MUNCIPAL CORPORATION OF GREATER MUMBAI Public Health Department Rajawadi Hospital <u>E-BID/Quotation</u>

Ref: Quotation No/ Bid no.:-7200034272 QUOTATION DUE ON: -05.08.2022 Time Up to: - 16.00 hrs

Office of the Medical Superintendent Rajawadi Hospital Ghatkopar (E), Mumbai-400077

Subject: E-Bid/Quotation for Hiring of one Non- A.C. vehicle for collecting blood samples from peripheral hospitals & delivering it at kasturba on daily basis.

Gentleman,

The Medical Superintendent, Rajawadi Hospital, Ghatkopar (E), on behalf of Municipal Commissioner invites e-Bid/Quotations for the work specified in subject above.

If you have all or any item in stock OR are in capacity to carry out the work then submit the ebid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Quotation need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Quotation opening when the relevant details will be read out.

SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF MCGM

1. Earnest Money :

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through MCGM's SRM Portal along with the submission of the bid online.

If during the Bid/Quotation's validity period, the Bidder withdraws his Bid/Quotation, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/Quotation/s for further works of the Municipal Corporation of Greater Mumbai.

The successful Bid/Quotation's Earnest Money will be retained as security till the completion of the work.

The Bidder shall note that the Works Contract Taxes levied by the Government shall be borne by him, for which no reimbursement shall be made by the Corporation. He should therefore, take this factor into account while quoting for the work. No interest will be paid on any Bid/Quotation deposit/guarantee.

2. Submission of Bid/Quotation Online :

As MCGM switched to E-Bidding, all the references in respect to traditional bidding three packet process like packets A, B, C etc may please be ignored, if found any. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.

The document/s available in "<u>MCGM documents</u>" folder of the respective E-Bid/Quotation on MCGM portal is/are part of Bid/Quotation, unless stated otherwise in the Bid/Quotation document.

Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the Bid/Quotation as well as confirmation of the bid/s offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.

All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e Bid/Quotation/Biding to procure digital signature certificate, which can be obtained from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safe scrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

Prices quoted shall be firm and no variation shall be allowed on any account. In the event that prices for some items specified on lump-sum basis, where unit price/s are required, the Corporation reserves the rights to evaluate unit price/s on the basis of the given lump-sum price/s. Queries relevant to the Bid/Quotation documents shall be immediately informed to concerned help desk.

3. Submission of the Bid/s :

The e-Bid/Quotation shall be submitted in packets/folders i.e. Technical Bid / Documents in folder "*Bidder Documents* – *Packet 'A & B'*, while price/rates/commercial offer in "Item Data" online. Upload the e-Bid/Quotation (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named "Bidders Documents". System will prompt for digital signature certificate while uploading these documents.

4. Eligibility Criteria

The quotationer(s) in their own name should have satisfactorily executed at-least two works of similar plumbing related work during last three (3) years.

5. Packet Bid System:

In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Quotation i.e. eligibility criteria / per-qualifying criteria etc. bid documents in Packet/Folder 'A cum B' & commercial bid/rate in "*Item Data*"/ "*Packet C*". All the packets/folders shall be filled as follows '

5.1) Folder for "Bidder Documents – Packet A & B"

PACKET "A" (Eligibility criteria):-

- (1) Firm registration certificate.
- (2) The Bidder must scan and upload his original certificate of registration of GST issued by Govt. authorities in prescribed form.
- (3) Upload the "PAN Document" as follows.

3.1) Bidder should scan and upload his own "PAN Card" in case of Retailer/Dealer/Supplier/Distributor, etc.

3.2) In case of Company or firm the Bidder should scan and upload ;

(3.2.1) 'PAN' Card of proprietor in case of proprietary or ownership firm.

- (3.2.2) 'PAN' Card of a company in case of private limited Co.
- (3.2.3) 'PAN' Card of a firm in case of partnership Firm.
- (3.2.4) The Sansthas/Society/Trust which are registered under Public Trust Act 1950/Registration Act 1860/The Maharashtra co.op.societies Registration Act 1960(whichever is applicable) has to scan and upload the PAN Card of Sansthas/Society or Trust only.

3.3) However, in case of public limited companies, semi-govt. undertakings, govt. undertaking, no 'PAN' documents will be insisted.

