

BRIHANMUMBAI MUNICIPAL CORPORATION
(SOLID WASTE MANAGEMENT DEPARTMENT)

Dy.Ch.E./SWM/4527/Planning dtd. 09.12.2024

Deputy Chief Engineer (SWM) Planning, 4th Floor, Khatav Market Bldg, Next to Avishkar Building, Sleater Road, Grant Road (W), Mumbai - 400007

QUOTATION NOTICE

Tender ID No. 2024_MCGM_1122387_1

The Municipal Commissioner of Municipal Corporation of Greater Mumbai invites sealed quotations from the firms dealing in the line for the following subject:-

“Development, Operation & Maintenance of Mobile App on Android Platform for Tracking the performance of Mechanical Power Sweeping & E-Sweeping Machines for the period of 1 year.”

Due date	Quotation Scrutiny Fee in Rs.	EMD in Rs.	Contract Period	Validity Period
17.12.2024	330+18%GST	4800.00	Development – 7 days & O&M- 1 Year	90 days

~~**Quotation document:** The Quotation copies are available for sale in the office of~~

~~**Deputy Chief Engineer (Solid Waste Management) Planning**
Fourth Floor, Municipal Khatav Market Building,
Opposite Avishkar Building, Khatavwadi, Sleater road,
Grant Road (W), Mumbai-400007~~

~~**Phone:- 022-23828903/23822870**~~

~~on any working day from 11:00 a.m. to 2:30 p.m. The quotation copies are available for sale up to 2.00 P.M. on due date. The quotation, duly sealed must be submitted not later than **3:00 P.M.** on _____ at the office of the **Deputy Chief Engineer (Solid Waste Management) Planning, Fourth Floor, Municipal Khatav Market Building, Opposite Avishkar Building, Sleater road, Grant Road (W), Mumbai-400007**~~

BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Mahatenders (mahatenders.gov.in)

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> for further details about the e-tendering process.

For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-22046934/22837339 from 11.30 AM to 5.00 PM on all working days . Email: support-eproc@nic.in

SPECIAL NOTE :

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON NIC PORTAL (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e- Mudhra.

sd/-
Executive Engineer
(Solid Waste Management)
Planning

BRIHANMUMBAI MUNICIPAL CORPORATION

Solid Waste Management

QUOTATION

Due Date – 17.12.2024 Time _4.00 p.m.

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To :

M/s. _____

~~Lacquer sealed quotations~~ are invited for the work of “**Development, Operation & Maintenance of Mobile App on Android Platform for Tracking the performance of Mechanical Power Sweeping & E-Sweeping Machines for the period of 1 year**” as per attached terms and conditions specifications and Schedule of quantities.

1. Quantity : 1 No.

2. Work to be carried out for vehicles in BMC Limits as per technical specifications.
3. ~~The quotation shall be enclosed in lacquer sealed envelope addressed to the Municipal commissioner of Greater Mumbai and super scribed Quotation for the supply/work of as above and delivered at the office of the Deputy Chief Engineer (SWM) Planning, 4th floor Khatav Wadi Market Building, Sleater Road, Grant Road (W), Mumbai 400 007 on _____ not later than 1.00 p.m. quotations received after this hour and date shall be returned un-opened to the quotationer. Telegraphic tenders will not be accepted under any circumstances. The quotations shall be opened on the same day immediately after 3.00 p.m.~~

sd/-

Executive Engineer (SWM) Planning.

MANDATORY CONDITIONS OF QUOTATION

The conditions stipulated below are the mandatory conditions. Quotationers(s) are requested to note that the Municipal Commissioner shall reject the Quotation if the Quotationer does not fulfill these conditions:-

- a) Does not pay the Earnest Money Deposit (E.M.D.)
- b) Does not submit duly filled Annexure, Proforma, and Undertaking etc.
- c) Does not fill in & sign and affix the stamp of the firm at three places i.e. (i) on the printed undertaking (QUOTATION FORM) addressed to "The Municipal Commissioner", (ii) the Schedule of Quantities and Rates (iii) and the Specifications in the Quotation document.
- d) Submits the conditional Quotation or stipulates hedging condition / own conditions.
- g) Stipulates the validity period less than what is stated in the Quotation.

