

BRIHANMUMBAI MUNICIPAL CORPORATION
(Hydraulic Engineer's Department)

Draft Quotation



Name of Work : Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.

Tender ID : 2024_MCGM_1100228_1

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

Office of the: Executive Engineer (M & E) Panjrapur ,
Administrative Building,1st Floor,
Water Treatment Plant,Panjrapur, Post : Vadpa, Taluka
:Bhiwandi, District :Thane, Pin Code No.421302 Phone
No. 02522 309005/22
Email :- eejnepjppc.he@mcgm.gov.in

Prepared by

Sd/-

SE YCP

Checked by

Sd/-

AE YCP

Verified by

Sd/-

EE (M&E) Panj

Approved by

Sd/-

Dy.HE (PPC)

BRIHANMUMBAI MUNICIPAL CORPORATION

No. Dy.H.E. / P.P.C./ 4648 dated. 03.10.2024

E-QUOTATION NOTICE

Name of Work:-	Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant as per Factories Act 1948
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The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-QUOTATION on "Item 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.

Quantitation 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 quotationding 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 Bakariadda, 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.

<u>Tender ID</u>	Name and location of work	Contract period	Estimated Cost of Project
2024_MCGM_1100228_1	Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.	02 Years	Not Applicable being item rate quotation

While submitting duly filled tender document on mahatender, quotationer needs to pay total EMD amounting to **Rs.500/-** online through <https://mahatenders.gov.in>. EMD is refundable in accordance to the relevant clause of quotation document, except in the case of the selected quotationer who's quotation Security/EMD shall be retained. The quotationers will have to provide Earnest Money Deposit through the payment gateways while submitting the quotations. The quotation 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 quotationer in vendors' document online in **Packet A (fee and 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 Dy. Hydraulic Engineer (Pise-Panjrapur Complex). The Packet B shall be opened if quotations submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the 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 Executive Engineer (M & E) Panjrapur at the following address on any working day during office hours.

Office of:	Executive Engineer (M & E) Panjrapur Administrative Building, 1st Floor, Water Treatment Plant,Panjrapur,Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309005/ 23 <i>Email :- eemnepjppc.he@mcgm.gov.in</i>
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The applicants may wish to visit the site under reference located at Panjrapur, Post: Vadapa, Tal: Bhiwandi, Dist:Thane 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>).

quotationders are also advised to refer “quotationders Manual Kit” available at <https://mahatenders.gov.in/nicgep/app?page=quotationdersManualKit&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 : Quotation 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 (M&E) Panjrapur

HEADER DATA

Quotation Document No.	2024_MCGM_1100228_1
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.
Scrutiny Fee	Rs.389.40/- (330+18% GST)
Bid Security Deposit/ EMD	Rs.500/-
Date of issue and sale of tender	04.10.2024 from 11:00 Hrs
Last date & time for sale of tender	16.10.2024 upto 12:00 Hrs
Submission of Packet A, & Packet B (Online) & (Receipt of Bid Security deposit)	16.10.2024 upto 16:00 Hrs
Pre-Bid Meeting	Not Applicable.
Opening of Packet A	17.10.2024 after 16:10Hrs
Opening of Packet B	25.10.2024 after 15:00Hrs
Address for communication	Office of Dy. Hydraulic Engineer (Pise-Panjarapur Complex) anjarapur Water Treatment Plant, Administrative Building, 1 st Flr., Post: Vadapa, Tal: Bhiwandi, Dist:Thane. Phone No. 02522 309005/ 23 Email :- eamnepjppc.he@mcmg.gov.in
Venue for opening of bid	On line in Dy.H.E. (P.P.C.) 's office.
Note :As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the tenderers shall have to pay the scrutiny fee with GST. It is to be paid at CFC center by obtaining challan from respective section before opening of packet B.	

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 (M&E) Panjarapur

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department, O.C. Div.)

