

BRIHANMUMBAI MUNICIPAL CORPORATION

DRAFT e-QUOTATION

Ref: Quotation No. 7200062205
QUOTATION DUE ON :-07.10.2023
Time: - Upto :- 11.00 AM

Executive Engineer,
Mechanical (Refrigeration),
Municipal Workshop, Bldg, No.3,
103 R. S. Nimkar Marg, Byculla, 1st Floor,
Mumbai – 400008.
Tel .No's - 23083051/52/53/54.

(1) e-quotations are invited for the The work of providing of new Refrigerators 4 nos. for various HBT Clinics at M/E Ward. as per attached terms and conditions specifications and Schedule of quantities.

(2) The e-Quotation shall be uploaded on line only. Due On 07.10.2023 and not later than 11.00 A.M. The quotations will be opened on 09.10.2023 after 03.00 P.M.

(3) The quotationer shall pay the Earnest Money Deposit of Rs. 2200/-, online only.

(4) The rates quoted shall be firm and no variation will be allowed subsequently on any account.

(5) **TAXES:**

As per Circular u/no. CA/FINANCE/PROJECT/28 DT-28.03.23, the quotationer shall quote the rate inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

(6) All the rates shall be inclusive of Levies, Duties, Cess, and Custom etc but exclusive of GST.

(7) **Delivery:**

The quotation shall include free delivery at site.

(8) **Completion Period:**

The period for the completion of the work shall not exceed **One month** from receipt of the work order or finalization of layout at site or clear access to the site, whichever is later.

(9) **Validity of the Quotation:**

The Quotation shall remain firm and valid at least for 180 days from the date of its opening.

(10) **Terms of Payment:**

As per Municipal procedure the running payment of work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of any article the payments will be made within 30 days from the receipt of the bill subject to satisfactory test of the article including its installation, if any.

(11) The Municipal Commissioner does not bind himself to accept the lowest or any Quotation. In case of any dispute, Municipal Commissioner's decision shall be final and binding on the Quotationers. The Municipal Commissioner also reserves the right to split the quantity between two or more Quotationers.

(12) **Guarantee :**

(a) The successful Quotationer shall have to furnish a free maintenance guarantee (on the Municipal prescribed Form affixed with a Special Adhesive Stamp/Franking of Rs. 200/- Thereon) for 12 calendar months from the date of supply / commissioning or completion of the Work for any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the Contractors, they will rectify the same free of cost.

(b) If the cost of work is more than Rs. 50,000/-, then, the successful quotationer shall enter into a written contract in the Municipal prescribed form for the supply/work to be carried out. Legal & stationary charges upto Rs.3 Lakhs is 550/- As per circular 260006-22.07.2022.

(13) The Quotationer shall not withdraw his offer within the valid period. If he does so, the Earnest Money Deposit paid will be absolutely forfeited to the Corporation.

(14) **Penalty :**

I) For failure to comply with the order placed for work / supply of the articles within the stipulated period (exceeding 6 months and not exceeding 2 years) a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 7½ % of the contract sum.

II) For failure to comply with the order placed for work / supply of the articles within the stipulated period (not exceeding 6 months) a penalty equivalent to 1 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10% of the contract sum.

II) Penalty for Defects and Lapses observed:

A-1 (for Work quotation) :: All such work as is not in accordance with the direction of Engineer or other officer aforesaid or is composed of materials disapproved by him or the workmanship whereof is disapproved by him shall be taken down and removed by the contractors at his / their own risk and expense within twenty four hours after receipt by him / them of a notice to that effect signed by the Engineer or other officer aforesaid shall be at liberty at the risk and expense of the contractors to take down and remove the same and to cause such work to be executed by any person or persons at such rates and prices as the Engineer may think proper and cost and expense thereby incurred including 15 percent supervision charges on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty the Engineer shall be competent to impose against the imposition of which or the amount thereof by Engineer an appeal shall be only to the commissioner within seven days at the order in that behalf of the Engineer and the decision of the commissioner on which shall be final and binding upon the contractors may be deducted from any money due or to become due to the contractors under this or any other contract between the contractors and the said corporation.

A contractor will be levied for defects and lapses observed at first instance of Rs. 5000/- Second Rs. 10,000/- and so on.

