

Prepared by **Checked by** **Approved by**
Sd/- Sd/- Sd/-
S.E. (SWM) D WARD A.E.(SWM) D WARD Asst. Comm. D ward

BRIHANMUMBAI MUNICIPAL CORPORATION
(Solid Waste Management) D ward

D R A F T E - Q U O T A T I O N

Office of the
Asst. Commissioner 'D' Ward,
Jobanputra Compound,
Nana Chowk,
Mumbai 400 007.

- 1) E-Quotations are invited for the “**Supply of garbage bags (Woven Bag) (size 30” x 50”) during Bakari Eid-2026 festival in D-Ward**”. As per specifications, terms and conditions of quotation and schedule of quantities & rates.
- 2) The Quotation shall be submitted online on or before due date. Telegraphic Quotation will not be accepted under any circumstances.
- 3) The Quotationer shall pay Earnest Money Deposit of **Rs. 2000/-** online upto due date and time.
 - a) Quotationer shall pay Earnest Money Deposit (E.M.D.) of specified amount through <http://mahatenders.gov.in> portal online.
 - b) If during the Quotation's validity period, the quotationer withdraws his Quotation, the Earnest Money shall be forfeited and the quotationer may be disqualified from Quotation/s.
 - c) The vendors having standing deposit shall also have to pay full EMD amount online as mentioned above.
- 4) **Tender Fee:** The quotationer shall pay Tender fee of **Rs. 400/- + 18% GST** (As per latest applicable circular) through challan in Citizen Facility Center before putting claim for refund of EMD otherwise with the consent of quotationer same shall be deducted from EMD and balance EMD will be refunded.
- 5) The rates quoted shall be firm and no variation will be allowed subsequently on any account.

6) Tax:

- (a) The quotationer shall clearly state the rates of all the taxes such as CGST, SGST, IGST and other GST etc. applicable as per the Government Act in force at the time of submission of the Quotation and work out the actual amounts thereof. If the taxes are not mentioned, it will be presumed that, these taxes are not applicable, being already paid by the quotationer and will be borne by them. No subsequent claim from the quotationer for payment of these taxes shall be entertained. The offer which does not show the rates of taxes chargeable but vaguely states "Taxes as applicable or CGST, SGST and other GST extra" will be left out of consideration. The taxes shall be applicable as per HSN code / SAC code for the supply / work under consideration.
- (b) All the rates shall be inclusive of GST, otherwise their actual amount should be shown extra. If they are not mentioned, it will be presumed that the rates are inclusive of such duties and no subsequent claim for payment of these duties will be entertained.
- (c) The tenderer shall quote inclusive of all taxes(Excluding GST), levies, duties, 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 bidder will not be claim separately be BMC. However, while quoting the rates benefit of input tax credit or exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.
- 7) The successful quotationer shall include free delivery at site i.e. BMC D Ward or as directed by BMC.
- 8) **Contract period:** - The Work completion / delivery period for subject work/supply is 30 days from the date of receipt of SAP PO send through E-mail.
- 9) **Eligibility Criteria:-**

i) For service-

- (a) The Quotationer shall have the experience of " Providing garbage bags " in BMC or other Government Organization.

- (b) The Quotationer shall fully responsible for loading and unloading the Material to designated sites .
- (c) Before submission of quotation, quotationer shall submit the garbage bag sample.

Validity of the Quotation:-

The Quotation shall remain firm and valid at-least for 90 days from the date of opening/submission.

- 10) The quotationer shall be registered vendor of BMC.