Quotation Draft

1	E-quotations are invited for “Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948” as per attached terms and conditions, specifications and schedule of quantity etc.
2	The e-quotation shall be submitted as per Header data for the ““Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948”” The Packet A and Packet B Quotations will be opened as per Header data mentioned in E-quotation notice.
3	While submitting duly filled quotation document on mahatender, quotationer needs to pay total EMD amounting to Rs.500/- online through https://mahatenders.gov.in . EMD is refundable in accordance to the relevant clause of quotation document, except in the case of the selected quotationer who’s quotation Security/EMD shall be retained. The quotationers will have to submit receipt of Earnest Money Deposit through the payment gateways while submitting the quotations. The quotation shall be summarily rejected if it is not accompanied by the Earnest Money Deposit receipt. The tender is available on e-Procurement System of Government of Maharashtra (Mahatenders) https://mahatenders.gov.in . as mentioned in the Header Data of the quotation.
4	Post Qualifying Criteria (Eligibility): (Non Curable document) The quotationer should specifically note the following post qualifying criteria towards their eligibility. Technical- A) The Quotationer shall be in the field of testing of above equipment approved by the Directorate of Industrial Safety and Health as per Factory Rule No.65 of 1963 or the liasoning agency carrying inspection and testing through competent persons approved by the Directorate of Industrial Safety and Health as per Maharashtra Factory Rule. Quotationer shall submit the Certificate of competent person issued by Directorate, Industrial Safety and Health of Maharashtra State or any competent authority thereunder. Documentary evidence shall be submitted along with the quotation, failing which the quotation shall be treated as non responsive. B) The quotationer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which quotations 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 quotation document, provided further that all other qualification criteria are satisfied a) Three similar completed works of similar nature each costing minimum of Rs.14,640/- each or

	<p>b) Two similar completed works of similar nature each costing minimum of Rs.17,080/- each or</p> <p>c) One completed work of similar nature of minimum of Rs.24,400/-each.</p>
	<p>B) Financial:- (Non Curable document)</p> <p>The average annual turnover of the quotationer shall be Rs.14,640/- during the last three financial year i.e. 2021-2022, 2022-2023, 2023-2024 from the due date of the quotation. It must be certified by CA upload with quotation documents.</p>
	<p>C) Similar Experience:- (Non Curable document)</p> <p>The quotationer shall have the experience of similar work means the work of general mechanical or electrical work or having experience of any supply or work in any Govt / Semi Govt / PSU/ Municipal Department & should submit the job completion certificate along with the bid.</p> <p>Necessary documentary proof (PO and completion certificate) shall be submitted along with (To be submitted with Technical Packet-A) the quotation, otherwise the quotation will be treated as non-responsive</p>
5	Validity of the quotation shall remain firm and valid at least for 120 days from the date of its submission.
6	Period of delivery of articles/completion of work not be more than two years. Total four nos of services (Inspection & Testing) will be carried out in work completion period. The work will be carried out within one month from the date of issue of the P.O./ from the date of intimation from the department.
7	<p>TERMS OF PAYMENT</p> <p>As per the Municipal procedure, the payment for work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of any articles, the payment will be made within 30 days from the receipt of the bill subject to satisfactory test of the articles including its installation, if any</p>
8	<p>GUARANTEE</p> <p>The successful quotationer shall give a guarantee on Rs. 100/- Stamp paper in the prescribed form for 12 calendar months from the date of supply / commissioning or completion of the work after any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the contractors, they will rectify the same free of cost.</p>
9	<p>GUIDELINE TO quotationer</p>
	<p>a) The Successful 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.</p>
	<p>b) Quotationer shall filled online BOQ along with all taxes properly in case any query he shall contact to the concerns.</p>

