

BRIHANMUMBAI MUNICIPAL CORPORATION

(Ch. Engineer (Environment & CC) Department)

E - Q U O T A T I O N

Office of the
Ex. Engr. (Env. & CC)-I,
3rd Fl. Worli Garage Building,
Dr E. Moses Road,
Mumbai-18,

Ref:- Quotation No: **2026_MCGM_1271970_1**

Due on: 02.02.2026 up to 03:00 PM

- 1)** E-Quotations are invited for the **“Supply of vehicle mounted mobile water misting units & sprinkle system on hire basis for the use on streets /by lanes/ small by lanes for suppression of air borne dust particles to mitigate air pollution -R/North Ward”**, as per specifications, terms and conditions of quotation and schedule of quantities & rates.
- 2)** The Quotation shall be submitted online on or before 02.02.2026 not later than 3.00 p.m. Telegraphic Quotation will not be accepted under any circumstances.
- 3)** The Quotationer shall pay Earnest Money Deposit of Rs. 3,000/- online upto due date and time.
 - a) Quotationer shall pay Earnest Money Deposit (E.M.D.) of specified amount through Government of Maharashtra (Mahatenders) (<https://Mahatenders.gov.in>) portal along with the submission of the quotation online.
 - b) If during the Quotation’s validity period, the quotationer withdraws his Quotation, the Earnest Money shall be forfeited and the quotationer may be disqualified from Quotation/s.
 - c) The vendors having standing deposit shall also have to pay full EMD amount online as mentioned above.
- 4) Scrutiny Fee:** Bidder shall pay scrutiny fee of Rs.363/- + 18% GST as applicable, through Challan in Citizen Facility Center of BMC. Packet C will be opened only after submission of scrutiny fee. Otherwise with the consent of quotationer same shall be deducted from EMD and balance EMD will be refunded.
- 5)** The rates quoted shall be firm and no variation will be allowed subsequently on any account.
- 6) Tax:**

The quotationer 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 claimed separately by BMC. However, while quoting the rates, benefit of Input Tax Credit or exemptions shall be passed on to BMC by way of equivalent reduction in the quoted price.
- 7)** The successful quotationer shall carry out work as directed by BMC.

8) Contract period:-

The Work completion period 35 days or till completion of 70 shifts whichever is earlier from the date of receipt of LOA.

9) Eligibility Criteria:-

Firms dealing in line. In case of firm dealing in line, the quotationer shall produce valid completion certificate or performance certificate in their own name for executing the work of similar nature in MCGM /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years.

Definition of similar work:

For assessing the technical capacity of the subject work, similar work shall mean the completed or completed part of on-going 'works' in respect of "Supply / Hiring /O&M of vehicle mounted Mechanically / hydraulically/ Electrically operated mobile Water Misting/ fogging System." for BMC / Semi Govt. / Govt. & Public Sector Organizations during last seven (7) years.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for bid.

10) Validity of the Quotation:-

The Quotation shall remain firm and valid at-least for **180 days** from the date of opening/submission.

11) The quotationer shall be registered vendor of BMC.

12) Terms of payment:-

As per the Municipal procedure the payment for the supply / work done will be made within 30 days from the receipt of the bill subject to satisfactory completion of the supply / work.

13) 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.

14) Warranty: Not Applicable

12 Months from delivery and installation.

The successful quotationer shall submit Annexure as per attached prescribed format on Rs. 100 stamp paper after completion of work for warranty.

15) The successful quotationer shall pay legal and stationery charges as applicable. when the contract cost of supply / works is more than Rs 50,000.00 the successful Quotationer shall submit the document / complete the formalities on their side required to execute the contract within 1 month from award of contract

