

Prepared By
Sd/-
S.E.(MPL)

Checked By
sd/-
A.E. (MPL)

Approved By
sd/-
E.E.Mech (South)

BRIHANMUBAI MUNICIPAL CORPORATION
DRAFT e- QUOTATION

e-Quotation no. 2024_MCGM_1038458_1

Office of the Assistant Engineer,
Municipal Power Laundry, Road No. 39,
Scheme No. 57, Opp. Naigaon Police
Hosp.,Bhoiwada,, Mumbai-400012.

1. e - quotation are invited for the **Work of painting and flooring at the office of Assistant Engineer, Municipal Power Laundry**. As per attached terms, conditions, specifications and Schedule of Quantities.
2. The Quotationer shall pay the Earnest Money Deposit of Rs.**3,000/-** on or before the date & time mentioned and the Earnest Money Deposit receipt shall be uploaded in online procedure with the Quotation document on or before the Due Date. The Earnest Money Deposit should be paid online through Mahatender portal. The EMD shall be refunded as per the Circular vide No-CA/FRD/II/23 dated 14.7.2013. Scrutiny charges Rs. 330/- +18% GST shall be paid by the bidder through challan issued by the department.
3. e - Quotation shall attach the photo copy of EMD receipt number and date online.
4. The e - Quotation which is not duly signed by the Quotationer will be rejected.
5. The rates quoted shall be firm and no variations will be allowed subsequently on any account.
6. **Taxes:- (a)**As per circular CA(F)/Project /28 dated 28.03.2023
The tenderer shall quote inclusive of all taxes other than G.S.T. (Excluding G.S.T.), Levies, Duties and 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 rate benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction price.”
7. All the rates shall be inclusive of all duties such as Customs, Excise, Octroi, etc. otherwise their actual amount shall be shown extra. If it is not mentioned, it will be presumed that the rates are inclusive of such duties and no subsequent claim for payment of these duties will be entertained.
8. **Delivery:-** The Quotationer shall deliver the material along with challan at Municipal Power Laundry, Bhoiwada, Parel, and Mumbai- 400012.
9. **Completion Period:-** Period of Delivery of articles / Completion of work shall be **30Days / Month** from the date of receipt of the work order. After Delivery of article / Completion of work, the challan shall be submitted by the Contractor / Supplier along with Bill.
10. **Validity of the Quotation:-**The Quotation shall remain firm and valid at least for **180** days from the date of its opening.

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

12. 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 Quotationer.

13. 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.100/- 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 Guarantee period and intimated to the Contractors, they will rectify the same free of cost.

14. The successful quotationer shall not withdraw his offer within the valid period. If does so, the Earnest Money Deposit paid will be absolutely forfeited to the Corporation.

15. Penalty:- **i)** For failure to comply with the order placed for Work / Supply of the articles within the stipulated period, a penalty equivalent to ½ % 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:

A-1 (for Work quotation) : 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 shall be competent to impose against the imposition of which or the amount thereof by Engineer an appeal shall be only to 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.

A-2 (for supply quotation): 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.

16.The Quotationer shall invariably submit this Quotation Notice Form together with the specifications; Schedule of Quantities & Rates duly filled in and signed. Any irregularity in this respect may render the Quotation liable for rejection.

17. The Payment through ECS / RTGS / NEFT Mode shall be made in Contractor's / Supplier's Accounts in the Bank. The Contractor / Supplier shall, therefore, state the Name of the Bank Branch, Account Number, MICR number and Vender Number on the Bill.

18. The Quotationer shall attach Photo copy of Registration Certificate of GST and PAN Card with attestation. The Quotationer shall attach recent Photograph on attested PAN Card copy and attached Photograph shall be duly attested by competent authority i.e. Gazzeted Officer or Assistance Engineer /Administrative Officer of MCGM or Notarized by notary appointed by Government of Maharashtra. In case of Partnership Firm, recent Photographs of all Partners shall be attached on attested PAN Card copy and attached Photographs of all Partners shall be duly attested by competent authority.

