



E –quotation for

Name of the work

“Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital.”

Website – <https://mahatenders.gov.in>

e-quotation no- 2024_MCGM_113936_1 Due Date– 18.10.2024

Office of the

Deputy Chief Engineer (Solid Waste Management) Planning,

Fourth Floor, Municipal Khatav Market Building,

Opposite Avishkar Building, Khatavwadi, Sleater road,

Grant Road (W), Mumbai-400007

Phone:- 022-23877691/23844450

Email- (ee1swm.pl@mcm.gov.in/

dycheswmplanning.swm@mcm.gov.in)

**Sd/-
S.E.(SWM)Pl.**

**Sd/-
A.E.(SWM)Pl.**

**Sd/-
E.E.(SWM)Pl.**

Brihanmumbai Municipal Corporation

Solid Waste Management(Planning)

E-QUOTATION

E-quotations are invited for "Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital." as per attached terms and conditions specifications and Schedule of quantities.

The contractor who are not registered with BMC will have to apply for registering their firm within three month (03) months period from the award of contract, otherwise their Bid security i.e. E.M.D.(earnest money Deposit) will be forfeited/ recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from <https://mahatenders.gov.in>.

Quotation fees of Rs.330 plus 18% GST., shall have to pay in the BMC's CFC after opening of Packet 'A' & 'B' and before opening of Packet 'C'.

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 Account Officer (FAR), 3rd floor, Municipal Headquarter.

ii) Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai

iii) For e-Tendering registration, enrolment 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 centre, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs.6000/-

The E.M.D is refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money

Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on mahatenders portal (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A,B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. Ch. Eng.(SWM) Planning. The Packet C shall be opened if bids submission in Packet A & B 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 bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on 'Tenders Maharashtra' Portal. (<https://mahatenders.gov.in>) and also on BMC portal.

The Applicants interested for the above referred works may contact the Dy. Chief Eng. (SWM) Planning at the following address on any working day during office hours.

Office of the

Deputy Chief Engineer (Solid Waste Management) Planning,

Fourth Floor, Municipal Khatav Market Building,

Opposite Avishkar Building, Khatavwadi, Sleater road,

Grant Road (W), Mumbai-400007

Phone:- 022-23877691/23844450

Email- (ee1swm.pl@mcgm.gov.in/ dycheswmplanning.swm@mcgm.gov.in)

The applicants may wish to visit the site under reference and can collect the information of the present status from the department who have invited the bids.

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 Website of 'Tenders Maharashtra' (<https://mahatenders.gov.in>).

Bidders are also advised to refer "Bidders Manual Kit" available at

<https://mahatenders.gov.in/nicgep/app> page-> Bidders Manual Kit & service -> page for further details about the e-tendering process.

For any help, in the e-Tendering process, can be availed 24 x 7 by dialing help-desk number 012-4001 002/0120-4001 005 /120-6277 787 on all working days. Email sport Technical : support-eproc@nic.in.

SPECIAL NOTE :

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON NIC PORTAL (<https://mahatenders.gov.in>).

Sd/-

Executive Engineer (SWM) Planning

Tender/ e-quotation Document No.	2024_MCGM_1113936_1
Name of Organization	Brihanmumbai Municipal Corporation (BMC)
Subject	Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital.
Cost of Tender	Rs. 330/-+ 18% GST
EMD	Rs.6000/-
E-quotation Validity	90 days
Date of issue and sale of tender	12.10.2024 from 15:00Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	18.10.2024 upto 16:00Hrs
Submission of Packet A, B & Packet C (Online)	18.10.2024 upto 16:00Hrs
Pre Bid Meeting	NA
Opening of Packet A & B	21.10.2024 after 16:00 Hrs
Opening of Packet C	after 12.00hrs
Address for communication	Office of the Dy.Ch.Eng.(SWM) Planning Fourth Floor, Municipal Khataav Market Building, Opposite Avishkar Building, Khatavwadi, Sleater road, Grant Road (W), Mumbai- 400007 Phone:- 022-23877691/23844450 Email- (ee1swm.pl@mcgm.gov.in / dycheswmplanning.swm@mcgm.gov.in)
Venue for opening of bid	On line in Dy. Ch. Eng.(SWM) Pl.'s office

This document is not transferable.