INSTRUCTIONS TO QUOTATIONERS

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1. Quotationer shall pay the **Earnest Money Deposit of Rs. 4,800/-** The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. If such EMD is not paid, the quotation shall be treated as non-responsive and shall not be opened.
2. The Quotation form will be collected from Office of Chief Engineer (SWM) on payment of **Quotation fee Rs. 330/- + 18% GST**. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.
3. All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor.
4. Quotation documents dully filled must submitted in a sealed envelope on due date.
5. Any addition or alteration, if carried out in the contract specification or in the schedule of the Quotation, same will render the Quotation invalid.
6. The Quotation, which is not duly signed at specified places, will be rejected.

7. Quotationers shall invariably state the names and address (Office as well as Residential) of all the partners, Name of the Bank, Branch and Account No. in the Quotation form.

8. The Quotation/s shall be valid for a period of **30 days**.

9. Quotationer/s shall submit the following Undertakings separately on Rs.500/- stamp Paper in Original, as per the prescribed formats along with their offer.

A) Annexure D : Undertaking Cum Indemnity Bond.

B) Annexure E : Undertaking in respect of offering the Best Price.

10. **Taxes & Duties**

GST and other state levies / cess which are not subsumed under GST will be applicable. The quotationer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any taxes & duties.

Wherever the services to be provided by the quotationer falls under **Reverse Charge Mechanism**, the price quoted shall be exclusive of GST, but inclusive of taxes / duties / cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates: increase in taxes / any other levies / tolls, etc except that payment / recovery for overall market situation shall be made as per Price Variation.

“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the “Anti Profiteering Measure”(APM).

As per the provision of this section, “Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to recipient by way of commensurate reduction in prices”.

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to BMC.

Further, all the provisions of GST Act will be applicable to the quotation.

Note: Quotationers should note that the lowest quotationer shall have to submit Annexure F (Irrevocable Undertaking) on Rs.500/- Stamp Paper, duly notarized.

11. **Period of delivery** of articles / completion of work shall be as follows :-
Development – 7 days date of receipt of the work order/LOA and O&M 1 year from the date of development.

12. Terms of payment:-

- 50% of the payment quoted by the bidder will be paid after successful commissioning of the app and its 100% functionality over our VTMS portal as per specifications mentioned above.
- Remaining 50% of the payment will be paid as equated monthly payment for 12 months.

12A. The Quotationers /Contractors should quote the Banker's Name, Branch and Account Number as submitted at the time of Vendor Registration, so that the payment will be made through E.C.S./R.T.G.S./N.E.F.T./C.B.S. in Contractor's/Suppliers' Account in their respective Branch of the Bank. (In case there are changes, the Contractors/Suppliers shall have liberty to inform the necessary changes so far as Account Nos. and names of the Bank are concerned). Circular No. CA/FCH/35 of 07.07.1982.

13. Intending Quotationers are informed that the payment of the bills and other claims arising out of the contract will be made in the name of their bank. Successful Quotationer, therefore will have to furnish the information as regards the name and complete address of their bank, its branch and their bank A/c. No. etc. along with the Quotation documents. They will also have to submit fresh information when there is any change in this regard.

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 the quotationers.