- (4) E- Bid/Quotation document except Schedule of quantities.
- (5) Photograph of individuals, proprietor or all partners as the case may be;
- (6) Certified documents in concerned with specified Pre-qualification or Eligibility criteria
- (7) Attested copy of Power of Attorney (if applicable)
- (8) Bidder Profile (Annexure "A")
- (9) "Self declaration for self attestation" document in prescribed format
- (10)"Undertaking" document in prescribed format

Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria, specified if any.

PACKET "B" (Technical Bid):- Packet "B" shall contain following documents;

- (1) Signed copy of Technical Specification/Scope of work.
- (2) Product Data Sheet of quoted make/model (applicable for purchase of equipment/plant & machinery).
- (3) The bidder must have carried out minimum 2 related / similar works within last 3 years in any MCGM / Government /Semi Government as per the eligibility criteria.
- (4) The Bidder must scan and upload work Experience/Performance certificate as mentioned in the eligibility criteria.
- (5) Attested copy of balance sheet/Turnover for last 3 financial years.
- (6) The bidder shall disclose the Litigation history (To be submitted on Bidder's letter head as per the profoma attached)
- (7) Signed copy of Schedule of quantities.
- 5.2) <u>PACKET "C" (Commercial Bid)</u>:- It shall contain the following documents;
 - a) Fill the rate/s as per type of Bid/Quotation/bid i.e. 'Item rate bidding' OR 'Percentage rate bidding' in section named ITEM DATA of said online E-Bid/Quotation.
 - b) In case of 'Percentage rate bidding' Bid/Quotation, if the rebate/discount offered is more than 12% than office estimate, Demand Draft towards Additional Security Deposit (ASD) for the requisite amount as per formula indicated below, shall be paid through MCGM's SRM Portal along with the submission of the bid online.

- c) In case of 'Percentage rate bidding' Bid/Quotation, Rate analysis for major item/s in BOQ, shall be uploaded if the cost variation is very high i.e. to the tune of plus or minus 15 % or more.
- d) GST will be paid at actual for AMC / CMC as the case maybe.

6. LEGAL+STATIONARY CHARGES (AS PER APPLICABLE CIRCULAR IN FORCE):-

Successful quotationer shall pay the Legal Charges +Stationary charges as per Circular no CA/FRG/03 dt. 23.04.2019

Sr. No.	Contract Value in Rs.	Legal & Stationary charges in Rs.
1	Up to 50,000/-	Nil
2	50,001 to 1,00,000/-	5,710/-
3	1,00,001 to 3,00,000/-	9,430/-
4	3,00,001 to 5,00,000/-	11,330/-

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

7. STAMP DUTY (AS PER APPLICABLE CIRCULAR):

It shall be incumbent on the successful quotationer to pay stamp duty on the contract. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labor or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

A	Where the amount or value set forth in such contract does not exceed Rs.10 Lakh	Stamp Duty – Rs. 500/-	
---	---	------------------------	--

8. Opening of Bid/Quotation :-

Authorized representative may attend the Bid/Quotation opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e. Commercial Bid will be opened.

9. Filling up the Bid/Quotation :-

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the MCGM portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-Bid/Quotation is opened and/or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate "Deviation sheet", which if found not-filled / blank, shall be considered as "No Deviation"

10. Rates / Prices :-

Rate/s OR Percentage shall be filled only in "ITEM DATA" section of e-Bid/Quotation. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Quotation having more than one alternative rate/s for the any item, shall be liable for rejection.

11. Conditional Bid/Quotation rates :

Bid/Quotation/s containing contradictory onerous and vague Stipulation and hedging conditions such as "subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations", etc. are liable to be rejected.

12. Digital Signing of e-Bid/Quotation Document :

Bidders are requested to sign the e-Bid/Quotation form, specifications and schedule of Quantities and Rates and relevant documents etc. after making appropriate entries wherever necessary. If the e-Bid/Quotation is made by an individual it shall be signed with his full name above his current address.

If the e-Bid/Quotation is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the e-Bid/Quotation is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Quotation.

If the e-Bid/Quotation is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Quotation in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation. Such limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

If the e-Bid/Quotation is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid/Quotation shall be furnished along with the Bid/Quotation.

