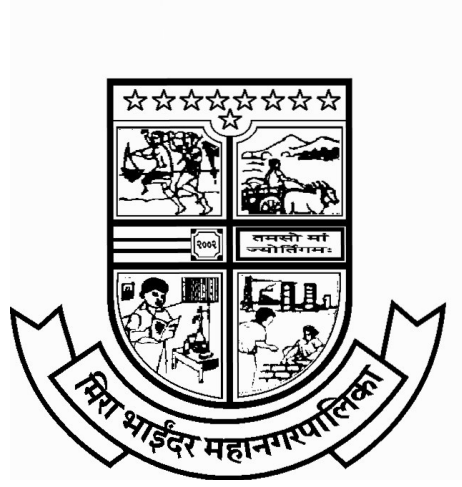


MIRA BHAYANDER MUNICIPAL CORPORATION



FIRE SERVICE DEPARTMENT

SUPPLY/PURCHASE OF ROBOTIC WATER RESCUE CRAFT / WATER CRAFT

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MIRA- BHAYANDER MUNICIPAL CORPORATION
FIRE AND EMERGENCY SERVICES
HEAD OFFICE, CHATRAPATI SHIVAJI MAHARAJ MARG, BHAYANDAR (WEST)

Re-Tender Notice: MBMC/FIRE/3167/2025-26 Dated :- 12/03/2026

Tender are invited by Mira Bhayander Municipal Corporation for supply/purchase of robotic water rescue craft / water craft for Fire Brigade Department of Mira Bhayander Municipal corporation. The tender will be available on websites, www.mahatender.gov.in from 13/03/2026 to 30/03/2026 up to 16.00 Hrs. Pre-Bid meeting shall be held on 23/03/2026 at 16.00 Hrs. The tender has to be submitted by 'E'-Tendering procedure only, till 30/03/2026 up to 16.30 Hrs. and will be opened on 01/04/2026 at 16:30 Hrs. For Further clarifications on 'E'-Tendering, tenderer may contact on above website.

DEPUTY COMMISSIONER
FIRE AND EMERGENCY SERVICES
MIRA BHAYANDER MUNICIPAL CORPORATION



MIRA- BHAYANDER MUNICIPAL CORPORATION
FIRE AND EMERGENCY SERVICES
HEAD OFFICE, CHATRAPATI SHIVAJI MAHARAJ MARG, BHAYANDAR (WEST)

II RE-TENDER NOTICE II

Tender in two Bid system are invited by Mira Bhayander Municipal corporation for supply/purchase of robotic water rescue craft / water craft for Fire Brigade Dept. of Mira Bhayander Municipal corporation. The Tenders will be available on websites. www.mahatenders.gov.in The Technical and Price Bids shall be submitted online up to the due date and time mentioned below.

Sr. No.	Name of work	Qty	Earnest money Deposit (EMD) (Rs.)	Tender Form fees	Start Date and time for Downloading of Bids	Due Date and time for on the Bid submission
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	SUPPLY/PURCHASE OF ROBOTIC WATER RESCUE CRAFT / WATER CRAFT	2 Nos.	Rs. 28,381/-	Rs. 6200/- + Rs. 1,116/- (GST) = Rs. 7,316/-	13/03/2026 From 11.00 Hrs.	30/03/2026 Up to 16.30 Hrs.

The tender shall have to pay Tender Form fees Online and also all the tenderers are required to pay the Earnest Money Deposit (EMD) by online or Bank Guarantee

Conditions: -

1. Tender shall fulfill the qualification criteria mentioned in detailed in Tender Document.
2. The rates quoted in the Bid will be considered valid for a period of 180 days from the date of opening of Bid.
3. Online tenders shall be accepted on website. www.mahatenders.gov.in
4. Right either to accept or reject any or all tenders without assigning any reason thereof, is reserved by the Commissioner, Mira Bhayander Municipal corporation, Mira Bhayander.
5. For additional information, Tenderer can contact the undersigned.

DEPUTY COMMISSIONER
FIRE AND EMERGENCY SERVICES
MIRA BHAYANDER MUNICIPAL CORPORATION

Place: BHAYANDER

Date:12/03/2026



मिरा भाईदर महानगरपालिका
मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग, भाईदर (प.)
ता. जि. ठाणे - 401 101

॥ जाहीर फेर निविदा सुचना ॥

मिरा भाईदर महानगरपालिकेच्या अग्निशमन विभागाकरिता रोबोटीक वॉटर रेस्क्यु क्राफ्ट / वॉटर क्राफ्ट पुरवठा करण्यासाठी मिरा भाईदर महानगरपालिकेने दोन लिफाफा प्रणालीमध्ये निविदा मागविल्या आहेत. सदर निविदा शासनाच्या www.mahatenders.gov.in या वेबसाइटवर उपलब्ध असतील. तांत्रिक आणि किमतीच्या बोली खाली नमूद केलेल्या नियत तारखेपर्यंत आणि वेळेपर्यंत ऑनलाईन स्विकारल्या जातील.

Sr. No.	Name of work	Qty	Earnest money Deposit (EMD) (Rs.)	Tender Form fees	Start Date and time for Downloading of Bids	Due Date and time for on the Bid submission
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	मिरा भाईदर महानगरपालिकेच्या अग्निशमन विभागाकरिता रोबोटीक वॉटर रेस्क्यु क्राफ्ट / वॉटर क्राफ्ट पुरवठा करण्यासाठी	02 नग	Rs. 28,381/-	Rs. 6200/- + Rs. 1,116/- (GST) = Rs. 7,316/-	13/03/2026 रोजी दुपारी 11:00 वाजता.	30/03/2026 रोजी दुपारी 4:30 वाजेपर्यंत

निविदाधारकानी /ठेकेदारानी टेंडर फॉर्म फी चा भरणा ऑनलाईन करावा. निविदेत भाग घेणाऱ्या सर्व निविदाधारकानी /ठेकेदारानी बयाणा रकमेचा भरणा ऑनलाईन किंवा बँक गॅरंटी स्वरुपात भरणा करावा.

अटीशर्त :-

1. निविदाधारक /ठेकेदार निविदा पत्रकातील नमुद केलेले पात्रतेचे निकष पूर्ण करेल.
2. दरपत्रका (Price Bid) मध्ये सादर केलेल दर हे दरपत्रक उघडल्याच्या दिनांकापासुन १८० दिवसाकरिता वैध असतील.
3. निविदा शासनाच्या <https://mahatenders.gov.in> या वेब साईटवर स्विकारल्या जातील.
4. कोणतेही कारण न देता कोणतीही निविदा किंवा सर्व निविदा स्विकारण्याचा किंवा नाकारण्याचा अधिकार आयुक्त, मिरा भाईदर महानगरपालिका यांचे कडे राखून ठेवण्यात आलेला आहे.
5. निविदे संबंधीत अतिरिक्त माहिती आवश्यक असल्यास निम्न स्वाक्षरीदाराशी संपर्क करावा.

उप-आयुक्त

**अग्निशमन व आणीबाणी सेवा
मिरा भाईदर महानगरपालिका**

ठिकाण :- भाईदर (प)

दिनांक :- १२/०३/२०२६

LIST OF ABBREVIATIONS

DSC	Digital Signature Certificate
SD	Secure Digital
EMD	Earnest Money Deposit
ITR	Income Tax Return
NIT	Notice Inviting Tender
RFP	Request for Proposal
TIA	Tender Inviting Authority
COD	Means commercial operations date
LOA	Letter of work Award
LOI	Letter of Intent
TS	Technical Score
MBMC	Mira Bhaindar Municipal Corporation

1. DEFINITIONS

Whenever used in this tender document, the following terms shall have the respective meaning given to them below:

1. **“Agreement”** shall mean this agreement executed between BUYER MBMC and the SUCCESSFUL BIDDER and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendum and alterations hereof.
2. **“Authorized Representative / Authorized signatory”** shall mean any person duly and formally authorized by either of the parties.
3. **“Authorized Dealer”** An authorized dealer is an individual or company authorized by a manufacturer to sell its products.
4. **“Bidder”** means a corporate firm/organization/company incorporated in India eligible to bid in the stages of pre-qualification, bidding process and shall include the successful bidder during the currency of the Contract. In case of Consortium / JV, credentials of any of the members shall be accepted during bid evaluation.
5. **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the supply of Goods.
6. **‘Time for Completion’** means the time for completing the supply and passing the tests of the Goods or any part thereof as any part thereof as stated in the Contract calculated from the Commencement Date.
7. **‘Annexure’** referred to in these conditions shall means the relevant annexure appended to the Contract.
8. **“Contract”** shall mean the agreement entered into between the Mira Bhayandar Municipal Corporation, Mira Bhayandar and the tenderer as recorded in the contract form signed by the parties which shall adopt the General Conditions of Contract as stated in this tender document and shall include all attachments, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, & the accepted conditions with annexure mentioned therein including any special conditions, specifications, priced schedule. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent or amendments.
9. **“Contract Period”** means period specified in the tender document for entire execution of contracted works from the date of notification of award.
10. **“Contract Sum” / “Tender Value”** shall mean the sum for which the tender is accepted.
11. **‘Competent Officer’** shall mean any officer authorized by the Corporation to act on behalf of the Corporation under this Contract.
12. **‘Government’** shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
13. **‘Corporation’** shall mean Mira Bhayander Corporation as incorporated under the MBMC Act, 1949.
14. **‘Commissioner’** shall mean the Commissioner of the Municipal Corporation, for the time being holding that office and also his successor and shall include any officer authorized by him
15. **“Completion”** means the fulfilment of the related services by the Successful Bidder in accordance with the terms and conditions set forth in the Contract.
16. **“Day”** means a working calendar day excluding public holiday.