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

Sd/-
Exe. Eng. (S.W.M.) Planning

MANDATORY CONDITIONS OF eQUOTATION

The conditions stipulated below are the mandatory conditions. Quotationers(s)/ bidders are requested to note that the Municipal Commissioner shall reject the Quotation if the Quotationer)/ bidders do not fulfill these conditions:-

- a) Do not pay the Earnest Money Deposit (E.M.D.)
- b) Do not submit duly filled Annexure, Proforma, and Undertaking etc.
- c) Do 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 / bidder shall pay the **Earnest Money Deposit of Rs. 6000/-**. 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. **E-TENDERING ONLINE SUBMISSION PROCESS:**
BIDDERS 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 e-tendering 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.
3. The application form can be downloaded from <https://mahatenders.gov.in>. **Tender Scrutiny fees Rs. 330/- + 18% GST**, shall have to pay in the BMC's CFC after opening of Packet 'A' & 'B' and before opening of Packet 'C'.
4. Any addition or alteration, if carried out in the contract specification or in the schedule of the Quotation, same will render the Quotation invalid.
5. The Quotation, which is not duly signed at specified places, will be rejected.
6. 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.
7. The Quotation/s shall be valid for a period of **90 days**.
8. Quotationer/s shall submit/ upload the following Undertakings separately on Rs.500/- stamp Paper in Original, as per the prescribed formats along with their offer.
 - i. Annexure D : Undertaking Cum Indemnity Bond.
 - ii. Annexure E : Undertaking in respect of offering the Best Price.

9. Taxes & Duties

GST and other state levies / cess which are not subsumed under GST will be applicable. The quotationer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any taxes & duties. Wherever the services to be provided by the quotationer falls

under **Reverse Charge Mechanism**, the price quoted shall be exclusive of GST, but inclusive of taxes / duties / cess other than GST, if any. 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. “Chapter XXI-Miscellaneous, section 171(1) of GST 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 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 the provisions of GST Act will be applicable to the quotation.

Note: Quotationers should note that the lowest quotationer shall have to submit Annexure F (Irrevocable Undertaking) on Rs.500/- Stamp Paper, duly notarized.

10. Period of delivery of articles / completion of work shall be 30 days from the date of receipt of the work order.

11. Terms of payment:- As per the Municipal procedure, the running/material payment of work done will be made within 30 days from the receipt of the bill, subject to verification as per normal rules.

The Quotationers /Contractors should quote the Banker’s Name, Branch and Account Number as submitted at the time of Vendor Registration, so that the payment will be made through E.C.S./R.T.G.S./N.E.F.T./C.B.S. in Contractor’s/Suppliers’ Account in their respective Branch of the Bank. (In case there are changes, the Contractors/Suppliers shall have liberty to inform the necessary changes so far as Account Nos. and names of the Bank are concerned). Circular No. CA/FCH/35 of 07.07.1982.

12. Intending Quotationers are informed that the payment of the bills and other claims arising out of the contract will be made in the name of their bank. Successful Quotationer, therefore will have to furnish the information as regards the name and complete address of their bank, its branch and their bank A/c. No. etc. along with the Quotation documents. They will also have to submit fresh information when there is any change in this regard.

13. 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.

14. **Guarantee/Warranty:**

- i. The successful quotationer shall have to furnish a free maintenance guarantee (on the Municipal prescribed form affixed with Special Adhesive Stamp of Rs.100/- thereon) for 12 calendar months from the date of supply / commissioning of completion of the work for any manufacturing defects or faulty workmanship. Any defect is noticed within the guarantee period and intimated to the contractors, they shall rectify the same free of cost.
- ii. The successful Quotationer shall enter into a written contract with Municipal Commissioner in the Municipal prescribed form. The requisite legal and stationery charges for preparation of the contract agreement shall be payable by the successful Quotationer. The requisite legal and stationery charges for the preparation of the contract at Rs. Are shown below :-

<u>Contract Value</u>	<u>Legal and Stationery Charges</u>
Up to Rs. 50,000/-	Nil
Rs.50,000/- to Rs. 1,00,000/-	Rs. 5710/-
Rs. 1,00,001/- to Rs. Rs. 3,00,000/-	Rs. 9430/-

Stamp Duty applicable as below:-

For contract value up to Rs.10,00,000/- Rs.500/-

15. The Successful Contractors shall pay contract deposit / security deposit in the form of cash/ DD/BG amounting to 5% of contract value within 15 days of date of issue of Work Order. The 5% of contract value submitted by the contractors as security deposit, shall be returned/refunded after warranty and/or free maintenance period is over, with satisfactory performance.

16. In case of Bank Guarantee, the validity of the same shall include the period of guarantee of the supply/work from the date of satisfactory supply of articles / completion of the work.