C)	<p>The quotationer shall upload all the pages of the documents and on 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 there will be out rightly rejected.</p>										
d)	<p>The rates quoted shall be firm and no variation will be allowed on any account.</p>										
e)	<p>Submission of Quotation - The quotationer shall invariably submit this quotation notice from together with the specification, schedule of quantity, rates duly filled in and signed. Any irregularity in this respect may render the quotation liable for rejection.</p>										
f)	<p>The Municipal Commissioner does not bind himself to accept the lowest or any quotation.</p>										
h)	<p>The contractor shall pay the contract deposit equal to 2 % (Two) percent of the contract sum in the form of DD, if the contract cost exceeds Rs. 50,000/-, and this deposit shall be retained as a performance security, which will be refunded after the guarantee period of 12 months.</p>										
i)	<p>The requisite legal and stationery charges for preparation of the contract agreement shall be payable by the successful quotationer & shall submit receipt within 30 days from the date of issue of letter of acceptance as per legal circular no.26206 dated 31.08.2023 valid upto 31.03.2024. The requisite legal and stationery charges for the preparation of the contact at Rs are shown below or as per existing circular.</p> <table border="1" data-bbox="338 1191 1490 1456"> <thead> <tr> <th data-bbox="338 1191 890 1265"><u>Contract value in Rs.</u></th> <th data-bbox="890 1191 1490 1265"><u>Legal charges & Stationary charges in Rs. Upto 31.03.2024</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="338 1265 890 1344">From Rs.10,000/- to Rs. 50,000/-</td> <td data-bbox="890 1265 1490 1344">Nil</td> </tr> <tr> <td data-bbox="338 1344 890 1456">From Rs.50,001/- to Rs. 1,00,00,000/-</td> <td data-bbox="890 1344 1490 1456">10% of contract cost, round to the next 100 + 18 % GST (minimum 1000/- & maximum 10000/- + 18 % GST)</td> </tr> </tbody> </table> <p>The requisite scrutiny charges shall be payable by the all quotationers before opening of packet B & shall submit receipt to the concern department by taking the challan for the same <u>as per Circular no. CA/FRG/18 dtd. 27.02.2024 valid upto 31.03.2025.</u> The requisite scrutiny charges are shown below or as per existing circular.</p> <table border="1" data-bbox="338 1682 1490 1794"> <thead> <tr> <th data-bbox="338 1682 890 1756"><u>Office Estimated value in Rs.</u></th> <th data-bbox="890 1682 1490 1756"><u>Scrutiniy charges in Rs. Upto 31.03.2025</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="338 1756 890 1794">Upto Rs.3,00,000/-</td> <td data-bbox="890 1756 1490 1794">330/- + 18% GST</td> </tr> </tbody> </table>	<u>Contract value in Rs.</u>	<u>Legal charges & Stationary charges in Rs. Upto 31.03.2024</u>	From Rs.10,000/- to Rs. 50,000/-	Nil	From Rs.50,001/- to Rs. 1,00,00,000/-	10% of contract cost, round to the next 100 + 18 % GST (minimum 1000/- & maximum 10000/- + 18 % GST)	<u>Office Estimated value in Rs.</u>	<u>Scrutiniy charges in Rs. Upto 31.03.2025</u>	Upto Rs.3,00,000/-	330/- + 18% GST
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Upto Rs.3,00,000/-	330/- + 18% GST										
j)	<p>Contract Execution:- The successful quotationer shall enter into written contract with Municipal commissioner in the Municipal prescribed form. Successful quotationer shall submit the duly filled contract agreement form on Rs 500/- stamp paper within 30 days from the date of issue of letter</p>										

	<p>of acceptance. All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs.100/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed, along with evidence/proof of payment of security/contract deposit.</p>
<p>10. Penalty:-</p>	<p>If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:</p> <ul style="list-style-type: none"> • Completion period for projects (originally stipulated or as extended) not exceeding 6 months : to the extent of maximum 1 percent per week. • Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: to the extent of maximum ½ percent per week. • Completion period for projects (originally stipulated or as extended) exceeding 2 years : to the extent of maximum ¼ percent per week. When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved. <ol style="list-style-type: none"> i) Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent. ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years : 7½ percent. iii) Completion period (as originally stipulated or as extended) exceeding 2 years : 5 percent. <p>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.</p> <p>b) <u>Penalty for inferior supply from defaulting contractors or suppliers:-</u> In case of the contractor 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 the right to levy penalty for such inferior supply from contract not exceeding 20% of the cost of supplied material.</p>

