

BRIHANMUMBAI MUNICIPAL CORPORATION

(Vigilance's Department)
(Material Testing Laboratory (BMC))

Quotation



Name of Work : Procurement of material Trichloroethylene for Asphalt Material in Municipal Material Testing Laboratory, Worli by inviting E-Quotation.

Quotation ID : 2024_MCGM_1048552

Website: <http://portal.mcgm.gov.in/tenders>
<https://mahatenders.gov.in>

Office of the: Assistant Engineer (Soil Mech.)
Municipal Asphalt Compound,
Material Testing Laboratory,
S.K.Ahire Marg, Worli
Mumbai 400 030
Email: - ae01soilmech.vig@mcgm.gov.in

Prepared by

Checked by

Verified by

Approved by

Sd/-

Sd/-

Sd/-

Sd/-

SE (Soil Mech.)

AE (Soil Mech.)

EE (Vig.) City

Dy.Ch.E (Vig.)

E.S. & City

BRIHANMUMBAI MUNICIPAL CORPORATION

No. / Ch. Eng.(Vig.)/ 832 /B Dtd. 01.07.2024

E-QUOTATION NOTICE

Subject:- Procurement of material Trichloroethylene for Asphalt Material in Municipal Material Testing Laboratory, Worli by inviting E-Quotation.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-QUOTATION on “Percentage Rate” basis in Packet ‘A’, and ‘B’ system for the aforementioned work from the quotationer which are reputed, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies.

Bidding Process will comprise of TWO stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & also with Mahatenders & obtain login credentials to participate in the online bidding process. (The application form for BMC vendor registration can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of Rs.1000+18% GST.

i) To download the application form, for those applicants not having vendor registration, vendor registration at the office of Chief Account (CPD), Byculla Bakari adda, Mumbai (**Note- Online vendor registration is available on BMC's portal <http://portal.mcgm.gov.in>**)

ii) Followed by Mahatenders login ID and password to be obtained from Mahatender portal <https://mahatenders.gov.in>

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

Name and location of work	Quantity	Estimated Cost of Project
Supply of Trichloroethylene, Municipal Material Testing Laboratory Worli as per the specification, terms & condition. (2024_MCGM_1048552)	870 Kgs	2,30,550.00/-

While submitting duly filled quotation document on mahatender, quotationer needs to pay total EMD amounting to Rs. 4700/- online through <https://mahatenders.gov.in>. EMD is refundable in accordance to the relevant clause of bid document, except in the case of the selected Bidder who's 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 quotation is available on e-Procurement System of Government of Maharashtra (Mahatenders) <https://mahatenders.gov.in>. as mentioned in the Header Data of the quotation.

As per TWO Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A (fee/ pre-qualification cover) & Packet B (Finance cover). Packet A & B shall be opened on dates as mentioned in header data. All the responsive and eligible quotationers if they so wish can be present at the time of opening of quotations, in the office of Assistant Engineer (Soil Mech.). The Packet B shall be opened if quotations submission in Packet A 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 quotations are as shown in the Header Data. If there are any changes in the dates the same will be displayed on e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

The Applicants interested for the above referred works may contact the Assistant Engineer (Soil Mech.) Worli at the following address on any working day during office hours.

Office Of The: - Assistant Engineer (Soil Mech.)
Municipal Asphalt Compound,
Material Testing Laboratory,
S.K.Ahira Marg, Worli
Mumbai 400 030
Email: - ae01soilmech.vig@mcgm.gov.in

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

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 e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> for further details about the e-tendering process. For any help, in the e-quotation process, can be availed by dialing help-desk number 022- 22046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: supporteproc@nic.in

SPECIAL NOTE: QUOTATIONERS 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 etendering 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.