17. The Quotationers shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be absolutely forfeited to the Corporation.

18. **Penalty / Compensation for delay :** 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 greed 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 (originally stipulated or as extended) not exceeding 3 days. No penalty.
- b) Completion Period exceeding 3 days but less than FOUR WEEKS): **to the extent of ½% per week subject to maximum 2.5 % of the contract cost.**
- c) Completion Period exceeding FOUR WEEKS: **Work will be cancelled and EMD forfeited. Further penal action shall be taken as per BMC rules, prevailing in such matters.**

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.

- d) 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.
- e) Penalty for inferior supply from defaulting contractors / suppliers: - 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 Commissioner's reserves right to levy penalty for**

such inferior supply from contractors not exceeding 20% of the cost of supplied material.

19. a) Firms with common proprietor/ partner or connected with one another either financially or as principal and or 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 and minor brother/sister shall not tender separately under different names for the same contract.

b) If it is found that firms have given Quotations separately under different names for the same contract all such Quotations shall stand rejected and Earnest Money Deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishment shall be liable at the discretion of the Municipal Commissioner for further penal action including black listing.

c) If it is found that closely related person have submitted separate tenders/quotations under different names of firms/ establishments but with common address for such establishments/ and/ or if such establishments / firms, though they have different addresses are managed or governed by the same person/ persons jointly or severally, such Quotation shall be liable for action.

If after award of contract, it is found that the accepted tenderer/quotationer violated any of the Clauses, 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 firm/ establishment.

20. **Jurisdiction of Court :**

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 proceeding in respect of any such claim dispute or difference shall be instituted in a competent court in the City of Mumbai only.

21. Quotationer/s shall have to submit 'Certified copies' of the following documents along with the Quotation.

- i. GST Registration Certificate with SAC / HSN code.
- ii. Receipt of payment towards EMD.
- iii. Latest partnership Deed, in case of Partnership firms.
- iv. Power of Attorney, duly registered with BMC Accounts Office.

- v. list of works/supply, carried out earlier and the names of Agency/Department through which or for which the works were carried out and/or supply was made, if asked for.
 - vi. List of skilled staff, who is going to execute the work at site, if asked for.
 - vii. Full name and qualifications and other details of the supervisor to be appointed by the contractor at site for the supervisory staff, if asked for.
 - viii. Registration certificate, if he is a Municipal Registered Contractor.
 - ix. Irrevocable Undertaking in the format of “Annexure F” (on Rs.500/- Stamp Paper duly notarized) /or pay online by visiting website www.mahakosh.gov.in link gras.mahakosh.gov.in.)
 - x. Declaration cum Indemnity Bond, in the format of Annexure “D” (on Rs.500/- Stamp Paper) /or pay by visiting website www.mahakosh.gov.in online link gras.mahakosh.gov.in.)
 - xi. Undertaking for Best Price in the format of Annexure “E” (on Rs.500/- Stamp Paper duly notarized) /or pay by visiting website www.mahakosh.gov.in online link gras.mahakosh.gov.in.)
22. The Quotation may be considered incomplete and invalid unless,
- i. It is signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following three places.
 - i. The printed undertaking addressed to the Municipal Commissioner.
 - ii. The Schedule of quantities and rates and
 - iii. The Specifications.
 - ii. The name & address of all partners are given in the space provided thereof.
 - iii. Copy of PAN duly attested is produced along with the quotation.
 - iv. A certified copy of GST registration certificate produced along with the Quotation.
 - v. Past performance report is furnished, if asked for.
 - vi. The drawing, literature, brand name, make etc. are furnished, if asked for.
 - vii. The Registered Contractors of M.C.G.M. shall submit attested copy of

the Registration Certificate with an appropriate class/ category is furnished, in case of quotation for supply.

viii. The latest copy of power of Attorney / Partnership deed.

ix. Annexure 'A' and Annexure 'B' duly filled in and signed.

23. **Insurance:** As per Maharashtra Government G.R.No. GEN/1998/1357/Pra Kra-166/98/ UDD-24 of 03.11.2003, the contractor shall execute third party insurance of the contract work from the Directorate of Insurance, Maharashtra State & submit supporting documents to that effect after award of the contract.

24. **Refund of Earnest Money Deposit (EMD).**

i. After issue of Acceptance Letter of contract for first lowest responsive quotationers, the Earnest Money Deposit will be refunded to bidders lowest without any request in writing.

25. **Evaluation of Quotation / tender :** The offers will be evaluated on basis of lowest grand total of all items in the in the Schedule / Bill of Quantities & Rates. The offer will not be divided ad per individual item in the offer.

26. **Note:**

➤ If it is found that the quotationer has not submitted required documents in Packet "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.

PACKET - C

For Packet 'C' quotation(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his item wise rates.

