

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

## **Draft Quotation**



**Name of Work** : Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.

**Quotation ID** : 2024\_MCGM\_1000028

**Website** <http://portal.mcg.gov.in/tenders>  
<http://mahatenders.gov.in>

**Office of the:** Executive Engineer ( M & E) Panjrapur ,  
Administrative Building,1st Floor,Water Treatment Plant,Panjrapur,  
Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309005/22  
Email :- [eemnepjppc.he@mcgm.gov.in](mailto:eemnepjppc.he@mcgm.gov.in)

Prepared by

Checked by

Verified by

Approved By

Sd/-

Sd/-

Sd/-

Sd/-

**SE (STM)  
Panj**

**AE (STM)  
Panj**

**EE (M & E) Panj**

**Dy.HE (PPC)**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**No. Dy.H.E. / P.P.C./ dated**

**E-QUOTATION NOTICE**

<b>Name of Work:-</b>	Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.
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The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-QUOTATION on "Item rate" basis in Packet 'A', and 'B' system for the aforementioned work from the quotationer which are reputed, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies.

**Bidding Process will comprise of TWO stages.**

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & also with Mahatenders & obtain login credentials to participate in the online bidding process. (The application form for BMC vendor registration can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of Rs.1000+18% GST.

- i) To download the application form, for those applicants not having vendor registration, vendor registration at the office of Chief Account (CPD), Byculla Bakariadda, Mumbai (**Note- Online vendor registration is available on BMC's portal <http://portal.mcgm.gov.in>**)
- ii) Followed by Mahatenders login ID and password to be obtained from Mahatender portal <https://mahatenders.gov.in>
- iii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	Estimated Cost of Project
<b>Stamping, calibration, periodical servicing &amp; preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.</b>	24 months	Not Applicable being item rate quotation

While submitting duly filled quotation document on mahatender, quotationers needs to pay total EMD amounting to Rs. 2,500.00 out of which quotationer has to pay 10% E.M.D. online through <https://mahatenders.gov.in> i.e. Rs. 250/- (RUPEES TWO HUNDRED AND FIFTY ONLY) & remaining 90% EMD i.e. Rs. 2,250/- (RUPEES TWO THOUSAND TWO HUNDRED AND FIFTY ONLY) in the form of Demand Draft (DD) payable to Brihanmumbai Municipal Corporation (BMC) shall be submitted physically to Head Clerk (Account) of Dy.H.E. (P.P.C.) on the next working day of quotation submission and before opening of packet A during office hours. EMD is refundable in accordance to the relevant clause of quotation document, except in the case of the selected quotationer who's Bid Security/EMD shall be retained. The quotationers will have to provide Earnest Money Deposit through the payment gateways and in form of Demand Draft as mentioned above while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit in the both forms as mentioned above. The quotation is available on e-Procurement System of Government of Maharashtra (Mahatenders) <https://mahatenders.gov.in>. as mentioned in the Header Data of the quotation.

As per TWO Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A (fee/ pre qualification cover) & Packet B (Finance cover). Packet A & B shall be opened on dates as mentioned in header data. All the responsive and eligible quotationers if they so wish can be present at the time of opening of quotations, in the office of Dy. Hydraulic Engineer (Pise-Panjrapur Complex). The Packet B shall be opened if quotations submission in Packet A satisfies/includes all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the quotations are as shown in the Header Data. If there are any changes in the dates the same will be displayed on e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

The Applicants interested for the above referred works may contact the Executive Engineer (M & E) Panjrapur at the following address on any working day during office hours.

Office of:	Executive Engineer ( M & E) Panjrapur Administrative Building, 1st Floor, Water Treatment Plant,Panjrapur,Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309005/ 22 Email :- <a href="mailto:eemnepjppc.he@mcm.gov.in">eemnepjppc.he@mcm.gov.in</a>
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The applicants may wish to visit the site under reference located at Panjrapur, Post: Vadapa, Tal: Bhiwandi, Dist:Thane and can collect the information of the present status from the department who have invited the quotations.