<p>11</p>	<p>Taxes</p> <p>The tenderer shall quote 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.</p> <p>Input Tax Credit of GST as available with the bidder will not be claimed separately by BMC.</p> <p>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.</p> <p>“ Chapter XXI- Miscellaneous, section 171(1) of GST Act, 2017 governs the `Anti Profiteering Measures` (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 provisions of GST Act will be applicable to the quotationer.”</p> <p>As per Section 194C and 194J of Income Tax Act, 2 % Income Tax will be directly deducted at source.</p> <p>If contract cost exceeds 2,50,000.00(Excluding GST), 2% GST TDS 2% (1% CGST + 1% SGST or 2% IGST) will be deducted at source. (as per circular CA(Treasury) /Cash / City/ 20 dtd. 05.10.2018).</p> <p>The GST TDS is not applicable to the Goods and Services which are</p> <ol style="list-style-type: none"> I) GST exempted ii)RCM services provided by BMC and Liability BMC to pay GST. iii) Goodsand services provided by unregistered contractors and there is no any liability of BMC to pay GST, the GST-TDS will not be deducted from bill. <p>Further ,all the provisions of GST Act will be applicable to the quotation.</p>
<p>12</p>	<p>The mandatory documents are as under. Shall be submitted in Packet A</p> <p>The Packet “A” shall contain scanned certified copies of the following documents, upload with quotation documents.</p> <ol style="list-style-type: none"> 1. (Undertaking-I) Information form Annexure "A" (Personal Details) 2. Duly Filled Appendix ‘A’ & Appendix ‘B’ 3. UNDERTAKING CUM INDEMNITY BOND (on Rs.200 stamp paper notarized) 4. Irrevocable Undertaking (on Rs. 500/- Stamp Paper notarized) 5. The printed undertaking in draft quotation addressed to the Municipal Commissioner. 6. The undertaking on Rs.200/- stamp paper pro-forma for (Best price) duly notarized. 7. A document in support of The contractors shall submit the GST Registration Certificate. Also the contractor shall mention HSN code No. for supply items & SAC code No. for work /services as per GST Act 2017. 8. The copy of the Pan card along with the photograph shall be provided. 9. The specifications / data sheet <u>if attached in quotation.</u> 10. Partnership Deed / Registered power of attorney and any other

documents if applicable

11. EMD receipt copy online receipt.

12. Adequate submission of documents as per technical & financial criteria as per PQC.

14. 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.100/- stamp paper.

15. 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. 100/- stamp paper.

Note :-

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

a. Non-submission of following documents,

i. Copy of 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.

ii) Non-curable Defect shall mean

a. In-adequate submission of EMD

b. The documents evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

Note :

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

2. If it is found that the quotationer has not submitted required curable documents in Packet "A" then, the shortfalls will be communicated to the quotationer through e-mail only and compliance required to be made within a time period of three working days otherwise they **will be treated as non-responsive**.