15. **Guarantee/Warranty:**

a) The successful quotationer shall have to furnish a free maintenance guarantee (on the Municipal prescribed form affixed with Special Adhesive Stamp of Rs.100/- thereon) for 36 calendar months from the date of supply / commissioning of completion of the work for any manufacturing defects or faulty workmanship. Any defect is noticed within the guarantee period and intimated to the contractors, they shall rectify the same free of cost.

b) The successful Quotationer shall enter into a written contract with Municipal Commissioner in the Municipal prescribed form. The requisite legal and stationery charges for preparation of the contract agreement shall be payable by the successful Quotationer. The requisite legal and stationery charges for the preparation of the contract at Rs. Are shown below :-

Contract Value

Legal and Stationery Charges

Up to Rs. 50,000/-	NIL
Rs.50,000/- to Rs. 1,00,000/-	Rs. 5710/-
Rs. 1,00,001/- to Rs. Rs. 3,00,000/-	Rs. 9430/-

Stamp Duty applicable as below:-

For contract value up to Rs.10,00,000/-	Rs.500/-
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c) The Successful Contractors shall pay contract deposit / security deposit in the form of cash/ DD/BG amounting to 5% of contract value within 15 days of date of issue of Work Order. The 5% of contract value submitted by the contractors as security deposit, shall be returned/refunded after warranty and/or free maintenance period is over, with satisfactory performance.

d) In case of Bank Guarantee, the validity of the same shall include the period of guarantee of the supply/work from the date of satisfactory supply of articles / completion of the work.

e) The Quotationers 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.

16. Penalty / Compensation for delay :

If the contractor fails to complete the works and clear the site on or before the contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as greed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which ompletion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term "Contract Value" shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

- a) Completion Period (originally stipulated or as extended) not exceeding 3 days. No penalty.
- b) Completion Period exceeding 3 days but less than FOUR WEEKS): **to the extent of ½% per week subject to maximum 2.5 % of the contract cost.**

- c) Completion Period exceeding FOUR WEEKS: **Work will be cancelled and EMD forfeited. Further penal action shall be taken as per BMC rules, prevailing in such matters.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

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

- d) Penalty for inferior supply from defaulting contractors / suppliers: - In case the contractors, at any time, during the continuance of these present supply any of the material mentioned in schedules is rejected because of inferior quality, **the Commissioner's reserves right to levy penalty for such inferior supply from contractors not exceeding 20% of the cost of supplied material.**

17. a) Firms with common proprietor/ partner or connected with one another either financially or as principal and or agent or as Master and servant or with proprietor/ partners closely related to each other such as husband, wife, father / mother and minor son / daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.

b) If it is found that firms have given Quotations separately under different names for the same contract all such Quotations shall stand rejected and Earnest Money Deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishment shall be liable at the discretion of the Municipal Commissioner for further penal action including black listing.

c) If it is found that closely related person have submitted separate tenders/quotations under different names of firms/ establishments but with common address for such establishments/ and/ or if such establishments / firms, though they have different addresses are managed or governed by the same person/ persons jointly or severally, such Quotation shall be liable for action.

If after award of contract, it is found that the accepted tenderer/quotationer violated any of the Clauses, 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 firm/ establishment.

18. Jurisdiction of Court :

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

19. Quotationer/s shall have to submit 'Certified copies' of the following documents along with the Quotation.

- a) GST Registration Certificate with SAC / HSN code.
- b) Receipt of payment towards EMD.
- c) Latest partnership Deed, in case of Partnership firms.
- d) Power of Attorney, duly registered with BMC Accounts Office.
- e) list of works/supply, carried out earlier and the names of Agency/Department through which or for which the works were carried out and/or supply was made, if asked for.
- f) List of skilled staff, who is going to execute the work at site, if asked for.
- g) Full name and qualifications and other details of the supervisor to be appointed by the contractor at site for the supervisory staff, if asked for.
- h) Registration certificate, if he is a Municipal Registered Contractor.
- i) Irrevocable Undertaking in the format of "Annexure F" (on Rs.500/- Stamp Paper duly notarized) /or pay online by visiting website www.mahakosh.gov.in link gras.mahakosh.gov.in.)
- j) Declaration cum Indemnity Bond, in the format of Annexure "D" on Rs.500/- Stamp Paper) /or pay by visiting website www.mahakosh.gov.in online link gras.mahakosh.gov.in.).
- k) Undertaking for Best Price in the format of Annexure "E" (on Rs.500/- Stamp Paper duly notarized) /or pay by visiting website www.mahakosh.gov.in online link gras.mahakosh.gov.in.)