27. **Note:- The bidder shall disclose the litigation history in packet 'B' under the head "Details of Litigation History" on their letter head.**

If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is litigation History - Litigation History must cover - Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid

about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC & BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quantity, output, delivery of any goods or any work execution and within the timeframe.

**Sd/-
Executive Engineer (SWM)Planning**

Annexure 'A'

- a) Quotation No. :
- b) Quotationer's name :
- c) Quotationer's address ;
& Telephone/E-mail id No(s)
- d) Whether registered under : Yes / No
GST Act (Registration
must be effective on date of
Quotation)
Reg.No. :-
- e) Certificate in support : Enclosed / Not enclosed.
Of (d) above if registered.
- f) Banker's Name and Branch : _____
Account No. SB/CB _____

Signature of Quotationer

Trading under the name
and style of

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

Annexure '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 is 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. :

Signature of authorized person
of concern / company

**Trading under the name
and style of**

BRIHANMUMBAI MUNICIPAL CORPORATION

To,

The Municipal Commissioner
Brihanmumbai Municipal Corporation,
Mahapalika Marg,
Mumbai 400 001.

Sir,

I/We read all the terms and conditions in the above notice and accept the same.

“I/We

_____ (Full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of Business, for the establishment/firm/registered company, named herein below, do hereby quote _____

_____ for the “.....” as per the specifications referred to and laid down in quotation and signed by me/us”.

I/We _____

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, now are we in any way related or concerned with the establishment/firm or any other person, who have filled in the Quotation for the aforesaid work.”

I/We _____

_____ have filled in the accompanying Quotation with full knowledge of 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 tender/ 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.

Yours faithfully,

**Quotationer's Signature
and office stamp**

**Trading under the name
and style of**

Quotationer's full address
and telephone No(s) if any :

M/s. _____

Annexure 'C'

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.

34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

Annexure 'D'

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

- 4) 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.

2. 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, BMC 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 Quotationer/Bidder

ANNEXURE “E”

Undertaking for best price

(As per circular u/no. DMC / CPD / OD / 15 Dtd. 06.05.2013 , to be submitted along with the quotation on stamp paper of Rs. 500/- duly notarized by notary with red seal and registration number)

Quotation No. _____

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 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 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 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 instructions and directions given in this behalf in this tender.

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 tender 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.**

Annexure F

(On Rs. 500/- stamp paper duly notarized)

Irrevocable Undertaking

(As per circular u/n.CA/F/PROJECT/19/DATED.15.09.2017)

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 won knowledge & belief. Solemnly affirmed at

This day of

DEPONANT

Interpreted Explained and

Identified by me

BEFORE ME

Annexure "G"

BANKERS GURANTEE IN LIEU OF CONTRACT / SECURITY DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first _____ part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE Brihanmumbai Municipal Corporation (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution _____ of _____ the _____ work _____ of _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security – deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has

agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs._____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs._____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer’s _____

address _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

AGREEMENT FORM

Tender / Quotation dated 20....
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

.....(Hereinafter called "the contractor of
the one part and Shri.....

the D.M.C.(SWM) (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 D.M.C.(SWM) of the second part and the Brihanmumbai Municipal Corporation (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 BMC
- 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 D.M.C.(SWM) in the presence of

Ex. E.(SWM)Planning.

D M.C.(SWM)

The Common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Annexure 'H'

(To be filled by the Quotationer)

SPECIFICATIONS

Subject: “Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital.”

I. General :-

Garbage bins are manufactured from virgin High density polyethylene material and used for collection of solid waste to satisfy the critical requirements of MSW rules, 2016. These bins can be easily lifted and emptied. Therefore, there is demand for these for collection of dry , wet garbage, domestic hazardous waste from households.

The tenders/ quotations aims at inviting knowledgeable and resourceful manufacturers & authorized dealers for Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity BYL Nair Dharma Hospital.

II. Contract Period:

The contract period is for **(30 days)** from the date mentioned in LOA (Letter of acceptance).

III. Technical Specifications:-

a. **Raw material** :- The bins and lid shall be made from Virgin High Density Poly Ethylene (HDPE). The material shall be heat and chemical resistant and shall be UV stabilized. The Garbage bin made from such material which shall meet the performance requirements as per prevailing standards.

IV. Marking on Bins: Each bin shall be duly embossed with following:

- a. **“BMC”** letters for bin and lid of suitable letter size.
- b. Manufacturer’s name or the trade mark.
- c. Year & month of manufacturing
- d. The nominal volume
- e. Minimum carrying weight in kg.
- f. screen printed “Clean Up” logo.

V. Colour:-

- The colour of pedal operated 120 ltr bins shall be of Green-60 nos. and Blue- 60 nos.
- The colour of the bins shall be aesthetically pleasant.
- BMC has preserves right to change the colour of bin & lid as per requirement at any stage. Contractor has to follow the instructions of BMC time to time.