19.Notarized Deceleration cum Indemnity Bond of Rs. 500/- on the Stamp paper as per prescribed format to be submitted by the Successful contractor.

20. The Successful Quotationer shall submit certificate of registration under E.P.F. & M.P. Act and E.S.I.C. Act. In case of Labours/ Persons less than 20 on the establishment, Quotationer will be exempted from submission of registration under E.P.F. & M.P. Act 1952 and then he shall have to submit an undertaking in writing to that effect on the Stamp paper of Rs.100/-. In case of labours/persons less than 10 on the establishment, Quotationer will be exempted from submission of registration under E.S.I.C. Act 1948 and then he shall have to submit an undertaking in writing to that effect on the stamp paper of Rs.100/-.

21. The Quotationer shall upload all documents with attestation and if not upload all the documents mentioned, offer will be rejected outright.

22. All Quotationer must disclose the names of their partners if any, in the particular quotation contract. Any quotationer failing to do so will render himself liable to have quotation deposit forfeited and the contract, if entered into cancelled at any time during its currency.

23. Firm 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 minor brother/ sister shall not quotation separately under different names for the same contract.

24. If it is found that firms as described in clause 23 have submitted their bids /quotations separately under different names for the same contract, all such bids/quotations shall stand rejected and quotation deposit 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.

25. If it is found that closely related persons as in clause 25 have submitted separate quotations under different names of firms/establishments but with common address for such firms /establishments and/or if such firms/establishments though they have different addresses are managed or governed by the same person/persons jointly or solely such quotations shall be liable for action as in clause No.25 (A) including similar action against the firms/establishments concerned.

26.if after award of contract it is found that the accepted quotation violated any of the Clauses 25, 25(A) or 25(B) 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.

27. The Quotationer shall upload Latest Partnership Deed, in case of Partnership Firm.

28. Chapter XXI- Miscellaneous, Section 171 (1) of GAR Act, 2017 governs the 'Anti Profiteering Measure' (APM).As per the provision of this section, 'Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices' Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduce tax rate or additional input tax credit, to MCGM. Further, all the provisions of GST Act will be applicable to the quotation.

29. The Successful contractor shall submit irrevocable undertaking in prescribed format attached herewith on Rs.500/- Stamp Paper with notarized.

30. Legal + Stationary Charges: (As per applicable circular)

Successful quotationer shall pay the Legal Charges + Stationary charges as per circular no, 26206 dated 31.08.2023.

				Legal + Stationery Charges applicable from 01.09.2023 to 31.03.2024
S/N	Contract Value			
1	0/-	To	Rs. 50,000/-	Nil
2	Rs . 50,001/-	To	Rs. 1,00, 00,000/-	0.10 % of contract cost (rounded off to next 100) + 18% GST. (min. Rs 1000/- + GST and maximum Rs.10000/- + GST)
3	Rs. 1,00,00,001/-	To	Rs. 10,00, 00,000/-	Rs. 10000/- for contract cost up to Rs. 1,00, 00,000/- + 0.05% of cost above 1,00,00,000/- (rounded off to next 100) + 18% GST.
4.	Rs. 10,00,00,001/-	To	Rs. And above	Rs. 55,000/- for contract cost up to 10,00, 00,000/- + 0.01% of cost above 10,00,00,000/- (rounded off to next 100) + 18% GST

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

31. Bank Guarantee:-The Successful contact shall pay Contract Deposit / Security deposit amounting of 2% of Contract cost Value with in 30 day.The 2% of contract cost values submitted by the contractor as security in cash, or the equivalent Bank Guarantee and, or performance Guarantee shall be returned / Refund within 3 Month after issue of final certificate which shall be issued after period of 12 Month of free maintenance is over with satisfaction performance

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

Sd/-
A.E. (M.P.L.)

sd/-
E.E. Mech (South)

Undertaking

To,

The Municipal Commissioner,

BrihanmumbaiMahapalika,

MahapalikaMarg, Mumbai-400001

Sir,

I / We have read all the Terms and Condition as stipulated in the above Quotation Notice and accept the same.

Your's faithfully.

Quotationer's signature, Address,
Office stamp & Telephone Number, if any.