13. Modifications of Documents :

Modification/s of specifications and/or extension of the closing date of the e-Bid/Quotation if required will be made by an addendum, which will be published online on MCGM portal. These shall be digitally signed and shall form a part of the e-Bid/Quotation.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

14. Taxes and Duties on material :

For an indivisible Works Contract, taxes are not separately payable by the Corporation. Bidder/Contractor is therefore, requested to quote his rates / percentages taking into consideration the existing taxes, duties etc. The same will not be reimbursed to the Contractor at actual.

All charges on account of Octroi terminal or Sales Tax and other duties of material obtained from the work from any source including the tax applicable as per Maharashtra

Sales Tax Act on the transfer of property in goods involved in the execution of works Contract (re-enacted) Act shall be borne by the Contractor.

All rates shall be inclusive of all duties such as Customs, Excise, Octroi etc. When the Bidder proposes to charge these duties extra, the percentage and amount of each of these duties should be clearly stated in statement on letter head to be uploaded in *Bidders Documents*. Bid/Quotation that are vague in this respect, will be rejected. Where no mention of aforesaid duties is made by the Bidder, it will be presumed that the same are either not applicable or will be paid by the Bidder. No subsequent claims for payment of the said duties will be entertained.

15. Evaluation of Bid/Quotation :

In comparing Bid/Quotations, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the Bidder's capacity to perform vis-à-vis the time of completion, apart from the prices offered.

16. Payment Terms :

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/ invoice.

Intending Bidders 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 by ECS only. Successful Bidder therefore will have to furnish the information as regards the name and complete address of their Bank, by filling ECS form. They will also have to submit fresh information when there is any change in these regards. They may submit fresh information for payment through NEFT & RTGS mode regarding MICR code, IFSC code, account number etc.

17. Validity :

The Bid/Quotation shall remain firm and valid at least for **180 days** i.e. it will be valid up to 180 days from the date of opening the Bid/Quotation.

18. Completion / Delivery period :

The period of delivery of article or completion of work shall be ____180__ Days/Weeks from the date of receipt of work order including that day and the site inspection. If according to Bidder, this period should be more, he should state specifically with reasons the period required by the Bidder.

19. Guarantee :

21.) The successful Bidder will have to furnish free maintenance guarantee. Municipal prescribed form affixed with a separate affidavit stamp of Rs.200/- thereon for 12 calendar months from the date of supply commencing of or completion work for any manufacturing defect, faulty Workmanship and parts used in the work.

20. Penalty :

The final decisions of charging penalty and rate thereof vests with the authorities. However, the amount of penalty shall be subject to maximum of 10 % of the total contract value or such small amounts shall be fixed by the authorities. Penalty will be charged a under ;

21.) Penalty for Delay:-

Penalty for delayed supply, erection, testing and commissioning (Beyond original contract period) shall be calculated at the rate of half percentage per week or part thereof of the contract value of part delayed subject to max. limit of 10% of contract value. The contract value for calculating penalty on stages of delay in submission of drawings, supply of materials, installation/execution, testing and commissioning of the material/system will be reckoned as under :-

i. Delay in submission of layout and drawings	10% of contract value.
ii. Delay in supply of material/system	50% of contract value.
iii. Delay in erection of material/system	– 30% of contract value.

iv. Delay in testing and commissioning of material/system- 10% of contract value.

(B) Penalty for Defects and Lapses Observed:-

(B-1) for "Works" Type Bid:

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 or the amount thereof by Engineer an appeal shall be only to the commissioner within seven days at the order in that behalf of the Engineer and the decision of the commissioner on which shall be final and binding upon the contractors may be deducted from any money due or to become due to the contractors under this or any other contract between the contractors and the said corporation.

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

After lapses and defects are notified to the contractors and if same are not attended by the contractors in time, a note will be taken in Ephemeral Register. The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

(B-2) for "Supply" Type Bid :: 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.

I Penalty for Delay in submission of Bills:

If the contractor fails to submit their bills to concerned executing department for the completed work / running bill within 15 days, penalty or action as shown below will be taken for each delayed bill.

1	After 15 days from the date of completion / running bill up to certain date, up to next 15 days i.e. up to 30 days.	Equal to 5% of bill amount.
2	Next 15 days up to 45 days from the date of completion / running bill up to specified date.	Equal to 10% of bill amount.
3	If not submitted within 45 days from date of completion / R.A. Bill.	Bill will not be admitted for payment.

