

# **BHRIHANMUMBAI MAHANAGARPALIKA**

(SWM DEPT. M-WEST WARD)

## **Q U O T A T I O N   N O T I C E**

Office of The:-  
Assistant Engineer(SWM)  
M/West Ward Office Bldg.,  
Room No. 12, Ground Flr.  
SharadBhau Acharya Marg,  
Chembur, Mumbai – 71.

The Commissioner of BHRIHANMUMBAI MAHANAGARPALIKA invites spot quotations for the work as detailed below.

<b>Sr. No.</b>	<b>Description of Work/Supply</b>	<b>E.M.D. (in Rs.)</b>	<b>Scrutiny fees (in Rs.)</b>	<b>Due Date</b>
1	Providing of Temporary Container Toilet (Male) at Kurla Signal in M West Ward.	3000/-	Rs.300/- + 18% GST	Dt. 28.02.2024 till 4.00pm

### **Earnest Money Deposit (EMD):**

A Quotationer will be required to deposit, along with its quotation, an Earnest Money Deposit of Rs. 3000/- (the "EMD"), refundable in accordance to the relevant clause of document, from the quotation Due Date, except in the case of the selected quotationer whose Bid Security/EMD shall be retained. The quotationer will have to provide Earnest Money Deposit at CFC centre of BMC

Interested quotationers may obtain further information at the address given below.

Office of The:-Assistant Engineer(SWM) M West Ward Office Bldg., Room No. 12, Ground Flr. Sharad Bhau Acharya Marg, Chembur, Mumbai – 71.

Sd/-  
**A.E.(SWM)M-WEST**

## **MANDATORY CONDITIONS OF QUOTATION**

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

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

## **INSTRUCTIONS TO QUOTATIONERS**

1. Quotationer shall pay the **Earnest Money Deposit of Rs. 3000 /-** The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. If such EMD is not paid, the quotation shall be treated as non-responsive and shall not be opened.
2. The Quotation form shall be purchased from AE(SWM)M/W ward office on payment of scrutiny fee **Rs. 300 + 18% GST** . The applicants not registered with BMC are mandated to get registered (Vendor Registration).
3. Any addition or alteration, if carried out in the contract specification or in the schedule of the Quotation, same will render the Quotation invalid.
4. The Quotation, which is not duly signed at specified places, will be rejected.
5. Quotationers shall invariably state the names and address (Office as well as Residential) of all the partners, Name of the Bank, Branch and Account No. in the Quotation form.
6. The Quotation/s shall be valid for a period of 90 days.

If the quotationer fails to submit the document pertaining to the Qualification Criteria, as per the conditions of the quotation, then his offer shall be treated as non-responsive and 10% EMD amount shall be forfeited.

**[6] TAXES:**

(a) In case of the quotation for supply of articles only. The quotationer shall clearly state the rates of all the taxes such as CGST,SGST,IGST and other GST etc. applicable as per the Government Act in force at the time of submission of the Quotation and work out the actual amounts thereof. If the taxes are not mentioned, it will be presumed that, these taxes are not applicable, being already paid by the quotationer and will be borne by them. No subsequent claim from the quotationer for payment of these taxes shall be entertained. The offer which does not show the rates of taxes chargeable but vaguely states "Taxes as applicable or CGST,SGST and other GST extra" will be left out of consideration.

(b) In case of the Quotation for Repair/Replacement/ Fabrication/ manufacture supply and Installation of any articles. The taxes shall be applicable as per SAC code for the work under consideration.

[7] All the rates shall be inclusive of all duties such as Customs, Excise etc. otherwise their actual amount should be shown extra. If they are 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] The successful quotationer shall include free delivery at the site.

**[9] Completion period**

**FOR SUPPLY OF ARTICLES / MATERIALS**

~~(a) Period of completion shall be within Thirty Four (34) working days from the date of receipt of the purchase order.~~

[10] The quotationer shall be registered vendor of BMC

**[11] Validity of the Quotations:**

The Quotation shall remain valid for a period of 90 days from the date of its submission.

**[12] Eligibility Criteria :-**

- ~~a) Certified copy of documentary evidence establishing the experience of work of wall painting & slogans/messages on it in MCGM/Govt./Semi Govt.~~

**[13] Terms of payment:**

As per the Municipal procedure the payment for the 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 payment will be made within 30 days from the receipt of the bill subject to satisfactory completion of the work as per infrastructure.