Sd/-
Executive Engineer (Vig.) City

HEADER DATA

Quotation Document No.	2024_MCGM_1048552
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Supply of Trichloroethylene Liquid in 290/300 Kg drums, as per IS: 245-1988 Reaff 2006 of 2023 under Ch.Eng. (Vigilance)
Scrutiny Fee	Rs. 390/- (Rs. 330+18 % GST) (As per note below)
Quotation Security Deposit/ EMD	Rs.4700/- (to be paid online through https://mahatenders.gov.in.)
Date of issue and sale of quotation	06/07/2024 from 16:00 Hrs
Last date & time for sale of quotation	15/07/2024 upto 16:00 Hrs
Submission of Packet A & Packet B (Online) & (Receipt of EMD)	15/07/2024 upto 16:00 Hrs
Opening of Packet A (Fee/ Pre-Qua Cover)	15/07/2024 after 16:00 Hrs
Opening of Packet B (Finance cover)	16/07/2024 after 16.00 Hrs
Address for communication	Assistant Engineer (Soil Mech.) Municipal Asphalt Compound, Material Testing Laboratory, S.K.Ahira Marg, Worli Mumbai 400 030 Email :- ae01soilmech.vig@mcbm.gov.in
Venue for opening of Quotation	On line in Asstt. Engineer (Maint.) 's office G South.
Note: As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the quotationers shall have to pay the scrutiny fee with GST. It is to be paid at CFC centre after opening of Packet A and before opening of Packet B, by obtaining challan from respective section.	

This quotation document is not transferable.

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

Sd/-

Executive Engineer (Vig.) City

BRIHANMUMBAI MUNICIPAL CORPORATION

(Vigilance's Department)

(Material Testing Laboratory)

E-quotations are invited for the Sub - "Procurement of material Trichloro-ethylene for Asphalt Material in Municipal Material Testing Laboratory, Worli by inviting E-Quotation." as per attached terms and conditions, specifications & schedule of quantity etc.

1. The forms of quotation documents are available on the e-Tendering website <https://mahatenders.gov.in>. The proposed quotationers shall have to download quotation form, from the website mentioned above. The quotationer has to fill in online format and upload information regarding quotation online. Also, he has to download the quotation application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
2. For purchasing the quotation documents, the quotationers shall have to get registered with e- tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online e-quotation process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>. The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price in packet 'B'.
3. The quotationers interested for the above referred works may contact the Assistant Engineer (Soil Mech.) at the following address on any working day during office hours.

Office of: Assistant Engineer (Soil Mech.)
Municipal Asphalt Compound,
Material Testing Laboratory,
S.K.Ahira Marg, Worli
Mumbai 400 030
Email :- ae01soilmech.vig@mcgm.gov.in

4. The quotationer has to pay **Scrutiny Fee of Rs 330+ 18 % GST (9 % CGST+ 9 % SGST)** (As per Circular No. CA/FRG/18/dt.27.02.2024) in any CFC of BMC by challan, after opening of packet A, challan shall be collected from above mentioned office. The copy of the Scrutiny Fee paid receipt shall be submitted in the above office address.
5. While submitting duly filled quotation document on mahatender, quotationer needs to pay total EMD amounting to Rs. 4700/- online through <https://mahatenders.gov.in>. EMD is refundable in accordance to the relevant clause of bid document, except in the case of the selected Bidder who's 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 quotation is available on e-Procurement System of Government of Maharashtra (Mahatenders) <https://mahatenders.gov.in>. as mentioned in the Header Data of the quotation.

6. The Quotation shall be outrightly rejected if it is not accompanied by the Earnest Money Deposit in the both forms as mentioned above.

7. Post Qualifying Criteria (Eligibility):

1.1 Technical Capacity (For Routine Work)

The Quotationer(s) in their own name should have satisfactorily executed the supply /work of similar nature or general mechanical or general electrical to BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied.)

1.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' should be at least 30 % of the estimated cost during **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

1.3 Similar Experience:

The quotationer shall have the experience of similar work means the work of general mechanical or electrical work in any Govt / Semi Govt / PSU/ Municipal Department & should submit the job completion certificate along with the bid.

Documentary evidence shall be submitted along with the quotation failing which the quotation shall be treated as non-responsive

8. The quotationer shall upload all the pages of the documents and every relevant information / certificates / literature etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled in completely otherwise they shall be out-rightly rejected and 10 % EMD shall be forfeited.
9. The mandatory documents are as under.

The Packet "A" shall contain scanned certified copies of the following documents, upload with quotation documents.