11) **Terms of payment:-**

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

- 12) The Municipal Commissioner does not bind himself to accept the lowest or any Quotation. In case of any dispute, Municipal Commissioner's decision shall be final and binding on the quotationers.
- 13) The successful quotationer shall pay legal and stationery charges as applicable. when the contract cost of supply / works is more than Rs 50,000.00 the successful quotationer shall submit the document / complete the formalities on their side required to execute the contract within 1 month from award of contract.
- 14) The successful quotationer shall have to pay **5%** of contract amount as "contract deposit" for the supply/work exceeding Rs. 50,000/-. The "contract Deposit" will be released after completion of defect liability period of 12 months or as stated.
- 15) The quotationer shall not withdraw his offer within the validity period. If he does so, the Earnest Money Deposit paid, will be absolutely forfeited to the Corporation.
- 16) It is essential on part of quotationer to collect complete details of spares to be supplied and /or works to be carried out before submitting his offer as no claim arising out of ignorance on part of the quotationer will be entertained later on.
- 17) If the quotationer fails to submit relevant information with quotation then, the shortfalls shall be communicated to the quotationer through e-mail only and compliance required to be made within a time period of three working days otherwise they shall be treated as non-responsive.

Legal + Stationary Charges:(As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no.CA/FRG/17 dtd.17.03.2025 & CA (F)/FRT/01dt.02.04.2018. for GST Registered Contractors. Legal & Stationary Charges +18% GST as per notice by BMC Consultant.

The tenderers are requested to note that stationery charges as given in the table above will be recovered from the successful tender for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

Sr. No.	Contract Cost	Legal and stationary charges from dt.01.09.2023 to 31.03.2024(Amount to be converted into multiple of 100)
1	Rs.50,000/-	Nil
2	Rs.50,001/- to Rs.1,00,00,000/-	0.10% of contract cost +18% GST (mimimum-Rs.1000/- +18% GST, maximum-Rs.10,000/-+18%GST).
3	Rs.1,00,00,001/- to Rs.10,00,00,000/-	Rs.10,000/- +18% GST for Contract cost of Rs.1,00,00,000/- 0.05% rate of contract cost +18% GST.
4	Rs.10,00,00,001/- onwards	Rs.55,000/-+18% GST for contract cost Rs.10,00,00,000/- and for more than Rs.10,00,00,000/- 0.01% rate of contract cost +18% GST

Tender Fee:

Online tender fee shall be paid on Mahatender website.

(Circular No.CA/FRG/15 Dtd.20.03.2026)

Sr.No.	Contract Cost	Tender Fee
1	Up to 3 Lakh	Rs.400/-+18% GST
2	3,00,000/- to 5,00,000/-	Rs.800/-+18% GST
3	5,00,000/- to 10,00,000/-	Rs.1600/-+18% GST
4	10,00,000/- to 25,00,000/-	Rs.3993/-+18% GST
5	25,00,000/- to 50,00,000/-	Rs.7986/-+18% GST
6	50,00,000/- to 1,00,00,000/-	Rs.15972/-+18% GST
7	1,00,00,000/- to 25,00,00,000/-	Rs.19965/-+18% GST
8	More than25,00,00,000/-	Rs.33275/-+18% GST

Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer 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 labour 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)	Up to Rs. 5 Lakhs	Rs. 500 stamp duty
(b)	Above Rs. 5 Lakhs up to Rs.10 lakhs Rs.500/- (Five Hundred rupees)	Rs.500/-+0.3% on the amount above Rs.5 Lakhs, Max Rs.25 lakhs.
(c)	Above Rs.10 Lakhs	Rs.500/-+0.3% on the amount above Rs.5 Lakhs , Max Rs.25 lakhs.

A) Penalty for work:- (Enclosed separately)

- a) For failure to comply with the work order for work placed within stipulated period with the desired level of efficiency as per specifications, penalty for Rs. 500/- per day will be recovered from contractors without any reference. The amount for penalty will be, however subject to maximum of 10% of value of the delayed work may be fixed by Assistant Commissioner D Ward)/DMC (Z-I)/.

B) Penalty for Supply: -

- b) **For Delay** - The amount of the penalty will, however, be subject to the **maximum of 10%** of the contract sum or such smaller amount as may be fixed by the Assistant Commissioner D Ward)/DMC (Z-I).
- 18)** The quotationer shall give the undertaking in the prescribed format.
- 19)** E.M.D. of all the bidders except successful quotationer will be released after award of the work to the successful quotationer. E.M.D. will be released by E.C.S.
- 20)** The payment will be made in contractor’s or supplier’s account in the bank through ECS system.
- 21)** All the quotationer must disclose the names of their partners, if any in the particular contract. Any quotationer failing to do so will render himself liable to have his quotation deposit forfeited and the contract entered into cancellation at any time during its currency.

