BRIHANMUMBAI MUNICIPAL CORPORATION <u>e- Q U O T A T I O N</u>

Ref: Quotation No. (Bid no.): 2024_MCGM_1119631_1

e-QUOTATION DUE ON :-11.12.2024 Time: - Upto :- 4:00 PM Executive Engineer, Mechanical (Ref), Municipal Workshop 103 R. S. Nimkar Marg, Byculla, Mumbai – 400 008. Tel .No's - 23083051/52/53/54.

(1) e-quotations are invited for the work of "The work of Repairing and Shifting of Split AC units

at Milind Nagar CFC Centre in 'L' Ward, area." as per attached terms and conditions specifications and Schedule of quantities.

(2) The quotationer shall pay the Earnest Money Deposit of **Rs. 2300.00** online only.

(3) The e- Quotation which is not duly signed by the quotetioner will be rejected.

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

(5) **<u>TAXES:</u>**

"The tenderer shall quote 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 bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price."

(6) **Delivery:**

The quotetioner shall deliver the material along with challan at site. The quotation shall include free delivery at site.

(7) **<u>Completion Period:</u>**

The period of delivery of articles/Completion of work shall be 3<u>0 days</u>/Weeks/months from receipt of the work order or finalization of layout at site or clear access to the site, whichever is later.

(8) **<u>Validity of the Quotation</u>**:

The Quotation shall remain firm and valid at least for 180 days from the date of its opening.

9) Terms of Payment:

As per Municipal procedure the payment of supply/work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of any article the payments will be made within 30 days from the receipt of the bill subject to satisfactory test of the article including its installation, if any.

(10) 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. The Municipal Commissioner also reserves the right to split the quantity between two or more Quotationers.

(11) Guarantee :

(a)The successful Quotationer shall have to furnish a free maintenance guarantee (on the Municipal prescribed Form affixed with a Special Adhesive Stamp/Franking of Rs. 200/- Thereon) for 12 calendar months from the date of supply / commissioning or completion of the Work for any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the Contractors, they will rectify the same free of cost.

(b) If the cost of work is more than Rs. 50,000/-, then, the successful quotationer shall enter into a written contract in the Municipal prescribed form for the supply/work to be carried out. Legal & stationary charges upto Rs.10 Lakhs is **Rs. 330/-** + **18% G.S.T.**

(12) The Quotationer shall not withdraw his offer within the valid period. If he does so, the Earnest Money Deposit paid will be absolutely forfeited to the Corporation.

(13) Penalty :

I) For failure to comply with the order placed for work / supply of the articles within the stipulated period (exceeding 6 months and not exceeding 2 years) a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of $7\frac{1}{2}$ % of the contract sum.

II) For failure to comply with the order placed for work / supply of the articles within the stipulated period (not exceeding 6 months) a penalty equivalent to 1 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10% of the contract sum.

II) Penalty for Defects and Lapses observed:

<u>A-1 (for Work quotation)</u> :: All such work as is not in accordance with the direction of Engineer or other officer aforesaid or is composed of materials disapproved by him or the workmanship whereof is disapproved by him shall be taken down and removed by the contractors at his / their own risk and expense within twenty four hours after receipt by him / them of a notice to that effect signed by the Engineer or other officer aforesaid shall be at liberty at the risk and expense of the contractors to take down and remove the same and to cause such work to be executed by any person or persons at such rates and prices as the Engineer may think proper and cost and expense thereby incurred including 15 percent supervision charges on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty the Engineer an appeal shall be only to the commissioner within seven days at the order in that behalf of the Engineer and the decision of the commissioner on which shall be final and binding upon the contractors may be deducted from any money due or to become due to the contractors under this or any other contract between the contractors and the said corporation.

A contractor will be levied for defects and lapses observed at first instance of Rs. 5000/-Second Rs. 10,000/- and so on.

After lapses and defects are notified to the contractors and if same are not attended by the contractors in time, a note will be taken in Ephemeral Register. 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.