21. GENERAL CONDITIONS OF THE CONTRACT :-

- 21.1) The work/s to be carried out under this contract, shall except or otherwise provided in these conditions include all labor material, tools, plant, equipment and transport which may be required its preparation of and for and it the full and entire execution and completion of the works. The description given in the schedule of works / items / quantities and the bills of quantities shall unless otherwise stated be held to include waste on materials, carriage and cartage, fitting and fixing it position and all other labour necessary in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.
- 21.2) The Bidder shall include all taxes, duties, and levies. No charges will be paid extra due to ignorance on the part of the Bidder.
- 21.3) The Bidder shall note that while executing the work. if anv additions/alterations/omissions required to be carried out then the prior approval of S.E.(M&E), Rajawadi hospital for each item shall be obtained before proceeding further. It shall be incumbent on the part of the contractor to carry out addition/alteration/omission only after approval from S.E.(M&E), Rajawadi hospital.
- 21.4) Watch and ward shall be provided by the Contractor for the protection of material at the site till completion of work.
- 21.5) Successful bidder shall carry out any civil or other minor repair work, not specified specifically but required for satisfactory completion of work, as directed by site engineer & without any cost to MCGM i.e. at no extra cost.
- 21.6) All welding joints shall be robust and free from any fabrication defects. All the sharp corners and burrs shall be removed.
- 21.7) Material used for the fabrication/repair purpose shall be from fresh stock and free from surface / other defects.
- 21.8) Light and water, where available, may be provided free to the contractor.
- 21.9) Successful Bidder will be solely responsible for any damages to the Municipal property, accidents and injurious to human life of contractor's laborers or Municipal laborers.

Reinstatement of damage property and/or arrangement for the compensation to any loss or damages to human life or site, if caused, shall be reasonability of successful contractor.

- 21.10) Free sample of the material shall be submitted by the Bidder for testing, inspection purpose as and when called by the undersigned.
- 21.11) Document named "UNDERTAKING CUM INDEMINITY BOND" attached in Bid/Quotation, shall be duly filled on Rs.200/- stamp paper which must be submitted after awarding the contract to the successful contractor.
- 21.12) Site inspection will be allowed to only vendor/bidder who has downloaded/procured the MCGM's Bid/Quotation by paying prescribed e-Bid/Quotation price. The proof of which (i.e. notification of successful net-banking payment) shall be brought for site inspection. The site inspection is allowed only on the specified date mentioned in the Bid/Quotation notice.
- 21.13) It is essential on the part of the Bidder to collect full details/specifications of the material to be supplied & work/s to be executed from the office of S.E.(M&E) Rajawadi hospital. It is also essential on the part of the Bidder to inspect the all machines on specified day before submitting his offer and no claim arising out of ignorance will be entertained later on.
- 21.14) The undersigned on behalf of Municipal Commissioner reserves the right to accept or reject, any or all Bid/Quotation/s, full or in part, without assigning any reason thereof.
- 21.15) Duly filled **CONTRACT AGREEMRNT FORM** (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.

Sd/-Medical Superintendent Rajawadi Hospital

MUNICIPAL CORPORATION OF GREATER MUMBAI SETH V.C.GANDHI & M.A.VORA MUN.GEN HOSPITAL, RAJAWADI, GHATKOPAR (E).