- 16)** The successful quotationer shall have to pay **2%** of contract amount as "contract deposit" for the supply/work exceeding Rs.50,000/-. The "contract Deposit" will be released after successful completion of work.
- 17)** The Quotationer shall not withdraw his offer within the validity period. If he does so, the Earnest Money Deposit paid, will be absolutely forfeited to the Corporation.
- 18)** It is essential on part of quotationer to collect complete details of works to be carried out before submitting his offer as no claim arising out of ignorance on part of the quotationer will be entertained later on.
- 19) For supply:** ~~The quotationer/bidder shall specify the make of spares/ material.~~
- 20)** If the quotationer fails to submit relevant information with quotation then, the shortfalls shall 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 shall be treated as non-responsive.
- 21) A) Penalty:** - As per penalty schedule page No. 12-13 of quotation document.
- a) ~~**For Delay** For failure to comply with the order placed for supply of the articles within the stipulated period mentioned in quotation document from receipt of SAP PO, a penalty equivalent to **1/2 % per week** or part thereof on the value of the delayed 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 or such smaller amount as may be fixed by the Chief Engineer (Env. & CC)/DMC (Env. & CC).~~
- b) ~~**For inferior quality** In case, the contractor at any time during the continuance of this present supply of the material mentioned in schedule is rejected because of inferior quality, the BMC reserves right to levy penalty for such inferior supply from contractor, not exceeding 20% of the cost of the supplied material. The period required for replacement of inferior quality of material with approved quality material shall be made within three working days.~~
- 22)** The Quotationer shall give the undertaking in the sub-joined form.
- 23)** E.M.D. of all the bidders except successful quotationer will be released after award of the work to the successful quotationer. E.M.D. will be released by E.C.S.
- 24)** The payment will be made in contractor's or supplier's account in the bank through ECS system.
- 25)** All the Quotationers must disclose the names of their partners, if any in the particular contract. Any quotationer failing to do so will render himself liable to have his quotation deposit forfeited and the contract entered into cancellation at any time during its currency.
- 26)** **A)** None of the Quotationer whose firms are having common partner / proprietor or who are connected with the another either financially or as principal & agent or master and servant or closely related to each other such as Husband and wife, father / Mother and minor son /daughter and minor Daughter /sister shall quote separately under different names of establishments.

B) If it is found that any firm having common partner/proprietor who are connected with one another either financially or as principal and agent or master and servant closely inter-related such as husband and wife, father/mother and minor son/daughter and minor daughter/sister have quoted separately under different names or establishments for the same contract, the Quotation shall stand rejected and Earnest Money Deposit shall be forfeited. Any contract entered into under such condition will also be liable to be cancelled at any time during its currency. In addition, such firms / establishments shall be liable at the direction of the Municipal Commissioner for further final action including blacklisting.

C) If it is found that closely related persons as in direction no. 26 have submitted separate Quotations under different names of firms / establishments but with common addresses for such firms / establishments and / or if such establishments / firms though they have different addresses are managed or Governed by the same person / persons jointly or separately, such quotationer shall be liable for action on the direction No.2 B including similar action against the firm/ establishments concerned.

D) If the award of contract is found that the accepted quotationer violated any of the direction 26A, 26B or 26C, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms/ establishments.

- 27)** Under the Provision of the section 194 (C) of the Indian Income Tax act the corporation is required to deduct tax at source & under present legislation Tax @ 2% of the gross amount of each bill submitted shall be deducted at source. The certificate for the same will be issued.
- 28)** 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 shall be insisted.
- 29)** If the quotationer breaches any or all of the conditions mentioned in quotation document, he/she/firm is liable for any or all the penal action such as cancellation of purchase order (P.O.), forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process as deemed fit by BMC authorities.
- 30)** There shall be regular review regarding the performance of the contractor by BMC. In case at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by contractor/ quotationer, BMC reserves the right to take penal action such as cancellation of purchase order (P.O.)/work order, forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process /blacklisting of vendor as deemed fit by BMC authorities.
- 31)** The Municipal Commissioner reserves the right to terminate the contract by giving 7 days' notice without assigning any reasons and in such eventuality no claim for any loss or compensation will be considered.

- 32)** The quotation may be considered incomplete, irregular and invalid unless it is signed by the proprietor, named managing partner or all partners or by party of parties stating specifically their position and status at schedule of quantities and rates.
- 33)** The cases wherein if the shortfalls are not complied by a contractor, shall be informed to Registration and Monitoring Cell. Such non-submission of documents shall 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.

34) Submission of the e-Quotation:

The bidders can enroll themselves on the website <https://Mahatenders.gov.in> using the option "Online Bidder Enrolment". Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://Mahatenders.gov.in> under the link "Information about DSC".