3. **Shortfalls:** Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by quotationer within given time period, the quotationer shall be treated as Non-Responsive & such cases will be informed to Registration and Monitoring Cell Such non-submission of documents will 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 Registration Cell with due approval of the concerned AMC.(CA/Finance/Project/19 dt 04.03.2024)
14	<p>The Quotation shall be rejected if the quotationer: -</p> <ul style="list-style-type: none"> i) Stipulates the validity period less than 120 days. ii) Stipulates own condition/conditions. iii) Does not fill; sign the quotation form & Technical Specifications. a) Firms having common partnes /proprietor or who are connected with one another either financially or as principal and agent or master and servant or closely related to each other such as husband and wife, father/mother and minor son/daughter and minor brother /sister shall not quote separately under different names or establishment for the same contract. b) If it is found that firm as described in clause 14a) have quoted separately under different names and establishment for the same contract, the quotation shall stand rejected and quotation deposit shall be forfeited. Any contract entered into under such condition will also be liable to be canceled at any time during its currency. In addition, such firms/establishments shall be liable at the discretion of the Municipal Commissioner for further penal action including blacklisting. c) If it is found that closely related person as in clause 14(a) have submitted separate tenders/quotations under different names of firms /establishments but with common address for such firms/establishments and/or if such firms/establishments though they have different addresses, are managed or governed by by the same person/persons jointly or separately, such quotation shall be liable for action as in clause No. 14a) including similar action against the firms/establishments concerned. d) If after award of contract, it is found that accepted quotation violated any of the clause 14(a) to 14(c) , 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.
15	The firm who are not registered with BMC as vendor, may apply online before participating in the process of quotation.
16	The Corporation reserves right to reject all the Quotations or the lowest or any other Quotation which in the judgment the Corporation does not appear to be in its best interest and the quotationer shall have no cause of action or claim against the Corporation or its Officers, employees, successors or assigner for rejection of its Quotation.

Undertaking-I

Annexure "A" (Personal Details)

(To be submitted with Technical Packet-A)

1	Name of Proprietor / Partner/ Director / Trustee /Office Bearer, Other (Specify):-	
2	Position / Designation / Status: -	Proprietor/Partner/Director/Trustee/ Office Bearer/Others (pl. specify)
3	Residential Address: -	
4	Address Proof: -	(1) Aadhar Card/(2) Passport/(3) Voters Identity Card/ (4) Driving License/ (5) Electricity bill * / (6) Telephone bill * /(7) Bank account Statement/ Bank Pass Book * / (8) Rent Receipt* (Certified copy of any one documents)
5	Pan Card Number: -Copy to be submitted	
6	Aadhar Card no.: - Copy of to be submitted	
7	Directors Identification Number (DIN Number): -Copy of proof to be submitted	
8	Contact Number: -Copy of bill not more than three months to be submitted	
9	Email address (max. 35 characters) Note: e-mail address be legible	

* Certified documents submitted as proof of address for serial number 5 to 8 should not be more than three months old from the date of application.

I hereby declare that the information submitted by me is true, correct and complete to the best of knowledge & belief. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BMC responsible for the same. I will indemnify the BMC in all matters in case information furnished by me is found incorrect in future.

Date

Name & Signature

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department, O.C. Div.)

Appendix 'A'

(To be submitted with Technical Packet-A)

a)	Quotation No.	
b)	quotationer's Name	
c)	quotationer's address & telephone No(s).	
d)	Whether registered under G.S.T. Act 2017 (Registration must be effective on the date of quotation)	Yes/ No Reg. No.
e)	Certificate in support of (d) above, if registered.	Enclosed/ Not Enclosed.
f)	Name of Bankers Branch Account No.	

Signature of the quotationer

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

BRIHANMUMBAI MUNICIPAL CORPORATION
(Hydraulic Engineer's Department, O.C. Div.)

Appendix 'B'

(To be submitted with Technical Packet-A)

Information regarding status of quotationer

1) (A)	Whether it is proprietary concern?	Yes/ No
(B)	If so, name of the owner	
2)	If it is partnership concern, please furnish name of each partner and copy of registration certificate.	
3)	In case of company, please furnish documentary proof to show that the company is registered.	

Signature of the authorized person of
concern/ company

UNDERTAKING CUM INDEMNITY BOND

(on Rs.200 stamp paper notarized)

(To be submitted with Technical Packet-A)

We, (1) Mr. _____ (2) Mr. _____

And (3) Mr. _____ aged (1) _____ yrs (2) _____ yrs and (3) _____ yrs respectively, Proprietor /Partners /Directors /Power of attorney holder of the firm _____ having its office at _____ hereby gives an UNDERTAKING CUM INDEMNITY BOND as under.