- 1) The printed undertaking in draft quotation addressed to the Municipal Commissioner. (**Undertaking-I**)
- 2) The specifications / data sheet
- 3) Information form (**Undertaking-II**) (Name and the address of all the partners shall be given in the space provided thereof).
- 4) The copy of the **Pan card along with the photograph** shall be provided.
- 5) A document in support of **Registration under GST Act 2017**.
- 6) Partnership Deed / Registered power of attorney and any other documents
- 7) Scan Copy of online EMD receipt.
- 8) ASD if applicable.
- 9) Adequate submission of documents as per **technical & financial criteria** as per PQC.
- 10) The undertaking on Rs.200/- stamp paper **pro forma** for **Best price** duly notarized.
- 11) Undertaking cum **Indemnity Bond** on Rs.200/- stamp paper.

- 12) **EPF & MP Act** and **ESIC Act** on Rs.200/- stamp paper each.
- 13) Irrevocable Undertaking (on Rs. 500/- Stamp Paper notarized)

Note:-

i) Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,
 - i. GST Certificate.
 - ii. Certified Copies of PAN documents and photographs of individuals, owners, etc
 - iii. Partnership Deed and any other documents
 - iv. Undertakings as mentioned in the quotation document.

In packet 'A,' 02 nos. of shortfall in curable defects will be allowed & 2% EMD will be forfeited for each shortfall thereafter.

ii) Non-curable Defect shall mean

- a. In-adequate submission of EMD / ASD.
- b. The documents evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

Note: No communication will be made with the quotation in case of non-curable defects.

10. Quotationers are expected to fill their quotations documents carefully and scrutinize them before uploading them on website stated above. No verification on any ground such as mistake or misunderstanding will be allowed after the quotation is opened, recommended or accepted.
11. On opening of quotation, if it is found that quotationer has not submitted the required curable documents, then the quotationer shall be intimated through e-mail only and compliance required to be made within stipulated time period of three working days otherwise their offer shall be out-rightly rejected and 10% amount of EMD shall be forfeited.
12. **Taxes:** The quotationer shall quote the rates inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax credit of GST as available with the quotationer will not be claim separately by BMC. However, while quoting the rates benefit of input Tax credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price 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. The quotationer shall quote the cost showing all applicable SGST, CGST, IGST & Other taxes if any, on various items.

Chapter XXI- Miscellaneous, section 171(1) of GST Act 2017 governs the 'Anti Profiteering Measure' (APM) As per provision of this section, any reduction in rate of tax on any supply of goods or services or 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 BMC. Further all provisions of GST Act will be applicable to the quotationer.

13. **Period of delivery / work** shall be 15 days from the date of receipt of work order.
14. Every quotation shall remain open for acceptance for **120 days** from the date of opening of the quotation. As some minimum period for evaluating the various samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **120 days** shall be rejected out rightly.
15. The quotationer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be forfeited.
16. The Municipal Commissioner does not bind himself to accept the lowest or any quotation and reserves the right to select one or more items of the quotation and the quotationer will be required to supply any item or items so selected at the rates quoted.
17. **Guarantee:** This clause shall be read with the other clauses in general terms and conditions and special instructions.
18. **Terms of Payment:** As per Municipal procedure, the payment for work done shall be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of article/s the payments shall be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s including its installation, if any.
19. Intending quotationers are informed that the payment of bills and other claims arising out of the contract shall be made in the name of the bank by ECS only. The quotationer, therefore, shall have to upload the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the quotation documents. They shall also have to submit fresh information when there is any change in this regard.
20. **Income Tax:** The contractor shall pay Indian Income Tax on all payment made to him under the contract, other than reimbursement made to him by the corporation to cover payment by the contractor of minor custom dues etc. or any other payment which the contractor may make on the Corporations behalf. Under the provision of section 194 C of the Income Tax Act. The corporation is required to deduct tax from the source. Under present legislation, will deduct as **Tax 2%** of the gross amount of each bill submitted. Any expatriate site staff not normally residents of India, employed by the contractors shall pay personal Income Tax on all money earned and paid in India.
21. As per Government of Maharashtra notification, **1 % CGST TDS** and **1% SGST TDS** is applicable wherein the contract sum exceeds **Rs.2,50,000/-** exclusive of tax & cess as per the invoice.
22. a) **Penalty:** For the failure to supply the articles or execute the work within the stimulated Period a penalty equivalent to 1% per week or part thereof on the value of the delayed articles / works will be recovered from the contractors

without any reference to the contractors. The amount of the penalty will be however subject to the maximum of 10% of the total contract sum or such small amount as may be fixed by Ch. Eng. (Vigilance).

b) Penalty for inferior supply for defaulting contractor/suppliers: In case of the contractors at any time during the continuance of these presence supplies any of the material mentioned in the 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 supplying material.