SCOPE OF WORK

- The type of vehicles to be supplied on hire basis is any Non A.C. Car of capacity 1000 cc and above.
- The model of the vehicle to be supplied on hire basis shall be of JANUARY 2015 or thereafter.
- 3) In case of non-availability of specified vehicle, the successful tenderer may supply any of the equivalent or high-end vehicles manufactured in JANUARY 2015 or thereafter, having 'T' permit and fulfilling all RTO requirements, with the permission of Medical Superintendent, Rajawadi Hospital, at the same rates.
- 4) The vehicle shall have 'T' permit and shall comply with all RTO regulations & PUC norms prescribed by the authorities.
- 5) The cars should be provided with total 2 fans, one each on either side.
- 6) All the vehicles supplied should be preferably "White in colour".
- 7) The vehicles should be in good condition having valid fitness etc., so as to have service reliability. The tenderer shall note that the vehicles under reference are required for the use of peripheral hospital specifically collecting samples at three location mainly Rajawadi Hospital, SVDS Mulund, Shatabdi Hospital,Govandi & deliver the same at Kastuba Hospital. However, MCGM reserves right to change the user depending upon the requirement.
- 8) The quantity of the vehicles specified is approximate and may vary from time to time for which the contractor shall not have any claim whatsoever. The vehicles will be called as per day to day requirement & in no case there will be a compulsion to hire the vehicle every day.
- 8a) As per daily requirement of MCGM, the required number of vehicles only, will be utilized.
- 9) It is the total responsibility of the tenderer to fulfill all the requirements of tender as well as R.T.O authorities during contract period.
- 10) The recommended tenderer shall agree to a variation of 20% (on either side) in quantity of vehicles depending upon the requirement and will have to supply the vehicles with the same rates, terms & conditions.

11) The vehicles shall be generally used for 2000 kms in a month. General use of the vehicle shall be about 275 hours in a month. The tenderers are requested to quote the monthly rates for providing the vehicles for use of 2000 kms. & 275 hours in a month per vehicle, in the Schedule of Quantity & Rates.

No payment for extra hours & extra kms. shall be admissible and payable

The vehicle shall be generally used about 25 days in a month. Generally there will be off

on Sundays.

12) In case, the vehicle is indented for less than 25 days in a month by the individual user, the proportionate rebate on the monthly charges on pro-rata basis shall be accounted for and for this purpose, calculation of the rebate amount will be carried out as follows :

-X P

Monthly charges for entire month

25

[P :- (25 minus No. of days for which vehicle is indented)]

13. In case of short supply of vehicle on a particular day, penalty for short supply of vehicle as specified in the 'Penalty clause' shall be levied. In addition, the proportionate rebate on the monthly charges on prorata basis shall be accounted for and for this purpose, calculation of the rebate amount will be carried out as follows :

Monthly charges for entire month

25

_____X Q

[Q :- No. of days for which vehicle is not supplied/ short supplied]

- 14 . The bills for supply of vehicles shall be submitted to the office of the Medical Superintendent, Rajawadi Hospital or as directed.
- 15 The tenderer will have to produce copy of R.C. Book/ T.C./ Fitness Certificate/ T permit/

PUC & other documents of the vehicle being supplied by them during the currency of contract within 7 days from the commencement of the work or as & when asked by MCGM staff for verification.

- 16 In case of any dispute, Municipal Commissioner's decision shall be final & binding on the tenderers.
- 17 The Kilo meter reading & time will start from the reporting place of M.C.G.M. duty place and will end at relieving point. The vehicles shall be called for use anywhere in the MCGM limit i.e from Colaba to Dahisar & Colaba to Mulund. However, in some of the cases, as a special case, the successful tenderer will have to supply the

vehicles even for going out of Mumbai i.e. Thane, Navi Mumbai, Vasai, Panvel etc. depending upon the requirement of the user.

- 18 The monthly rate quoted shall include all operational & maintenance charges of the vehicle supplied like petrol / diesel, driver's pay, their wages with all allowances & breakdown repair-maintenance etc. and all incidental expenses inclusive of Parking charges, toll charges (for all the toll collection points including toll charges for using Worli Sea Link), night halt charges etc. as applicable. No allowances for drivers or other expenses shall be shown separately in the tender.
- 19 The contractor shall be able to show the vehicles to the staff of the Corporation whenever asked for at the time of finalization of the tender as well as during the currency of contract.
- 20 The vehicles should be properly checked before dispatch to the user. In case of complaint from the user or poor condition of the vehicle, the contract will be terminated & the contractor will have no claim whatsoever against the Corporation.
- 21 The vehicles shall be used till the requirement of user department is completed and in no case the driver should refuse to work as per the requirement of user department.
- 22 The telephone No., Mobile No. & Names of responsible persons shall be made available to M.C.G.M. staff for day to day communication. The tenderer shall have proper communication system at their offices & residences of the concerned personnel.
- 23 The contractor shall be able to supply the additional vehicles on previous day's intimation before 5.00 p.m.
- 24 A logsheet in prescribed format in triplicate shall be maintained along with the vehicle. The signature of the responsible person at the end of journey shall be obtained by the driver without which the validity of the time will not be considered. Filling the logsheet correctly, completely is the responsibility of the successful tenderer.
- 25 In case of eventualities like theft/accident etc. M.C.G.M. shall not have any liability whatsoever and all claims shall have to be settled by successful tenderer only.
- 26 The staff deputed on the vehicle shall follow the instructions of user department i.e. to whom the vehicle is allotted.
- 27 As per prevailing rules TDS will be deducted at source towards Income tax from all the bills submitted to the department. The TDS certificate shall be given by Chief Accountants Office at Municipal Head Office.
- 28 The drivers provided on the Vehicles shall be neat & well mannered. They should have knowledge of roads in Mumbai.