[14] The quotationer shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank Account No. along with the Quotation documents.

[15] Municipal Commissioner does not bind himself to accept the lowest or any tender and reserves the right to reject any or all the Quotationer without assigning any reason.

[16] The quotationer shall not withdraw his offer within the validity period. If he does so, the Earnest Money Deposit will be absolutely forfeited to the Corporation.

**[17] Warranty:**

**For Works:**

(a) The successful Quotationer shall give a warranty on Rs.100/- Stamp paper in the prescribed form for 6 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 warrantee period and intimated to the contractor they will rectify the same free of cost.

**For Supply of Articles / Materials**

(a) For Supply of Assly units/ Articles / Materials the Manufacturer's warranty, as stated by manufacturer shall be applicable.

(b) The successful Quotationer shall submit Annexures as per attached prescribed format with the quotation for warranty.

**[18]** The successful Quotationer shall pay legal and stationary charges as per the latest circular in vogue.

**[19] Penalty Clause:-**

There shall be regular review regarding the performance of the contractor by MCGM. In case, at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by contractor, MCGM reserves the right to cancel the quotation

**Penalty for delay in supply:-**

For failure to complete the work / supply the articles within the stipulated period a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work / articles / services will be recovered from the successful tenderer without any reference to the successful tenderer. The amount of the penalty will be, however, subject to the maximum of 10% of value of the delayed work

**Penalty for inferior quality of material:-**

**a)** In case the Contractors at any time during the continuance of these present supply any of the material mentioned in schedules is rejected because of inferior quality, the Municipal Commissioner reserves right to levy penalty for such inferior supply from contract, not exceeding 20% of the cost of supplied material.

**b)** The period required for the replacement of inferior quality of material with approved quality material shall be made within three (3) days.

**General Instructions to the Quotationer:**

[a] The quotationer shall give the undertaking in the sub-joined form.

[b] The quotationer shall invariably submit thesealed quotation notice form, together with the specification, schedule of quantities and rates duly filled in and signed.Any irregularity in this respect may render the Quotation liable for rejection.

[c] PAN documents & Photographs (Duly Notarized), of individuals, owners, Karta of the Hindu undivided family, firms, Private Limited Companies, registered Co-operative Societies, partners of partnership firms and at least two Directors if no. of Directors is more than two in case of Private Limited Companies. However, in case of Public Limited Companies, Semi Govt. Companies, Govt. Undertakings, no Pan document will be insisted. These documents are to be certified by the Gazetted Officer or Officers not below rank of Asstt. Engineer (A.E.) / Administrative Officer (A.O.) of M.C.G.M. or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without red seal clearly stating his name and registration number.

[d] None of the quotationers who are firms having common partner/proprietor or who are connected with another either financially or as principal and agent or master and servant or closely related to each other such as husband and wife, father/mother and minor son/daughter and minor brother/sister shall Quotation separately under different names OR establishment for the same contract.

[e] If it is found that any firm having common partner/proprietor who are connected with one another either financially or as principal and Agent or Master and Servant closely inter related such as husband/wife, father/mother & minor son/daughter and minor brother/sister have quoted separately under different names or establishment for the same contract, the Quotation shall stand rejected and quotation deposit shall be forfeited. Any contract entered into under such conditions will be liable to be cancelled at any time during its currency.

[f] The successful quotationer is requested to fill up the attached format of Annexures enclosed with the quotation.

[g] All GST charges and other duties on material obtained for the work from any source shall be borne by the contractor as per the provisions of GST Act.

[h] It is essential on part of the Quotationer to collect complete details of the articles to be supplied and/or works to be carried out before submitting his offer as no claim arising out of ignorance on part of the Quotationer will be entertained later on.

[i] The quotationer/bidder specify the make of spares materials.

[j] If the quotationer fails to submit relevant information with the quotation, MCGM will ask for necessary information/clarification /documents from the quotationer before proceeding further with the evaluation of the quotation within the period of 3 days from the date of opening. If the quotationer fails to submit the required information/clarification /documents the quotation submitted by the quotationer shall be treated non-responsive.

[k] If the contractor breaches any or all of the conditions mentioned in the document, he is liable for any or all the penal action such as cancellation of Purchase order (P.O.), forfeiture of E.M.D., cancellation of Vendor Registration Nos., debarring the firm from participation in future quotation process as deemed fit by MCGM authorities.

[l] For any dispute regarding the said contract, the matter shall be subject to jurisdiction of Court in Mumbai.