<u>A-2 (for Supply quotation)</u>:: In case the contractors at any time during the continuance of these present supply of the material mentioned in schedule is rejected because of inferior quality, the commissioner reserves right to levy penalty for such inferior supply from contractor, not exceeding 20% of the cost of the supplied material. 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.

(15) The Quotationer shall give the undertaking in the subjoined form.

(16) The Quotation shall invariably Upload this Quotation Notice Form together with the Specifications, necessary undertakings, Rate online only. Any irregularity in this respect may render the quotation liable for rejection.

(17) To upload photo copy of GST registration, Valid PWD Electrical License, valid MCGM Registration certificate/ undertaking, relevant Past Performance Certificates, and any other document asked for shall be uploaded in e- Quotation.

(18) The quotationer should upload in e- Quotation attested copies of the PAN Documents and photographs of the individuals owners, Karta of the Hindu undivided family, partners of the Partnership Firms & Directors in case of Private Limited /Public Limited companies of the authorized representatives of the Registered Co-operative Societies / Semi-Government undertaking as the case may be the documents can be attested by the Gazzeted Officer or Assistant Engineer / Administrative Officers of M.C.G.M. or Notarized by the Notary, appointed by the Government of Maharashtra.

(14) Bank Guarantee.

The successful contractors shall pay contract deposit /security deposit amounting to 2 % of contract value within 30 days. The 2% contract value submitted by the contractors as security in cash, or the equivalent Bank Guarantee and or performance guarantee shall be returned / refunded within three months after the issue of final certificate which shall be issued after the period of 12 months of free maintenance is over with satisfactorily performance, or 18 months from the date of erection, whichever is earlier, in case of equipment is not commissioned.

(15) The Additional Security Deposit (ASD):

In case of percentage quotation, over and above the earnest money, quotationer quoting the rebate more than 12% on office estimate shall have to pay additional security deposit online depending upon the amount calculated as per formula given below. Formula:

ASD= 1 (X/100) x Office estimated cost

Where 'X' = percentage rebate quoted on office estimate by the quotationer minus 12%

For example = If the quotationer desires to quote percentage rebate 25 (twenty five) % then the ASD shall be worked out as under:-1 x (25-12)/100 x office estimated cost.

The Additional Security Deposit of the successful quotationer shall be refunded only after successful completion of work in all respect or on completion of the contract period, whichever is later. The Additional Security Deposit will not carry any interest.

(16) Submission of Quotations :

PACKET - A

The Packet 'A' shall contain scanned certified copies of the following documents Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- 1. GST Registration Certificate.
- 2. Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- **3.** Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.

4. Duly signed & filled copy of draft e-quotation

The bidders shall categorically provide their Email-ID in packet 'A'.

PACKET - B

The Packet 'B' shall contain scanned certified copies of the following documents -

- 1) Performance Certificates and documents establishing the Qualification Criteria mentioned in the Quotation document.
- 2) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- 3) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.500/-stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

4) Declaration Cum-Indemnity Bond:

All the quotationers shall upload a declaration-cum-Indemnity Bond on Rs. 500/- stamp paper in the prescribed format as attached in the tender document.

5) Irrevocable Undertaking:

All the quotationers shall upload notarized an irrevocable undertaking on Rs. 500/- stamp paper in the prescribed format as attached in the tender document.

6) APPENDIX "B", SELF-DECLARATION FOR SELF-ATTESTATION, APPENDIX "A".

(17) <u>Refund of Additional Security Deposit (ASD) & E.M.D:</u>

The quotioner shall pay the EMD online instead paying the EMD at any of the CFC centres in MCGM Ward Offices.

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in subclause mentioned above, shall be rejected by the Employer as non-responsive.

The Bid Security of the successful quotetioner will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

EMD of L-3 and quotationer shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 quotationer will be returned after obtaining Sanction of competent Authority.