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 e-procurement system of Government of Maharashtra (Mahatenders) (<http://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-quotation process, can be availed by dialing help-desk number 022- 22046934/22837339 from 11.30 AM to 5.00 PM on all working days . Email: [supporteproc@nic.in](mailto:supporteproc@nic.in)

**SPECIAL NOTE** : quotationers 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 etendering 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 (M&E) Panjrapur**

## HEADER DATA

Quotation Document No.	2024_MCGM_1000028
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.
Scrutiny Fee	Rs. 354/- (Rs. 300+18 % GST) (As per note below)
Quotation Security Deposit/ EMD	Rs.2500/- (10% E.M.D. Pay online to MAHAPORTAL i.e. Rs. 250/- & 90% EMD i.e. Rs. 2,250/- in the form of Demand Draft (DD)) shall be submitted physically to Head Clerk (Account) of Dy.H.E.(P.P.C.) before opening of packet A.
Date of issue and sale of quotation	08/02/2024 from 13:00 Hrs
Last date & time for sale of quotation	14/ 02/2024 upto 12:00 Hrs
Submission of Packet A & Packet B (Online) & (Receipt of EMD)	14/ 02/2024 upto 16:00 Hrs
Opening of Packet A (Fee/ Pre-Qua Cover)	15/ 02/2024 after 16:10 Hrs
Opening of Packet B (Finance cover)	16/02/2024 after 15.00 Hrs
Address for communication	Executive Engineer ( M & E) Panjrapur Administrative Building, 1st Floor, Water Treatment Plant,Panjrapur,Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309005/22 Email :- <a href="mailto:eemnepjppc.he@mcmg.gov.in">eemnepjppc.he@mcmg.gov.in</a>
Venue for opening of Quotation	On line in Dy.H.E. (P.P.C.)'s office.

**Note** :As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the quotationers shall have to pay the scrutiny fee with GST. It is to be paid at CFC centre after opening of Packet A and before opening of Packet B, by obtaining challan from respective section.

**This quotation document is not transferable.**

The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/-

**Executive Engineer (M&E)  
Panjrapur**

## **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**E-quotations are invited for the Sub - "Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years" as per attached terms and conditions, specifications & schedule of quantity etc.**

1. The forms of quotation documents are available on the e-Tendering website <https://mahatenders.gov.in>. The proposed quotationers shall have to download quotation form, from the website mentioned above. The quotationer has to fill in online format and upload information regarding quotation online. Also, he has to download the quotation application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
2. For purchasing the quotation documents, the quotationers shall have to get registered with **e- tender portal (<https://mahatenders.gov.in>)** for the e-tendering process and obtain login credentials to participate in the online e-quotation process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>. The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price in packet 'B'.
3. The quotationers interested for the above referred works may contact the Executive Engineer (M&E) Panjrapur at the following address on any working day during office hours.

**Office of:** Executive Engineer ( M & E) Panjrapur  
Administrative Building, 1st Floor, Water Treatment Plant, Panjrapur, Post : Vadpa, Taluka : Bhiwandi, District : Thane, Pin Code No. 421302.  
Phone No. 02522 309005/ 22  
Email :- [eemnepjppc.he@mcgm.gov.in](mailto:eemnepjppc.he@mcgm.gov.in)

4. The quotationer has to pay **Scrutiny Fee of Rs 300+ 18 % GST (9 % CGST+ 9 % SGST)** (As per Circular No. CA/FRG/03/dt.11.05.2023) in any CFC of BMC by challan, after opening of packet A, challan shall be collected from above mentioned office. The copy of the Scrutiny Fee paid receipt shall be submitted in the above office address.
5. While submitting duly filled quotation document through <https://mahatenders.gov.in>, The quotationer shall pay 10% of EMD/Bid security through payment gateways of GOM on URL <https://mahatenders.gov.in> & the remaining 90% of EMD/Bid security by the way of D.D. payable to BMC. The quotationers shall upload the screenshot of receipt of online payment (i.e. 10% EMD) & scanned

copy of D.D. (i.e. 90% EMD) along with the bid submission, more particularly as a part of packet A. After submission of bid, the quotationers shall submit the original D.D. for 90% EMD in the office of Deputy Hydraulic Engineer (PPc) Panjrapur, at least one day prior to the opening of packet A, failing which quotationer will be considered as non-responsive & 10% EMD

will be forfeited. Any other charges and penalties that may become applicable will be recovered from the 90% EMD/Bid security paid to BMC by way of D.D. and balance amount will be refunded after opening of packet -B.