20. The Quotation may be considered incomplete and invalid unless

1) It is signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following three places.

- a) The printed undertaking addressed to the Municipal Commissioner.
- b) The Schedule of quantities and rates and
- c) The Specifications.

2) The name & address of all partners are given in the space provided thereof.

3) Copy of PAN duly attested is produced along with the quotation.

- 4) A certified copy of GST registration certificate produced along with the Quotation.
- 5) Past performance report is furnished, if asked for.
- 6) The drawing, literature, brand name, make etc. are furnished, if asked for.
- 7) The Registered Contractors of M.C.G.M. shall submit attested copy of the Registration Certificate with an appropriate class/ category is furnished, in case of quotation for supply.
- 8) The latest copy of power of Attorney / Partnership deed.
- 9) Annexure 'A' and Annexure 'B' duly filled in and signed.

21. **Insurance:**

As per Maharashtra Government G.R.No. GEN/1998/1357/Pra Kra-166/98/ UDD-24 of 03.11.2003, the contractor shall execute third party insurance of the contract work from the Directorate of Insurance, Maharashtra State & submit supporting documents to that effect after award of the contract.

22. **Refund of Earnest Money Deposit (EMD).**

- a) After opening of the quotation, the Earnest Money Deposit of other quotationers except first two lowest responsive quotationers will be returned without waiting for any request from the bidders.
- b) After issue of Acceptance Letter of contract for first lowest responsive quotationers, the Earnest Money Deposit will be refunded to second lowest responsive quotationers without any request in writing.

23. **Evaluation of Quotation / tender :**

The offers will be evaluated on basis of lowest grand total of all items in the in the Schedule / Bill of Quantities & Rates. The offer will not be divided ad per individual item in the offer.

sd/-

Executive Engineer (SWM)Planning

Annexure 'A'

- a) Quotation No. : Dy.Ch.E/_____/ SWM/Pl dtd _____
- b) Quotationer's name :
- c) Quotationer's address ;
& Telephone No(s).
- d) Whether registered under : Yes / No
GST Act (Registration
must be effective on date of
Quotation)
Reg.No. :-
- e) Certificate in support : Enclosed / Not enclosed.
Of (d) above if registered.
- f) Banker's Name and Branch : _____
Account No. SB/CB _____

Signature of Quotationer

Trading under the name
and style of

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

Annexure 'B'

Information regarding status of Quotationer

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

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

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

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

Signature of authorized person
of concern / company

**Trading under the name
and style of**

MUNICIPAL CORPORATION OF GREATER MUMBAI

To,

The Municipal Commissioner
Municipal Corporation of Greater Mumbai,
Mahapalika Marg,
Mumbai 400 001.

Sir,

I/We read all the terms and conditions in the above notice and accept the same.

“I/We

_____ (Full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of Business, for the establishment/firm/registered company, named herein below, do hereby quote _____

_____ for the “.....” as per the specifications referred to and laid down in quotation and signed by me/us”.

I/We _____ do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this Quotation under any other name or under the name of any other establishment/firm or otherwise, now are we in any way related or concerned with the establishment/firm or any other person, who have filled in the Quotation for the aforesaid work.”

I/We _____ have filled in the accompanying Quotation with full knowledge of 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 instructions and directions given in this tender/ quotation.

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

Yours faithfully,

**Quotationer's Signature
and office stamp**

**Trading under the name
and style of**

Quotationer's full address
and telephone No(s) if any :

M/s. _____

Annexure 'C'

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.