17. **"Delivery"** means the transfer of the Goods from the selected Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
18. **"Implementation Period"** shall mean the period from the date of signing of the Agreement till completion of Project duration.
19. **"Lead Bidder"** means The Consortium Member taking the lead in submitting the bid under this RFP with eligibility, roles and responsibilities outlined in this RFP and duly supported by the legal agreements as per formats in this RFP.
20. **"LOA"** means issuing of Letter of work Award, which shall constitute the intention of the Tenderer to place the work order to the successful bidder.
21. **"OEM"** means original equipment manufacturer (OEM) (A company that makes a part or subsystem that is used in another company's end product.)
22. **"Party"** means the Fire Brigade Department or Bidder.
23. **"Purchaser"** means the entity purchasing the Goods and related services, as specified in the bidding document.
24. **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Successful Bidder under the Contract.
25. **"Service"** means provision of Contracted service viz., supply, installation, at Fire Brigade Department, Mira Bhaindar.
26. **"Service Provider"** means successful bidder who shall be supplying all the components and providing services as per the terms and conditions mentioned in the RFP.
27. **"Successful Bidder"** means Successful Qualifying Bidder/Consortium with the highest score of the Evaluated Bid Value.
28. **"Supplier"** a person or organization that provides something needed such as a product or service.
29. **"Tenderer / Employer/ Purchaser"** means the Fire Brigade Department, Mira Bhaindar who is issuing this tender.
30. **"Tender Inviting Authority"** shall mean the Commissioner, Fire Brigade Department, Mira Bhaindar
31. **'Contractor'** shall means the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term "Tenderer" used in the Detailed Tender Notice and shall mean the successful "Tenderer".
32. **Goods'** shall mean the items to be supplied to the Corporation by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.
33. **'Contract Amount'** shall mean the sum quoted by the Contractor in his offer and accepted by Corporation.
34. **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval. "Approval" shall mean approval in writing including as aforesaid.
35. **Specification'** means the specification referred to in the Tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given,

the relevant specification, where one exists, of the Bureau of Indian Standards shall apply.

36. **'Tender'** means the Contractor's priced offer to the Corporation for the supply of the Goods and remedying of any defects therein in accordance with the provisions of the Contract, the installation and services as accepted by the Letter of Acceptance.

2. Singular and Plural:

Where the context so requires, words importing the singular shall also mean the plural and vice versa.

Gender :

Words importing the masculine gender shall also include the feminine gender.

3. PARTIES TO THE CONTRACT:

The parties to the Contract shall be the Contractor, whose offer is accepted by the Corporation and the Corporation. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Corporation may, without prejudice to any other Civil/criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damage for such termination.

4. CONTRACT DOCUMENTS:

The several Contract documents forming the Contract shall be taken as mutually explain to of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the contract the priority of the documents forming the Contract shall be as follows :

- i) The Contract Agreement
- ii) Letter of Acceptance
- iii) The Conditions of Contract
- iv) Detailed Tender Notice

5. Transportation:

The Goods shall be delivered at location indicated and shall include loading, unloading and to and fro transportation. The Goods damaged during transportation will have to be replaced at Contractors cost.

6. Quantity of Goods / Validity :

All Goods to be supplied by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, furnish proof to the satisfaction of the Competent Authority that the materials so comply. The Goods supplied under the Contract must be of the highest quality and standard.

6.1 In case of Quantity Contract:

The Quantity and place where the goods are to be supplied shall be as indicated in the schedule B. The Goods shall conform to the specification and drawings attached with this Contract.

7. Installation and Commissioning:

Where required to do so, the Contractor shall be responsible for installation of the Goods at site and for making them fully operational within 1 week of receiving the approval of the Competent Authority. The Contractor shall, in the presence of the Competent Authority, conduct acceptance tests. The tests will demonstrate satisfactory installation and commissioning and trouble free operation for ten consecutive days apart from physical verification and testing. No additional charges shall be payable by the Contractor for carrying out these acceptance test.

8. Warranty:

The Contractor shall be fully responsible for the warranty for all the Goods supplied against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Contractor or any defect that may develop under normal use of supplied Goods during the warranty period of One year.

9. Liquidated Damages for delayed supply:

The time allowed for supply of the Goods as specified in the Contract documents shall be the essence of the Contract.

If the Contractor fails to deliver any or all of the Goods or does not perform the Services within the time period specified in the Contract, the Corporation shall deduct from the Contract price as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered Goods / Services for each week or part thereof during which the delivery of such Goods / Services may be delayed subject to a maximum limit of 10 percent of the stipulated price of the Goods / Services so undelivered. Once the maximum of the damages as above is reached, the Corporation may consider termination of the Contract.

11. Risk Purchase:

In case the Contractor fails to deliver the Goods as stipulated in the Contract, the Corporation reserves the right to procure the same or similar Goods from alternate sources at the risk, cost and responsibility of the Contractor.

12. Imposition of fines / penalty

The Contractor shall be liable for the penalties for deficiency in the Goods / Services as per tender condition or as decided by Chief Officer.

13. Payment Terms:

100% of the payment towards the supply of Equipment will be made by the Corporation directly to the Contractor within 30 days from the date of receipt of Goods and satisfactory Acceptance Tests. Where specified in the Tender documents. Payments:

The rates quoted shall be inclusive of GST or any other duty or taxes levied by the Central or State Govt. or Local Bodies. The rates shall be firm and fixed and shall not be subject to any change, variations, on any other condition whatsoever nature and shall hold well till completion of supply of the Goods.

Bills for Goods supplied under this contract shall be prepared in duplicate by the Contractor immediately after the Goods have been supplied tested and accepted by the Competent Authority. The payment of bills and other claims arising out of the Contract will be made by Account Payee Cheque drawn in the name of the Contractor.

It may be noted that under the provisions of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. Similarly, under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct Turnover Tax at source at the rates prevailing at the time of payment. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulation.

15. Assignment of Contract, Alternation in Firm:

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior consent of the Chief Officer Municipal Corporation. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen. No change in the Contractor's firm either by death, retirement or addition of new partners shall vitiate or effect his agreement but the Contractor's / partner's heirs assigns successors of the firm for the time being shall be absolutely bound by the terms hereof.

16. Corrupt or fraudulent Practices

The Corporation requires the contractors under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

- a) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value of influence the action of the public official in the procurement process or in Contract execution; and
- b) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition.

The Corporation will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for the Contract in question. The Corporation will hold the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in execution the Contract.

17. Termination / Suspension of Contract:

The Corporation shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract or poor quality of the Goods, insufficient service or misconduct of the Contractor as to which the decision of the Corporation shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes.

- a) In the opinion of the Corporation, the Contractor has repudiated the Contract
- b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the Goods or provide Services within the time stipulated for completion,
- c) Despite previous warning from the Corporation, in writing or otherwise, persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
- e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- f) If the Contractor is in breach of any law or statute.
- g) The Contractor, in the judgement of the Corporation has engaged in corrupt or fraudulent practices in competing for or in execution of the Contract.
- h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- i) The Contractor becomes insolvent;
- j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- l) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation.

18. Termination without assigning any reasons

It shall also be lawful for the Corporation to terminate the Contract at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Corporation for such termination,

19. Consequence of Termination

Any such termination shall be without prejudice to any other right of the Corporation under the Contract.

20. Contractor's right to terminate

If the Contractor decides to terminate the Contract before the end of Contract period, the Contractor has to give an advance intimation of at least 01 month. If the Contractor terminates the agreement without prior notice of 01 month, then the entire Security Deposit shall be forfeited.

21. Security Deposit

The Security Deposit for an amount of 5% of the Contract value, valid for **01 year** after the date of supply of Goods shall be required to be provided by the contractor.