23. All quotationers must state the **names and addresses of all the partners** in the space provided for, in the papers. Any quotationer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, canceled at any time during its currency.
24. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have quoted separately under different names for the same contract without disclosing connection, the same will be rejected, and the deposit will be forfeited. Any contract entered into such conditions will also be canceled at any stage and time during its currency.
25. The firms with common Proprietor / Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father / mother and minor son / daughter and brother / sister shall not quote separately under different name for the same contract.
26. If it is found that firms as described above have quoted separately under different names for the same contract, all such quotationer (s) shall stand rejected and EMD of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
27. If it is found that closely related persons as described above have submitted separate quotation under different names of firms / establishment but with common address for such establishments / firms and or if such establishment / firms though they have different addresses are managed by or governed by the same person / persons jointly or separately such quotationers shall be liable for action as in above clause, including similar action against the firms / establishments concerned.
28. If after award of contract, it is found that the accepted violated any of the clauses (24 to 27) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.
29. In the case of Joint Stock Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by a person duly

authorized to sign the contract for the company authorized by a Power of Attorney,

such power of attorney being sealed and signed as aforesaid. All such Power of Attorneys must be registered in the Municipal Head Office to CA (WSSD) section as aforesaid.

30. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other's or contracts, which deposits may be or become returnable to the quotationers and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
31. The contractor shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Government firms floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall inform within 10 days from the beginning of such delay, notify the purchaser in writing of the case of delay. The purchaser will verify the facts and grant such extensions as facts justify.
32. The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this EMD deposit will be refunded after payment of security deposit and submission of documents required for execution of contract.
33. Quotations containing contradictory onerous and vague stipulations and heading conditions such as 'Subject to prior sale' "offer subject to availability of stock", "Offer subject to confirmation at the time of order", "Rates subject to Market Fluctuations" etc., are liable to be rejected out rightly.
34. The quotationers shall have to make their own arrangements to secure Import License and or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be found to give any assistance to the quotationers in that behalf.
35. **Jurisdiction of Court:** In case of any claim, dispute or difference arising out of any terms and conditions of the contract, the Cause of Action thereof shall be deemed to have arisen in Mumbai & all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.
36. Contractors' attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986 (if applicable). It is, therefore, directed that the provision therein shall be strictly followed by the contractor.
37. As per the above provision, if the total number of workers engaged on any contract work exceed 20 (Twenty), then, it is imperative on the part of contractor to obtain registration certificate from Labour Commissioner for the said work. The certificate shall be valid and produced during currency of contract in force.
38. Quotationers shall submit an undertaking for **Best price on stamp paper of Rs.**

200/- duly notarized by notary and registration number

39. The **quotationer** shall submit an **'undertaking cum indemnity bond'** on **stamp paper of Rs.200/-**

40. If the quotationer's firm/ establishment have less than 20 employees, registration certificate as per EPF & MP Act 1952 is not required but declaration to that effect is required to be submitted on Rs.200/- stamp paper.

41. The quotationer shall submit the registration certificate as per ESIC 1948

Act for the firms having the followings:

(i.)The firms having production with the help of energy & having the employees more than 10.

(ii) The firms having production without energy & having the employees more than 20.

If the quotationer is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 200/- stamp paper.

42. The **Lowest successful quotationer** shall submit an **'Irrevocable Undertaking'** on **Rs.500/-** stamp paper, duly notarized as per Annexure A1 in prescribed format after intimation of Letter of acceptance.