- 29 If any day, vehicle without 'T' permit is supplied, the same will be returned & the user deptt. will hire the substitute vehicle from any other source, at the risk & cost of the contractor and the amount so spent will be deducted from the bill of the successful tenderer.
- 30 The departmental staff shall have right to inspect or check any vehicle at anytime at any place during contract period and necessary action shall be taken for noncompliance of tender terms & conditions.
- 31 The tenderer shall submit all the proformae and Annexures duly filled in & completely signed & stamped.
- 32 The tenderers shall register themselves (Registration of vendor) with M.C.G.M on payment of usual registration charges.
- 33 It is mandatory for tenderer to open a bank account for easy & quick payment. All payments shall be made only on this bank account through Electronic Clearing System.
- 34 The recommended tenderer shall print the adequate number of logsheet books having each copy in triplicate as per the specimen provided by the office of Medical Superintendent, Rajawadi Hospital.
- 35 The logsheet shall be duly filled and shall be got signed only by the user.
- 36 The bidders shall note that wherever the term payment of EMD through Demand Draft is appeared in the bid document, the same shall be read as "Payment of EMD through Online payment"
- 34 The M.C.G.M. shall , if desired, fit / mount the GPS on the vehicles hired under the said contract in order to keep the tracking & monitoring of the vehicles. The successful tenderer will have to ensure that the vehicles deployed under the contract for the users shall not be repeatedly changed, as changing of the vehicles will necessitate the shifting of the GPS from one vehicle to another. Further, the tenderer shall note that , in case it is utmost necessary for the successful tenderer to change the vehicle deployed for the use of particular user, the cost on account of shifting of the GPS system will have to be borne by the successful tenderer . In such cases, the work of shifting of the GPS system shall be got done by the successful tenderer immediately through the M.C.G.M. appointed agency for GPS / VTMS , as per their prevailing rates. Moreover, if the GPS / VTMS fitted on a particular vehicle is found damaged / defective during the currency of the contract, the same shall be got repaired / replaced by the successful tenderer immediately, at their cost, through the M.C.G.M. appointed agency and the cost on account of above replacement / repairing shall be deducted from the bills of the respective contractor.

In case, no agency is available with M.C.G.M. for said shifting / repairing / replacement of the GPS / VTMS or the M.C.G.M. appointed agency for GPS / VTMS

is not in a position to carry out the GPS / VTMS shifting repairing / replacement work, the same will have to be got done by the successful tenderer through some other suitable agency, with the permission of the Medical superintendent, Rajawadi Hospitals.

The successful tenderer shall note that the installation of GPS / VTMS on all the vehicles being provided by the particular contractor shall be completed within one month from the date of commencement of work. Further, if the successful tenderer failed to get the GPS / VTMS installed on their vehicles within one month time & supplies on hire any of the vehicles deployed for the use of particular user & vehicle is provided without fitment of GPS / VTMS, Rs. 250/- per day per vehicle shall be deducted, except in case of breakdown of the particular vehicle on the road, wherein the successful tenderer will have to make alternative arrangement within 1 hour & fitment of GPS / VTMS on alternative vehicle in such eventualities for that particular day of breakdown of vehicle will not be insisted upon if the alternative arrangement is made within 1 hour & vehicular services are continued.

37 The successful tenderer shall submit the Chartered Accountant's Certificate in respect of G.S.T. within 6 months from the receipt of Work order. The 5 % bill amount will be deducted & kept in Deposit Account till such time the Chartered Accountant's Certificate in respect of G.S.T. is received from the successful tenderer. The successful tenderer shall submit the consent letter in this regards to the MCGM.