The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-quotationing system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

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

Bidder should do Online Enrolment in www.Mahatenders.gov.in Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment 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 Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Scrypt/ TCS.

Bidder then logs into the portal giving user id/password chosen during enrolme The e-token that is registered should be used by the bidder and should not be misused by others.

DSC once mapped to an account cannot be remapped to any other account. It can only be In-activated.

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 e-quotation requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

After downloading / getting the e-quotation schedules, the Bidder should go through them carefully and then submit the documents as per the e-quotation document; otherwise, the bid will be rejected.

Bidder will upload Packet A documents in cover 1 "Fee" and Packet B related Documents in cover2 "PQC" respectively.

The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be

rejected for that e-quotation. For commercial details (in Packet C) Bidder will fill data in financial bid in BOQ and quotes his rate or “(+) or(-) Percentage” (i.e.% quoted) figure.

If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the e-quotation document. Bidder should take into account of the corrigendum published before submitting the bids online.

Bidder, in advance, should prepare the bid documents to be submitted as indicated in the e-quotation schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

The bidder has to submit the e-quotation document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

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.

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.

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.

The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

At the time of freezing the bid, the e-Procurement system will give a successful bid updating 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.

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 e-quotation floated and will also act as an entry point to participate in the bid opening event.

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.

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 e-quotation opening, the bid is liable to be rejected.

The time that is displayed from the server clock at the top of the e-quotation 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.

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 e-quotation opening by the authorized individual.

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.

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

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 e-quotations are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-Procurement System of Government of Maharashtra (Mahatenders) (<https://Mahatenders.gov.in>).

Due to any unforeseen circumstances if any of the date mentioned in the header data is declared as public holiday, in that case all the dates* will get shifted by one day or next working day.

BARRING PHYSICAL SUBMISSIONS

As the entire e-quotation procedure is online process; the physical submission of documents shall not be entertained.

The information about DSC, guidelines for bid submission, bidders manual kit, Help for Contractor, FAQ, etc. are available on <https://Mahatenders.gov.in>.

35) Eligibility Criteria

1) Packet - A (Eligibility Criteria):

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) Valid Registration Certificate OR Undertaking.
- 2) The Quotationer shall pay the E.M.D. online. The acknowledgement slip/screen shot of online payment of E.M.D. shall be uploaded in packet 'A'.
- 3) 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.
- 4) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- 5) Certificate of GST Registration.
- 6) The bidders shall categorically provide their Email-ID in packet 'A'.

2) Packet - B (Technical Bid):

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

- 1) Fill in, stamp, sign & upload the following forms available in the e- Quotation document.
- 2) The printed undertaking addressed to the Municipal Commissioner (Annexure 'A') and Annexure 'B' duly filled and signed.
- 3) The quotationer shall upload the Declaration Cum Indemnity Bond on Rs. 500/- stamp paper as per format attached with quotation (Annexure 'C').
- 4) Bidders shall submit the undertaking for equipment / vehicles capability and other undertakings as such on a single Rs.500/- stamp paper
- 5) Documentary evidence as stated in eligibility criteria of quotation notice.
- 6) The bidder shall submit valid registration certificate under E.P.F &M.P., Act 1952, if quotationer 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
- 7) The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the quotationer 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. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

3) Packet - C (Price Packet):

The rates shall be filled in online quotation. (There is no separate provision to quote rates in physical form).

36) JURISDICTION OF COURT

In case of any claim, dispute or difference arising out of any terms and conditions of the contract, the Cause of Action thereof shall be deemed to have arisen in Mumbai & all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

**Sd/-
Ex. Eng. (Env. & CC)-I**

BRIHANMUMBAI MUNICIPAL CORPORATION

Sub:- Supply of vehicle mounted mobile water misting units & sprinkle system on hire basis for the use on streets /by lanes/ small by lanes for suppression of air borne dust particles to mitigate air pollution -R/North Ward.