43. The successful quotationer shall pay the applicable legal & stationery charges within 15 days from the date of receipt of Letter of Acceptance. The Legal & Stationery Charges are as under:

Sr. No.	Contract Value	Legal & Stationery Charges in Rs.
i)	Up to Rs.50,000/-	Nil
ii)	Rs.50,001/- to Rs.1,00,00,000/-	0.10% of Contract cost (Rounding of to nearest 100) + 18% GST (Min. 1000/- + 18% GST and Max. Rs. 1000/- + 18% GST)

Contract execution applicable for contracts more than Rs.50,000/-. The stamp duty of Rs.500 will be applicable to contract agreement document. Successful quotationer shall have to submit all relevant documents for contract execution process within 15 days from the date of receipt of letter of acceptance. Failing which the penalty of Rs.100/- per day will be imposed.

45. The successful quotationer, here after referred to as the contractor shall pay an amount equal to Two (2) percent of the contract sum in form of Demand Draft shall be paid within fifteen days from the date of issue of letter of acceptance.

46. Contract Deposit will be refunded after completion of Maintenance Guarantee period.

47. **Test Report**

After delivery of material, the quotationer shall submit the test report of Trichloroethylene Chemical confirming IS: 245-1988 reaff. 2006.

Sd/-

Executive Engineer (Vig.) City

SPECIFICATIONS

Subject: Supply of Trichloroethylene at Municipal Material Testing Laboratory, Mumbai

Preamble: Contractor shall supply Trichloroethylene as per I S 245: 1988 reaff 2006.

Eligibility Criteria:

The intending quotationers shall have to produce documentary evidence of following eligibility criteria at the time of issuing quotation copy.

The offer is open to the firms having following qualification:

- 1) They should be authorize dealers for Trichloroethylene

बृहन्मुंबई महानगरपालिका

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of The Asstt. Engineer (Soil Mech.), Sudam Kalu Ahire Marg, Worli, Mumbai-400 030.
Tel no. 24941949 022,Email:-ae01soilmech.vig@mcmgm.gov.in

Statement showing rates submitted by the agencies supplying Trichloroethylene

Sr No	Agency	Rate /Kg (Rs)	Total cost per Kg in Rupees
1	M/s. Arihant Enterprise	270/-	270.00
2	M/s. Aditya Enterprise	260/-	260.00
		Total	530.00
		Average	265.00

Average rate (excluding GST) of above mentioned rates is Rs 265/-. For the purpose of estimate, average price of the above mentioned prices amounting to Rs 265 per kg of trichloroethylene has been considered.

Sd/-
S.E. (Asp) Lab

Sd/-
A.E. (Soil Mech.)

बृहन्मुंबई महानगरपालिका

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of The Asstt. Engineer (Soil Mech.), Sudam Kalu Ahire Marg, Worli, Mumbai-400 030.
Tel no. 24941949 022, Email:-ae01soilmech.vig@mcgm.gov.in

ESTIMATE OF MATERIAL

Sr. No.	Name of the Chemical	Quantity	Rate per Kg.(Excluding GST)	Total Estimated Cost
1	Supply of Trichloroethylene Liquid in 290/300 Kg. drums, as per IS: 245 of 1962.	870 Kgs.	Rs. 265.00	Rs.2,30,550/-
			Say Amount:	Rs.2,30,550/-

Note: - The price is considered as per the average value of the rates as furnished by the Agencies and mentioned in the tabular statement as at Pg C-7.

Sd/-
S.E. (Asp) Lab

Sd/-
Asst.Engg (Soil Mech.)

BRIHANMUMBAI MUNICIPAL CORPORATION

(Vigilance's Department)

(Material Testing Laboratory (BMC))

Procurement of material Trichloroethylene for Asphalt material in Municipal
Material Testing Laboratory, Worli by inviting E-Quotation.

Sub:

Purpose of work: Municipal Testing Laboratory, Worli conducts various tests on construction materials used for bituminous roads in M.C.G.M & private sectors as per the procedures prescribed in the relevant I S Codes. Various Solvent/Compound are required for conducting tests. Trichloroethylene solvent/compound is used to carry out the extraction test of various bitumen mixes.

In view of the above, it is therefore Procurement of Trichloroethylene for Asphalt material in Municipal Material Testing laboratory for year 2023 is carried out by inviting e-quotation.