It is optional to the contractor to make the Security Deposit in one of the other of the following ways.

- i) Wholly in form of National saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalized / Scheduled Banks in the enclosed format.

22. Forfeiture of Security Deposit

If during the term of this Contract the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

Nothing herein mentioned shall debar the Corporation from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit.

23. Return of Security Deposit

The Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Corporation. The Security Deposit shall be returned to the Contractor by the Corporation after 01 years following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Corporation on the Contractor.

24. Confidentiality

The Contractor shall cause the persons related to the Contractor not to, without the prior written consent of the Corporation, at any time divulge or disclose to any time divulge or disclose any person or use for any purpose unconnected with the services, proprietary knowledge obtained while delivering Goods and Services under this Contract.

The Contractor shall, whenever required, take necessary steps to ensure that all persons employed by it, under this Contract, comply with the India Official Secret Act 1923 (XIX Of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

25. Disputes & Arbitration

The Corporation and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If a dispute(s) of any kind whatsoever that can not be resolved the same shall be referred to the sole arbitration of the Commissioner and if the Commissioner Municipal Corporation is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Chief Officer Municipal Corporation who is willing to act as such Arbitrator. It is also a term of this Contract that no person other than a person appointed by the Commissioner Municipal Corporation as aforesaid should act as an Arbitrator.

As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

26. Mode of Serving Notice

Communications between Parties which are referred to in the Contract, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.)

Subject to as otherwise provide in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority.

If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

27. Publicity

Any publicity by the Contractor in which the name of the Corporation is to be used should be done only with the explicit written permission of the Corporation.

28. Governing Language

Governing language for the entire contract and communications thereof shall be in English or Marathi only.

29. Law:

The Contract shall be governed and construed in accordance with the law in India.

30. Legal Jurisdiction:

No suit or other proceedings relating to performance or breach of Contract shall be filled or taken by the Contractor in any Court of Law except principal court of Ordinary Civil Jurisdiction at Mira Bhayander which shall have exclusive jurisdiction to the exclusion of any outside court.

31. Stamp Duty:

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE 'A'

1.	Name of Tender	Supply/purchase of robotic water rescue craft / water craft
2	Persons Responsible	The Commissioner Chief Fire Officer
3.	Eligibility Criteria and Documents Required to Establish Eligibility.	
a.	Scan Copy of Receipt of payment of tender form fee.	
b.	Scan Copy of Receipt of payment of Earnest Money Deposit (EMD) Note- 1) Enterprises registered as manufacturers under the Micro and Small, Medium Enterprises Development Act, 2006 are exempted from payment of tender fee and earnest money (EMD). 2) Contractors and suppliers registered under Government Boards / Corporations / Undertakings as well as Micro, Small and Medium Enterprises should be exempted from payment of tender fee and earnest money. In this, the registered suppliers other than Maharashtra State Handicrafts Corporation / Federation will be required to submit authorization letter from the manufacturer to be the authorized dealer.	
c.	Copy of GST Registration Certificate.	
d.	Copy of PAN Card (If the company/partnership organization is submitting the tender, it is mandatory to have PAN card in the name of the concerned company/partnership organization. In case of Proprietary Firms there will be a PAN Card in the name of the Proprietor)	
e.	Registration certificate of relevant organizations of Bidder's Company/Partnership Firm/ Proprietary Firms. (Certificate of Registration under Companies Act in case of Company, Certificate of Registration of Partnership in case of Partnership and Registration Certificate under Shops and Establishments (Gumasta) Act in case of Proprietary Firm)	
f.	Copy of the average annual turnover of the tenderer for the last 3 years should be at least 75% of the cost of the work. (In this regard, the Turnover Certificate should be certified by a Chartered Accountant)	
g.	Copy of Experience Certificate- The tenderer must have done equivalent work (equivalent work i.e. work experience in the same field as the nature and scope of the work specified in the tender) in the previous 3 years in Government / Semi-Government / Local Self-Government bodies. (For experience, the tenderer must attach the experience certificate of actual work done. The amount of work must be mentioned in the experience certificate/ work completion certificate. The work order will not be accepted.) <i>One similar works whose work-wise cost should not be less than the amount equal to 80% of the estimated amount of the tender invited</i> <p style="text-align: center;">or</p> <i>Two similar works whose work-wise cost should not be less than the amount equal to 50% of the estimated amount of the tender invited</i> <p style="text-align: center;">or</p> Three similar works whose work-wise cost should not be less than the amount equal to 40% of the estimated amount of the tender invited.	

h.	Affidavit stated that the tenderer has not been blacklisted by any government/semi-government/corporation in the last five years.	
i.	Bidder should be manufacturer or authorized dealer. Authorized Dealers have to upload Authorized Dealer Certificate from Manufacturers.	
4.	Security Deposit - 5%	
5	Type of Contract	
6.	Contract Period	One Year
7.	EMD	Rs. 29,800/-

INSTRUCTION TO BIDDERS

IB - (I)		<u>Mandatory Conditions:</u>
		The tender shall be rejected if the tenderer does not fulfill the mandatory conditions stated below: -
Sr. No.		Tenderer are requested to note that their Tender shall be rejected if the Tenderer
A		Stipulates the validity period less than what is stated in the form of tender.
B		Stipulates with hedging condition/ own conditions.
C		Does not scan and upload filled in and signed the tender form and the bills of quantities.
D		Does not quote unit price of items in BOQ of e -tender in figures.
E		Does not submit Rate Analysis of the Rate Quoted; on request by the department.
F		Does not scan and upload copy of DD towards the payment of EMD.
G		Does not disclose the full names and addresses of all his partners in the case of partnership concern and the Engineering qualifications, if any.
H		Does not scan and upload documents as specified for inclusion in Packet 'A'. (Technical Bid)
I		Does not
	i)	Scan and Upload his own "PAN CARD" in case of Retailer / Dealer / Supplier / Distributor
	ii)	Scan and Upload; in case of Company or firm –
	a)	"PAN CARD" of Proprietor in case of Proprietor/Ownership firm
	b)	"PAN CARD" of a Company in case of Private Limited Co.
	1)	
	2)	"PAN CARD" of firm in case of Partnership firm
	c)	Scan and Upload; in case of The Sanstha/Societies/Trust which are registered under Public Trust Act 1950/Registration Act 1860/The Maharashtra Co-op Societies Registration Act 1960 (whichever is applicable) the "PAN CARD" of the Sanstha / Society or Trust.
		However; in case of Foreign companies, Public Limited Companies; Semi Govt. undertakings, Govt. Undertakings; no "PAN CARD" will be insisted.
J		Does not scan and upload latest partnership deed in case of partnership firm and R.C. and MOU in case of Private Ltd. Firm.
K		Does not scan and upload the Certificate of Registration of GST issued by Govt. authorities in prescribed form
		Please do not promote any equipment from the Chinese manufacturer. Any Tenderer/ Bidder doing so will be rejected.
		If any Tenderer fails to comply with any of the above mandatory conditions or fails to scan and upload relevant information with the tender. It will be open for the dept to call for necessary information/ clarification / document from the tenderer before processing further with the evaluation of bid within a period of seven days from the date of opening of Packet '1' (Technical Bid). Opening of packet '2' will be suitably differed in such cases. However, no changes what so ever will be permitted on opening of Packet '2'.

		<u>Specific Instructions</u>
		The tenderer shall carry out the said work fully as per specifications, and instructions of Deputy Commissioner (Fire) Mira Bhayander Municipal Corporation, Mira Bhayander.

MIRA BHAYANDER MUNICIPAL CORPORATION

Detailed Tender Notice

1. Notice Inviting Tenders

- 1.1 Sealed Tenders invited by and on behalf of Commissioner, Mira Bhayander Municipal Corporation (MBMC) from eligible Tenderers for the proposed work specified in the Schedule 'A'.

2. Issue of Tender

- 2.1 The Tender Documents can also be downloaded from the official website (www.mahatenders.gov.in). While submitting the Tender downloaded from the web site, the shall have to be accompanied by a separate demand draft/pay order towards the cost of each tender form as indicated in the Tender Notice.
- 2.2 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

3. Language of Tender / Contract

- 3.1 The language of the Tender shall be in English / Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.

4. Clarifications by Tenderer and Pre-Tender Conference

- 4.1 Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, Conditions of Contract, etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender Document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.
- 4.2 The Tenderer should get its doubts cleared during pre-bid meeting only if provided in the Tender, **The pre-bid meeting will be held at, Office of Additional Commissioner, 1st floor, Mira Bhaindar Municipal Corporation, Chatrapati Shiwaji Maharaj Marg, Bhaindar (west).**

5. Validity of Tenderers

- 5.1 The Tenders will be valid for a period of 180 days from the date of its opening.