6. The Quotation shall be outrightly rejected if it is not accompanied by the Earnest Money Deposit in the both forms as mentioned above.

**7. Post-Qualifying Criteria (Eligibility):**

**1.1 Technical Capacity (For Routine Work)**

The Quotationer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied

**a) Three similar completed works each** of value not less than the value equal to **Rs. 72,840/-**.

**OR**

**b) Two similar completed works each** of value not less than the value equal to **Rs. 84,980/-**.

**OR**

**c) One similar completed work** of value not less than the **Rs. 1,21,400/-**.

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

**1.1.1 The Quotationer shall have latest valid license issued by the competent authority, Controller of Legal Metrology, Govt. of Maharashtra confirming to Maharashtra Legal Metrology (Enforcement) Rules 2011.**

**1.2 Financial Capacity**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' ~~(in all classes of civil engineering construction works only)~~ shall be **Rs. 5,78,850/-** during **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum;

calculated from the date of completion to last date of receipt of applications for tenders.

### 1.3 Similar Experience:

For assessing the technical capacity of similar nature of works means The Quotationer shall have satisfactorily executed the work of stamping/calibration/servicing/ maintenance of weighing machine The license should be valid during execution of the work.

Documentary evidence shall be submitted along with the quotation failing which the quotation shall be treated as non-responsive

8. The quotationer shall upload all the pages of the documents and every relevant information / certificates / literature etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled in completely otherwise they shall be out-rightly rejected and 10 % EMD shall be forfeited.
9. The mandatory documents are as under.

**The Packet "A" shall contain scanned certified copies of the following documents, upload with quotation documents.**

- 1) The printed undertaking in draft quotation addressed to the Municipal Commissioner. (**Undertaking-I**)
- 2) The specifications / data sheet
- 3) Information form (**Undertaking-II**) (Name and the address of all the partners shall be given in the space provided thereof).
- 4) The copy of the **Pan card along with the photograph** shall be provided.
- 5) A document in support of **Registration under GST Act 2017**.
- 6) Partnership Deed / Registered power of attorney and any other documents
- 7) Scan Copy of a)10% online EMD receipt.  
b)D.D having 90% EMD amount.
- 8) ASD if applicable.
- 9) Adequate submission of documents as per **technical & financial criteria** as per PQC.
- 10) The undertaking on Rs.200/- stamp paper proforma for **Best price** duly notarized.
- 11) Undertaking cum **Indemnity Bond** on Rs.200/- stamp paper.
- 12) **EPF & MP Act** and **ESIC Act** on Rs.200/- stamp paper each.
- 13) Irrevocable Undertaking (on Rs.500/- Stamp Paper notarized)

**Note:-**

**i) Curable Defect shall mean** shortfalls in submission such as:

- a. Non-submission of following documents,
  - i. GST Certificate.
  - ii. Certified Copies of PAN documents and photographs of individuals, owners, etc
  - iii. Partnership Deed and any other documents
  - iv. Undertakings as mentioned in the quotation document.