2.0 Scope of work:

- 2.1. Material shall be supplied in manufacturer's original packing of 290/300 kg drum. This condition is mandatory. Failure on part of the bidder to quote packing of material in original packing of the manufacturer of the chemical of 290 / 300 kg drum shall lead to rejection of bids.
- 2.2. The material submitted by the vendors, along with each consignment at the time of delivery, must include all the technical specifications as mentioned in the tender for Trichloroethylene.
- 2.3. A sample drawn from the material supplied by the vendor may be tested by NABL Lab only. In an event, the material does not meet the technical specifications as per IS: 245-1988 reaff. 2006, the entire batch of material shall be picked up by the vendor free of cost and replaced at no additional cost to BMC.
- 2.4. Further, if the material does not meet BMC specifications as per the tender conditions and it is found that the material is adulterated and not supplied in manufacturer's original packing, the contract may be terminated and EMD shall be forfeited. In such cases, appropriate action shall be taken by BMC as deemed fit.
- 2.5. All drums to be provided with properly sealed lid with double protection.
- 2.6. All drums to be labeled with purchase order number, name of product, data of manufacture, expiry date, batch number, Net weight of chemical in kgs and Gross weight of chemical in kgs. Please forward Quality test certificates/Material Safety Data Sheet alongwith your offer. Documents in support of the same should be submitted with the Unpriced bid.

3.0 The period of completion of work :

The Procurement of material Trichloroethylene required for the extraction test of various bitumen mixes shall be supply at Municipal Material Testing Laboratory, Worli complete in all respect within 15 days.

4.0 Term of Payment : Within 30 days after satisfactory supply of material specified.

5.0 The terms & conditions stated in this section supersede the similar terms & conditions stipulated elsewhere in the quotation document.

6.0 BMC reserves right to accept / reject e-Quotation / offer of the quotationer without assigning any reason.

Sd/-

Ex. Engineer (Vigilance) City

BRIHANMUMBAI MUNICIPAL CORPORATION

No: -A.E.S.M./ /Lab 2024-25

Sub: Supply of Trichloroethylene, Municipal Material Testing Laboratory, Worli.

SCHEDULE OF QUANTITIES & RATES

Sr.No	Description	Quantity	Rate per job Rs	Amount In Rs
1.	Supply of Trichloroethylene, Municipal Material Testing Laboratory Worli as per the specification, terms & condition.	870 kg	xxx	xxx
Grand Total excluding GST				xxx

Amount in words:

Quotationers full address and Telephone Number

Quotationers signature & office stamp. Trading under the name & style of

Vendor Code:

Note: Please do not fill rates here. This is for guidelines only. The rates are to be filled online only in the "ITEM DATA" tab of the e-Quotation in Mahatender's portal.

Undertaking - II

Information to be filled in by the quotationer

- 1 No :
- 2 EMD amount & receipt no with date : Rs. _____ & _____ dtd
- 3 Quotationer's Name : M/s. _____
- 4 Quotationer's address & contact numbers : _____

- 5 If it is proprietary concern ? : Yes / No
if so, name of the owner :
- 6 If it is partnership concern ? : Yes / No
If so, name of each partner : 1. _____
2. _____
3. _____
4. _____
- Partnership deed and copy of registration certificate enclosed? : Yes / No
- 7 If it is a Company? : Yes / No
- 8 If so, documentary proof to show that the company is registered is enclosed ? : Yes / No
- 9 E-mail id : _____
- 10 Vendor Code No : _____
- 11 Whether registered under G.S.T. Act, 2017 : Yes / No.
- 12 Registration must be Effective on date of : Registration No _____ : _____

13 Certificate in support of above if registered is enclosed? : Yes / No

14 The certification of PAN document and : Can be done by any of the following authorities:

Photographs

1. Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his Stamp but without red Seal)
2. Gazetteer Officer
3. Any officer of the rank Asstt. Engineer / Administrative Officer and above of BMC

15 Certificates / documents in support of above enclosed? : Yes / No

If above information is already on enclosed letter head, no necessity to furnish the same here (Please do not fill above information, if furnished on letter head.)