- 22) A)** None of the quotationer whose firms are having common partner / proprietor or who are connected with the another either financially or as principal & agent or master and servant or closely related to each other such as Husband and wife, father / Mother and minor son /daughter and minor daughter /sister shall quote separately under different names of establishments.
- B)** If it is found that any firm having common partner/proprietor who are connected with one another either financially or as principal and agent or master and servant closely inter-related such as husband and wife, father/mother and minor son/daughter and minor daughter/sister have quoted separately under different names or establishments for the same contract, the Quotation shall stand rejected and Earnest Money Deposit shall be forfeited. Any contract entered into under such condition will also be liable to be cancelled at any time during its currency. In addition, such firms / establishments shall be liable at the direction of the Municipal Commissioner for further final action including blacklisting.
- C)** If it is found that closely related persons as in direction no. 26 have submitted separate Quotations under different names of firms / establishments but with common addresses for such firms / establishments and / or if such establishments / firms though they have different addresses are managed or Governed by the same person / persons jointly or separately, such quotationer shall be liable for action on the direction No.2 B including similar action against the firm/ establishments concerned.
- D)** If the award of contract is found that the accepted quotationer violated any of the direction 28A, 28B or 28C, 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.
- 23)** Under the Provision of the section 194 (C) of the Indian Income Tax act the corporation is required to deduct tax at source & under present legislation Tax @ 2% of the gross amount of each bill submitted shall be deducted at source. The certificate for the same will be issued.
- 24)** Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents shall be insisted.
- 25)** If the quotationer breaches any or all of the conditions mentioned in quotation document, he/she/firm is liable for any or all the penal action such

as cancellation of purchase order (P.O.), forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process as deemed fit by BMC authorities.

- 26) There shall be regular review regarding the performance of the contractor by BMC. In case at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by contractor/ quotationer, BMC reserves the right to take penal action such as cancellation of purchase order (P.O.)/work order, forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process /blacklisting of vendor as deemed fit by BMC authorities.
- 27) The Municipal Commissioner reserves the right to terminate the contract by giving 7 days' notice without assigning any reasons and in such eventuality no claim for any loss or compensation will be considered.
- 28) The quotation may be considered incomplete, irregular and invalid unless it is signed by the proprietor, named managing partner or all partners or by party of parties stating specifically their position and status at schedule of quantities and rates.
- 29) The cases wherein if the shortfalls are not complied by a contractor, shall be informed to Registration and Monitoring Cell. Such non-submission of documents shall be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
- 30) **Submission of e-Quotation Online:**

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 "MCGM documents" folder of the respective E- Quotation on <http://mahatenders.gov.in> portal, is/are part of Quotation, unless stated otherwise in the Quotation document. Affixing of digital signature at any one place in the e-quotation document while submitting the e-quotation shall be deemed to mean acceptance of the terms and conditions contained in the Quotation as well as confirmation of the Quotation/s offered by the quotationer which shall include acceptance of special directions/terms and conditions if any, incorporated. All the documents and data submitted by quotationer online will be digitally signed by the system by prompting for digital signature certificate.

Submission of the e-Quotation:

The e-Quotation shall be submitted in packets / folders i.e. Technical Bid /Documents in folder "Bidder Documents while price/rates/commercial offer in "Item Data" online. Upload the e-Quotation 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.

31) Packet Bid System:

In this system the quotationer will submit the documents in packets/folders as specified in respective 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

1) Documents related to eligibility criteria :

This Packet shall contain scanned certified copies of the following documents. Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online.

- 1) Valid Registration Certificate
- 2) The Quotationer shall pay the E.M.D. online. The acknowledgement slip/screen shot of online payment of E.M.D. shall be uploaded online.
- 3) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 4) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- 5) Certificate of GST Registration.
- 6) The bidders shall categorically provide their Email-ID.