After lapses and defects are notified to the contractors and if same are not attended by the contractors in time, a note will be taken in Ephemeral Register. The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

A-2 (for Supply quotation) :: In case the contractors at any time during the continuance of these present supply of the material mentioned in schedule is rejected because of inferior quality , the commissioner reserves right to levy penalty for such inferior supply from contractor, not exceeding 20%

of the cost of the supplied material. The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

(15) The Quotationer shall give the undertaking in the subjoined form.

(16) The Quotation shall invariably Upload this Quotation Notice Form together with the Specifications, necessary undertakings, Rate online only. Any irregularity in this respect may render the quotation liable for rejection.

(17) To upload photo copy of GST registration, Valid PWD Electrical License, valid MCGM Registration certificate/ undertaking, relevant Past Performance Certificates, and any other document asked for shall be uploaded in e- Quotation.

(18) The quotationer should upload in e- Quotation attested copies of the PAN Documents and photographs of the individuals owners, Karta of the Hindu undivided family, partners of the Partnership Firms & Directors in case of Private Limited /Public Limited companies of the authorized representatives of the Registered Co-operative Societies / Semi-Government undertaking as the case may be the documents can be attested by the Gazzeted Officer or Assistant Engineer / Administrative Officers of M.C.G.M. or Notarized by the Notary, appointed by the Government of Maharashtra.

(19) **Bank Guarantee.**

The successful contractors shall pay contract deposit /security deposit amounting to 2 % of contract value within 30 days. The 2% contract value submitted by the contractors as security in cash, or the equivalent Bank Guarantee and or performance guarantee shall be returned / refunded within three months after the issue of final certificate which shall be issued after the period of 12 months of free maintenance is over with satisfactorily performance, or 18 months from the date of erection, whichever is earlier, in case of equipment is not commissioned.

(20) **The Additional Security Deposit (ASD):**

In case of percentage quotation, over and above the earnest money, quotationer quoting the rebate more than 12% on office estimate shall have to pay additional security deposit online depending upon the amount calculated as per formula given below. Formula:

$$ASD = 1 (X/100) \times \text{Office estimated cost}$$

Where 'X' = percentage rebate quoted on office estimate by the quotationer minus 12%

For example = If the quotationer desires to quote percentage rebate 25 (twenty five) % then the ASD shall be worked out as under:- $1 \times (25-12)/100 \times \text{office estimated cost}$.

The Additional Security Deposit of the successful quotationer shall be refunded only after successful completion of work in all respect or on completion of the contract period, whichever is later. The Additional Security Deposit will not carry any interest.

(21) **Declaration Cum-Indemnity Bond:**

All the quotationers shall upload a declaration-cum-Indemnity Bond on Rs. 500/- stamp paper in the prescribed format as attached in the tender document.

(22) **Irrevocable Undertaking:**

All the quotationers shall upload notarized an irrevocable undertaking on Rs. 500/- stamp paper in the prescribed format as attached in the tender document.

(23) **Certificate of registration under E.P.F. & M.P. ACT and E.S.I.C. ACT.**

(a) It is necessary to upload the certificate of registration under E.P.F. & M.P. 1952 for the quotationers on whose establishment total labours /persons are 20 or more. If there are less than 20

labours/ persons on the establishment of quotationer then quotationer shall Upload an undertaking in writing to that effect on stamp paper of Rs.200/- .

(b) It is also necessary to Upload the certificate of registration under ESIC Act 1948 for the quotationer on whose establishment the total persons are 10 or more (where the production process is taking place with the help of energy in any part of the establishment) OR on whose establishment the total persons are 20 or more (where the process is taking place without the help of energy in any part of the establishment). However if there are 10 labours/ persons on the establishment of quotationer (where the production process is taking place with the help of energy in any part of the establishment) OR if there are less than 20 labours / persons on the establishment of quotationer (where the process is taking place without the help of energy in any part of the establishment), then an undertaking in writing to that effect shall be Upload by the quotationer on Stamp Paper of Rs.200/-.

(24) If the quotationer(s) withdraw quotation offer during the tender validity period, his entire E.M.D shall be forfeited.

