

BRIHANMUMBAI MUNICIPAL CORPORATION

e- QUOTATION

Ref: Quotation No. (Bid no.): 2024_MCGM_1114102_1

e-QUOTATION DUE ON :-17.10.2024
Time: - Upto :- 16.00PM

Executive Engineer,
Mechanical (Ref),
Municipal Workshop
103 R. S. Nimkar Marg, Byculla,
Mumbai – 400 008.
Tel .No's - 23083051/52/53/54.

(1) e-quotations are invited for the work of “**The work of Repairing of air conditioner units at Influent pumping station Bandra.**” as per attached terms and conditions specifications and Schedule of quantities.

(2) The quotationer shall pay the Earnest Money Deposit of **Rs. 1000.00** online only.

(3) The e- Quotation which is not duly signed by the quotationer will be rejected.

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

(5) **TAXES:**

“The tenderer shall quote 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) **Delivery:**

The quotationer shall deliver the material along with challan at site. The quotation shall include free delivery at site.

(7) **Completion Period:**

The period of delivery of articles/Completion of work shall be 30 days/Weeks/months from receipt of the work order or finalization of layout at site or clear access to the site, whichever is later.

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

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

9) **Terms of Payment:**

As per Municipal procedure the payment of supply/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.

(10) 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.

(11) **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.10 Lakhs is **Rs. 330/- + 18% G.S.T.**

(12) 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.

(13) **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.

(14) **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.

(15) **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 x (25-12)/100 x 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.

(16) **Submission of Quotations :**

PACKET - A

The Packet 'A' shall contain scanned certified copies of the following documents Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

1. GST Registration Certificate.
2. Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
3. Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
4. Duly signed & filled copy of draft e-quotation

The bidders shall categorically provide their Email-ID in packet 'A'.

PACKET - B

The Packet 'B' shall contain scanned certified copies of the following documents -

- 1) Performance Certificates and documents establishing the Qualification Criteria mentioned in the Quotation document.

- 2) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- 3) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.500/- stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.
- 4) **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.
- 5) **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.
- 6) APPENDIX “B”, SELF-DECLARATION FOR SELF-ATTESTATION, APPENDIX “A” .

(17) **Refund of Additional Security Deposit (ASD) & E.M.D:**

The quotationer shall pay the EMD online instead paying the EMD at any of the CFC centres in MCGM Ward Offices.

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

The Bid Security of the successful quotationer will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

EMD of L-3 and quotationer shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 quotationer will be returned after obtaining Sanction of competent Authority.

The Bid Security may be forfeited:

- a) If the quotationer(s) withdraw quotation offer during the tender validity period, his entire E.M.D shall be forfeited.
- b) in the case of a successful quotationer, if the quotationer fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as ‘Intentional Avoidance’ and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note: i) Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,
 - i. G.S.T. Certificate
 - ii. Certified Copies of PAN documents and photographs of individuals, owners, etc
 - iii. Partnership Deed and any other documents
 - iv. Undertakings as mentioned in the quotation document.
- b. Wrong calculation of Bid Capacity
- c. No proper submission of experience certificates and other documents, etc.
 - ii) Non-curable Defect shall mean
 - a. In-adequate submission of EMD/ASD amount,
 - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

(18) Legal + Stationary Charges:

- a) Successful tender shall pay the Legal Charges + Stationary charges Rs. 300/- + 18% G.S.T. as per Circular no. 26206 dtd 31.08.2023.

The quotetioners are requested to note that stationary charges as above will be recovered from the successful quotetioners for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

(19) 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.

(20) 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.

(21) 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. (Ref)
Municipal Workshop.

BRIHANMUMBAI MUNICIPAL CORPORATION

Technical Specification

- 1) **Name of the work:** - The work of Repairing of air conditioner units at Influent pumping station Bandra
- 2) **Quantity:** - As per Schedule of Quantity.
- 3) **Period of contract:** - 60 days.
- 4) **Work place:** - K B Bhabha Mun. Gen. Hospital, Bandra (W)
- 5) **Eligibility Criteria :-** As specified in Tender Notice.
- 6) **Technical Specification:** -
Representative of the contractor shall visit the site and see themselves the quantum of work involved etc. and fill in their tender thereafter to take care of all the necessary works needed for the said work.