SPECIFICATIONS, TERMS AND CONDITIONS

I. NATURE OF CONTRACT:

The quotation calls for hiring the services of vehicle mounted mobile water misting units & sprinkler system on hire basis for the use on street / by lanes /small by lanes for suppression of air borne dust particles to mitigate air pollution. The wheel base of vehicle mounted mobile water misting units shall be approx. 2250 to 2400 mm, BS-VI compliant, running on diesel / CNG fuel. Quotationers will have to arrange for requisite nos. of such vehicles along with spare vehicles to provide satisfactory, uninterrupted and efficient services for performing the obligations under the contract. The quoted price shall include all such prices deemed necessary to provide the services such as driver's salary, uniforms, protective gears, if any; fuel, repairs and maintenance of the vehicle, comprehensive insurance, alternative arrangement in case of break downs, applicable taxes, non-potable water, parking at designated places, toll charges, if any etc.

II. SCOPE OF WORK:

Quotationer shall be required to provide the services of the vehicles as per below mentioned requirements and terms and conditions.

VEHICLE:

Important technical details of the water misting unit and sprinkler systems shall be as follows:

- Capacity of water tank : Approx 1000 litres
- Material of Construction of water tank : Light weight standard plastic.
- No. of Compartments in water tank: Suitable
- Throw range of water misting system : approx. 15 to 20 mtrs (along wind direction)
- Horizontal swing : up to 180 degree adjustable automatic swing.
- Vertical tilt: (-) 5 to (+) 40 degree.
- Water discharge : Approx 6 LPM to 8 LPM (Adjustable)
- Mist Droplet size: 0.5 to 50 microns approx.
- Nozzles : mist type nozzles, Material brass or S.S.
- High pressure pumping fine misting.
- Pressurized sprinkler system on both system on both sides
- Manually or semi hydraulically operated vehicle mounted system.

- All the controls from operator's cabin.
 - Inbuilt strobe light.
 - 4 no's of Alert Indicators'- on both the sides of vehicles
 - Protection mesh cover at the end of the barrel fan with motor.
 - Water misting operation controls at operators/driver's cabin.
 - Water level indicator & proper drain system.
 - Filtration-Y-strainer (SS) or suitable.
1. The successful quotationer shall arrange to provide the requisite Nos. of road-worthy and good conditioned vehicles so as to have service reliability.
 2. The vehicles shall fulfill all the rules and regulation of Mumbai R.T.O. as well as the orders passed by the Hon'ble Bombay High Court in respect of admissibility of the Transport series vehicles for deploying on the streets of Mumbai.
 3. The bidder shall submit the attested copies of R.C Book, Comprehensive Insurance and valid permit of all the vehicles (including spare vehicles), which they intend to supply from the date of receipt of Work Order, as & when asked by the user department / Transport Deptt. of BMC
 4. The branding of each vehicle shall be as directed by the Environment & Climate change deptt. of BMC. The radium strips of appropriate colour shall be provided on the vehicles, as per the requirements of the R.T.O. authorities & directions of the Municipal Engineers.
 5. The vehicle assigned to perform the obligations for designated ward shall be, as far as possible, kept unchanged except in case of breakdown of vehicles. The replacement vehicle shall fulfill all the vehicular requirement as per quotation conditions.
 6. The contractor shall provide the VTMS/GPRS system on all vehicles to enable to track and monitor the vehicle.
 7. There shall be outer ring on which 20 nos. of nozzle are mounted.
 8. If BMC desires, quotationer will have to make provisions for displaying the boards with civic messages at carrier part of the vehicle, at no extra cost to the Corporation.
 9. The arrangement to display, "On Municipal Duty" board will be required to be made on each vehicle.

DRIVERS

1. Driver shall be deputed on each vehicle & the Driver shall be well experienced and having a valid driving license.
2. On duty, the driver shall be well dressed, neat and clean The successful bidder shall provide the identity card to the deputed drivers and that shall be properly displayed on the uniform.
3. The driver shall be neat and clean and well mannered and should obey the instructions of Municipal Officers / Staff. In case of complaints, quotationer will have to replace the driver.
4. As far as possible, the same driver should be deployed on regular assigned duty.
5. The driver should be conversant with the roads of Mumbai and also conversant with traffic rules and regulations.
6. The vehicle shall be used as per the requirement and program of the department. Under any circumstances, the deputed driver shall not refuse the work as per the requirement of the department.
7. The attested copies of necessary documents regarding the vehicle such as R.C. book, P.U.C.,

Insurance, fitness certificate, etc. shall be made available on the vehicle at all the times. The concerned driver of the vehicle should be able to produce these documents whenever asked by BMC

8. Driver muster should be maintained by the successful quotationer and the wages paid to them shall be as per latest provisions of Minimum Wages Act.
9. Driver shall follow the instructions of the user department given from time to time.