(25) If it is found that the quotationer has not submitted required documents in Packet "A & B" then, the shortfalls will be communicated to the quotationer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

(26) If the shortfalls are not complied by a contractor, such non-submission of documents will be considered as 'Intentional Avoidance' and shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken with due approval of the concerned DMC/ AMC.

(27) Jurisdiction.

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

Sd/-
Executive Engineer, Mech. (Refrigeration)
Municipal Workshop.

BRIHANMUMBAI MUNICIPAL CORPORATION

Sub: - The work of providing of new Refrigerators 4 nos. for various HBT Clinics at M/E Ward.

TECHNICAL SPECIFICATION & SCOPE OF WORK

T.S. 1) The contractor shall carry out the said work fully as per specification mentioned in USOR- M&E-2023 if required the copy of the schedule can be down loaded for MCGM Web site.

Sub:- The work of providing of new Refrigerators 4 nos. for various HBT Clinics at M/E Ward.						
<u>ESTIMATE</u>						
Sr No	SOR No.	Description	Unit	QT Y	Rate	Amount
1	R3-ME-9-17-c	Supply & installation of Refrigerator of capacity 290-310 Lit of reputed make with minimum 2 & above Star rating	NOS	4	45043.00	1,80,172.00
TOTAL						1,80,172.00

GENERAL TERMS & CONDITIONS:-

- 1 The damages if any caused to the Municipal properties shall be recovered from the successful contractors at their risk & cost.
- 2 The works shall be carried out in normal working hours from 9 a.m. to 5 p.m. and during the shutdown period made available by Ward authority.
- 3 The M.C.G.M. will not be responsible for any accident/ hazard caused to the person of the contractors while carrying out works.
- 4 If required the successful contractors shall arrange for the scaffolding/ ladder/ transportation for carrying out works with no extra charges.
- 5 The electric power & water supply required for carrying out works shall be made available by M.C.G.M. However, the contractor shall arrange to tap the same from the service available at site pointed out by the Site Engineer.
- 6 The successful contractor shall close all the openings made in the wall & also closed the open windows to avoid air filtration.
- 7 All the material to be used shall be new and from the fresh stock.

- 8 No escalation or price variation shall be admissible to the successful Quotationer during the contract period.
- 9 Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the scope/quantum of the work or if no work is awarded at all.
- 10 Municipal Commissioner reserves the right to reject any Quotationer or all Quotationers without assigning any reason there for.
- 11 **Modified GST Clause:-** As per Circular u/no. CA/FINANCE/PROJECT/28 DT-28.03.23, the quotationer shall quote the rate inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.
Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

Sd/-
E.E.MECH.(REF)

Annexure- A

DECLARATION CUM INDEMNITY BOND

(On Rs. 500/- Stamp Paper)

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

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

Annexure B
Irrevocable Undertaking
(On Rs. 500/- Stamp Paper)

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

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/ my partners/ company/ other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me

Bid no-

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....
.....

This agreement made this day of Two thousand Between

.....
.....

inhabitants of Mumbai, carrying on business at.....

.....in

Bombay under the style and name of Messrs

..... (Hereinafter called “the contractor

of the one part and Shri

..... the Director(E.S.&P.) (hereinafter called “the commissioner” in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Municipal Corporation of Greater Mumbai (hereinafter called “the Corporation”) of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:
 - f) The Specification:
 - g) Detailed Engineering Drawings

h) Standard General Conditions of Contracts (GCC)

i) All correspondence documents between bidder and MCGM

- 3) In consideration of the payments to be made by the Commissioner to the contractor as herein after mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

.....
.....

In the presence of

Trading under the name and style of

.....
.....

Full Name & Address

Contractors

Signed by the Director (ES&P) in the presence of Ex City/ WS/ ES

.....
.....

Director (ES&P)

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

- 1. 1.
- 2. 2.

And in the presence of the Municipal Secretary

Municipal Secretary

Date –

UNDERTAKING FOR MCGM REGISTRATION

I Mr. ----- proprietor of M/s. ----- hereby declared that I will apply for class registration in MCGM Electrical/ Mechanical category class as per new rule. The same shall be submitting within 3 months. If I fail to do the same I am agree to accept the action as per terms & conditions of said tender.

Bid no- 710-----

Signature, Seal & Address of the Tenderer