(Dy. Ch.Engineer (Solid Waste Management) Transport)

E-quotation Bid No- 2024\_MCGM\_1117666 due date- 04.11.2024

## Draft E-QUOTATION

Office of the Ex. Engr. Tr. City, 2nd Fl. Worli Garage Building, Dr. E. Moses Road, Mumbai-18, Tel. 24935688/93, 24922138/60

- E-Quotation is invited for the supply / work of "Supply of A.C. Innova or equivalent type car vehicle on hire basis for the use of Liaison officer of Special Observer Shri. Dipak Mishra" as per specifications, terms and conditions of quotation and schedule of quantities & rates.
- 2) The Quotation shall be submitted online on or before 04.11.2024 not later than 4.00 p.m. 'A' and 'B' Packet of E-quotation will be opened on 05.11.2024 after 04.00p.m. Telegraphic Quotation will not be accepted under any circumstances.
- **3)** The Quotationer shall pay Earnest Money Deposit of **Rs.1,750/**-online upto due date and time.
  - a) Quotationer shall pay Earnest Money Deposit (E.M.D.) of specified amount through Government of Maharashtra (Mahatenders) (<u>https://mahatenders.gov.in</u>) 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:

The quotationer shall pay Scrutiny fee of Rs.330/- + 18% GST (as per latest applicable circular) through challan in Citizen Facility Center before putting

claim for refund of EMD 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:
- (a) The quotationer shall clearly state the rates of all the taxes such as CGST, SGST, IGST and other GST etc. applicable as per the Government Act in force at the time of submission of the Quotation and work out the actual amounts thereof. If the taxes are not mentioned, it will be presumed that, these taxes are not applicable, being already paid by the quotationer and will be borne by them. No subsequent claim from the quotationer for payment of these taxes shall be entertained. The offer which does not show the rates of taxes chargeable but vaguely states "Taxes as applicable or CGST, SGST and other GST extra" will be left out of consideration. The taxes shall be applicable as per HSN code / SAC code for the supply / work under consideration.
- (b) All the rates shall be inclusive of all duties such as Customs, Excise etc. otherwise their actual amount should be shown extra. If they are not mentioned, it will be presumed that the rates are inclusive of such duties and no subsequent claim for payment of these duties will be entertained.
- 7) The successful quotationer shall provide service of supplying vehicle at said location by user Dept. or as directed by BMC.

## 8) Contract period:-

The Work completion / delivery period for subject work/supply is 30 days from the date of receipt of SAP PO send through E-mail.

## 9) Eligibility Criteria:-

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

## 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) <u>Terms of payment:-</u>

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 all the quotationers.

## 14) <u>Warranty</u>:

For supply / work-

(a) For Supply of Assembly units/ Articles / Materials the Manufacturer's warranty, as stated by manufacturer shall be applicable.

**(b)** The successful quotationer shall give undertaking 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 completion of defect liability period of 12 months or as stated.
- 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)** The vehicles alongwith drivers must have been insured with Third Party insurance
- **19)** For supply:-(Deleted)

The quotationer/bidder shall specify the make of vehicle.

**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) <u>Penalty for work</u>:- Deleted

a) For failure to comply with the work order for work placed within stipulated period with the desired level of efficiency as per specifications, penalty for Rs.

500/- per day will be recovered from contractors without any reference. The amount for penalty will be, however subject to maximum of 10% of value of the delayed work may be fixed by Ch.E.(SWM)/DMC(SWM)/Jt.MC (SWM).

## **B)** Penalty for Supply: - Deleted

- 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 (SWM)/DMC (SWM) / Jt.MC(SWM).
- 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 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.26(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 26 (A), 26 (B) or 26 (C), 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 (a) 2% of the gross amount of each bill submitted shall be deducted at source. The certificate for the same will be issued.
- **28)** It is required to submit 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 asdeemed 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) A)**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.

**B)** No Rejections and forfeiture shall be done in case of curable defects. For non curable defects bid will be liable for rejection.

## 34) Submission of e-Quotation Online:

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the ebid submission Tendering System through its web site https://mahatenders.gov.in Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enrol 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-tendering 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 Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The etoken may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Scrpt/ TCS.

Bidder then logs into the portal giving user id/password chosen during enrolment.

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

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

Applicant will upload Packet A documents in cover 1"Fee" and Packet B related Documents in cover2 "PQC" respectively. List of documents to be attached in Packet A & Packet B is mentioned below.

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 tender. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ.

If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender 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 tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

The bidder has to submit the tender 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 Tender 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 tender 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 tender opening, the bid is liable to be rejected.

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.

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.

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 eProcurement 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 thee-Tender (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 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 tendering 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) Packet Bid System:

In this system the quotationer will submit the documents in packets/folders as specified in respective bid / Quotation i.e. eligibility criteria / per-qualifying criteria etc.