**In packet 'A,' 02 nos. of shortfall in curable defects will be allowed & 2% EMD will be forfeited for each shortfall thereafter.**



**ii) Non-curable Defect shall mean**

- a. In-adequate submission of EMD / ASD.
- b. The documents evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

**Note: No communication will be made with the quotation in case of non-curable defects.**

10. Quotationers are expected to fill their quotations documents carefully and scrutinize them before uploading them on website stated above. No verification on any ground such as mistake or misunderstanding will be allowed after the quotation is opened, recommended or accepted.
11. On opening of quotation, if it is found that quotationer has not submitted the required curable documents, then the quotationer shall be intimated through e-mail only and compliance required to be made within stipulated time period of three working days otherwise their offer shall be out-rightly rejected and 10% amount of EMD shall be forfeited.
12. **Taxes:** The quotationer shall quote the rates inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax credit of GST as available with the quotationer will not be claim separately by BMC. However, while quoting the rates benefit of input Tax credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price 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. The quotationer shall quote the cost showing all applicable SGST, CGST, IGST & Other taxes if any, on various items.

**Chapter XXI- Miscellaneous, section 171(1) of GST Act 2017 governs the 'Anti Profiteering Measure' (APM) As per provision of this section, any reduction in rate of tax on any supply of goods or services or benefit of input tax credit shall be passed on to the 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 provisions of GST Act will be applicable to the quotationer.**

13. **Period of delivery / work** shall be **24 Months** (Including Monsoon) from the date of receipt of work order.

14. Every quotation shall remain open for acceptance for **180 days** from the date of opening of the quotation. As some minimum period for evaluating the various samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 days** shall be rejected out rightly.
15. The quotationer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be forfeited.
16. The Municipal Commissioner does not bind himself to accept the lowest or any quotation and reserves the right to select one or more items of the quotation and the quotationer will be required to supply any item or items so selected at the rates quoted.
17. **Guarantee:** ~~The successful quotationer shall give a guarantee for 12 calendar months from the date of supply / commissioning or completion of the work for any manufacturing defects or faulty workmanship on BMC prescribed "Maintenance Guarantee" from affixed with Rs. 100/- adhesive stamp / franking. If any defect is noticed within the guarantee period and intimated to the contractors, the same shall be rectified free of cost. Prescribed maintenance guarantee forms are obtainable from the office of the Chief Accountant, BRIHANMUMBAI MUNICIPAL CORPORATION, Head Office, Mahanagarpalika Marg, Mumbai — 400 001.~~ **(NOT APPLICABLE)**
18. **Terms of Payment:** As per Municipal procedure, the payment for work done shall be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of article/s the payments shall be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s including its installation, if any.
19. Intending quotationers are informed that the payment of bills and other claims arising out of the contract shall be made in the name of the bank by ECS only. The quotationer, therefore, shall have to upload the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the quotation documents. They shall also have to submit fresh information when there is any change in this regard.
20. **Income Tax:** The contractor shall pay Indian Income Tax on all payment made to him under the contract, other than reimbursement made to him by the corporation to cover payment by the contractor of minor custom dues etc. or any other payment which the contractor may make on the Corporations behalf. Under the provision of section 194 C of the Income Tax Act. The corporation is required to deduct tax from the source. Under present legislation, will deduct as **Tax 2%** of

the gross amount of each bill submitted. Any expatriate site staff not normally residents of India, employed by the contractors shall pay personal Income Tax on all money earned and paid in India.

21. As per Government of Maharashtra notification, **1 % CGST TDS** and **1% SGST TDS** is applicable wherein the contract sum exceeds **Rs.2,50,000/-** exclusive of tax & cess as per the invoice.

22. **Penalty:** 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 agreed 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 completion 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 for projects (originally stipulated or as extended) not exceeding 6 months: **to the extent of maximum 1 percent per week.**

b) Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**

c) Completion period for projects (originally stipulated or as extended) exceeding 2 years: **to the extent of maximum ¼ percent per week.**

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. Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

i. Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**

ii. Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**

iii. Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

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.