38 Penalty

- Penalty for failure to supply : the vehicles whenever required.
- If the contractor fails to supply the vehicle on a stipulated date, penalty of Rs. 1500/- per day per vehicle will be imposed on the contractor.
- Further, the user deptt. will hire the vehicle from the open market from the available agency at the available market price at that time, at the risk & cost of the contractor and the actual amount so paid shall be deducted from the contractor's regular bill.

 Penalty for failure to make : alternative arrangement within 2 hours in case of breakdown of the

vehicle

- In case of breakdown of the vehicle on the road, if alternative arrangement is not made within 2 hours, a penalty of Rs.750/- per vehicle per instance, will be levied and the user deptt. will hire the vehicle from the open market from the available agency at the available market price at that time, at the risk & cost of the contractor and the actual amount so paid shall be deducted from the contractor's regular bill.
- Penalty, if tenderer fails to : attend any other works covered in the contract or perform incomplete programme or not follow the instructions or disobey the orders of the user deptt.
- Penalty for failure to exhibit : "ON MUNICIPAL DUTY" board.
- 5. Penalty for failure to provide with two fans.

Penalty of Rs.500/- per day per vehicle

will be levied.

- If the board showing "ON MUNICIPAL DUTY" is not provided, a Penalty of Rs.100/- per vehicle per day will be levied.
- If it is found that the car is supplied without two fans fitted on it on a particular day, a Penalty of Rs.50/per vehicle per day will be levied.

Sd/-Sub Engineer (M&E) Rajawadi hospital

MUNICIPAL CORPORATION OF GREATER MUMBAI

Public Health Depatment

Rajawadi Hospital

<u>BOQ</u>

Subject:- Hiring of one Non- A.C. vehicle for collecting blood samples from peripheral hospitals & delivering it at kasturba on daily basis.

TABLE NO.1:- Bill of Quantities (BOQ)

Item	DESCRIPTION	(Qty	Rate (Rs.)	Amount
	Hiring of one Non- A.C. vehicle for collecting blood samples from peripheral hospitals & delivering it at kasturba on daily basis.(12Hrs & 100 Km)	1	Job		
		Tota	l Am	ount	

:: IMPORTANT NOTE ::

- 1) Quotationer shall quote percentage rate for items mentioned in Annexure I only.
- 2) Percentage quoted for item 1 in table no.1, will be applicable to the rate of each & every item in Annexure I.
- 3) **GST 18 %** will be inclusive on each item in Annexure A after percentage quoted on item 1 in table no.1

ANNEXURE – "A"

Bidder Profile

Particular of Bidder (To be submitted in Bidder's Letterhead)

Sr. No.	Particulars	Details				
1.	Name of the Bidder					
2.	Postal Address					
3.	Telephone Numbers					
4.	Fax Numbers					
5.	Constitution of the Company					
6.	Name & Designation of the person authorized to make commitments to the MCGM					
7.	Email Address					
8.	Year of commencement of business					
9.	Turnover of the company for last 3 years					
10.	Profit of the company for last 3 years					
11.	GST registration Number					
12.	PAN Document Number					
13.	Mention all the third party certification (please enclose the copies of the certificates)					
14.	Name of the Bank & Name of the Branch					
15.	Bank Account Type & Number					
16.	9 Digit MICR No. of Bank & IFSC Code					

Signature & Seal of the Bidder

UNDERTAKING

To, Medical Superintendent Rajawadi Hospital, Ghatkopar(E) -400077

Sir,

 $\rm I$ / We have read all the terms and conditions as stipulated in the above Quotation document and accept the same.

Yours faithfully,

Quotationer's Signature & Address (Office Stamp & Tel. No. if any)

SELF-DECLARATION FOR SELF-ATTESTATION

(To be submitted in Bidder's Letterhead)

I,		son / daughter of	·	Age:,
proprietor/partne	r/director c	f M/s		,
vendor	no	,	resident	of
				E-mail-id:
		hereby declares	that the copies attested b	ov me are true

copies of original. I am aware of the fact that if the copies are found to be false, I shall be liable for prosecution and punishment under Indian penal code and / or any other law applicable there to.