6. Earnest Money

- 6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money shall be online, The failure or omission to deposit the Earnest Money shall disqualify the Tender and the Municipal Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.
- 6.2 If the Municipal Corporation accepts the Tender, the Earnest Money shall be appropriated towards Security Deposit payable by the Tenderer in accordance with the Conditions of Contract. Alternatively, on payment of the required amount of the Security Deposit and the execution of the Contract Agreement, the Earnest Money shall be returned to the Tenderer.

7. Forfeiture of EMD

- 7.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Municipal Corporation during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the Municipal Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a Tender to the Corporation for execution of any work during the next twenty-four (24) months effective from the date of such revocation.
- 7.2 If the successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, The Earnest Money Deposit will be forfeited by the Corporation.

8. Refund of Earnest Money

- 8.1 The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Tenderer furnishes the required Initial Security Deposit to the Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Tenders, whichever is earlier.

9. Cost of Tender

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the conduct or the out come of the Tendering Process.

10. Eligible Tenderers

- 10.1 Only those Tenderers who fulfill the eligibility criteria as mentioned in Schedule A of the Tender Notice are eligible to submit their Tenders for this work. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Tenderer.
- 10.2 The Corporation shall usually hold a Tenderer eligible for the Tender subject to the condition that the price tendered by him together with the value of outstanding work/ contracts under execution by him for the Corporation or any other employer shall not be more than four times the value of average annual turnover of works / contracts executed during the preceding three financial years ending 31st March.

11. Relationship with Corporator(s)

- 11.1 The Tenderer shall not be associated presently or in the past with any of the office bearers of Corporators of Mira Bhayander Corporation, either directly or indirectly as specified in the section 10(f), (g) of BKMC Act. 1949. The Tenderer shall furnish an affidavit on a Non-Judicial stamp paper of Rs.10/-. If any information so furnished shall be found to be untrue or false, the Tenderer shall be liable to be disqualified and the Earnest Money accompanying such Tender shall stand forfeited to the Corporation. If the Information so furnished shall be found to be untrue or false during the currency of the contract, the Tenderer shall be held to be in default and the Contract if any awarded to it shall be liable to be terminated with its consequences.

12. Inspection of Site and Sufficiency of Tender: -

The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications, drawings and conditions and finally arrive at the cost of the

Work/Service in the appropriate place. The Tenderer shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works/Services.

Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

13. Manner of Submission of Tender

13.1 The Complete Tenders in the manner specified in the following paragraph will be received in any of the following offices / manner:

- a) Online only.

14 Last Date for Submission

14.1 The Corporation may, as its discretion, extend this deadline for submission of Tenders by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.

14.2 Any Tender received by the Corporation after the deadline for submission of Tender prescribed by the Corporation, pursuant to the clause above, will be rejected and /or returned unopened to the Tenderer.

15. Modification and Withdrawal of Offers

The Tenderer may modify or withdraw its Tender after its submission, provided that a written notice of modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of Tender. No Tender can be modified by the Tenderer, subsequent to the closing date and time for submission of Tender.

16. Contents (Qualification Criteria: Envelope No. 1”)

16.1 Tenders are invited in two-envelope system. The two envelopes shall contain the following:

Envelope No.1 (Technical Bid):

This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc as mentioned in the Tender notice.

List of all the documents enclosed in the envelope;

- a) Scan Copy of Receipt of payment of tender form fee.
- b) Scan Copy of Receipt of payment of Earnest Money Deposit (EMD)
Note- 1) Enterprises registered as manufacturers under the Micro and Small, Medium Enterprises Development Act, 2006 are exempted from payment of tender fee and earnest money (EMD).
2) Contractors and suppliers registered under Government Boards / Corporations / Undertakings as well as Micro, Small and Medium Enterprises should be exempted from payment of tender fee and earnest money. In this, the registered suppliers other than Maharashtra State Handicrafts Corporation / Federation will be required to submit authorization letter from the manufacturer to be the authorized dealer.

- c) Copy of GST Registration Certificate.
- d) Copy of PAN Card (If the company/partnership organization is submitting the tender, it is mandatory to have PAN card in the name of the concerned company/partnership organization. In case of Proprietary Firms there will be a PAN Card in the name of the Proprietor)
- e) Registration certificate of relevant organizations of Bidder's Company/Partnership Firm/ Proprietary Firms. (Certificate of Registration under Companies Act in case of Company, Certificate of Registration of Partnership in case of Partnership and Registration Certificate under Shops and Establishments (Gumasta) Act in case of Proprietary Firm)
Note- The relevant certificate should mention the work/supplies for which the tender is invited and the relevant experience in the field of work/supplies. (For example In case of tender for supply of labour, the nature of work in the Gumasta Registration Certificate should be Labour/ Labour/ Manpower Supply. In case of a tender for maintenance of gardens, the Gumasta's certificate should mention the nature of the work in the form of work in the Gumasta's certificate, indicating the nature of the work / development of gardens or similar, or supply of stationery and other materials.)
- f) Copy of the average annual turnover of the tenderer for the last 3 years should be at least 75% of the cost of the work. (In this regard, the Turnover Certificate should be certified by a Chartered Accountant)
- g) Copy of Experience Certificate- The tenderer must have done equivalent work (equivalent work i.e. work experience in the same field as the nature and scope of the work specified in the tender) in the previous 3 years in Government / Semi-Government / Local Self-Government bodies. (For experience, the tenderer must attach the experience certificate of actual work done. The amount of work must be mentioned in the experience certificate/ work completion certificate. The work order will not be accepted.)
 - a) One similar works whose work-wise cost should not be less than the amount equal to 80% of the estimated amount of the tender invited
 - or
 - b) Two similar works whose work-wise cost should not be less than the amount equal to 50% of the estimated amount of the tender invited
 - or
 - c) Three similar works whose work-wise cost should not be less than the amount equal to 40% of the estimated amount of the tender invited.
- h) Affidavit stated that the tenderer has not been blacklisted by any government/semi-government/corporation in the last five years.
- i) Bidder should be manufacturer or authorized dealer. Authorized Dealers have to upload Authorized Dealer Certificate from Manufacturers.

16 Envelope No.2 (Financial Bid):

This envelope shall only contain the Commercial Bid in Schedule B only. Submit online Only.

The bidder has to submit / upload all the above requisite documents on Govt. e-tendering Portal through e-tendering link by using the digital signature.

NOTE- If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant information with the bid, it will be open for the department to call for necessary information/clarification/documents from the bidder before proceeding further with the evaluation of the bid within a period of three days from the date of opening of packet "A" or from the date of intimation. However, no changes whatsoever will permit on opening of packet "B".

17. Important Points to be noted by the Tenderer.

- a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left for attestation by the competent authority of the Corporation.

- b) The financial bid shall be inclusive of all taxes, GST, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work/Service and any claim for extra payment on any such account shall not be entertained.
- c) No alterations or additions anywhere in the Tenderer Document are permitted. If any of these are found, the Tender may be summarily rejected.
- d) In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided.
- e) All pages and pasted slips should be signed by the Tenderer. Corrections, if any, must be signed.
- f) No page shall be added or removed from the set of Tender Document. The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender will be liable to be rejected. Conditional Tenders will be rejected.

Corrupt of Fraudulent Practices.

18.1 The Corporation requires that the Tenderer under this Tender observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows :

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official In the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition.

18.2 The Corporation will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Corporation will deem a firm ineligible, either indefinitely or for a started period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a Contract

19. Manner of Opening of Tender

The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible).

20. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.

21. **Preliminary Scrutiny.**

21.1 The Corporation will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. The Corporation will also determine the substantial responsiveness of the Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

21.2 A Tender determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Corporation may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

22. **Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of Tenders, the Corporation may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier/in person

23. **Opening of Financial Bids**

The Corporation shall notify the date of opening of the Financial Bids to all the Tenderers. On such notified date, the Envelope No. 2 of only the technically qualifying Tenderers will be opened and the rates in Scheduled 'B' or percentage above / below the estimate shall then be read out.

24. **Acceptance of Tender**

24.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Chief Fire Officer MBMC. The Corporation is not bound to accept the lowest or any Tender. The right to split up the Work/Service in two or more parts is reserved by the Corporation and also the right to award the Work/Service to more than one agency is reserved. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

25. **Intimation to Successful Tenderers**

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening authority or any authority in the Municipal Corporation.