The Bid Security may be forfeited:

a) If the quotationer(s) withdraw quotation offer during the tender validity period, his entire E.M.D shall be forfeited.

- b) in the case of a successful quotationer, if the quotationer fails within the specified time limit to:
 - i. sign the Agreement; and/or

ii. Furnish the required Security Deposits.

- The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
- 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

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

- a. Non-submission of following documents,
 - i. G.S.T. 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.
- b. Wrong calculation of Bid Capacity
- c. No proper submission of experience certificates and other documents, etc.
- ii) Non-curable Defect shall mean
- a. In-adequate submission of EMD/ASD amount,
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

(18) Legal + Stationary Charges:

a) Successful tender shall pay the Legal Charges + Stationary charges Rs. 300/- + 18% G.S.T. as per Circular no. 26206 dtd 31.08.2023.

The quotetioners are requested to note that stationary charges as above will be recovered from the successful quotetioners for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

(19) If it is found that the quotationer has not submitted required documents in Packet "A & B" then, the shortfalls will be communicated to the quotationer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

(20) If the shortfalls are not complied by a contractor, such non-submission of documents will be considered as 'Intentional Avoidance' and shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken with due approval of the concerned DMC/ AMC.

(21) Jurisdiction.

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 proceedings in respect of any such claims dispute or difference shall be instituted in a competent court in Mumbai city only.

Sd/-Executive Engineer, Mech. (Ref) Municipal Workshop.

Technical Specfication

- 1) <u>Name of the work</u>: The work of Repairing and Shifting of Split AC units at Milind Nagar CFC Centre in 'L' Ward, area.
- 2) **Quantity:** As per Schedule of Quantity.
- 3) <u>Period of contract</u>: 30 days.
- 4) <u>Work place</u>: Milind Nagar CFC Centre in 'L' Ward, area
- 5) <u>Eligibility Criteria :-</u> As specified in Tender Notice.
- 6) <u>Technical Specification</u>: The outdoor units of split AC units are very close to the wall. Therefore, difficulties come during the servicing and maintenance of these split AC units. Also, the drain pipes of the split AC units are concealed and water is leakage from it.

	ESTIMATE						
SR. NO.	USOR	Description	Qty	Unit	Rate	Amount	
1	R3-ME-8-1-y	REMOVING/ DISMANTLING OF OLD 1.0/ 1.5 TR/ 2.0 WINDOW/ SPLIT AC/ FCU/ CASSETTE UNIT.	6	Nos.	2,076.00	12,456.00	
2	R3-ME-9-2-g	PROVIDING & FIXING OF PLATFORM AND M.S. RAILING FOR OUTDOOR UNITS OF SPLIT AC	6	Job	12,668.00	76,008.00	
3	R3-ME-9-2-J	ROVIDING & FIXING OFREFRIGERANTPIPINGINCLUDINGELECTRICALCABLING & EARTHING .	18	Rmt	1,760.00	31,680.00	
4	R3-ME-9-2-k	PROVIDING & FIXING OF DRAIN PIPING AS PER SPECIFICATION.	81	Rmt	296.00	23,976.00	

5	R3-ME-9-2-n	SITC OF DRAIN PUMP FOR	2	Nos.	13,372.00	26,744.00
		SPLIT AC				
6	R3-ME-7-4-	EARTHING CONTINUITY	11	Mtr	35.00	385.00
	m	CONDUCTORS -BARE G.I.				
		CONDUCTOR SIZE 8 SWG				
7	R3-ME-9-	INSTALLATION, TESTINNG	6	Nos	3,941.00	23,646.00
	102	AND COMMISSIOING OF SPLIT				
		AC UNIT				
		Total (Exclusive of	of Taxes)		1,94,895.00

Note- Any additional item/extra work which may have not been mentioned above but required for satisfactory completion of work shall be deemed to have been included in the scope of work. The contractor shall carry out the work without extra cost to MCGM.

TECHNICAL SPECIFICATION:

Please refer **<u>USOR M&E 2023</u>** for detailed technical specifications.