23. All quotationers must state the **names and addresses of all the partners** in the space provided for, in the papers. Any quotationer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, canceled at any time during its currency.
24. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have quoted separately under different names for the same contract without disclosing connection, the same will be rejected, and the deposit will be forfeited. Any contract entered into such conditions will also be canceled at any stage and time during its currency.
25. The firms with common Proprietor / Partner or connected with one another either financially or as principal and 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 shall not quote separately under different name for the same contract.
26. If it is found that firms as described above have quoted separately under different names for the same contract, all such quotationer (s) shall stand rejected and EMD of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
27. If it is found that closely related persons as described above have submitted separate quotation under different names of firms / establishment but with common address for such establishments / firms and or if such establishment / firms though they have different addresses are managed by or governed by the same person / persons jointly or separately such quotationers shall be liable for action as in above clause, including similar action against the firms / establishments concerned.
28. If after award of contract, it is found that the accepted violated any of the clauses (24 to 27) 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.
29. In the case of Joint Stock Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by a person duly authorized to sign the contract for the company authorized by a Power of Attorney, such power of attorney

being sealed and signed as aforesaid. All such Power of Attorneys must be registered in the Municipal Head Office to CA(WSSD) section as aforesaid.

30. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other's or contracts, which deposits may be or become returnable to the quotationers and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
31. The contractor shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Government firms floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall inform within 10 days from the beginning of such delay, notify the purchaser in writing of the case of delay. The purchaser will verify the facts and grant such extensions as facts justify.
32. The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this EMD deposit will be refunded after payment of security deposit and submission of documents required for execution of contract.
33. Quotations containing contradictory onerous and vague stipulations and heading conditions such as 'Subject to prior sale' "offer subject to availability of stock", "Offer subject to confirmation at the time of order", "Rates subject to Market Fluctuations" etc., are liable to be rejected out rightly.
34. The quotationers shall have to make their own arrangements to secure Import License and or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be found to give any assistance to the quotationers in that behalf.
35. **Jurisdiction of Court:** In case of any claim, dispute or difference arising out of any terms and conditions of the contract, the Cause of Action thereof shall be deemed to have arisen in Mumbai & all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.
36. Contractors' attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986 (if applicable). It is, therefore, directed that the provision therein shall be strictly followed by the contractor.

37. As per the above provision, if the total number of workers engaged on any contract work exceed 20 (Twenty), then, it is imperative on the part of contractor to obtain registration certificate from Labour Commissioner for the said work. The certificate shall be valid and produced during currency of contract in force.

38. Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary and registration number

39. The **quotationer** shall submit an **'undertaking cum indemnity bond' on stamp paper of Rs.200/-**

40. If the quotationer's firm/ establishment have less than 20 employees, registration certificate as per EPF & MP Act 1952 is not required but declaration to that effect is required to be submitted on Rs.200/- stamp paper.

41. The quotationer shall submit the registration certificate as per ESIC 1948

Act for the firms having the followings:

(i.)The firms having production with the help of energy & having the employees more than 10.

(ii) The firms having production without energy & having the employees more than 20.

If the quotationer is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 200/- stamp paper.

42. The **Lowest successful quotationer** shall submit an **'Irrevocable Undertaking' on Rs.500/-** stamp paper, duly notarized as per Annexure A1 in prescribed format after intimation of Letter of acceptance.

43. The successful quotationer shall pay the applicable legal & stationery charges within 15 days from the date of receipt of Letter of Acceptance. The Legal & Stationery Charges are as under:

Sr. No.	Contract Value	Legal & Stationery Charges in Rs.
i)	Up to Rs.50,000/-	Nil
ii)	Rs.50,001/- to Rs.1,00,00,000/-	0.10% of Contract cost (Rounding of to nearest 100) + 18% GST (Min. 1000/- + 18% GST and Max. Rs. 1000/- + 18% GST)

44. Contract execution applicable for contracts more than Rs.50,000/-.  
The stamp duty of Rs.500 will be applicable to contract agreement document. Successful quotationer shall have to submit all relevant documents for contract execution process within 15 days from the date

of receipt of letter of acceptance. Failing which the penalty of Rs.100/- per day will be imposed.

45. The successful quotationer, here after referred to as the contractor shall pay an amount equal to Two (2) percent of the contract sum in form of Demand Draft shall be paid within fifteen days from the date of issue of letter of acceptance.