## 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) Registration Certificate.
- 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 –

Fill in, stamp, sign & upload the following forms available in the e-Quotation document. The printed undertaking addressed to the Municipal Commissioner.

- 1) Annexure 'A' and Annexure 'B' duly filled and signed.
- The quotationer shall upload the Declaration Cum Indemnity Bond on Rs.500/- stamp paper as per format attached with quotation (Annexure 'C').
- Thequotationer shall upload the notarized Irrevocable Undertaking on Rs.500/- stamp paper as per format attached with quotation (Annexure 'D').
- The quotationer shallupload the Undertaking in respect of offering the best price on Rs.200/- stamp paper as per format attached with quotation (Annexure 'E').
- 5) Documentary evidence as stated in eligibility criteria (Main Point No.- 9).
- 6) The 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 BMC 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.200 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 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 BMC 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 tender. (There is no separate provision to quote rates in physical form). Note:

- i) Curable Defect shall mean shortfalls in submission such as:
  - a. Non-Submission of following documents,
    - i. Valid Registration Certificate.
    - ii. Valid Bank Solvency
    - iii. Goods and Service Tax Registration Certificate (GST)
    - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
    - v. Partnership Deed and any other documents
    - vi. Undertakings as mentioned in the tender document.
  - b. 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 tender.

## **36) JURIDICTION 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.Tr. (City)

S W M - Transport (City) Division

## **Specifications, Terms and Conditions**

1) The type of vehicles to be supplied on hire basis is A.C. Innova car or equivalent type Car

2) The vehicle shall have 'T' permit and shall comply with all RTO regulations & PUC norms prescribed by the authorities.

3) The model of the vehicle to be supplied on hire basis shall be of 2020 or thereafter. And in case of non-availability of specified vehicle, the successful tenderer may supply any of the equivalent or high-end vehicles manufactured in 2020 or thereafter, having 'T' permit and fulfilling all RTO requirements, with the permission of Executive Engineer (Transport), at the same rates.

- 4) The vehicles should be in good condition having valid fitness etc., so as to have service reliability and the vehicles supplied should be preferably "White in colour".
- 5) The vehicles will be called as per day to day requirement & in no case there will be a compulsion to hire the vehicle every day.
- 6) The quotationer will have to produce copy of R.C. Book/ T.C./ Fitness Certificate/ T permit/ PUC & other documents of the vehicle being supplied by them during the currency of contract within 3 days from the commencement of the work or as & when asked by MCGM staff for verification
- 7) The Kilo meter reading & time will start from the reporting place of M.C.G.M. duty place and will end at relieving point.
- 8) The monthly rate quoted shall include all operational & maintenance charges of the vehicle supplied like petrol / diesel, driver's pay, their wages with all allowances & breakdown repair-maintenance etc. and all incidental expenses inclusive of Parking charges, toll charges (for all the toll collection points including toll charges for using Worli Sea Link), night halt charges etc. as applicable. No allowances for drivers or other expenses shall be shown separately in the quotation.
  - 9) The contractor shall be able to show the vehicle to the staff of the Corporation whenever asked for at the time of finalization of the quotation as well as during the currency of contract.

- 10) The vehicles should be properly checked before dispatch to the user. In case of complaint from the user or poor condition of the vehicle, the contract will be terminated & the contractor will have no claim whatsoever against the Corporation.
- 11) The vehicles shall be used till the requirement of user department is completed and in no case the driver should refuse to work as per the requirement of user department.
- 12) The telephone No., Mobile No. & Names of responsible persons shall be made available to M.C.G.M. staff for day to day communication. The quotationer shall have proper communication system at their offices & residences of the concerned personnel.
- 13) A logsheet in prescribed format in triplicate shall be maintained along with the vehicle. The signature of the responsible person at the end of journey shall be obtained by the driver without which the validity of the time will not be considered. Filling the logsheet correctly completely is the responsibility of the successful quotationer.
- 14) In case of eventualities like theft/accident etc. M.C.G.M. shall not have any liability whatsoever and all claims shall have to be settled by successful quotationer only.
- 15) The staff deputed on the vehicle shall follow the instructions of user department i.e. to whom the vehicle is allotted.
- 16) The drivers provided on the Vehicles shall be neat & well mannered. They should have knowledge of roads in Mumbai.
- 17) If any day, vehicle without 'T' permit is supplied, the same will be returned & the user deptt. will hire the substitute vehicle from any other source, at the risk & cost of the contractor and the amount so spent will be deducted from the bill of the successful quotationer.
- 18) The recommended quotationer shall print the adequate number of logsheet books having each copy in triplicate as per the specimen provided by the office of Ex.E.Tr.City.
- 19) The log sheet shall be duly filled and shall be got signed only by the user.