2) Technical Documents -

This packet contain scanned certified copies of the following documents –

Fill in, stamp, sign & upload the following forms available in the e- Quotation document.

The printed undertaking addressed to the Municipal Commissioner

- 1) Annexure 'A' and Annexure 'B' duly filled and signed.
- 2) The quotationer shall upload the Declaration Cum Indemnity Bond on Rs. 500/- stamp paper as per format attached with quotation (Annexure 'C').
- 3) The quotationer shall upload the notarized Irrevocable Undertaking on Rs. 500/- stamp paper as per format attached with quotation.
- 4) The quotationer shall upload the Undertaking in respect of offering the best price on Rs. 200 /- stamp paper as per format attached with quotation (Annexure 'E').
- 5) Documentary evidence as stated in eligibility criteria of quotation notice.
- 6) The bidder shall submit valid registration certificate under E.P.F &M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013
- 7) The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

3) **Financial Document (Packet – C)**

(Price Packet):

The rates shall be filled in online tender. (There is no separate provision to quote rates in physical form, this is a part in Header Data of online Tendering). For Packet 'C' quotationer (s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes the rates.

32) **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.

33) General :

1. The work carried out by the bidder shall be checked daily by the Asst. Engineer (SWM) D Ward of ward or his authorized representative of the concerned ward. No payment will be made for the unsatisfactory work or unauthorized nature of work detected during such field inspection. Due note of the same shall be made in the log sheet and deduction will be effected as per the penalty conditions.
2. Sub contracting of the work in any manner shall be strictly prohibited. If any sub contracting is noticed, the contract is liable to be terminated and action deemed fit will be initiated against the bidder.
3. The bidder shall be liable for any damage or loss to property caused during the course of work including structures, movable properties, public vehicles, personnel etc.
4. The bidder shall submit the copies of their licenses / registration in this respect along with their tender. The tender shall also file returns as per the statutory requirements.
5. The successful bidder shall have to arrange for joint inspection of the work done daily or on any day as and when demanded at their own cost.

Contract Period :-

The contract period is for Three Month (30days) from the date of issue of work order.

Sd/-

A.E.(SWM) D Ward

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGEMENT D WARD

ANNEXURE-A
UNDERTAKING

To,
The Municipal Commissioner
Brihanmumbai Mahanagarपालिका,
Mahapalika Marg,
Mumbai – 400 001.

Sir,
I/We have read all the terms and condition stipulated in the above
Quotation Notice and accepts the same.

Yours faithfully,

Quotationer's signature and seal

Quotationer's Full Address
and Telephone No., Seal
if any.

BRIHANMUMBAI MUNICIPAL CORPORATION
SOLID WASTE MANAGEMENT D WARD

ANNEXURE – B

DETAILS OF FIRM

- a) Quotationer No. :
- b) Quotationer's Name :
- c) Quotationer's address, Telephone/Mobile No. & e-mail :
- d) Whether registered under GST Act : Yes/No
- e) Certificate in support of (d) above if registered. : Enclosed/Not enclosed
- (If this format is not filled in, it will be presumed that the Quotationer is not a registered dealer)
- f) Information regarding status of tenderers/quotationers :
- i) If it is proprietary concern?
If so, name of the owner.
- ii) If it is partnership concern, please furnish name of each partner and copy of Registration Certificate.
- iii) In case of Company, please furnish documentary proof to show that the Company is registered.

**Signature of authorized person
of ConcernCompany/Quotationer**

ANNEXURE- C

(On Rs. 500/-Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do here by declared and undertake as under.

1.I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/ company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2.I declare that I _____ in _____ capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and/ or penal action such as banning (for specific time or permanent)/ de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3.I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4.I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carryout the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5.I also declare that I will not claim any charge/ damages/ compensation for non-availability of site for the contract work at any time.

6.I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

Signature of Tenderer/Bidder