WATER FOR MISTING & PARKING OF VEHICLES

Arranging water for misting operation for suppression of air borne dust particles shall be the responsibilities of the successful quotationer. The water used for misting operation shall be mandatorily non potable water. In addition, arranging safe parking of these mobile misting vehicles at designated places shall be responsibilities of successful quotationer.

SERVICES

1. The shift period of each service shall be of 08 hours duration. The vehicles shall be generally utilized including Sundays and holidays. The shift timings shall be changed or modified as directed by the Chief Engineer (Env & CC) department staff of concerned Wards. The driver shall report to the concerned BMC officer i.e Sub Engineer(CC) of concerned ward and follow the instructions given by him from time to time.
2. The vehicle shall complete 2 trips per shift of 8 hours.
3. The successful quotationer shall supply more/ less vehicles on demand at the same quoted rate.
4. Quotationer shall upload their offer based on the above basic information.
5. The kilometer reading and the time will start from the reporting place designated by BMC and will end at the relieving point. Vehicles under contract shall deployed anywhere in the BMC limit, as per the requirement of the user department.
6. In case of any break-down, the quotationer shall replace the vehicle without any delay within two hour otherwise no payment for the day shall be accounted. If no alternate arrangement is provided as specified, the vehicles will be hired at the risk and cost of quotationer, the substitute vehicles shall be hired from the agency available in adjacent ward as follows:

Through the other agency/contractor appointed / available in adjacent ward at their quoted rate or that by defaulting contractor for his ward, whichever is higher plus 15% supervision charges.

OR

From the outside Market , in case no agency is available in adjacent ward.

7. In case the quotationer fails to supply the vehicle on a stipulated date, he is not entitled for the payment for that day. In addition to this, a penalty will be imposed on the quotationer as specified under the head "Penalty".
8. In case of accident, BMC shall not shoulder any liability whatsoever and all claims first party and/or third party shall have to be settled by the successful quotationer. Quotationers will note that the insurance for the vehicles should be Comprehensive insurance.

9. The quotationer shall have to supply the services as per the requirement of user department. In case of additional supply of vehicles, the contractor shall be intimated on previous day and the same shall be arranged by the contractor on next day without fail.
10. Quotationer shall arrange to submit the monthly bill along with the documents in prescribed format (i.e., Daily log sheets, vehicle utilization statement and bill verification certificate with the signature of Sub Engineer (CC) of concerned ward. The monthly bill shall be submitted to the office of E.E.(Env &CC) -I for further processing. The log sheet format shall be approved from E.E.(Env &CC) -I before printing. In this contract, the payment will be admissible for 8 hours shifts per vehicle. No payment towards extra kilometers will be admissible & payable as payment is on shift basis.
11. **Mobilisation period:** There is no mobilization period for supplying the Vehicles on hire basis as per the specifications specified in the quotation document. The successful quotationer will have to immediately commence the work as soon as the work order is issued.
12. The contract period is for 35 working days or till completion of 70 shifts whichever is earlier from the date of receipt of LOA, however, BMC may reduce the contract period by giving prior notice. The successful quotationers shall not object to the same and the BMC shall not entertain any demand for compensation etc.
13. The bidder shall provide the services in any ward irrespective of allotted ward, as and when required by BMC.

III) PAYMENT SCHEDULE

The contractor shall raise the invoice after successful completion of the work as per BOQ after the end of each month. The payment shall be made on monthly basis within 30 days on submission of invoice as per municipal procedure.

Note : The monthly invoices shall be submitted to office of Ex.Eng. (Env. & CC)-I.