#### 20) Penalty :-

Penalty for failure to supply the vehicles : If the contractor fails to supply the vehicle on a stipulated date, penalty of

If the contractor fails to supply the vehicle on a stipulated date, penalty of Rs. 5,000/- per day per vehicle will be imposed on the contractor.

Further, the user deptt. will hire the vehicle from the open market from the available agency at the available market price at that time, at the risk & cost of the contractor and the actual amount so paid shall be deducted from the contractor's regular bill.

Penalty for failure to make alternative : In case of breakdown of the vehicle on arrangement within 2 hours in case of breakdown of the vehicle not made within 2 hours, a penalty of Rs.2,000/- per vehicle per instance, will

Penalty, if tenderer 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 deptt.

Penalty for failure to exhibit "ON MUNICIPAL DUTY" board.

Penalty of Rs.500/- per day per vehicle will be levied.

the contractor's regular bill.

be levied and the user deptt. will hire the vehicle from the open market from the available agency at the available market price at that time, at the risk & cost of the contractor and the actual amount so paid shall be deducted from

: If the board showing "ON MUNICIPAL DUTY" is not provided, a Penalty of Rs.100/- per vehicle per day will be levied.

> Sd/-Ex.Engr.Tr.(City)

S W M - Transport (City) Division 2nd Fl.WorliGarageBuilding, Dr. E. Moses Road, Mumbai-18 Tel. 24935688/93, 24922138/60, Fax 24922166

## **ANNEXURE-A**

#### **UNDERTAKING**

To,

The Municipal Commissioner Brihanmumbai Mahanagarpalika, MahapalikaMarg,

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.

S W M - Transport (City) Division

:

:

2nd Fl.WorliGarageBuilding, Dr. E. Moses Road, Mumbai-18 Tel. 24935688/93, 24922138/60, Fax 24922166

## ANNEXURE – B

#### **DETAILS OF FIRM**

- a) Quotationer No. :
- b) Quotationer's Name
- c) Quotationer's address,
  Telephone/Mobile No.
  & e-mail
- d) Whether registered under : Yes/No B.S.T. Act, 1959 (RegistrationRegn. No. must be effective on date of quotation)
- e) Certificate in support : Enclosed/Not enclosed of (d) above if registered.

(If this format is not filled in, it will be presumed that the Quotationer is not a registered dealer)

- f) Information regarding status of tenderers/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 ofConcernCompany/Quotationer

## ANNEXURE- C

(On Rs. 500/-Stamp Paper)

#### **DECLARATION CUM INDEMNITY BOND**

2.Ideclare that I\_\_\_\_\_in capacity asManager/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 Governmentand/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, BMC is entitled to carryout 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.

## **ANNEXURE -D**

#### **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 BMC 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, BMC 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 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 - E

#### (Undertaking in respect of offering the best price)

To,

The Municipal Commissioner

For the Municipal Corporation of Greater Mumbai

Sir,

Sub :				
"I	/	We		
	(full na	me in capital		
letters, starting with surname), the F	Proprietor / Managing Partr	ner / Managing		
Director / Holder of the Business /	Manufacturer / Authorised	Dealer for the		
establishment / firm / registered company, named herein below, do hereby, state				
and declare that I / We	wh	nose names are		
given herein below in details with th	e addresses have not filled	in this tender		
under any other name or under the 1	name of any other establish	ment / firm or		
otherwise, nor are we in any way rela	ted or concerned with any $\epsilon$	establishment /		
firm or any other person, who have fille	ed in the tender for the afore	said work."		
		1		

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

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

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

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

#### QUOTATIONER'S FULL SIGNATURE WITH FULL NAME & RUBBER STAMP

(**Note:** This affidavit should be given in original, on Rs.200/- stamp paper duly notarised by Notary with red seal and registration number.)

(Dy. Ch. Engineer (Solid Waste Management) Transport)

## Draft E-Quotation Notice E-quotation bid no.- 2024\_MCGM\_1117666

The Municipal Commissioner of Brihanmumbai Municipal Corporation invites the following E-Quotation:

Name of Work	Earnest Money Deposit	E- quotatio n charges/ Scrutiny Charges	Start date & time of issue and sale of E- Quotation	Last date and time for issue and sale of E- Quotation and submission of EMD	Last Date and time for submission of Packet 'A' 'B' & 'C' online	Date and time for opening of Packet 'A' & 'B'
Supply of A.C. Innova or equivalent type car vehicle on hire basis for the use of Liaison officer of Special Observer Shri. Dipak Mishra	Rs.1,750/-	Rs.330+ 18% GST	30.10.2024 From 11:00 AM	04.11.2024 Up to 04:00 PM	04.11.2024 Up to 04:00 PM	05.11.2024 After 04:00 PM

The E-Quotation copy can be downloaded from mahatenders portal https://mahatenders.gov.inunder "e-procurement" section.

For more details, log on to https://mahatenders.gov.in

Sd/-Ex.Eng.Tr. (City)