BRIHANMUMBAIMUNICIPAL CORPORATION

Office of Asst. Commissioner K/East Ward Gundavali,Azad Road, Andheri (E), Mumbai – 400 069. Fax No. 022 26832466

Spot Quotation Notice

The BRIHANMUMBAIMunicipal Corporation intends to Hiring labours for painting of curb stone and dividers / central medians at various road in 'K/E' ward. The Assistant Commissioner, K/East Ward, invites spot quotations from the firm dealing with the below mentioned description at K/East ward:-

Sr. No.	Description	Contract Period	Min. Reserved Bid	Amount of EMD	Cost of Blank qoutation form
1	Outsourcing Labourers (12 Labours per day or as per requirement of Engineer in Charge)	4 Months	Rs. 282828/-	Rs. 6000/-	Rs 220 + GST

The blank quotation forms will be available with Head Clerk (Expenditure), K/East Ward from 02/08/2022 to 04/08/2022 working day between 11.00 a.m. to 4.00 p.m. on payment of Rs. 220/-+ GST.

The sealed quotations should reach to the office of the Assistant Commissioner, K/East Ward on due date i.e. 05/08/2022 up to 03.00 p.m. Quotations will be opened on the same day at 4.00 p.m.

The quotationer should submit EMD of Rs. 6000 /- by pay order/demand draft along with quotation in sealed envelope. Pay Order / Demand draft should be drawn in favour of Municipal Corporation of Greater Mumbai payable at Mumbai.

Quotation document shall not be sent by post.

Sd-**Asstt. Commissioner K/E Ward**

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General Stipulations:

- ❖ Bidders are requested to read carefully the offer form/quotation notice, visit the respective sites and read the following directions, the terms and conditions of the contract and sign the form of quotation, annexure, etc., after making appropriate entries wherever necessary.
- ❖ All entries should be in clear writing and legible. Any corrections made by the bidder in his entries must be attested by the signatory. Offer containing erasures or alterations not so attested or written in illegible form are liable to be rejected. The offer shall be firm and no variation will be allowed on any account.
- The bidder is requested to produce along with this offer the attested photo copies of Income-Tax "PAN" Card not below the rank of Gazatted officer or officer not below the rank of Asst. Engineer of MCGM, without this, his offer will be rejected. Further, the vendor shall be a provide GST Registration number.
- ❖ Each offer/quotation must be accompanied by a deposit receipt as E.M.D. of Rs. 6000/- which shall be in the form of Demand Draft / Pay Order and will be returned to the bidder if his offer/quotation is not accepted.
- ❖ If the offer of 1st Highest bidder is accepted by M.C.G.M but for one or the other reason if 1st Highest bidder does not respond to M.C.G.M within stipulated time period, then amount of E.M.D. will be forfeited. However, if 2nd highest bidder accepts the highest offer of the first highest bidder then the contract will be allotted to that 2ndHighest bidder.
- All the applicable charges/taxes/cess/service tax / GST etc. shall be borne by the bidder(s).
- ❖ In the event of offer being accepted, the contract must be signed by all the members of the firm present in Mumbai and should one or more partners be absent, the signatory must produce a power of attorney, authorizing him to sign on behalf of all the partners.
- ❖ In case of joint stock Company, the contract must be signed by the two Directors with the common seal of the company, if any or by the Managing Director or by a person having a power of attorney to sign the contract. This power of attorney must be registered in the office of the Chief Accountant.
- Successful bidder shall require to execute the contract within fifteen days of the receipt of the intimation to execute the contract. Failing to execute contract within fifteen days from receipt of contract documents shall be deemed to have committed a breach of the undertaking given by them in their offer, and the Municipal Commissioner may forfeit the E.M.D. The bidders will also be debarred from participation in future spot quotation/ e-tenders invited during next Three (3) years.
- The Commissioner does not bind himself to accept the highest or other offer.
- Offer documents are not transferable.
- ❖ In the event of dispute the BrihanmumbaiMunicipal Corporation and the Contractor, the dispute would be subject to the jurisdiction to the courts in Mumbai.

- If any bidder does not fulfill the mandatory conditions stated in the offer documents his offer will be rejected.
- ❖ BrihanmumbaiMunicipal Corporation reserves the right to accept / reject any or all offer and to annul the e-quotation process at any time prior to award of contract, without thereby incurring any liability to the affected offerer(s) or any obligation to inform the affected offerer(s) of the grounds for the Employer's action.

Terms and Conditions of the Contract:

- 1. In the event of agency committing breach in the observance and performance of the terms and conditions, the advance license fees & security deposit amount will be forfeited by the Municipal Commissioner.
- 2. The agency shall pay all rates, taxes, assessment & service tax whatsoever which are payable or may hereafter be levied and payable to the Government, Municipal Corporation or any other authority as applicable.
- 3. The agency shall not engage or employ any person suffering from any disease, contagious, infections or otherwise dangerous to human life and health.
- 4. The agency shall at all times duly observe the provisions of employment of children Act XXVI of 1938 and any other similar Acts and any re enactment or modification of the same and will not employ or permit any person to do any work on the car and parking space in contravention of the provisions of the said Acts.
- 5. The agency shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by the Municipal Commissioner in this behalf.
- 6. The agency shall not assign, sublet or transfer the benefits and the privileges of the contract hereby granted or any part thereof or any interest therein to any person or persons.
- 7. The agency shall carry on the work of fulfilment of his/their obligation undertaken by them to the entire satisfaction of the Corporation. The agency shall be responsible totally for all activities on site including those of their employees temporary or otherwise. The agency shall also be held responsible for any misbehaviour over charging or illegal activities etc. done by them or their employees during manual operation of site.
- 8. The agency shall keep the Corporation, their Officer and servants harmless and indemnified from and against all losses, suits, damages, costs, charges and claims, and demand, whatsoever including claim under the Workmen's Compensation Act, 1924, their Officer or servants may sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the Corporation whether resulting directly through any accident or otherwise to life or property. The agency shall submit the copy of workmen's compensation insurance policy from Directorate of Insurance, Maharashtra State.
- 9. In case of any dispute or question, the Municipal Commissioner's decision shall be final and binding upon the agency.
- 10. The agency shall be binding upon all the contract laws/ Acts.
- 11. The agency shall provide labourers as per instructions of B.M.C.staff.
- 12. The shift of labourers will be minimum 08 hrs in any shift as per instructions of B.M.C. staff.

- 13. In the event of breach of any of the terms and conditions of this agreement by the agency the Additional Municipal Commissioner or any other Officer appointed on his / her behalf shall be at liberty to revoke contract with 7 (seven) days notice or penalty will be imposed in case of such observation / default.
 - Committed breach of any of the terms of contract or
 - Has failed to comply with the instruction issued by Corporation or his authorized officer or
 - Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the contract or
 - Non courteous rule behaviour with the travellers / customers or
 - In case the agency is found charging any rates other than prescribed by B.M.C.
 - In case the agency is found sublet or transferred the benefits and the privileges of the contract hereby granted or any part thereof or any interest therein to any person or persons or agency his contract will be terminated.
- 14. The agency shall be liable to pay the penalty in case of:

Sr. No.	Description	Penalty
1.	Non provision of Labourers	Rs. 500/-per Labour per shift
2.	Non provision of Labourers per spot	Rs. 5000/- per shift per spot

The agency shall pay penalty amount mentioned in the penalty letter within 7 days of issue of penalty letter failing which same will be recovered from security deposit. No further -correspondence will be entertained in this respect.

-Sd-**Asstt. Commissioner K/E Ward**