35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

Annexure 'D'

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

4) 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 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

ANNEXURE “E”

Undertaking for best price

(As per circular u/no. DMC / CPD / OD / 15 Dtd. 06.05.2013 , to be submitted along with the quotation on stamp paper of Rs. 500/- duly notarized by notary with red seal and registration number)

Quotation No. _____

To, The Municipal Commissioner

For the Municipal Corporation of Greater Mumbai

Sir ,

“I / We(Full Name in capital letters starting with surname), the Proprietor / Managing Partner / Managing Director / Holder of the Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company , named herein below , do hereby , state and declare that I/We ----- whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment / firm or otherwise , nor are We in any way related or concerned with any establishment / firm or any other person , who have filled in the tender for the aforesaid work.”

“ 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 here by undertake and commit that we have not offered / supplied the subject product / similar product / system or sub system 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 the BMC 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 instructions and directions given in this behalf in this tender.

I / We further agree and undertake that in the event 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 inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground 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, differential logistic of transport etc. Considering this aspect, before invoking the penalty, black-listing, I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has been arisen. In case if the explanation submitted by me / us is unsatisfactory then action including forfeiture of despite and black-listing may be taken against me/us.

**Quotationer's full Signature with full name
& address with rubber stamp.**

Annexure F

(On Rs. 500/- stamp paper duly notarized)

Irrevocable Undertaking

(As per circular u/n.CA/F/PROJECT/19/DATED.15.09.2017)

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 the GST Counsel.

3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.

4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our won knowledge & belief. Solemnly affirmed at

This day of

DEPONANT

Interpreted Explained and

Identified by me

BEFORE ME

Annexure "G"

BANKERS GURANTEE IN LIEU OF CONTRACT / SECURITY DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN
THE _____ BANK incorporated under the English/Indian
Companies Acts and carrying on business in Mumbai (hereinafter referred to as
'the bank' which expression shall be deemed to include its successors and
assigns)of the first part _____
_____ inhabitants carrying on business at
_____ in Mumbai under the style and name of Messer's
_____ (hereinafter referred to as 'the consultant') of the second part
Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter
referred to as 'the commissioner' which expression shall be deemed, also to
include his successor or successors for the time being in the said office of
Municipal Commissioner) of the third part and THE MUNICIPAL CORPORATION
OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth
part WHEREAS the consultants have submitted to the Commissioner tender for
the execution of the work of
" _____ and the terms of such
tender /contract require that the consultants shall deposit with the
Commissioner as/contract deposit/ earnest money and /or the security a sum of
Rs. _____ (Rupees _____) AND WHEREAS if and when any
such tender is accepted by the Commissioner, the contract to be entered into in
furtherance thereof by the consultants will provide that such deposit shall
remain with and be appropriated by the Commissioner towards the Security –
deposit to be taken under the contract and be redeemable by the consultants, if
they shall duly and faithfully carry out the terms and provisions of such contract
and shall duly satisfy all claims properly chargeable against them there under
AND WHEREAS the consultants are constituents of the Bank and in order to
facilitate the keeping of the accounts of the consultants, the Bank with the
consent and concurrence of the consultants has requested the Commissioner to
accept the undertaking of the Bank hereinafter contained, in place of the
contractors depositing with the Commissioner the said sum as earnest money
and /or security as aforesaid AND WHEREAS accordingly the Commissioner has

agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. _____(Rupees _____)under the terms of the said tender and /or the contract .The B.G. Is valid up to _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer's _____

address _____

have here into set their respective hands the day and year first above written. **The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.**

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGEMENT DEPARTMENT

Sub:- “Development, Operation & Maintenance of Mobile App on Android Platform for Tracking the performance of Mechanical Power Sweeping & E-Sweeping Machines for the period of 1 year.”

Technical Specifications

SWM Dept. of BMC is utilizing Mechanical Power Sweeping Machines to clean the roads in Mumbai. To check the performance of these machines a “Vehicle Tracking & Management Software” is being run. On this portal machines are tracked based on the GPS Modules. The portal gives MIS about route of the machines and their speed on the assigned route. However now the dept. wants to have images of the work carried out by the Mechanical Power Sweeping Machines.