Date: Place:

Yours faithfully,

PROFORMA FOR LITIGATION HISTORY

(To be submitted in Bidder's Letterhead)

Information on Litigation History in which the applicant is involved.

PROFORMA – VII					
Other Party	Employer	Cause of Dispute	Amount involved	Remarks showing	
(/Parties)	Employer	Cause of Dispute	Amount myorved	Present Status.	
1	2	3	4	5	

Quotationer's Signature & Address (Office Stamp & Tel. No. if any)

MUNICIPAL CORPORATION OF GREATER MUMBAI Public Health Department, Rajawadi Hospital (To be submitted on Stamp paper / Franking of Rs.500/-)

CONTRACT AGREEMRNT FORM

Tender / Quotation	Date	_ Dated		_ Ch. M. S.& HOD/MS		
sanction/Standing Committee Res	solution No_		_ C	ontract	for	
This agreement made this day of Inhabitants of				betw business	veen at	
		_under the	style	and name	of	
M/s	(hereinafter calle	ed "The Cont	tractor")	of the one	part	
and Shri	, The Comn	nissioner (he	ereinafte	r called "	The	
Commissioner") in which expressions are	included, unless	the inclusion	n is inco	onsistency v	with	
the, context or meaning thereof, his succ	cessors for the time	me being ho	lding th	e office of	the	
Commissioner of the second part and the M	Aunicipal Corpora	ation of Briha	ın Mum	bai (Hereina	after	
called "The Corporation") of the third pa	art, WHEREAS	the contracto	or has te	endered for	the	
works described above and his tender has b	een accepted by t	he Commissi	oner (w	ith the appro	oval	
of the standing committee of the Corpor	ation) NOW TH	IS AGREEN	IENT W	VITNESSES	S as	
follows:-						

In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- a) The said Tender and letter on acceptance
- b) The Specifications
- c) The conditions of contract
- d) The appendices
- e) The Schedule of Prices
- f) The Performance Security
- g) Instructions to bidders

	In consideration	of the payn	nent to b	e made by	the commissioner	to hereby	convenient
with	the Commissioner	to carry ou	ut the wo	ork of			

conformity in all respects with the provisions of the Contract

The commissioner hereby convenient to pay to the contractor in consideration of carrying

in

out the work of

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

Signed and delivered by the	
Contractor	
In the presence of & style of	Trading under the name
	Contractors
Address	
Signed by Medical Superintendent	Medical Superintendent
In the presence of	
The common seal of the Municipal	
Corporation of BrihanMumbai was	
Hereunto affixed on the	
20 in the presence of	
two members of the Standing Committee	
of the Corporation.	
	1
and in the	2
Presence of the Municipal Secretary	

Municipal Secretary

UNDERTAKING CUM INDEMNITY BOND

[To Be Submitted By Quotationer with stamp duty of Rs. 200/-]

To, The Municipal Commissioner, Municipal Corporation of Greater Mumbai, Mahapalika Mag, Mumbai - 400 001.

Subject: E-Quotation u/no.

Sir,

I/We agree and undertake that I/We are registered vendor of Municipal Corporation of Greater Mumbai (i.e. MCGM) having registration/vendor no._____ and I/We have read the terms and conditions as stipulated in above said E-Quotation at the subject and will work as per said terms & conditions by accepting them.

I/We further agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Undertaking and I/We will, without fail, communicate or inform MCGM, if my/our firm comes under such or any other penal action/s.

I/We further agree and undertake that, at any stage of tendering procedure, if any information given by me/us in this tender is found false or incorrect, it should be lawful for MCGM to forthwith debar me/we from tendering procedure and initiate appropriate penal action.

I/We also 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 Municipal Corporation of Greater Mumbai for any such losses or inconvenience cause 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.

This undertaking cum indemnity bond is binding upon us/our heirs, executors, administrators & assigns and/or successor & assigns.

Yours faithfully,

_____ (Signature of Competent Authority)

Mr._____ (Name of Competent Authority)

M/s_____ (Name of Quotationer)

Quotationer's Full address & Telephone No.,

G.S.T. and other state levies/cess which are not submitted under GST will be applicable. The bidder shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties. Whatever the Services to be provided by the Bidder 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 MCGM 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 the 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 MCGM. Further, all the provision of GST Act will be applicable to the tender.'