejected. Dean KEMH Mumbai has the full and exclusive right to cancel the EOI at any point of time without assigning any reasons thereof.

6. In comparing EOI/Quotations, the KEM authorized personnel shall consider such factors as the compliance with the specifications, quality apart from the prices offered.

Work Completion/Delivery period: The work completion period will be 75 days from date of Commencement.

Payment: Payment to successful Applicant will be made by Diamond Jubilee Society Trust Department as per Terms and Conditions of the Agreement. The 50% Amount advance along with Purchase Order, 30% Amount will be made after completion of 90% work, & remaining 20% Amount will be release after completion of entire project.

Defect Liability Period: The Defect Liability period will be 2 years from the date of completion of work.

Penalty:

For failure to comply with the order placed for work/supply of the articles within the stipulated period (not exceeding 75 days) a penalty equivalent to 1/2% per week or part thereof on the value the delayed work/supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10% of the contract sum.

Contract Compliance:

The successful applicant after being awarded the contract shall comply with the General Contract Terms, 1) Contract Agreement, 2) Declaration cum Indemnity Bond, 3) Pre-Contract Integrity P4) ESIC/PF Undertaking, 5) Proforma I & III for Similar works

In case of any doubts or any query about the above-mentioned work, you can contact Diamond Jubilee So Trust Department, & NICU Work Committee KEM Hospital, Parel, Mumbai-012 Contact No.-022-24107024/24107035

**If any doubts or any query about above mentioned work, you can contact DJST Department /
Dept of Neonatology, KEM Hospital, Parel, Mumbai - 400012.**

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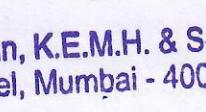
**King Edward VII Memorial Hospital,
Diamond Jubilee Society Trust, Parel,
Mumbai 400012**

**If any doubts or any query about above mentioned work, you can contact DJST Department /
Dept of Neonatology, KEM Hospital, Parel, Mumbai - 400012.**


Secretary, DJST
KEM Hospital


HOD Neonatology,
KEM Hospital


Dean
KEM Hospital, Mumbai


Dean, K.E.M.H. & Seth G.S.M.C.,
Parel, Mumbai - 400 012.

Annexure - 1
EOI No. _____
EOI Form
(To be submitted in PACKET A)

To,
The Dean KEM Hospital
Brihanmumbai Municipal Corporation

Sir,

1. I / We..... (full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to

- 1) Invitation to EOI
- 2) Instructions to Vendors participating in EOI Process
- 3) Flow of activities of EOI
- 4) Important Conditions and Instructions to Bidders
- 5) Items Descriptions
- 6) Scope of supply and Technical Specifications
- 7) Contract Agreement form (Proforma for Article of Agreement)
- 8) Annexures
- 9) Rate to be filled by bidder in commercial offer
- 10) Corrigendum if any

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby EOI for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the commercial Packet B
3. I / We also agree to keep this EOI open for acceptance for a period of 180 days from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Hospital.
4. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
5. I / we have offered our rates in the prescribed format and submitted it along with the bid document.
6. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the EOI documents and various declarations as per requirement of KEM Hospital and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Signature of the bidder with
Official Seal and Address.

1.
2.
3.
4.

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

1. A/c. No.
.....
.....
.....
2.
.....
.....
3.
.....

Undertaking to be signed by the bidder
(To be submitted in PACKET A)

AFFIDAVIT

To

The Dean KEM Hospital
Brihanmumbai Municipal Corporation
Sir,

“I/ we

(full name in capital letters, starting with surname, the Proprietor/ Managing Partner/Managing Director/ holder of Partner allowing of M/s...../ the Business/ establishment /firm/ registered company do hereby, in continuation of the terms and conditions set in the EOI and agreed to by me/us give the following undertaking.

1. “I/We do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
2. I/Wedo hereby state and declare that I/we, whose names are given herein below in detail with the addresses, have not filled in this EOI under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the EOI for the aforesaid work.
3. I/Wehave filled in the accompanying EOI with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this EOI.
4. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this EOI is false or incorrect. I/we shall compensate the Dean KEM Brihanmumbai Municipal Corporation for any such lapses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”
5. I/Wehereby confirm that I/We will be able to carry out and reply entered by me/us at the quoted rates as per specifications indicated in the EOI after compliance of all the required formalities within the specified time.
6. I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within B.M.C. also in similar conditions.
7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to

assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our EOI/contract is liable for rejection/termination by the BMC if-
 - a) I / We fail to keep the EOI open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We hereby further state and declare that I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of EOI notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the EOI which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this EOI by B.M.C. shall constitute a binding contract between me / us and B.M.C.
14. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of EOI or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the EOIs for BMC for 10 years.
15. I/We, _____ who are proven and reputable manufacturer of _____ (Name & description of the goods offered in the EOI) having factories at _____, hereby certified that do hereby state that I/We have a full-fledged and well-established service centre in Mumbai.
16. * I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
17. *I/We-----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

I/We ----- hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production activity.

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948. (* Strike out if not applicable)

18. "I/We do hereby further undertake that, we have offered the best prices for the subject supply

work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the similar services in the past one year in the Maharashtra State for quantity variation upto – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within B.M.C. also. Further, we have filled in the accompanying EOI with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this EOI.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this EOI is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

I/we solemnly confirm the compliance of all the requirements/ Conditions of the EOI documents.

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

1. _____
2. _____
3. _____

WITNESS:

(1) Full Name
And Address

.....
Signature

(2) Full Name
And Address

.....
Signature

Note:-To be filled in and signed by the bidder and to be submitted on non judicial paper of Rs.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.