VI. **Delivery:** Delivery of the items shall be done at T.N.Medical Collage and B.Y.L.Nair Ch. Hospital, Mumbai Central, Mumbai- 400008

VII. **Special instruction to Bidder**

- a. The bidder shall submit latest test report (Not more than 1 year old on the due date) of the test specified from Government/ Government Approved laboratory / Lab having NABL accreditation along with bid. The quotationer should give an undertaking on oath on Rs. 500/- stamp regarding genuineness of documents submitted related to test report and should be ready to face action in case of the claim of tenderer regarding genuineness of test report is proven false at any time in future.
- b. The contractor should give one year warranty for replacement of defective bins, if the bins or any component of bins are found defective due to manufacturing defects, poor workmanship or sub-standard material. Such bins should be replaced free of cost. The one year warranty be calculated from the date of delivery.
- c.No escalation in the cost of whatsoever nature will be allowed within contract period.
- d. **VALIDITY OF e-QUOTATION:** Every quotation shall remain firm and valid at least for 90 days from the date of opening of the e-Quotation. Quotations specifying the validity less than 90 days may be rejected outright.
- e.Contractor shall submit following delivery documents along with supply to the office of Dean, T.N.Medical Collage and B.Y.L.Nair Ch. Hospital-
 - copies of invoice and challans showing description, quantity etc.
 - copies of packing list.
- f. Contractor shall submit invoice along with delivery documents to the office of Dy.Ch.Eng.(SWM) Planning.

VIII. **Award of Contract** : Municipal Commissioner is not bound for any relief / compensation if there is any reduction in the scope / quantum of the work/supply or if no work is awarded at all.

IX. **Penalty** : Without prejudice to the difference conditions prescribed for timely completion of supply, delay in completing project/supply, short supply etc. for which penalty clauses are included under GCC as well as separately in the tender, following conditions shall also apply-

a. **On failure to supply :**

If the contractor fails to supply satisfactorily any of the indented goods or fails to supply the same within the prescribe time or fails to replace any defective goods the competent officer, without prejudice to other rights of taking action, shall be at liberty to procure the same from the open market, at the risk and cost of the successful contractor in all respect and all expenses thereby including extra cost incurred shall be payable by the defaulting contractor. BMC may recover such dues from any moneys due to the contractor under this or any other contract between the Contractor and the Corporation.

b. **On supply of inferior quality:** In case material supplied is found to be of inferior quality, it shall be within the competence of the Municipal Commissioner, without prejudice to his other rights and remedies under the contract, to call upon the contractor to pay such amount not exceeding the cost of the substituted goods procured by the competent authority, plus such further amount not exceeding 20 percent of the cost as he may think proper, as liquidated damages for each such default and any such decision of the Municipal Commissioner shall be final and binding upon the contractor who shall be bound to pay such amount forthwith on demand made upon them in that behalf.

c. Subject to force majeure. If the Supplier fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the contracts, the department shall, without prejudice to its other remedies under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed Goods or Services contract price. Once the maximum is reached the department may consider termination of the Contract.

d. All such work as is not in accordance with the direction of the 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 without 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 of expense thereby incurred including 15 per cent 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 the Engineer an appeal shall lie only to the Commissioner within seven days of 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.

Annexure 'I'

1. Pedal operated bin



Image is for
reference only.

Sr. No.	Specifications	Required by BMC	Offered by the Quotationer
1.	Capacity of bins in Ltrs	120	
2.	Lid	Flat lid	
3.	Pedal material	Mild Steel	
4.	Colour	Green-60 nos. Blue-60nos.	
5.	Wheels required	Yes	
6.	Material	HDPE	
7.	Overall weight	Min. 8 KG	
8.	Others if any	-	

Quotationer's full Signature with full name
& address with rubber stamp.

Brihanmumbai Municipal Corporation
Solid Waste Management Department

Sub:- Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital.

Bill of Quantities & Rates

Sr.No	Description	Qty.	Per	Rate (Rs.) (Inclusive of all taxes, Duties, Levies etc) (In Rs.)	Amount (Rs.)
1.	Supply of pedal operated closed HDPE refuse bins of 120 ltr capacity for Bayal Nair Dharma Hospital.	120	No.		
Total Amount in Rs.					

**** Note:**

- 1. Bidders are requested not to quote anything on this page. This is only for reference.**
- 2. The rate quoted shall be inclusive of all taxes and duties.**
- 3. This BOQ is for representation purpose only. Bidder has quote the rates in online system only.**