46. Contract Deposit will be refunded after completion of Maintenance Guarantee period.

47. ~~Additional Security Deposit shall be applicable for percentage base quotation as under:~~

Rebate quoted by contractor	ASD Applicable
Up to 12% Rebate	No ASD
Rebate above 12% on estimated cost	At 2.00% of Estimated cost for each % rebate & part thereof, in D.D. only

~~The quotationer shall submit the ASD as applicable in the form of Demand Draft, which is to be submitted during office hours minimum one day before opening of packet 'B' (Price packet) to respective Head clerk (Account) of the Engineer in-charge of the AE Division in sealed envelope. If ASD, is not applicable then the quotationer shall submit sealed envelope mentioning on their letter head 'ASD is not applicable'.~~

~~If the quotationers fails to submit the sealed envelope as mentioned above at least one day before opening of packet 'B'(Price packet) within office hours then the EMD of the respective quotationers will be forfeited. (NOT APPLICABLE)~~

Sd/-

**Executive Engineer (M&E)  
Panjrapur**

## **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**Sub:** Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.

### **TECHNICAL SPECIFICATION**

#### **ELIGIBILITY CRITERIA**

The Quotationer shall have latest valid license issued by the competent authority, Controller of Legal Metrology, Govt. of Maharashtra confirming to Maharashtra Legal Metrology (Enforcement) Rules 2011 AND have done similar type of work during the last seven years. The above license should be valid on the date of submission of the quotation.

Documentary evidence shall be submitted along with the quotation failing which the quotation shall be treated as non-responsive

#### **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

- 1 The quotationer should attach a certified true copy from the competent authority of latest valid license issued by Dept. of Legal Metrology, Govt. of Maharashtra confirming to Maharashtra (Enforcement) Rule 2011 with his offer which shall be valid on the date of submission of the quotation.
- 2 The contractor shall carry out the work of “Stamping, calibration, periodical servicing and preventive maintenance of 40MT Weigh bridge at Panjrapur” in accordance with Maharashtra Legal Metrology (Enforcement) Rules 2011
- 3 The contractor shall carry out calibration, periodical servicing & quarterly preventive maintenance (maximum three per year) including overhauling, repairing, stamping and verification of Avery make 40MT Weigh bridge Panjrapur. Repairing includes adjustment, cleaning, lubrication or painting to the weighbridge or rendering any other service or replacement of any part to the weighbridge to ensure that it confirms to the standards established by or under the act without disturbing the scaling of the system.
- 4 The work of stamping, verification, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge will be treated as completed only after receipt of valid certificate from Dept. of Legal



Metrology, Govt. of Maharashtra confirming to Maharashtra Legal Metrology act,2009 & Maharashtra Legal Metrology (Enforcement) Rules 2011.

5 Offer of Quotationer shall be inclusive of all taxes.

6 The contractor shall note that the rates shall remain firm for two year after awarding the contract.

7 The successful contractor shall have to complete the work of calibration, periodical servicing & preventive maintenance within 2 Year/ 24 Months from the date of Issuing Purchase Order. The delay will attract penalty at the rate of ½ % per week subject to maximum of 10 % of contract amount.

8 The quoted cost shall be inclusive of to & fro transportation to Panjrapur site .

9 Due care shall be taken by the contractor to avoid any damage to the installed plant & machinery at the plants.

10 If during the continuance of this contract, the valid license issued by Dept. of Legal Metrology, Govt. of Maharashtra confirming to Maharashtra (Enforcement) Rule 2011 is revoked, annulled or amended, the contractor shall inform MCGM in writing, immediately & shall make necessary arrangement to supervise further work by a competent person whose license is valid.

11 During the contract period the successful contractor shall attend breakdown of the weight bridge within 24 hours. The delay to attend breakdown in 24 hours will attract penalty at the rate of ½% per week.

12 The work to be carried out during servicing & preventive maintenance

12.1) Cleaning of weigh Bridge

12.2) Checking of all joint

12.3) Oiling, Greasing

12.4) Checking bearing

12.5) Checking Knife

12.6) Painting

12.7) Checked calibration

13 Quotationers shall not quote the requisite fee for stamping & verification (including late fee, if any, required to be paid to Govt. of Maharashtra).