**A.E. (SWM) M-W WARD**

**ANNEXURE - A**

**To,  
The Municipal Commissioner  
BHRIHANMUMBAI MAHANAGARPALIKA  
Mahapalika Marg,  
MUMBAI - 400 001.**

**Sub:-** Providing of Temporary Container Toilet (Female) at Kurla Signal in M  
West Ward.

**Due on:-**

**Sir,**

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

Yours faithfully,

**QUOTATIONER'S SIGNATURE &**

**OFFICE STAMP**

**QUOTATIONER'S FULL**

**ADDRESS**

**& TELEPHONE NO. :**



## ANNEXURE - C

To,  
The Municipal Commissioner  
For the **Municipal Corporation of Greater Mumbai**  
Sir,

BMC Bid Invitation No. \_\_\_\_\_

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

“I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product/similar product/ systems or sub systems 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 M.C.G.M.** also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

“I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect. I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds 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, considering this aspect, before invoking the penalty, blacklisting etc. I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has arisen.

“In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

**TENDERER'S FULL SIGNATURE  
WITH FULL NAME & RUBBER STAMP**

**(Note:- This affidavit should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration number)**

## **ANNEXURE - D**

**To,**

**The Municipal Commissioner,**

**BHRIHANMUMBAI MAHANAGAR PALIKA**

**Mumbai.**

### **UNDERTAKING CUM INDEMNITY**

I, \_\_\_\_\_ . having its office at \_\_\_\_\_ Mumbai – do hereby state and give undertaking as under :

And whereas MCGM had published the quotation notice for the above mentioned work and whereas we want to participate in the said quotation procedure. We hereby given an undertaking-cum-indemnity bond as hereafter appearing.

I agree, I under any other name or under the name of any other establishment/ firm or otherwise, nor are we in any way related or concerned with any establishment/firm or any other person, who have filled in the tender for the aforesaid work.

I agree and undertake that my firm is not under any penal action such as Demolition, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government and Government Undertaking etc.

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

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

**Signature of the Quotationer and  
Office stamp  
Trading under the  
name and style of**

**(Note:- This affidavit should be given on Rs.100/- stamp paper duly notarized by Notary with red seal and registration number)**

# ANNEXURE - E

## Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

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 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.
- 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 at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
(SWM, M/EAST)

**Sub:- Providing Temporary container Toilet (Female)at Kurla Signal  
in M/W Ward**

**Technical Specification**

1. Container toilet should be minimum 4 X 4 feet size.
2. Successful Quotationer should provide Portable toilet as per site situation.
3. Appropriate size of septic tank should be installed inside the Portable toilet block and also provide water tank of appropriate size.
4. Container toilet should be rigid and strong in structure.
5. Container toilet must have internal electric wiring including light fitting in each seat and light fitting on outer side of Portable toilet, all connections joints at C.B.
6. Container toilet must have water tap.
7. It should be water leakage proof, if leakage found within 1 year, supplier should attend it immediately.
8. Portable toilet should be internally shock proof.
9. Good quality of painting on both side of Container toilet (inside and outside).
10. Succeeded quotationer should be give free delivery of Portable toilet at site given by ward.
11. It is responsibility of successful quotationer to install toilet at said site.
12. Successful quotationer give delivery within 15 days after placing work order.
13. No extra charges or compensation given to quotationer amount which is stated in work order.
14. Container toilet should have proper foundation base & framework so that 30 to 50 people can use per day.
15. BMC will not responsible if any accident or mishap happened on site during work by quotationer. Also BMC will not given any compensation for the same before work completion and Portable toilet handed over to BMC by quotationer.
16. The Municipal Commissioner reserves the right to accept or to reject any quotation without assigning any reason.

Sd/-  
Asst. Eng. (SWM) M/W WARD

**BRIHANMUMBAI MUNICIPAL CORPORATION**

No.: AE/ S.W.M. / /M/E Dt. / /2024

**Sub:- Providing Temporary container Toilet (Male)at Kurla Signal  
in M/W Ward**

**Bill of Quantities & Rates**

<b>Sr. No.</b>	<b>Description</b>	<b>Estm. Qty</b>	<b>Unit</b>	<b>Basic Rate/shift Rs.</b>	<b>Taxable value Rs.</b>
1	<b>Providing Temporary container Toilet (Male) at Kurla Signal in M/W Ward</b>	1	Job		
				GST 18%	
				<b>Total:-</b>	