IV Penalty Schedule:

1. If the display board showing the vehicle On Municipal Duty is not provided, a penalty of Rs. 200/- per shift per vehicle will be imposed.
2. If vehicle gets breakdown on the road and if alternative arrangement is not made within 2 hours, a penalty of Rs.4000/- per vehicle per instance will be imposed. BMC will make alternate arrangement to complete the work, if required, and cost will be recovered from the contractor's bill on risk & cost basis.
3. If quotationer fails to attend any other works covered in the contract or perform incomplete programme or not follow the instructions or disobey the orders of the user department. Penalty of Rs.1000/- per shift per vehicle will be levied.
4. Penalty for short supply :- If the contractor fails to supply the vehicles on any day, penalty of Rs. 5,000/- per vehicle per shift will be imposed. BMC will make alternate arrangement at the risk & cost of the successful quotationer through the other agency/contractor appointed / available in adjacent ward at their quoted rate or that by defaulting contractor for his ward, whichever is

higher plus 15% supervision charges.

5. For not producing the valid documents of the vehicle, if asked for :- Rs. 250/- per Vehicle per shift.
6. Send back due to non compliance of BMC specifications:- Successful quotationer will not be entitled for the payment for that day. In addition to this, the penalty for short supply of the vehicle shall be imposed.

Note :

The maximum penalty that can be levied for a particular month for a particular division will not exceed 10% of the order cost for that month. However, this clause will not cover the special fine imposed by the officer of the rank of Deputy Municipal Commissioner and above towards non performance of the contractor.

Once a vehicle is short supplied, a penalty related to short supply will be applicable.

If it is found at any of the stages of e-quotationing process or during the currency of the contract that the quotationer has adopted the fraudulent practices, the action as deemed fit including the blacklisting of the firm, withholding all the outgoings, forfeiture of security deposit etc. shall be initiated against the quotationer.

Record of drivers shall be maintained as per the provisions of Minimum Wages Act. On demand the same shall be produced to the BMC authority.

There may be situation when charging full penalty may not be justified as the reasons for short supply / unperformed services by the service provider may be due to circumstances beyond his control. But waiver of such levy altogether may not be proper. In such cases, at the sole discretion of the D.M.C., token penalty up to 10% of the normal penalty or at the % D.M.C may decide, may be imposed.

Sd/-

Ex.Eng. (Env. & CC)-I

SCHEDULE (BILL) OF QUANTITIES

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

Subject:-Supply of vehicle mounted mobile water misting units & sprinkle system on hire basis for the use on streets /by lanes/ small by lanes for suppression of air borne dust particles to mitigate air pollution - R/North Ward

Sr. No.	Description	Qty	Unit	Remark
1	Supply of vehicle mounted mobile water misting units & sprinkle system on hire basis for the use on streets /by lanes/ small by lanes for suppression of air borne dust particles to mitigate air pollution -R/North Ward	70	Shifts	The rate quoted shall be inclusive of all taxes other than GST (excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission.

**Sd/-
Ex.Eng. (Env. & CC)-I**

BRIHANMUMBAI MUNICIPAL CORPORATION

ANNEXURE-A

UNDERTAKING

To,
The Municipal Commissioner
Brihanmumbai Mahanagarpalika,
Mahapalika Marg,
Mumbai – 400 001.

Sir,

I/We have read all the terms and condition stipulated in the above Quotation Notice and accepts the same.

Yours faithfully,

Quotationer's signature and seal

Quotationer's Full Address
and Telephone No., Seal
if any.

BRIHANMUMBAI MUNICIPAL CORPORATION

ANNEXURE – B

DETAILS OF FIRM

- a) Quotation No. :
- b) Quotationer's Name :
- c) Quotationer's address, Telephone/Mobile No. & e-mail :
- d) Whether registered under GST Act (Registration No. must be effective on date of quotation) : Yes/No
- e) Certificate in support of (d) above if registered. : Enclosed/Not enclosed
- (If this format is not filled in, it will be presumed that the Quotationer is not a registered dealer)
- f) Information regarding status of quotationers/quotationers :
- i) If it is proprietary concern?
If so, name of the owner.
- ii) If it is partnership concern, please furnish name of each partner and copy of Registration Certificate.
- iii) In case of Company, please furnish documentary proof to show that the Company is registered.

**Signature of authorized person
of Concern Company/Quotationer**

BRIHANMUMBAI MUNICIPAL CORPORATION

ANNEXURE - C

(On Rs. 500/-Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declare 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 quotation document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of quotation and accordingly, I submit my offer to execute the work as per quotation 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, BMC 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 Quotationer/Bidder