

BRIHANMUMBAI MUNICIPAL CORPORATION

**Assistant Commissioner, H/ East Ward Office Building,
1st Floor, T.P.S. 5, 2nd Road Prabhat Colony, Santacruz (E) Mumbai-400055**

ACHE/876/SR/AEM Date 08.09.2024

Rate Quotation Notice

The Brihanmumbai Municipal Corporation intends Regarding calling for rate sheet from open market for supply and installation of flags along with Selfie Point Canvas for implementation of “Har Ghar Tiranga 2024” initiative in H/ East Ward. The Assistant Commissioner, H/ East Ward, invites **Sealed quotations** from the firm dealing with the below mentioned description at H/ East ward:-

Sr. No.	Description	Unit	Rate Quotation
1	Providing and fixing 20”X30” Tricolour Indian Flag as per location suggested by this office staff.	Per Nos.	
2	Providing and fixing 12’X 8’ Selfi Point and 12’X 8’ Canvas as per attached design at location suggested by this office staff.	Per Nos.	

The blank quotation forms will be available with Head Clerk (Expenditure), H/East Ward from 10.08.2024 (from 10.00 AM) to 12.08.2024 (Upto 05:00 PM).

The sealed quotations should reach to the office of the Assistant Commissioner, H/ East Ward on due date i.e. 12.08.2024 up to 05:00 p.m. Quotations will be opened on the same day at 05:30 pm.

The quotationer should pay EMD and applicable charges to be paid before allotment of work by pay order/demand draft in the office of Assistant Commissioner, H/ East up to any previous working day during cash hours in CFC, H/ East between 08.00 a.m. to 8.00 p.m. Pay Order/Demand draft should be drawn in favour of Brihanmumbai Municipal Corporation payable at Mumbai.

Quotation document shall not be sent by post.

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Asstt. Commissioner H/ East Ward

BRIHANMUMBAI MUNICIPAL CORPORATION

General Stipulations:

- ❖ Bidders are requested to read carefully the offer form/quotation notice, visit the respective sites and read the following directions, the terms and conditions of the contract and sign the form of quotation, annexure, etc., after making appropriate entries wherever necessary.
- ❖ All entries should be in clear writing and legible. Any corrections made by the bidder in his entries must be attested by the signatory. Offer containing erasures or alterations not so attested or written in illegible form are liable to be rejected. The offer shall be firm and no variation will be allowed on any account.
- ❖ If the offer of 1st Highest bidder is accepted by BMC but for one or the other reason if 1st Highest bidder does not respond to BMC within stipulated time period, then amount of E.M.D. will be forfeited. However, if 2nd highest bidder accepts the highest offer of the first highest bidder then the contract will be allotted to that 2ndHighest bidder.
- ❖ All the applicable charges/taxes/cess/service tax / GST etc. shall be borne by the bidder(s).
- ❖ In the event of offer being accepted, the contract must be signed by all the members of the firm present in Mumbai and should one or more partners be absent, the signatory must produce a power of attorney, authorizing him to sign on behalf of all the partners.
- ❖ The Commissioner does not bind himself to accept the highest or other offer.
- ❖ Offer documents are not transferable.
- ❖ In the event of dispute the Municipal Corporation of Greater Mumbai and the Contractor, the dispute would be subject to the jurisdiction to the courts in Mumbai.
- ❖ If any bidder does not fulfill the mandatory conditions stated in the offer documents his offer will be rejected.
- ❖ **Brihanmumbai Municipal corporation reserves the right to accept / reject any or all offer and to annul the e-quotation process at any time prior to award of contract, without thereby incurring any liability to the affected offerer(s) or any obligation to inform the affected offerer(s) of the grounds for the Employer's action.**
- ❖ **To Submit undertaking stating that "the rate submitted are best as per market rate only and if deviation or discrepancy found I will be responsible for the same and I will be liable to pay difference amount if any."**

Terms and Conditions of the Contract:

1. In the event of agency committing breach in the observance and performance of the terms and conditions, the advance license fees & security deposit amount will be forfeited by the Municipal Commissioner.
2. The agency shall pay all rates, taxes, assessment & service tax whatsoever which are payable or may hereafter be levied and payable to the Government, Municipal Corporation or any other authority as applicable.
3. The agency shall not engage or employ any person suffering from any disease, contagious, infections or otherwise dangerous to human life and health.
4. The agency shall at all times duly observe the provisions of employment of children Act XXVI of 1938 and any other similar Acts and any re – enactment or modification of the same and will not employ or permit any person to do any work on the car and parking space in contravention of the provisions of the said Acts.
5. The agency shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by the Municipal Commissioner in this behalf.
6. The agency shall not assign, sublet or transfer the benefits and the privileges of the contract hereby granted or any part thereof or any interest therein to any person or persons.
7. The agency shall carry on the work of fulfillment of his/their obligation undertaken by them to the entire satisfaction of the Corporation. The agency shall be responsible totally for all activities on site including those of their employees temporary or otherwise. The agency shall also be held responsible for any misbehavior over charging or illegal activities etc. done by them or their employees during manual operation of site.
8. The agency shall keep the Corporation, their Officer and servants harmless and indemnified from and against all losses, suits, damages, costs, charges and claims, and demand, whatsoever including claim under the Workmen's Compensation Act, 1924, their Officer or servants may sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the Corporation whether resulting directly through any accident or otherwise to life or property. The agency shall submit the copy of workmen's compensation insurance policy from Directorate of Insurance, Maharashtra State.
9. In case of any dispute or question, the Municipal Commissioner's decision shall be final and binding upon the agency.
10. The agency shall be binding upon all the contract laws/ Acts.
11. The agency shall provide labourers and vehicle as per instructions of BMC staff.
12. The shift of labourers and vehicle will be minimum 08 hrs in any shift as per instructions of BMC staff.

13. In the event of breach of any of the terms and conditions of this agreement by the agency the Additional Municipal Commissioner or any other Officer appointed on his / her behalf shall be at liberty to revoke contract with 7 (seven) days notice or penalty will be imposed in case of such observation / default.

- Committed breach of any of the terms of contract or
- Has failed to comply with the instruction issued by Corporation or his authorized officer or
- Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the contract or
- Non courteous rule behavior with the travelers / customers or
- In case the agency is found Charging any rates other than prescribed by BMC
- In case the agency is found sublet or transferred the benefits and the privileges of the contract hereby granted or any part thereof or any interest therein to any person or persons or agency his contract will be terminated.

14. The agency shall be liable to pay the penalty in case of:

Sr. No.	Description	Penalty
1.	Any lapses found	Rs. 10000/- per lapse

The agency shall pay penalty amount mentioned in the penalty letter within 7 days of issue of penalty letter failing which same will be recovered from security deposit. No further -correspondence will be entertained in this respect.

15. Agency should take a note that to take utmost care to avoid any disrespect of Indian Tricolor Flag and Flag Post should be firmly installed.