4) GENERAL TERMS & CONDITIONS:-

- i) The works shall be carried out in normal working hours from 9 a.m. to 5 p.m. and during the shutdown period made available by hospital authority.
- ii) The damages if any caused to the Municipal properties shall be recovered from the successful contractors at their risk & cost.
- iii) The M.C.G.M. will not be responsible for any accident/ hazard caused to the person of the contractors while carrying out works.
- iv) If required the successful contractors shall arrange for the ladder/ transportation for carrying out works with no extra charges.
- v) The electric power & water supply required for carrying out works shall be made available by M.C.G.M. However, the contractor shall arrange to tap the same from the service available at site pointed out by the Site Engineer.
- vi) The successful contractor shall close all the openings made in the wall & also closed the open windows to avoid air filtration.
- vii) All the material to be used shall be new and from the fresh stock.
- viii) No escalation or price variation shall be admissible to the successful tenderer during the contract period.
- **ix**) Tenderer shall read the mandatory conditions, General conditions, Technical specifications, specific instructions carefully before submitting the tender.

- **x**) Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the scope/quantum of the work or if no work is awarded at all.
- xi) Municipal Commissioner reserves the right to reject any tender or all tenders without assigning any reason there for. Municipal Commissioner reserves the right to negotiate with the least bidder.
- **xii)** Tender shall be valid for a period of 180 days.
- **xiii)** The maintenance guarantee period for the work is one year from the date of satisfactorily.
- **xiv**) Work completion period- 1 month after receipt of LOA/ site clearance.
- xv) The tenderer shall quote the rate 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.

Sd/-Ex.Eng.Mech (Ref)

General Instructions of the Work

- 1. It is essential on the part of the quotationer to collect full details/specifications of the material to be supplied & work to be executed from the office of E.E.Mech. (Ref). It is also essential on the part of the quotationer to inspect the site before submitting their offer and no claim arising out of ignorance will be entertained later on.
- 2. The successful quotationer shall be held responsible for any loss or breakdown of the Municipal Property or injury to Staff while carrying out the above work. Any damage to the Municipal property, civil structure, machinery occurred while executing the job shall have to be repaired free of cost by the successful quotationer.
- **3.** "The tenderer shall quote 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 bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price". No charges will be paid extra due to ignorance on the part of the quotationer.
- **4.** The quotationer shall note that while executing the work, if any additions/alterations/omissions required to be carried out then the prior approval of E.E.Mech. (Ref) for each item shall be obtained before proceeding further. It shall be incumbent on the part of the contractor to carry out addition/alteration/omission only after approval from E.E.Mech. (Ref).
- **5.** The Municipal Commissioner reserves the right to accept the lowest or any offer or reject any or all offers as deem fit.
- **6.** Watch and ward shall be provided by the Contractor for the protection of material at the site till completion of work.
- **7.** The successful quotationer shall carry out any other minor repair work as directed on site apart from the specifications at no extra cost.
- 8. The light and water shall be provided free to the contractor where available
- **9.** All charges on account of octroi, or sales tax & other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of work contract (re-enacted) Act 1989 etc. shall be borne by the contractor.
- **10.** Requirements under all statutory provisions of Govt./Semi-Govt/Corporation Departments will be completed & fulfilled by the successful quotationer at his cost and the official charges if any, will not be paid by M.C.G.M.

Sd/-E. E.Mech.(Ref)

Brihanmumbai Municipal Corporation

Bill of Quantities

Quotation No.2024_MCGM_1119631 Due dt.-11.12.2024

Note: For information purpose only. Actual rates to be filled online in price bid.

Subject: The work of Repairing and Shifting of Split AC units at Milind Nagar CFC Centre in 'L' Ward, area.