26. **Security Deposit / Performance Security**

Successful Tenderer shall pay a Security Deposit 5% as indicated in the Schedule A of the Detailed Tender Notice as security for due fulfillment of the contract,

27. Execution of Contract Document.

- 27.1 The successful Tenderer after furnishing the Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The Agreement should be signed within 15 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.
- 27.2 It shall be incumbent on the successful Tenderer to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

29. Rights of the Corporation

- 29.1 The Corporation reserves the right to suitably increase/ reduce the scope of work put to this Tender. In case of a Rate Contract, the Corporation does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.
- 29.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Corporation shall be final and bindings on all Parties.

30. Notice to form Part of Contract

Tender Notice and these instructions shall form part of the Contract

1. PROJECT DETAILS

1.1 Introduction:

The Mira–Bhayandar Municipality was originally constituted on 12 June 1985 and, in 1990, expanded to include four additional village panchayats. Recognizing its rapid urban transformation, it was elevated to the Mira–Bhayandar Municipal Corporation on 28 February 2002. MBMC now administers a 79.4 km² area and caters to a population exceeding 800,000 residents.

In line with its statutory mandate, MBMC oversees core urban functions roads, sanitation, water supply, dispensaries, disease control, urban planning, and environmental protection. Its commitment to digital governance is evident through initiatives like e-office integration, online property tax systems, water-tanker booking portals, grievance channels, and a WhatsApp-based citizen chatbot.

MBMC has also spearheaded sustainability efforts, including the certification of the Vipassana Centre as an eco-friendly green building and piloting green retrofitting in housing complexes and schools under its Climate Action Plan aligned with its goal of achieving net-zero emissions by 2047.

On public health, its pioneering model for tuberculosis management focused on early diagnosis, treatment support, and community outreach is being adopted across the Mumbai Metropolitan Region. This complements its introduction of 11 Urban Health & Wellness Centres under the NUHM framework.

1.2 Objective:

The objective of the rescue craft within the jurisdiction of Mira-Bhayandar Municipal Corporation (MBMC) is to enhance the municipality's emergency response capabilities along coastal and inland water bodies. The craft will be used to conduct swift water rescues, assist during monsoon-related flooding, support disaster management operations, and ensure the safety of citizens in marine and waterfront zones. It will serve as a vital asset for lifesaving missions, evacuation efforts, and patrolling activities, in line with MBMC's commitment to public safety, environmental protection, and disaster preparedness.

1.3 Implementation:

This implementation plan outlines the steps for the supply, delivery, and commissioning of two (2 Nos.) rescue craft within the jurisdiction of Mira-Bhayandar Municipal Corporation (MBMC). The aim is to strengthen emergency response and disaster management efforts across the coastal and flood-prone areas of the municipality.

Procurement and supply of a fully equipped rescue craft as per technical specifications.

Delivery and transportation to the designated MBMC facility or operational site.

On-site installation, including deployment equipment, fuel connections, and anchorage (if applicable).

Integration with MBMC's emergency response protocols and communication systems.

Conducting operational checks and trials.

The implementation shall be completed within Six weeks from the date of work order issuance, subject to weather and logistical conditions.

Training for MBMC personnel on the operation, maintenance, and safety protocols of the rescue craft.

Handover of documentation. All work shall be carried out in accordance with applicable safety standards and maritime regulations under the supervision of designated MBMC officials.

2. SCOPE OF WORK

The selected vendor shall be responsible for the supply, installation, configuration, integration and testing of HDPE Remote Controlled Lifebuoy, Speed 15 Km/hr at designated locations across Mira Bhayandar Municipal Corporation (MBMC) jurisdiction. The detailed scope of work includes but is not limited to the following:

2.1 Supply and Installation of Rescue Craft :

The scope of work includes the supply, delivery, and installation of two (2) fully equipped rescue craft in accordance with applicable safety and marine regulations. The bidder shall ensure the craft is delivered complete with all standard accessories.

Installation includes all necessary mounting, commissioning, and functional testing at the designated site. Final acceptance will be based on successful trials and handover of documentation.

2.2. Delivery Period

The dates on which, the equipments will be required in Mira Bhainder are showing schedule of delivery. The contractor shall complete delivery of the equipment within the time offered in the Delivery Schedule.

2.3 Helpdesk Support:

The successful bidder shall provide helpdesk service for smooth execution and functioning of the project. The help desk service will serve as a single point of contact for all incidents, services and requests. The service will provide a Single Point of Contact (SPOC) and escalation closure of incidents for Fire Brigade Department, Mira Bhayandar. The Helpdesk services shall also be used for Application support across all the user base of the Department.

Bidder to provision a dedicated Helpdesk Support number (Toll Free Number) for staff to support the Help desk operations for better service.

The helpdesk service must have escalation matrix with details of positions and contact.

2.4 Responsibility Matrix

Activity / Task	MBMC	Vendor	Third-Party (if any)
Finalization of Craft Locations	R	A/C	-
Site Survey & Feasibility Analysis	C	A/R	-
Supply & Delivery of Craft Units	C	A/R	-
Power & Network Provisioning at Sites	A/R	C	-
Physical Installation & Mounting	C	A/R	-
System Software Installation & Configuration	C	A/R	-
Integration with MBMC Portals/Databases	A	R	C
Content Management System (CMS) Setup	C	A/R	-

Testing & Quality Assurance	A	A/R	C
Training of MBMC Staff	C	A/R	-
User Acceptance Testing (UAT)	A/R	C	-
Go-Live & Launch	A/R	C	-
Public Awareness Campaign (Post-Launch)	A/R	C	-
Annual Maintenance & Technical Support	C	A/R	-
Monitoring and Feedback Collection	A/R	C	-
Submission of Documentation & Reports	C	A/R	-

Responsibilities are shown using RACI Matrix which splits project tasks down to four participatory responsibility types that are then assigned to different Stakeholders in the project.

Legend:

- **R (Responsible):** Performs the task
- **A (Accountable):** Owns the task and ensures it is completed
- **C (Consulted):** Provides input based on expertise
- **I (Informed):** Needs to be kept informed

3. INSTRUCTION TO BIDDERS:

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

3.1 General Instruction:

All Tenderers are advised to read the contents of this Request for Proposal (RFP) document carefully, understand the scope of work, eligibility criteria, and other requirements before submitting their Proposals.

Eligibility Criteria:

Bidders must be registered legal entities in India with relevant experience in supplying and installing Rescue Craft. The bidder should not be blacklisted by any government department or agency.

Bid Submission:

Bids must be submitted in the prescribed format as outlined in the tender document. All bids must be sealed, signed, and submitted to the address specified in the tender notice before the deadline. Late submissions will not be accepted under any circumstances.

Documents to be Submitted:

- Company registration certificate
- PAN, GSTIN, and other statutory registrations
- Financial statements for the last financial year.
- Relevant work orders or completion certificates for similar projects
- Technical specifications compliance sheet
- After-sales service details

Technical & Financial Bids:

The tender must be submitted in two parts: Technical Bid and Financial Bid in separate sealed envelopes.

The Technical Bid will be opened first. Only bidders meeting technical criteria will be considered for financial evaluation.

Evaluation Process:

Bids will be evaluated based on technical compliance, vendor experience, delivery schedule, service commitment, and cost competitiveness. MBMC reserves the right to accept or reject any or all bids without assigning any reason.

Validity of Bid:

All bids must remain valid for a period of 90 days from the last date of submission.

Delivery & Installation:

The successful bidder must deliver and install the Rescue Craft within the timeframe mentioned in the work order. Delays without valid reasons may attract penalties as per contract terms.

Right to Terminate:

MBMC reserves the right to cancel the tender process or terminate the contract at any stage in case of non-compliance, misrepresentation, or breach of terms.

3.2 Tender Document Fees

The bidders are requested to pay Tender fees 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.

3.3. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) shall be submitted through the designated online payment gateway provided on the e-tender portal. Bidders are required to complete the EMD payment process before the bid submission deadline. No other mode of payment shall be accepted.
- ii. The EMD of all unsuccessful bidders would be refunded by Mira Bhaingar Municipal Corporation after finalization of the successful bidder.
- iii. The EMD amount is interest free and shall be refundable without any accrued interest on it.
- iv. No interest will be payable to the Bidder on the amount of the EMD.
- v. The EMD of unselected bidder will be returned as promptly as possible, but not later than 30 days after the award of the contract to the selected bidder.
- vi. The EMD may be forfeited:
- vii. If a bidder withdraws its bid during the period of bid validity.
- viii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
- ix. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

3.4 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
2	Designation
3	Email id

3.5 Completeness Of Response

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.

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.

3.6 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 Department 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 Department, 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.

3.7 Right to Termination

The Department may terminate the bid process at any time and without assigning any reason. The Department 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 Department. The bidder's participation in this process may result in the Department 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.

3.8 Authentication of Bids

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. The bid will then be uploaded on the e-tendering portal.

3.9 Interlineation of Bids

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

3.10 Late Bids

The bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be considered.