If the vendor changes the Bank or the Branch he should immediately inform office of AO (FAR), in writing

**Signature of authorized
person of concern Company /
Quotationer**

CONTRACT AGREEMENT FORM

Tender / Quotation dated 20...

Dy. Ch. Eng. (Vigilance) E.S. & City sanction 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 Jt. M.C. (Vigilance) (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 Jt. M.C. (Vigilance) 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 said quotation and letter of Acceptance
 - b) The Specification:
 - c) The Conditions of Contract
 - d) The appendices
 - e) The Scheduled of Prices
 - f) Instruction to quotationer.
- 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 with designation stamp of the Contractors sealed & delivered by the Contractors

) Seal

Trading under the name & style of _____)

In presence of the witness:

Witness no. 1: Name & address)

Name: _____

Resi. Address: _____

Signature of Witness No. 1

Witness no. 2: Name & address)

Name: _____

Resi. Address: _____

Signature of Witness No. 2

Signed by the Jt. Municipal Commissioner,)

The Jt. M.C. (Vigilance) in the presence of

1. _____

2. _____

Jt. M.C. (Vigilance)

Name and Signature of concern
Dy.Ch.Eng & Ch.Eng (HOD) with
Designation Stamp

Dy.Ch.Eng.
Shri./ Smt.

Chief Engineer
Shri./ Smt.

The common seal of the Municipal Corporation)

Of Greater Mumbai was affixed on the _____

Day of _____.____.20____ presence of

1. _____

2. _____

Two members of the Standing Committee
of the Municipal Corporation of
Greater Mumbai.

Witness:

(Shri/Smt. _____)

Office Superintendent,

Municipal Secretary's Office

Contract examined with the Quotation/Tender and the Resolution No. _____
dated _____ of the Standing/ Education Committee/Municipal Commissioner/
DMC(Infrastructure)'s Sanction No. _____ dated _____ etc. and found correct.

**Signature of Asst. Eng. Or Ex.Eng and Dy.Ch.Eng.
of the concerned deptt. With Designation Stamp**

Undertaking for Best Price

(As per circular u/no. DMC / CPD / OD / 15 dated. 06/05/2013 , to be submitted with) (On stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

Sub: _____

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 quotation 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 quotation 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 quotation 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 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 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

**UNDERTAKING CUM INDEMNITY BOND (On stamp Paper ,
of R.200/-)**

As per Circular u/no Ex. Engr / M&R / 310 / Civil dated 19.04.2014, to be uploaded in Folder "A"

We,

(1) Mr. _____ Aged _____ Yrs

(2) Mr. _____ Aged _____ Yrs

(3) Mr. _____ Aged _____ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm

_____ having it's office

_____ here by gives an UNDERTAKING CUM

INDEMNITY BOND as under:

AND WHERE AS we are register quotationer's with Brihanmumbai Municipal Corporation and / or (Name of other authority) having register No----- Valid up to -----

AND WHERE AS Brihanmumbai municipal corporation has published the quotation / noticed for the work of

.....in_____ward

AND WHERE AS we want to participate in the quotation / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby 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 Under-taking etc.

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

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

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executor's administrators and assigns and/or successor and assigns.

Place :

Dated :

**Proprietor/ Partners/Directors/POA
(Seal of Firm / Co.)**

Identified by me,

BEFORE ME

Annexure - A1
Irrevocable Undertaking

(On RS. 500/- stamp paper duly notarized by notary with red seal and registration number)

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 own knowledge & belief.

Solemnly affirmed

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by Me.

**PROFORMA LETTER TO BE SUBMITTED BY AUTHORIZED DEALER FROM
THEIR MANUFACTURERS**

(To be submitted with Technical Packet)

To,
The Commissioner,
Brihanmumbai Municipal Corporation,
MUMBAI-400 001.

Sub.: e-Quotation / Tender for _____

e-Quotation / Tender for No.: _____ Due on: _____

Dear Sir,

We, _____ (Name of the manufacturing concern)
are an established manufacturer of _____ having factory at
_____ (factory address) do hereby
authorize M/s. _____
_____ (Name and
address of the dealer/ agent) to represent us to tender and conclude the contract for the
above goods manufactured by us with you against invitation of e-tender No.
_____ due on _____.