SR. NO.	USOR	Description	Qty	Unit	Rate	Amount
1	R3-ME-8-1-y	REMOVING/ DISMANTLING OF OLD 1.0/ 1.5 TR/ 2.0 WINDOW/ SPLIT AC/ FCU/ CASSETTE UNIT.	6	Nos.	2,076.00	12,456.00
2	R3-ME-9-2-g	PROVIDING & FIXING OF PLATFORM AND M.S. RAILING FOR OUTDOOR UNITS OF SPLIT AC	6	Job	12,668.00	76,008.00
3	R3-ME-9-2-J	ROVIDING & FIXING OF REFRIGERANT PIPING INCLUDING ELECTRICAL CABLING & EARTHING .	18	Rmt	1,760.00	31,680.00
4	R3-ME-9-2-k	PROVIDING & FIXING OF DRAIN PIPING AS PER SPECIFICATION.	81	Rmt	296.00	23,976.00
5	R3-ME-9-2-n	SITC OF DRAIN PUMP FOR SPLIT AC	2	Nos.	13,372.00	26,744.00
6	R3-ME-7-4-m	EARTHING CONTINUITY CONDUCTORS -BARE G.I. CONDUCTOR SIZE 8 SWG	11	Mtr	35.00	385.00
7	R3-ME-9-102	INSTALLATION, TESTINNG AND COMMISSIOING OF SPLIT AC UNIT	6	Nos	3,941.00	23,646.00
	Total (Exclusive of Taxes)					1,94,895.00

Note: The tenderer shall quote 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 bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

E-quotation ONLINE SUBMISSION PROCESS

As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatenders) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website https://mahatenders.gov.in for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

I. Before entering into online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to bidder's manual kit available on website https://mahatenders.gov.in for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link

https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/Mtnl Trustline/ SafeScrpt/ TCS.

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

3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be In activated.

5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

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

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that quotation. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the quotation document. Bidder should take into account of the corrigendum published before submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the quotation schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the quotation. The original should be posted/couriered/given in person to the quotation Inviting Authority, within the bid submission date and time for the quotation.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids

12. The bidder has to submit the quotation document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the quotation will be summarily rejected

16. The quotation Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a quotation floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

The e-quotation is available on NICs portal of Govt. of Maharashtra, https://mahatenders.gov.in, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission.

The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office E. E. Mech (South).

The Municipal Commissioner reserves the right to reject all or any of the e-quotation(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal (http://portal.mcgm.gov.in) as well as on NIC Portal https://mahatenders.gov.in.

Note: *As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

APPENDIX "A"

a.	Quotation No.Q Due Date
b.	Quotationer's name:
c.	Quotationer's address:
	and telephone No(s):
d.	Whether registered under GST: Yes/ No
	Reg. No
e.	Certificate in support : Enclosed/ Not enclosed Of (d) above if registered
f.	Banker's Name and Branch
g.	Account No. SB/ CB

Stamp and Signature of authorized person Concern/ Company

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

APPENDIX "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 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.

Stamp and Signature of authorized person

Of concern/ company

SELF-DECLARATION FOR SELF-ATTESTATION

I,		son/daughter		of
	Age	,Occupation-C	ontractor,	
M/s	resider	nt at		_
, I	Email ID			_
with UID No		, hereby	declares	that the
copies attested by me are true copies of original. I am	aware of th	he fact that if the	copies are	found to
be false, i shall be liable for prosecution and punishme	ent under ind	dian penal code a	nd/or any	other law
applicable there to.				

Date-

Place-

Applicant's Name_____

Applicant's Signature_____

Annexure-A

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

I Shri/Smt.....aged,.....years Indian Inhabitant. Proprietor/Partner/Director of M/s.....do hereby give Irrevocable undertaking as under;

- 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 MCGM 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, MCGM 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.
- I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my /our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at	DEPONANT
This day of	BEFORE ME

Interpreted Explained and Identified by me.

