

BRIHANMUMBAI MUNICIPAL CORPORATION

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

E-quotation Bid No -2024_MCGM_1117783_1 due date- 13.11.2024

2024_MCGM_1117784_1

2024_MCGM_1117785_1

2024_MCGM_1117786_1

2024_MCGM_1117787_1

2024_MCGM_1117788_1

2024_MCGM_1117789_1

2024_MCGM_1117790_1

2024_MCGM_1117791_1

E - Q U O T A T I O N

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

- 1) E-Quotation is invited for the supply / work of “**Supply of encroachment vehicles without labourers on hire basis for use of license deptt. for Encroachment removal action in H/E,H/W,K/E,P/S,P/N,R/S,R/N,R/C wards**” as per specifications, terms and conditions of quotation and schedule of quantities & rates.
- 2) The Quotation shall be submitted online on or before 12.11.2024 not later than 4.00 p.m. ‘A’ and ‘B’ Packet of E-quotation will be opened on 13.11.2024 after 04.00p.m. Telegraphic Quotation will not be accepted under any circumstances.
- 3) The Quotationer shall pay Earnest Money Deposit details are hereunder

Wards	H/E	H/W	K/E	K/W	P/S	P/N	R/S	R/N	R/C
EMD	3000	2950	2950	2870	2950	3000	2950	3000	2950

- 4) The Quotationer shall pay Earnest Money Deposit online upto due date and time other details are hereunder:-
 - 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.

5) 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.

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

7) 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.

8) The successful quotationer shall include free delivery at site i.e.Worli Garage or as directed by BMC.

9) Contract period:-

The Work completion / delivery period for subject work/supply is below table from the date of receipt of work order.

Wards	H/E	H/W	K/E	K/W	P/S	P/N	R/S	R/C	R/N
No.of Vehicles	2	3	3	7	3	5	3	5	3
No. of working days	55	36	36	15	36	22	36	22	36

10) Eligibility Criteria:-

i) For supply-

The Quotationer shall have the experience of completed or completed part of on-going works in respect of supply of "Public Goods Transport Vehicle" on hire.

11) Validity of the Quotation:-

The Quotation shall remain firm and valid at-least for **90 days** from the date of opening/submission.

12) The quotationer shall be registered vendor of BMC.

13) 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.

14) 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.

15) Warranty:

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.

16) 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.

17) 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.

18) 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.

19) It is essential on part of quotationer to collect complete details of spares to be supplied and /or 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.

20) For supply:-

The quotationer/bidder shall specify the make of spares/ material.

21) 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.

22) A) Penalty for work:- (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: -

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.

23) The quotationer shall give the undertaking in the sub-joined form.

24) 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.

25) The payment will be made in contractor's or supplier's account in the bank through ECS system.

26) 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.

27) 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.

- 28)** 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.
- 29)** 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.
- 30)** 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.

- 31) 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.
- 32) 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.
- 33) 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.
- 34) **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.
- 35) **Submission of e-Quotation Online:**

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid 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 e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Sctpt/ 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 the 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>

36) 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.
- 2) The quotationer shall upload the Declaration Cum Indemnity Bond on Rs.500/- stamp paper as per format attached with quotation (Annexure 'C').
- 3) The quotationer shall upload the notarized Irrevocable Undertaking on Rs.500/- stamp paper as per format attached with quotation (Annexure 'D').
- 4) The quotationer shall upload 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.

37) JURISDICTION OF COURT

- 38)** 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)

BRIHANMUMBAI MUNICIPAL CORPORATION

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.

BRIHANMUMBAI MUNICIPAL CORPORATION

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 B.S.T. Act, 1959 (Registration Regn. 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 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
of Concern Company/Quotationer**

ANNEXURE- C

(On Rs. 500/-Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do here by 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, 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.

Signature of Tenderer/Bidder

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

BRIHANMUMBAI MUNICIPAL CORPORATION

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

Draft E-Quotation Notice

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

Name of Work	Earnest Money Deposit	E- quotation 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 encroachment vehicles without labourers on hire basis for use of license deptt. for Encroachment removal action in H/E, H/W, K/E, P/S, P/N, R/S, R/N, R/C wards	Rs.3000/- H/E	Rs.330+ 18% GST	08.11.2024 From 11:00 AM	13.11.2024 Up to 04:00 PM	13.11.2024 Up to 04:00 PM	14.11.2024 After 04:00 PM
	Rs.2950/- H/W	Rs.330+ 18% GST				
	Rs. 2950/- K/E	Rs.330+ 18% GST				
	Rs.2870/- K/W	Rs.330+ 18% GST				
	Rs. 2950/- P/S	Rs.330+ 18% GST				
	Rs.3000/- P/N	Rs.330+ 18% GST				
	Rs.2950/- R/S	Rs.330+ 18% GST				
	Rs.3000/- R/N	Rs.330+ 18% GST				
	Rs.2950/- R/C	Rs.330+ 18% GST				