- 1) Item no 1 : Servicing of Split AC unit :
 - (i) Checking compressor, Air Conditioning system for leakage, loose contacts etc.
 - (ii) Cleaning of condenser coil & evaporator coils with air blower/water jet.
 - (iii) Checking all electrical parts of the system servicing & cleaning the electrical contacts.
 - (iv) Cleaning of Air filters.
 - (v) Checking of all refrigerant line & valves.
 - (vi) Checking of all Electrical controls.
 - (vii) Checking the temperature in the A C area and record the same
- 2) Item No 2: Gas charging : R410/R32 R-407/ R410/ R-32 refrigerant or other eco friendly refrigerant shall be used for gas charging.
- 3) Item no 1 : Repairing of indoor unit PCB board : successful contractor shall carry out the repairing work of indoor unit PCB board.
- 4) **Repalcement of rotary compressor of split AC unit of 1.5 TR:-** The outdoor unit shall comprise of 1 Nos. of hermetically sealed type rotary compressor, having capacity of 1.5 TR. Operation on refrigerant R-407c/ R-410A or environmental friendly latest refrigerant with suitable rated electric motor operating on 230 V \pm 10%, 50 hertz, single phase, A.C. supply and shall be equipped with over load protection. These shall be mounted on resilient mounting for quiet operation. The condenser shall be 1.0 TR/1.5 TR/ 2.0 TR single circuits for compressor. The fan for cooling condenser shall be propeller type and driven by High Efficiency EFF-1, TEFC squirrel cage induction motor.

- 5) Replacement of indoor cooling coil : the successful contractor shall replace the indoor cooling coil suitable for existing blue star make 1.5 TR split AC unit.

Note:- Please refer **USOR M&E 2023** for detailed technical specifications.

GENERAL TERMS:

1. The contractor shall submit preventive maintenance schedule for each plant during the year & submit the copies of service reports (duly signed by the municipal authority of the respective municipal institution) for the services rendered for the A.C. plants at various institutions / offices to the office of the E. E. Mech.(Refrigeration).
2. This contract is terminable by either party giving the two calendar months' notice in writing to his intention to discontinue it.
3. In case of dispute Municipal Commissioner's decision will be final & binding on both the parties.
4. The Municipal Commissioner will have right to discontinue idle A.C. plants from the service contract at any juncture. The successful contractor shall not claim for the payment for the plants for discontinued period
5. The Municipal Commissioner shall have right to include additional A. C. plants in the service maintenance contract for the part period of the contract at any time during the contract period for which the successful contractor shall agree to carry out the services. The charges will be paid on pro rata basis as per the agreed rates of similar plant.
6. The contractor shall carry out the work during office hours i.e. 9.00 a.m. to 5.00 p.m. on normal working days & from 9.00 a.m. to 1.00 p.m. on Saturday. In case of urgency the contractor will have to work even after office hours and on holidays.
7. The M.C.G.M. will not be responsible for any accident / hazard caused to the employee of the contractor while carrying out servicing maintenance work to the AC plants. Moreover the complete risk of human life and the plants while carrying out the service & maintenance work out of the plant will be borne by contractor for their employees. Also any damages caused to the municipal property will be recovered from the contractors through their bills.
8. Any break down complaint of the plant shall be attended within shortest possible period not exceeding 2-3 days depending upon nature of faults.
9. No standby plant shall remain idle for major repairs for want of refrigerant gas or spare parts, for more than 15 to 20 days period.

10. The M.C.G.M. will be responsible to provide requisite electrical power supply available in A. C. plant room. The maintenance of the power supply cables up to and including main switch in plant room will be maintained by M.C.G.M. The other cables, switches are required to be maintained by the contractor and shall be replaced if required.
11. All the duties, taxes etc. applicable shall be included in the total cost.
12. Valid Bank Solvency Certificate issued by a bank from the list of “Approved Banks” amounting to Rs. 1,50,000/-.
13. Tender shall be valid for a period of 180 days.