Annexure- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

- 1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 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, MCGM 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 Tenderer/Bidder

AGREEMENT FORM

dated 20... Tender / Quotation Standing Committee/Education Committee Resolution No. CONTRACT FOR THE WORKS This agreement made this day of Two thousand Between inhabitants of Mumbai, carrying on business at.....in Bombay under the style and name of Messrs one part and Shri the Director(E.S.&P.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director

(E,S.& P)of the second part and the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

- 1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2. The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:
 - f) The Specification:
 - g) Detailed Engineering Drawings
 - h) Standard General Conditions of Contracts (GCC)
 - i) All correspondence documents between bidder and MCGM
- 3. In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4. The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed, Sealed and delivered by the contractors	
In the presence of	Trading under the name and style of
Full Name & Address	Contractors
Signed by the Director (ES&P) in the presence of Ex	City/ WS/ ES
	Director (ES&P)
The Common seal of the Municipal Corporation o Greater Mumbai was hereunto affixed on the 20 in the presence of two members of the Standing Committee.	2
1.	1.
2.	2.
And in the presence of the Municipal Secretary	Municipal Secretary

Date –

Dy.Ch.E.(M&E)/1820/City dt.02.12.2024

e- QUOTATION NOTICE

e- QUOTATION No. :2024_MCGM_1119631 Due dt.11.12.2024

The Municipal Commissioner for Greater Mumbai invites e-quotations from Municipal registered vendors (on line only) for the following subject.

Bidding Process will comprise of THREE stages.

As per circular vide No. CA/FRG/03 Dt.11.05.2023, the quotation fees is cancelled and the scrutiny fee is to be taken from the bidders, same will be payable immediately after opening of Packet A & B in any of the Ward Citizens Facilitation Centers (CFCs). Quotation fees for this quotation is Rs. 330/- + 18% GST.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<u>http://mahatenders.gov.in</u>). 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.

i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of CPD Byculla.

ii) The forms of Tender documents are available on the e-Tendering website https://mahatenders.gov.in. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.

iii) For purchasing the Tender documents, the bidders will have to get registered with etender portal (https://mahatenders.gov.in) for the etendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on https://mahatenders.gov.in. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in etendering tab on https://mahatenders.gov.in.

Sr.	NAME OF THE WORK	Contract	Estimated Cost of
No.		Period	Project
1.	The work of Repairing and Shifting of Split AC units at Milind Nagar CFC Centre in 'L' Ward area.	1 Month	Rs. 1,94,895.00 (Exclusive GST)

In terms of the 3 stage system of e-quotationing, a Bidder will be required to deposit, along with its Bid, an **Earnest Money Deposit of Rs. 2300.00 (Rupees Twenty Three Hundred only)** (the "EMD"). The Bidders will have to provide Earnest Money Deposit through the online payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-quotation is available on BMC portal (<u>http://portal.mcgm.gov.in</u>) as well as on NIC Portal https://mahatenders.gov.in

<u>Eligibility Criteria</u>: The quotationers in their own name should have satisfactorily executed the works of regarding Split AC unit in MCGM /Semi Govt. /Govt & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which quotation is invited.

a) Three similar completed works each of value not less than the value equal to Rs. 46,000/-

OR

- b) Two similar completed works each of value not less than the value equal to Rs. 57,500/-OR
- c) One similar completed work of value equal and or not less than the Rs. 92,000/-.

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 quotations.

Earnest Money Deposit (EMD) :- The quotationers shall pay the Earnest Money Deposit online on or before 11.12.2024 till <u>16.00 Hrs</u>. Interested quotationer may obtain further information from the office of Ex. Engineer Mechanical (South) at the address given below.

Office Address :-- Office of the Executive Engineer Mechanical (Ref) Municipal Workshops, 103, R.S. Nimkar Marg, Byculla , Mumbai -400008

Date of issue and sale of quotation: 05.12.2024 from 11:00 Hrs, The quotation must be submitted online on or before 11.12.2024 upto 16:00 Hrs. The "A" "B" Packets will be opened on 12.12.2024 after 16:00 Hrs.