4. BID SUBMISSION INSTRUCTIONS

4.1 Proposal Response

No bidder / any member of the consortium shall submit more than one Bid. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

The documents including this RFP and all attached documents, provided by MBMC are and shall remain or become the property of MBMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid.

4.2 Online Bid Submission

The bidder shall submit the bid online through e-tendering Portal (<https://mahatenders.gov.in>). To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc., kindly visit the same e-Tendering website.

The bids submitted, shall comprise of the following 2 envelopes:

- Envelope A: Technical Bid (Refer Section 9 and Section 10 for documents to be submitted as per the format specified in this tender document)
- Envelope B: Commercial Bid

The Bid shall include the following documents:

Table: Documents required			
Sr. No.	Document Type	Document Format	Online Submission
Technical Bid: Envelope A			
1	Tender Fee	Online Payment	Yes
2	EMD	EMD paid receipt	Yes
3	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this tender document	Yes
Commercial Bid: Envelope B			
4	Commercial Bid	The Commercial Bid shall be prepared in accordance per the requirements	Yes

- a. 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.
- b. 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.

- c. 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 Commercial Bid etc. are uploaded on the portal well within time and the Department 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.
- d. 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
- e. The Department will not accept the submission of the bids and any other supporting documents, 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. Under no circumstances, any physical documents will be accepted after submission of bid.
- f. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the Department reserves the right to reject the Bid.
- g. 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.

4.3 Modification and Withdrawal of Bids

- a. Re-submission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- b. Re-submission of bid shall require uploading of all documents including price bid afresh.
- 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.
- f.

4.4 Pre-Qualification Criteria

Eligibility Criteria for Qualification:	
1.	The Bidder or OEM should be a reputed established Brand.
2.	The Bidder/OEM must be a registered entity in India and must have been operational for at least the last one year as of the bid submission deadline. A certificate confirming this shall be submitted by the Bidder/OEM.
Make in India Policy:	
3.	Product submitted in the bid must comply with the Make in India policy. The local content in the offered material should be at least 50% to be eligible under the Make in India policy.

4.	The Bidders registered as a legal entity in India and having Valid Registration Certificate / Certificate of Incorporation/Trade license /Shop act under 1950 act will be eligible to participate in the bidding process. Firm Registration Certificate in case the partnership firm submit valid partnership deed.
5.	The bidder must attach the MSME/Udyam Registration Certificate, PAN Card details, and GST Certificate.
6.	Product Certification Requirements: ISO 9001:2015.
7.	The Bidder/OEM should have experience in supplying similar products or any other to any State Government department within the last one year and must attach a copy of the relevant work order at the time of bid submission.
8.	A mandatory OEM authorization certificate, signed and stamped, must be submitted along with the bid.
9.	<p>No Deviation Certificate: As per General Financial Rules (GFR), the bidder shall not deviate from the terms and conditions of the bid, except as provided in the bid document or agreed upon by the Purchaser. Bidder should submit the undertaking of No deviation for the Technical Specifications asked in bid.</p> <p>Terms:</p> <ol style="list-style-type: none"> 1. The bidder shall perform the contract as per the scope, specifications and terms. 2. No changes, modifications, or deviations shall be made without written approval. 3. Any unauthorized deviations shall be liable for rejection or termination. <p>Consequences of Deviation:</p> <ol style="list-style-type: none"> 1. Rejection of supply/services. 2. Termination of contract. 3. Forfeiture of Security Bank Guarantee (SBG) and Earnest Money Deposit (EMD). 4. Blacklisting. <p>Bidder's Undertaking: By submitting this bid, the bidder undertakes to comply with the terms and conditions in Annexure-A, and not to deviate from the bid, except as provided.</p> <p>Note: This clause shall be binding on the successful bidder and form part of the contract.</p>
10.	The bidder or its OEM must not be blacklisted by any department of the Government of India. The bidder must disclose any instance of blacklisting by Central or State Public Sector Undertakings (PSUs), Government Undertakings, or Autonomous Organizations. A declaration confirming non-blacklisting by any client or government authority must be submitted, along with an undertaking to this effect on a non-judicial stamp paper of ₹500.
11.	There must be a dedicated service center located in Maharashtra to support after-sales service requirements. Valid documentary evidence supporting this must be attached. The Bidder or its OEM shall provide an undertaking to this effect on a non-judicial stamp paper of Rs. 500
12.	The Bidder/OEM is required to submit an escalation matrix along with the bid documents.
13.	The Bidder/OEM must provide 24/7 service support through a dedicated toll-free number for customer complaints and attach supporting documents during the bid submission.
14.	The data sheet of the product(s) offered in the bid must be uploaded along with the bid documents.

15.	The Bidder must submit the technical compliance statement along with the bid documents.
16.	Bidder/OEM must have a presence in Maharashtra to provide after-sales support. Supporting documents, such as the GST certificate or other proof of presence, should be uploaded with the bid.
17.	Bidder's offer will be rejected if any required certificates or documents, including those in the bid document, ATC, and any corrigendum, are not uploaded.
18.	The authority (Buyer) reserves the right to cancel the bid at any time without providing specific reasons.
19.	All required documents must be submitted by the bidder at the time of participation. No representations or clarifications will be accepted. Document proof or a declaration must be submitted.
20.	Upload all annexures 'A' to 'E' as specified in the bid ATC, duly signed by the authorized person (Bidder).
21.	The bidder must mandatorily submit the EMD as specified in the bid document.
22.	The bidder shall quote for the product as per the requirements of the tender documents, All the prices will be in Indian Rupees only.

4.5 Technical Qualification Parameters

Mandatory Compliance & Certification Requirements

A.1 System-Level Certification Requirements

1. Salt Spray Resistance

- The offered product **must comply** with **IEC 60571:2012** standard for salt spray testing.

2. Warranty Coverage

- A **carry-in warranty** of **12 months** must be provided from the date of supply.

3. Local Content

- A minimum of **70% local content** must be compliant with "Make in India" policy.
- The OEM should be having Vendor Assessment for manufacturing of the remote-control life Buoy to be available

A.2 Hull-Oriented (Platform-Specific) Certification Requirements

1. Hull Hydrodynamic Evaluation

- **DRDO Test report** is mandatory

2. Range Verification

- The product must have its range performance certified by the **Indian Registrar of Shipping (IRS)**.

3. CE Marking

- Conformance with **96/98 EC Marine Equipment Directive**, with valid CE certification.

A.3 Supplier Eligibility & Manufacturing Criteria

1. Indian Manufacturing Facility

- The supplier must possess a **fully operative manufacturing facility in India**.
- The **Buyer reserves the right to inspect** the facility upon notice.
- Applicability to “Make in India”: The bidder must be a valid Class 1 or Class 2 Local Supplier

A.4 Document Submission and Compliance Verification

- Bidders **must submit documentary evidence** in support of all requirements stated in Clauses X.1, X.2, and X.3, including but not limited to:
 - Test reports, certifications, and approvals by respective authorities (e.g., DRDO, IRS)
 - Declarations or affidavits to substantiate local content levels and Make-in-India compliance
 - Copies of CE certificates, warranty documents, and EMI/EMC reports
 - Proof of registration under relevant Government of India initiatives
- **Non-compliance with any mandatory clause** shall result in **rejection of the bid as non-responsive**.

A.5 Inspection, Testing & Post-Tender Evaluation

1. Inspection Rights

- The Buyer **reserves the right to inspect** the equipment, factory premises, and manufacturing processes, at any stage, for conformity to specified requirements.

2. Performance & Type Testing

- The Buyer may require independent validation of salt spray tests, EMI/EMC compliance, hydrodynamic performance, and range verification through third-party accredited laboratories.

3. Post-Qualification Evaluation

- Bidders will undergo post-qualification assessment evaluating:
 - Technical compliance with certification standards
 - Local content validation
 - Manufacturing capabilities in India
 - Scheme registrations and overall eligibility

- Only bidders satisfying all criteria shall be considered for contract award.