We hereby assure quantity and quality as per the contract for the goods offered. We
also assure uninterrupted supply of supply of spares, material, service, etc. included in
Bill of Quantities in the tender for till the completion of entire contract period (Inclusive of
defect liability period of 1 year).

Yours faithfully,

For and on behalf of M/s. _____
(Name of manufacturer)

Signature

(_____)

(Name & Designation of authorized signatory)

Place: Date:

Note: This letter of authority shall be in original on the letterhead of the
manufacturing concern and should be signed by a person competent and
having the power of attorney to bind the manufacturers.

PROFORMA LETTER TO BE SUBMITTED BY BIDDER WHO ARE MANUFACTURERS

(To be submitted with Technical Packet)

To,
The Commissioner,
Brihanmumbai Municipal Corporation,
MUMBAI-400 001.

Sub:- _____
e-Quotation /Tender No. _____

Dear Sir,

We, _____ (Name of the manufacturing concern) are an established manufacturer of _____
_____ (description of product) having factory
at _____
_____ (factory address)

We hereby assure quantity and quality as per the contract for the goods offered for supply against this invitation for tender and undertake to abide by the said clause. We also assure uninterrupted supply of spares, material, service, etc. included in Bill of Quantities in the tender for till the completion of entire contract period (Inclusive of defect liability period of 1 year).

For and on behalf of M/s. _____
(Name of manufacturer)

Note:- This Proforma is meant for manufacturers who are participating in the tendering themselves. This letter shall be submitted with the tender in original on the letterhead of the manufacturing concern and signed by a person competent to sign the same.

UNDERTAKING - I

To,

The Municipal Commissioner,
Brihanmumbai Municipal Corporation,
Mumbai – 400 001.

Sir,

I / we have read the terms and conditions as stipulated in the enclosed herewith and accepts the same.

Yours faithfully,

Signature

**Quotationer's
& Office Stamp**

Quotationer's full address & Tel. No.

Additional Conditions:-

1. All applicable taxes shall be considered before quoting the bid.
2. The new GCC contract will be applicable to successful bidder & same is available on the MCGM website
 - a. i.e. www.mcgm.gov.in
3. The bidder should read GCC before quoting the bid.
4. Bid Capacity Criteria for bidders: (Amended guidelines as per Circular No U/No/C.E/Vig/1252/B Dt.17.07.2018)

Sr. No.	As per Norms of registration 2016		Minimum Solvency (Rs. in Lakhs)	Value of works in hands at a time shall not be more than (Applicable for the vendors/ Contractors having valid registration as per rules of registration 2015 and 2016)
	Registration Class	Upper Limit of tendering As per Norms of registration of contractors 2016		
1	IX	Rs. 2 Lakhs	0.25	Rs. 20 Lacs
2	VIII	Rs. 3 Lakhs	0.5	Rs. 30 Lacs
3	VII	Rs. 7 Lakhs	1	Rs. 70 Lacs
4	VI	Rs. 15 Lakhs	2	Rs. 1.20 Crore
5	V(A)	Rs. 30 Lakhs	3	Rs. 2.00 Crore
6	V	Rs. 50 Lakhs	5	Rs. 5.00 Crore
7	IV (A)	Rs.90 Lakhs	9	Rs. 5.00 Crore
8	IV	Rs. 150 Lakhs	15	Rs. 5.00 Crore
9	III	Rs. 300 Lakhs	30	Rs. 5.00 Crore
10	II	Rs. 750 Lakhs	75	Rs. 5.00 Crore
11	I(C)	Rs. 1500 Lakhs	150	Rs. 5.00 Crore
12	I(B)	Rs. 2500 Lakhs		Rs. 5.00 Crore
13	I(A)	Without Limit		Rs. 5.00 Crore

“The bidders shall note and ensure that they are eligible for the bid as per above table. If any bidder is found not responsive due to non-conforming of bid criteria, their EMD will be forfeited.”

If L1 bidder fails to comply this conditions their bid will be treated as non-responsive without any intimation and the said bid will be offered to next lowest bidder(L2).