BMC therefore want to develop an android based app. which can enable the user to take geo tagged photos with time stamp and upload the images to a central / cloud server. From there the images will be pulled by the BMC’s existing portal and will be superimposed on the route shown on the portal.

The brief specifications of the work are as mentioned below. Prospective bidder may visit this office on any working day by taking prior appointment so that they can be shown the activities being carried out on the existing VTMS Portal.

Office of Dy.Chief Engineer (Solid Waste Management) Planning

4th floor, Khatav Market Building,
Naushir Bharucha Marg, Sleater Road,
Opp. Grant Road Station (West),
Mumbai-400 007

1. Successful bidder shall develop a mobile phone based app on android platform which shall able to take geo tagged photos with time stamp.
2. Since this app will be for private circulation, there is no need to host the app on playstore. Successful quotationer shall give apk file of the app so that it can be installed on the user’s mobile phone.
3. There will be approximately 50 users for the system.
4. Each user shall have its own user id & password.
5. Photos thus taken shall able to display the user’s credential.
6. Right now this system is being developed for 11 nos. of machines. However, it might be possible that same can be used for not more than 50 nos. of machines.
7. User after logging in to the system shall select the vehicle number from the list and then start capturing images.
8. The machines run for a shift of 08 Hrs. It is therefore presumed that for every shift of 08 Hrs. approximately 25 Nos. of images will be captured per machine per shift.
9. The application shall have a functionality wherein when there is no network the application shall able to store the photos in the device and upload / sync whenever the network is available.

10. The application shall employ some compression technic so that image size shall not be greater than 500 KB.
11. The images so taken shall be uploaded with Vehicle No., GPS Co-ordinates, time stamp and user credentials to a central / cloud server.
12. The successful bidder shall provide an API to our existing vendor who is operating the VTMS portal in order to fetch the images and plot on the route of the vehicle generated in our VTMS portal.
13. In the eventuality of our existing vendor getting changed with new VTMS Portal, the successful bidder shall have to give fresh API to that vendor over the contract period of one year.
14. The storage size of the server shall be such that images for a period of one year for all the vehicles shall remain accessible.
15. After completion of the contract period the data shall be handed over to BMC.
16. The successful bidder shall employ all standard security protocols prevalent in the IT Field for protection of the data.
17. The delivery period for the work is 07 days from the date of receipt of LOA which includes development of the app., delivering the API to our vendor for integration with the portal and successful commissioning to view the images over our portal on real time basis.
18. Successful bidder shall maintain the app. for a period of one year thereafter.
19. Successful bidder shall quote for the work as per specifications mentioned above.
20. Penalty : - Mobile App should function smoothly throughout the contract period. If app stops working, penalty of Rs. 100 per day per instance will be imposed.
21. Payment:-
 - 50% of the payment quoted by the bidder will be paid after successful commissioning of the app and its 100% functionality over our VTMS portal as per specifications mentioned above.
 - Remaining 50% of the payment will be paid as equated monthly payment for 12 months.

sd/-
Ex.Eng.(SWM) Planning

MUNICIPAL CORPORATION OF GREATER MUMBAI
SOLID WASTE MANAGEMENT DEPARTMENT

Sub:- “Development, Operation & Maintenance of Mobile App on Android Platform for Tracking the performance of Mechanical Power Sweeping & E-Sweeping Machines for the period of 1 year.”

Bill of Quantities & Rates

Sr.No.	Description	Qty. (Nos.) (A)	Rate per Nos. (B)	Amount (Rs.) (C) = (A) X (B)
1.	Development, Operation & Maintenance of Mobile App on Android Platform for Tracking the performance of Mechanical Power Sweeping & E-Sweeping Machines for the period of 1 year as per technical specifications.	1		
			Sub Total	
			GST 18%	
			Total	

Quotationer's Signature
with rubber stamp.