Section	Requirement Type	Key Criteria
A.1: System-Level	Certification & Warranty	IEC 60571, IEC 61000-4-2, CE (96/98 EC), 12-month warranty, >70% local content
A.2: Hull Certification	Performance Verification	DRDO type approval, IRS range certification, CE (96/98 EC), IEC 61000-4-2
A.3: Supplier Criteria	Manufacturing	Provide manufacturing details
A.4: Documentation	Bid Submission Requirements	Must include all certificates, test reports, declarations, registration proofs
A.5: Evaluation & Inspection	Conformity Assessment	On-site inspection & post-qualification; non-compliance leads to rejection

Specification	
Dimensions (approx.)	NMT – 1200 x 1000 x 750mm - with SR block NMT 1200 x 1000 x 315 - without the SR block
Material of Construction	HDPE with UV Stabilizer
Visual Block and Self- Righting feature	Visual block for easy long-distance identification coupled as Self-Righting aid with Retro Reflective type Enables identification up to 1Km LOS, with proper magnification aid Dimensions ~555x800x455
Visual Block and Self- Righting feature	Auto Return to equilibrium position Catamaran hull, capable of operating as Trimaran hull based on load/sea conditions
Floatation	3 Adults (Approx 250 kg)
Pulling Capacity & Pay Load Enhancement	1 Adult (Approx 85kg)
Total Weight	22 Kg
Speed	
Maximum Speed	Max 24 km/hr.
Economical Speed	7 km/hr.
Endurance	Maximum 60 mins @ Economical speed

Battery & Radio	
Technology Lithium-Ion	Lithium Ion
Charging Time	1.5 hr. (from 20% to 80%)
Communication Range	Max 1000 mtr in LOS
Power Supply	
Charger Power	Max 550 Watts
Input	90-250 VAC
Special Instructions	To be stored and used under shade protect from water splashes
Certifications	
Hull Hydrodynamic Performance Evaluation	Approval By DRDO Laboratory - Naval Science & Technology Laboratory – Visakhapatnam
Range Verification Test	Range test Certified by Indian Registrar of Shipping (IRS)
CE	96/98 EC Marine Equipment's Directives
EMI/EMC Test	IEC 61000-4-2

4.6 Validity of Bid

The bid shall be valid for a period of 90 days 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 Department 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.

4.7 Eligible Goods & Services and OEM Criteria

- a. For purposes of this Clause, the term “goods” includes raw material and “related services” includes services such as Transportation, Supply, Installation, Integration, Testing, Commissioning and training of Fire Personals.
- b. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- c. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- d. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date. The bidder should ensure submission of OEM declarations in line with this clause.

4.8 Corrections / Error in Commercial Bid

- a. 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.
- b. The quoted price shall be corrected for arithmetical errors by Department.
- c. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
- d. The amount stated in the Commercial bid, adjusted in accordance with the above procedure and as stated in this tender document, shall be considered as binding on the bidder for evaluation.

4.9 Price and Information

- a. The bidder shall quote for establishing as per the requirements of the tender documents.
- b. All the prices will be in Indian Rupees.
- c. The bidder should pay all taxes, duties, charges and levies as applicable and Freight within the state of Maharashtra.
- d. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the bid and the contract. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive.
- e. All costs incurred due to a delay of any sort, which is attributable to the bidder, shall be borne by the bidder.
- f. The price quoted by the bidders shall be valid for a period of one (1) year of the contract, which is restricted to the current scope defined in this project.

4.10 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.

4.11 Conditions Under Which Tender is Issued

- a. This tender document is not an offer and is issued with no commitment. The Department reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The Department reserves the right to disqualify any bidder, should it be so necessary at any stage.
- b. The timing and sequence of events resulting from this tender document shall ultimately be determined by the Department.
- c. No verbal conversations or agreements with any official, agent, or employee of the Department 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 Department shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the Department to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than the Department.

- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the Department 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).
- e. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of the Department 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 Department.

4.12 Right to the Content of Bids

All bids and accompanying documentation of the technical bids will become the property of the Department and will not be returned after opening of the technical bids. The Department 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 Department 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.

4.13 Non-Conforming Bid

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

- a. It does not comply with the requirements of this tender document.
- b. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the Department.

4.14 Disqualification

The bid is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this tender document:

- 1. Bid not fulfilling Pre-Qualification Criteria
- 2. Bid not submitted in accordance with the requirement of this RFP document
- 3. Bid not submitted along with requisite cost of RFP document as prescribed in RFP document
- 4. Bid not submitted along with requisite EMD declaration as prescribed in RFP document
- 5. Bid is received in incomplete form or is illegible in whole or part
- 6. Bid is not submitted online and within due date and time
- 7. Bid is not accompanied by all requisite documents
- 8. Bid packaging not in conformance as prescribed in this RFP document. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise
- 9. Bids that appear to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the Project or documents are illegible to a naked eye
- 10. Financial bid submitted with an adjustable price quotation or with bidders own conditions
- 11. Financial bid is not as per requirement and format prescribed in the RFP document.

12. Any deviations in the final deliverables between technical and financial bid shall make the proposal as being unresponsive
13. Any supporting documents missing to comply the requirements of OEM eligibility criteria

4.15 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.

5. BID OPENING AND EVALUATION PROCESS

5.1. Bid Opening

On the date and time specified in the tender notice the 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.

5.2. Opening & Evaluation Procedure of Technical Bid (Envelope – A):

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

1. Envelope No. A (Technical bid) of the tenderer will be opened in the presence of tender opening authority.
2. Bidders' technical proposals will be assessed according to the requirements, evaluation criteria, and technical specifications outlined in the RFP. All supporting documentation must be submitted in the formats specified within this tender document to demonstrate compliance with each criterion.
3. In any case, in the event of any deviation from the factual information provided by the bidder in technical bid, the Department can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.
4. At any time during the bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional experts in the evaluation process.
5. 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.
6. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

5.3 Opening and Evaluation Procedure of Commercial Bid (Envelope – B)

This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening Envelope No. A (Technical bid).

5.4 Final Evaluation Criteria- Quality & Cost Based Selection

Two-Stage Evaluation Process:

Technical proposals are evaluated first and must meet a minimum qualifying score (typically 70–80%) as specified in the RFP.

Only proposals achieving the threshold will have their financial bids opened.

Scoring Methodology

Technical Score (Ts): Each qualifying proposal is scored (out of 100) based on criteria such as experience, methodology, and team composition.

Financial Score (Fs): The lowest-priced bid receives 100 points, while other bids are scored proportionally:

Weighting and Combined Score:

Apply the pre-defined weights (commonly 70% technical / 30% cost, though could range from 80:20 to 60:40 depending on project complexity)

Ranking and Award:

Bidders are ranked by highest combined score.

The top-ranked bidder (H-1) is invited for contract the award.

In case of a tie, preference is given to the bidder with the higher technical score, followed by selected sub-criteria if needed (e.g., methodology)

5.5 Award Criteria

- a. Upon completion of the evaluation process described above, the Department will award the contract to the responsive bidder offering the lowest evaluated price.
- b. The Department / Bid Evaluation Committee or its representative(s) have the right to inspect the already established projects of tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at the point of time during the continuance of the tender and also has the right to reject the tender or terminate / cancel the purchase orders issued and / or not to place further order, based on adverse reports brought out during such inspections.
- c. The acceptance of the tenders will be communicated to the successful tenderer in writing.
- d. The price quoted by the bidders shall be valid for a period of One (1) year of the contract.
- e. The Department reserves the right to accept or reject any bid without assigning any reason.

5.6 Right to Accept any Bid or Reject any or All Bids

The Department 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 Department's action.

5.7 Notification of Award

- a. Before expiry of the bid validity period, the Department will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for Establishing of digital environment have been accepted by the Tender Inviting Authority also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- b. The notification of Award shall constitute the formation of the Contract.

5.8 Contract Period

The contract period shall be the period of one (1) years plus 0 months from the date of signing of contract.

5.9 Signing of Contract

The contract will be signed in accordance with the terms outlined in the tender document following the selection of the successful bidder. The Department will issue a formal Letter of Award (LoA) or Award of Contract (AOC) to the selected bidder, who must confirm acceptance via email and return the signed contract within the stipulated timeline.

5.10 Failure to agree with the 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 Department may call for new bids and at the same time.

6. GENERAL CONDITIONS OF THE CONTRACT

6.1 Liquidated Damages

If the successful bidder fails to implement the project or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price. However, relaxation will be entertained only in special circumstances. For instance, natural calamities, war or any other situation beyond human control and considered to be forced majeure.

6.2 Governing Law

This Contract shall be governed and construed in accordance with laws of India, rules, amendments and others and thereon from time to time.

6.3 Settlement of Disputes

The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written 'Notice of Dispute' to the other party. The Party receiving the Notice of Dispute" will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, arbitration proceeding shall be initiated.

2. Arbitration:

- a. In the case of dispute arising, upon or in relation to, or in connection with the contract between the Department and the successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.
- b. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- c. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Department and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.4 Taxes & Duties

The successful bidder shall be responsible for all taxes, charges, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, other fees etc.

6.5 Confidential Information

The Department and the successful bidder shall keep confidentiality of the agreement and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The Department shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from the Department for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

6.6 Changes in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and / or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

6.7 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.8 Extension of Time

If at any time during performance of the Contract, the successful bidder encounters conditions impeding timely delivery of the product, the successful bidder shall promptly notify the Department in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, the Department shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Any delay by the successful bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids by the Department, unless an extension of time is agreed mutually.