14 Rate shall be stated for up-to-date stamping charges, any incidental charges and charges for preventive maintenance of weigh bridge for two

year and minimum six services in two years shall be carried out including oiling, greasing etc. by submission. The completion report to that effect shall be submitted to this office after each servicing.

15 The work of Stamping, verification, calibration, periodical servicing and preventive maintenance of 40MT Weigh bridge at Panjrapur for two years , This work includes,

15.1. Stamping & calibration of 40MT Weigh bridge- Quantity- 02 Nos. Annually required i.e. March 2024 & March 2025.

15.2. Servicing & preventive maintenance of 40MT Weigh bridge- 06 Nos. Quarterly required. i.e.

- 1) 1st service June2024 -August2024,
- 2) 2nd service September2024- November2024,
- 3) 3rd Service December 2024-February2025,
- 4) 4th service June2025-August2025,
- 5) 5th service September2025- November2025,
- 6) 6th Service December 2025- February2026.

Payment will be made within 30 days from the date of submission of the correct bill after successful completion of:-

- (A) activity no.1 of the B.O.Q. annually
- (B) activity no.2 of the B.O.Q. quarterly.

**16 Note:-The work of up-gradation of 40MT Weigh Bridge has been taken up for the year 2024-2025, 2025-2026 If the up-gradation works complete during contract period of this work, the further services & stamping will be cancelled. Accordingly, this office will inform the successful quotationer before one month.**

## BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineer's Department

**Sub:** Stamping, calibration, periodical servicing & preventive maintenance of Avery make 40MT Weigh bridge at Panjrapur complex for two years.

### Bill of Quantity

**( FOR INFORMATION PURPOSE ONLY, ACTUAL RATES SHALL BE FILLED  
ONLINE )**

Sr No.	Description	Quantity	Rate in Rs./Unit	Amount in Rs.
1	Stamping & calibration of 40MT Weigh bridge	2 nos		
2	Servicing & preventive maintenance of 40MT Weigh bridge	6 nos		

Note: Quotationer shall quote rates excluding of GST as per the quotation clause Sr.no.12



1 **Whether registered under G.S.T. Act, : Yes / No.**  
1 **2017**

1 **Registration must be Effective on : Registration No :**  
2 **date of** \_\_\_\_\_

1 **Certificate in support of above if : Yes / No**  
3 **registered is enclosed?**

1 **The certification of PAN document : Can be done by any of the**  
4 **and Photographs** following authorities:  
1. Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his stamp but without red seal)  
2. Gazetteer Officer  
3. Any officer of the rank Asstt. Engineer / Administrative Officer and above of BMC

1 **Certificates / documents in support : Yes / No**  
5 **of above enclosed?**

If above information is already on enclosed letter head, no necessity to furnish the same here (Please do not fill above information, if furnished on letter head.)

If the vendor changes the Bank or the Branch he should immediately inform office of AO (FAR), in writing

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

**CONTRACT AGREEMENT FORM**

Quotation \_\_\_\_\_ Dated \_\_\_\_\_

Dy. HE(M&E) M-III A Panj/ H.E.'s sanction No.  
\_\_\_\_\_ contract

for \_\_\_\_\_

\_\_\_\_\_ This agreement made this day  
of \_\_\_\_\_ between Inhabitants of  
M/s \_\_\_\_\_ carrying on business  
at \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ under the style and name of  
Messrs. \_\_\_\_\_ (Hereinafter called "the Contractor") of  
the one part and Shri. \_\_\_\_\_ the Dy.

Municipal Commissioner (hereinafter called "the Commissioner " in which expressions are included, unless the inclusion is inconsistency with the, context or meaning thereof, his successor or successors for the time being holding the office of the Dy. Municipal Commissioner of the Second Part and the Municipal Corporation of Brihan Mumbai (hereinafter called "the Corporation") of the third part. WHEREAS the Contractor has quoted for the works described above and his quotation has been accepted by the Commissioner (with the approval of the standing committee of the Corporation) NOW THIS AGREEMENT WITNESSES as follows: -

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a) The said quotation and letter of acceptance
  - b) The Specifications
  - c) The conditions of contract
  - d) The appendices
  - e) The Schedule of Prices
  - f) Instructions to quotationer.