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

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

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

SPECIFICATION, TERMS & CONDITIONS

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

VEHICLE

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 model of the vehicles to be supplied on hire basis shall be of January 2017 or thereafter. The vehicles shall fulfill all the rules and regulation of Mumbai R.T.A. as well as the orders passed by the Hon'ble Bombay High Court in respect of admissibility of the Transport series vehicles for plying 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 B.M.C.
4. The colour of each vehicle shall be D.A. Grey. 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 successful tenderers should supply vehicle having design for match/ compatible with the vehicle used by the B.M.C. for various works related to Encroachment Removal / Enforcement of Rules and Regulations, as per the requirement of the user department.
6. 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 tender conditions.
7. If B.M.C. desires, tenderer 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.
8. The arrangement to display, "On Municipal Duty" board will be required to be made on each vehicle.
9. Tenderer shall display the information about default penalties, if instructed by B.M.C. on the vehicles.

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 wear Khaki half shirt and Khaki full pant or the uniform permitted by the user deptt. The successful bidder shall provide the identity card to the deputed drivers and that shall be properly displayed on the uniform. The driver shall be neat and clean and well-mannered and should obey the instructions of Municipal Officers / Staff. In case of complaints, tenderer will have to replace the driver.

As far as possible, the same driver should be deployed on regular assigned duty.

The driver should be conversant with the roads of Mumbai and also conversant with traffic rules and regulations.

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 B.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 B.M.C.

8. Driver muster should be maintained by the successful tenderer and the wages paid to them shall be as per latest provisions of Minimum Wages Act.

TOOLS 4.

The vehicle should have one sheet of Tarpaulin which can be used If required by the user department Each Van should have appropriate Holding arrangement with Chain & Handles. The arrangement should be made so that Attendants can easily climb up in the vehicle. The folding ladder of suitable length which can be kept in the Encroachment Vehicle should be provided.

SERVICES

1The shift period of each service shall be of 12 hours duration .The vehicles shall be generally utilized excluding Sundays and holidays. However, in case of exigencies, the vehicles shall be cater on Sundays & Holidays also, as per the requirement of the user department.

The Shift timings shall be changed or modified as directed by the Asst. Commissioner or Sr. inspector (License) of conceded wards.

The driver shall report to the concerned B.M.C.officer at ward level and follow the instructions given to him from time to time.

The services shall be generally to be provided excluding Sundays and holidays. In case of an Emergency, if the services are required on Sundays and holidays, the user department shall utilize the services on Sundays and holidays with prior approval of the competent authority i.e., Asst. Commissioner and above.

Quotationer shall upload their offer based on the above basic information. The kilometre reading and the time will start from the reporting place designated by B.M.C. and will end at the relieving point.

Vehicles deployed under contract shall deploy anywhere in the B.M.C. limit, as per the requirement of the user department. . 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 Division as follows: through the other agency/contractor appointed / available in adjacent Division at their quoted rate or

that by defaulting contractor for his Division, whichever is higher plus 15% supervision charges. OR From the outside Market, in case no agency is available in adjacent Division.

B. 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".

C. In case of accident, B.M.C. shall not shoulder any liability whatsoever and all claims first party and/or third party shall have to be settled by the successful Quotationer. Quotationer will note that the insurance for the vehicles should be Comprehensive insurance.

D. In case the contractor fails to supply the number of vehicles indented for the day, the number of vehicles thus supplied less by the contractors shall be hired from the agency available in adjacent Division as follows : In case, the successful Quotationer fails to attend to the work in whole/part as shown in the Schedule of Quantities within the prescribed time limit, the same will be got carried out by B.M.C. at the risk & cost of the successful Quotationer through the other agency/contractor appointed/available in adjacent Division at their quoted rate or that by defaulting contractor for his division, whichever is higher plus 15% supervision charges.

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

F. 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 Sr. Lic. Insp. of concerned ward) The monthly bill shall be certified by the user department and same shall be submitted to the office of E.E.(Tr.) for further processing. In this contract, the payment will be admissible for 12 hours shifts per vehicle. No payment towards extra hours and extra kilometres will be admissible & payable.

G. Mobilisation period - there is no mobilization period for supplying the Vehicles on hire basis as per the specifications specified In the tender document. The successful Quotationer will have to immediately commence the work as soon as the work order is issued.

H. The contract period is for 55 Days for H/E, 36 Days for H/W, 36 Days for K/ however, B.M.C. may reduce the contract period by giving prior notice. The successful Quotationers shall not object to the same and the B.M.C shall not entertain any demand for compensation etc. 1. The bidder shall provide the services in any Division irrespective of allotted Division, as and when required by B.M.C.

III 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. 1,500/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 deptt. Penalty of Rs.500/per shift per vehicle will belevied.
- 4) Penalty for short supply: If the contractor fails to supply the vehicles on any day, penalty of Rs. 3,000/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 Division,at their quoted rate or that by defaulting contractor for his Division, 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)asspecifications:Successful Quotationer will not be entitled for the payment for that day. In addition to this, the penalty for short supply of the vehicleshalt be imposed.

Sd/-
Ex.Eng.Tr (City)