6.9 Termination

The Department may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified below:

- a. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Department may have subsequently approved in writing.
- b. If the successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- c. If the successful bidder, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If the successful bidder submits to the Department, a false statement which has a material effect on the rights, obligations or interests of the Department.
- e. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the successful bidder fails to provide the quality services as envisaged under this Contract, the Department may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Department may decide to give one chance to the successful bidder to improve the quality of the services.
- g. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- h. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 90 days.
- i. In any event, the Department is entitled to terminate if and only if the breach is not remedied within a stipulated time period.
- j. In the event, the Department terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to the Department for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

6.10 Assignment

The successful bidder shall not assign, in whole or in part, their obligations under this Contract, to any other party / manufacturer except with prior written consent of the Department.

7 TECHNICAL COMPLIANCE SHEET (ENVELOPE A)

1. HDPE Remote Controlled Lifebuoy, Speed 15 Km/hr : 2 Units

Features	Specification	Compliance YES/NO	Cross Reference
Outer Material	HDPE with UV Stabilizer		
Maximum Speed	24 Km/hr		
Charging	Direct or Induction Charging		
SR block	Uses for long range identification upto 1km LOS and for equilibrium positioning		
Range of Equipment	Upto 2 kms		
Floatability	250 kilograms		
Deployability	Readily deployable from air, water and land		
Night Operations	Dual Colour LEDs for convenient night operations		
Propeller	2 (rust proof)		
Charging	Direct charger		
Autonomy	60 minutes		
Impulse	3KW Maximum 2 x 120 n		
Waterproof	IP68		
Connectivity	Bluetooth 4.2		
Waterproof Remote control	IP68		
Remote control	Digital Display and indication of battery % and Temperature of the battery		
Radio communication of the remote Control	2.4 GHz, 800-930 MHz		
Night Operations	Dual Colour LEDs for convenient night operations (red and green)		
Battery	550 W lithium ions		
Life of battery	Minimum 500 cycles		
Weight	22 kilograms		

9 ANNEXURES

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE BID

(Confirm the enclosure of all the below listed applicable documents without which bidder may not be eligible to participate in the bid.)

Sr. No.	Items	Confirm (Yes/Not Applicable)
1)	Annexure -A	
2)	Annexure -B	
3)	Annexure -C	
4)	Annexure -D	
5)	Annexure -E	

Name: Signature

of Authorized

Person Date:

Place: Company's Seal:

9.1 **Annexure-A**

(Undertaking Regarding Restrictions on Procurement from Bidders from Countries Sharing Land Border with India on Bidder letterhead)

To,

.....
.....

Subject: Declaration in Compliance with Restrictions on Procurement from Bidders of Countries Sharing Land Border with India

Dear Sir/Madam,

We, M/s [Bidder's Name], having our registered office at [Address], have read and understood the clause regarding restrictions on procurement from bidders of countries that share a land border with India, as per Government of India guidelines.

We hereby certify that:

1. The bidder is not from such a country,

OR

2. The bidder is from such a country but has been registered with the Competent Authority as prescribed in the said guidelines (copy of the valid Registration Certificate is enclosed herewith).

We further certify that the bidder fully complies with all requirements in this regard and is eligible to participate in the procurement process as per the applicable rules and guidelines.

This declaration is made in accordance with the relevant tender conditions and is true to the best of our knowledge and belief.

Thanking you,

Yours sincerely,

.....
.....

Date:

Place:

9.2 Annexure-B

1. Name of the firm	
2. Registered/Postal Address	
3. Permanent account No. (PAN)	
4. GST registration No	
5. Bank details	
a) Bank name	
b) Address of bank	
c) Account No.	
d) Type of Account (Current/Savings)	
e) MICR No.	
f) RTGS/NEFT Code	

DETAILS OF FIRM

Date:

Name of the Authorized Signatory Place:

Stamp & Signature

9.3 ANNEXURE-C
Acceptance of Terms and Conditions
(To be given on Company letter head)

To,

.....

Sub: Acceptance of Technical Terms and Conditions of Bid No:

Dear Sir,

I/We have downloaded/obtained the bid document(s) for the abovementioned Tender/Bid: As per your requirement: I/We hereby certify that I/we have read the entire technical terms and conditions of the bid documents from Page No.....to.....(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.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance of Bid.

I/We hereby unconditionally accept the bid technical terms & conditions of above-mentioned bid document(s)/corrigendum(s) in its totality/entirety.

I/we certify that all information furnished by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your 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 absolutely.

Yours faithfully,

(Signature of the Bidder with official seal)

9.4 Annexure-D
Non-Disclosure of Contract Documents
(To be given in Company letterhead)

To,

.....
.....

Subject:- DECLARATION OF NON-DISCLOSURE OF CONTRACT DOCUMENTS

I, [Seller's Name], hereby declare and affirm as follows:

I, as the SELLER, acknowledge and agree that all documents, specifications, plans, designs, patterns, samples, or any other related information associated with the bid and contract (hereinafter referred to as the "Contract Documents") are confidential and proprietary to the BUYER.

Except with the prior written consent of the BUYER, I shall not, directly or indirectly, disclose, distribute, or provide access to the Contract Documents, in whole or in part, to any third party without the explicit written permission of the BUYER.

I shall take all reasonable measures to ensure that the Contract Documents are protected from unauthorized access, use, or disclosure. I will ensure that any individual, representative, or agent acting on my behalf abides by the same confidentiality obligations.

I shall not use the Contract Documents for any purpose other than for the performance of the contract and bidding process, and I agree that any unauthorized use or disclosure will constitute a breach of this declaration.

Upon the completion of the bidding process or termination of any agreement, I agree to return or destroy all copies of the Contract Documents, as requested by the BUYER.

I understand that any breach of this declaration may result in legal action and potential liability for damages caused by the unauthorized disclosure or use of the Contract Documents.

Signed by:

[Seller's Name]

[Date]

[Seller's Company Name & Signature]

9.5 ANNEXTURE-E
POWER OF ATTORNEY On Rs. 500 Stamp paper

Subject: Power of attorney for authorization of a representative for signing of the bid
We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Bidder of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Department") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Department, representing us in all matters before the Department, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For..... (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised

(Signature, name, designation and address of the Attorney) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

MIRA BHAYANDER MUNICIPAL CORPORATION

Name of work: SUPPLY OF ROBOTIC WATER RESCUE CRAFT / WATER CRAFT
FOR MBMC FIRE BRIGADE DEPARTMENT.

SCHEDULE "B" (ENVELOPE-2)

Item No.	Description of Work	Quantity & Unit	To be quoted by Tenderer	
			Unit Rate in Rs.	Amount in Rs.
1.	2.	3	4	5
1.	SUPPLY OF ROBOTIC WATER RESCUE CRAFT / WATER CRAFT	02 Nos.		
TOTAL		02 NOs.		
GST				
GRAND TOTAL				

Quoted Total Amount Rs. -

(In Words -----)

SIGNATURE OF TENDERER

Annexure – 1

DETAILS OF TENDERERS

1	Name of Tenderer				
2	Address				
3	Telephone				
4	Fax				
5	E – mail				
6	Details of Proprietor				
	Name	Address			
7	Financial Performance		Turnover	Profit	Copy of Audited Financial Statements Attached (Yes/No.)
			(In Lacs)	(In Lacs)	
	Previous Financial Year (Y-1) – 2021-22				
	2 Previous Financial Year (Y-2)- 2022-23				
	3 Previous Financial Year(Y-3) –2023- 24				
8	Registration Details				
9	Certification Details				
10	Details of Black List & Litigation (If Any)				
11	Remarks				

Annexure – 2

Manufacturer's Authorization Form (MAF)

No. Dated

TO,
MUNICIPAL COMMISSIONER,
MIRA BHAYANDER MUNICIPAL CORPORATION.,
MIRA BHAYANDER

Dear Sir,

Tender Reference No. _____ We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s. _____ (Name and address of Agent / Dealer) to offer their negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the contract to the satisfaction of the Municipal Corporation, we undertake to unilaterally fulfill the contractual obligations of the said Dealer / Agent either directly or through another Dealer / Agent.

Yours faithfully, (Name)
for and on behalf of M/s. _____ (Name of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

ANNEXURE-3

Tentative delivery period

Sr. No	Description	Longest permissible Delivery period for supply of equipment	Bidder's delivery period (if Less than 60 days)
1	SUPPLY OF ROBOTIC WATER RESCUE CRAFT / WATER CRAFT	60 days from the date of issue of Confirmed work order	

Tenderer's signature with stamp /seal