Sd/-

E. E. Mech (Ref)

BRIHANMUMBAI MUNICIPAL CORPORATION

General Instructions of the Work

1. It is essential on the part of the quotationer to collect full details/specifications of the material to be supplied & work to be executed from the office of E.E.Mech. (Ref). It is also essential on the part of the quotationer to inspect the site before submitting their offer and no claim arising out of ignorance will be entertained later on.
2. The successful quotationer shall be held responsible for any loss or breakdown of the Municipal Property or injury to Staff while carrying out the above work. Any damage to the Municipal property, civil structure, machinery occurred while executing the job shall have to be repaired free of cost by the successful quotationer.
3. “The tenderer shall quote 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”. No charges will be paid extra due to ignorance on the part of the quotationer.
4. The quotationer shall note that while executing the work, if any additions/alterations/omissions required to be carried out then the prior approval of E.E.Mech. (Ref) for each item shall be obtained before proceeding further. It shall be incumbent on the part of the contractor to carry out addition/alteration/omission only after approval from E.E.Mech. (Ref).
5. The Municipal Commissioner reserves the right to accept the lowest or any offer or reject any or all offers as deem fit.
6. Watch and ward shall be provided by the Contractor for the protection of material at the site till completion of work.
7. The successful quotationer shall carry out any other minor repair work as directed on site apart from the specifications at no extra cost.
8. The light and water shall be provided free to the contractor where available
9. All charges on account of octroi, or sales tax & other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of work contract (re-enacted) Act 1989 etc. shall be borne by the contractor.
10. Requirements under all statutory provisions of Govt./Semi-Govt/Corporation Departments will be completed & fulfilled by the successful quotationer at his cost and the official charges if any, will not be paid by M.C.G.M.

Sd/-

E. E.Mech.(Ref)

Brihanmumbai Municipal Corporation

Bill of Quantities

Quotation No.

Note: For information purpose only. Actual rates to be filled online in price bid.

Subject: The work of Repairing of air conditioner units at Influent pumping station
Bandra.

Sr. No.	Description of Work	Qty	Unit
1	Servicing of 1.5 Tr AC split AC unit	Nos	4
2	Gas Charging of split AC	Nos	4
3	Repairing of indoor unit PCB board	Nos	1
4	Replacement of rotary compressor of split AC unit	Nos	2
5	Replacement of indoor cooling coil	Nos	4

Note: The tenderer shall quote 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.

E-quotation ONLINE SUBMISSION PROCESS

As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatenders) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

I. Before entering into online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link

<https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/Mtnl Trustline/ SafeScript/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be In activated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the quotation schedules, the Bidder should go through them carefully and then submit the documents as per the quotation document, otherwise, the bid will be rejected.

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that quotation. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the quotation document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the quotation schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the quotation. The original should be posted/couriered/given in person to the quotation Inviting Authority, within the bid submission date and time for the quotation.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the quotation document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the quotation will be summarily rejected
16. The quotation Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant

details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a quotation floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

The e-quotation is available on NICs portal of Govt. of Maharashtra, <https://mahatenders.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office E. E. Mech (South).

The Municipal Commissioner reserves the right to reject all or any of the e-quotation(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal (<http://portal.mcgm.gov.in>) as well as on NIC Portal <https://mahatenders.gov.in>.

Note: *As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

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APPENDIX "A"

- a. Quotation No.Q-2024_MCGM_1114102_1 Due Date16.10.2024
- b. Quotationer's name: _____
- c. Quotationer's address: _____
and telephone No(s): _____
- d. Whether registered under GST: Yes/ No
- Reg. No. _____
- e. Certificate in support : Enclosed/ Not enclosed Of (d) above if registered
- f. Banker's Name and Branch _____
- g. Account No. SB/ CB _____

Stamp and Signature of authorized person
Concern/ Company

Note: If this format is not filled in, it will be presumed that the quotationer is not a registered dealer.

BRIHANMUMBAI MUNICIPAL CORPORATION

APPENDIX "B"

Information regarding status of Quotationer:-

1. (A) Whether it is proprietary concern? : Yes/ No

(B) If so, name of the owner: _____

2. If it partnership concern, please furnish name of each partner and copy of registration certificate -

3. In case of company, please furnish documentary proof to show that the company is registered.

Stamp and Signature of authorized person

Of concern/ company

SELF-DECLARATION FOR SELF-ATTESTATION

I, _____ son/daughter of _____
Age-____, Occupation-Contractor,
M/s. _____ resident at _____
_____, Email ID- _____

_____ with UID No- _____, hereby declares that the
copies attested by me are true copies of original. I am aware of the fact that if the copies are found to
be false, i shall be liable for prosecution and punishment under indian penal code and/or any other law
applicable there to.

Date-

Place-

Applicant's Name _____

Applicant's Signature _____

Annexure-A

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 here in 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.



Annexure- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

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 hereinafter 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 the20 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 –