3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of \_\_\_\_\_  
\_\_\_\_\_ in conformity in all respects with the provisions of the contract.

- 4) The Commissioner hereby convenient to pay to the Contractor in consideration of carrying out the work of

\_\_\_\_\_  
\_\_\_\_\_.the Contract Price at times in the manner prescribed by  
the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to  
be hereunto affixed (for have hereunto set their respective hands and seals) the day and  
year above written.

Signed and delivered by the  
Contractor\_\_\_\_\_

Trading under the name  
Contractors.

in the presence of & style of

Full name\_\_\_\_\_  
Address\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Dy. Municipal Commissioner  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of **Dy. Municipal Commissioner**

The common seal of the Brihanmumbai Municipal Corporation  
was hereunto affixed on the-----20  
\_\_\_\_ in the presence of two members of the standing  
committee of the Corporation.

1) \_\_\_\_\_ 1. \_\_\_\_\_  
\_\_\_\_\_  
2) \_\_\_\_\_  
\_\_\_\_\_ and in the presence of the Municipal  
Secretary \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_

Municipal  
Secretary

**Note:** The successful quotationer will have to pay for preparing contract documents and  
stamp duty as mentioned in Quotation documents.

**EE (M & E) Panj**

**Dy.H.E.(PPC)**

**H.E**

## Undertaking for Best Price

(As per circular u/no. DMC / CPD / OD / 15 dated. 06/05/2013 , to be submitted with )( On stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

**Sub:** \_\_\_\_\_

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To,

The Municipal Commissioner

For the Brihanmumbai Municipal Corporation

**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 quotation 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 quotation 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 quotation 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 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 Brihanmumbai Municipal Corporation 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**

**UNDERTAKING CUM INDEMNITY BOND (On stamp Paper of R.200/-)**

As per Circular u/no Ex. Engr / M&R / 310 / Civil dated 19.04.2014, to be  
uploaded in Folder "A"

We,

(1) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(2) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(3) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm  
\_\_\_\_\_ having its office  
\_\_\_\_\_ here by gives an UNDERTAKING  
CUM INDEMNITY BOND as under:

AND WHERE AS we are register quotationer's with Brihanmumbai Municipal Corporation and / or (Name of other authority ) having register No ----- Valid up to----- AND WHERE AS Brihanmumbai municipal corporation has published the quotation / noticed for the work of ----- in \_\_\_\_\_ ward

AND WHERE AS we want to participate in the quotation / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

I/We hereby further undertake to communicate if my/our firm comes under any penal action such as D emotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

I/We hereby further agree and undertake that, at any stage of quotationing procedure if the said information is found incorrect, it should be lawful for the BMC to forthwith debar me/us from the quotationing procedure and initiate appropriate penal action.

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executor's administrators and assigns and/or successor and assigns.

**Place :**

**Dated :**  
**Partners/Directors/POA**

**Firm / Co.)**

**Proprietor/**  
**(Seal of**

**Identified by me,**

**BEFORE ME**

**Annexure – A1**  
**Irrevocable Undertaking**

(On RS. 500/- stamp paper duly notarized by notary with red seal and registration number)

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 own knowledge & belief.

**Solemnly affirmed**

**DEPONANT**

**This day of**  
**BEFORE ME**

Interpreted Explained and Identified by Me.

**UNDERTAKING - I**

To,

**The Municipal Commissioner,**

**Brihanmumbai Municipal Corporation,**

**Mumbai – 400 001.**

Sir,

I / we have read the terms and conditions as stipulated in the enclosed herewith and accepts the same.

Yours faithfully,

**Quotationer's Signature  
& Office Stamp.**

Quotationer's full address& Tel. No.