AND WHEREAS we are registered contractor/s with the BRIHANMUMBAI MUNICIPAL CORPORATION and /or (name of the authority) having Registration No. _____ valid up to _____

AND WHEREAS The BRIHANMUMBAI MUNICIPAL CORPORATION had published the quotation notice for the work of _____

_____ in _____
Ward. AND WHEREAS I/we want to participate in the said Tender procedure.

I/we hereby give an Undertaking cum Indemnity Bond as hereinafter appearing: -

I/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 Demotion, 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 tendering procedure, if the said information is found incorrect, it should be lawful for the BMC to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

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

Place :

Dated:

proprietor/partner/Directors/POA

Seal of Firm/Co.)

Identified by me

Before me

AFFIDAVIT FOR BEST PRICE (on Rs. 200/- stamp paper)

(To be submitted with Technical Packet-A)

To

The Municipal Commissioner.

For the BRIHANMUMBAI MUNICIPAL CORPORATION

Sir,

Bid No. _____

"I/We _____ (full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business/ Manufacturer/ Authorized Dealer, for the establishment/ firm / registered company, named herein below, do hereby, state and declare that I/We _____ whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment/ firm or otherwise, nor are we in any way related or concerned with any establishment/ firm or any other person, who have filled in the tender for the aforesaid work".

I/We do hereby further undertake that we have offered the best prices for the subject supply work as per the present market rates. **Further we do hereby undertake and commit that we have not offered/supplied the subject product/systems or sub systems in the past one year in 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 BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

"I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/ contract to me/ us that any information given by me/ us in this tender is false or incorrect, I/We shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences caused to the Corporation in any manner and will not raise 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, blacklisting, 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 deposit & blacklisting may be taken against me/us.

TENDERER'S FULL SIGNATURE WITH FULL NAME AND RUBBER STAMP

(Note : This affidavit should be given on 500/-Rs. Stamp paper duly notarized by Notary with Red Seal and Registration number).

Irrevocable Undertaking

(on Rs. 500/- Stamp Paper notarized)

(To be submitted with Technical Packet-A)

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 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 at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department, O.C. Div.)

(To be submitted with Technical Packet-A)

To,
The Municipal Commissioner,
BRIHANMUMBAI MUNICIPAL CORPORATION,
Mahapalika Marg, Fort,
MUMBAI – 400 001.

Due date: - _____

<u>Name of Work</u>	:	Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.
<u>Quotation ID</u>	:	

Sir,

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

With regards,

Yours sincerely,

quotationer's signature

(Office Stamp)

quotationer's full address, email address,

Tel. No. and Vendor Number

To

AGREEMENT FORM

Tender / Quotation dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....

.....

.....

This agreement made this day of

Two thousand

Between.....

.....
inhabitants of Mumbai, carrying on business at..... ..

.....
in Bombay under the style and name of Messrs

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

.....

The DMC(S.E.) (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 DMC(S.E.) 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 AGREEMENT WITNESSETH as follows:-

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:-

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

The letter of Acceptance

The quotation:

Addendum to quotation; if any

Tender Document

The Bill of Quantities:

The Specification:

Detailed Engineering Drawings

Standard General Conditions of Contracts (GCC)

All correspondence documents between quotationder and BMC

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. The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract. IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

In the presence of

Full Name
Address

Contractor

Signed by the Dy. Municipal Commissioner
in the presence of

Dy. Municipal Commissioner

The Common seal of the BRIHANMUMBAI MUNICIPAL CORPORATION was hereunto af-
fixed on the 20 in the presence of two members of the Standing Commit-
tee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal
Secretary

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Sub :	Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.
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BILL OF QUANTITY

Sr.No.	Description of Item	Quantity/Unit	Basic Rate in Rs. (Excluding GST)
1)	1" dia Carbon Steel Chlorine gas Battery Pipeline – Pressure testing (with Nitrogen) for 1 st year	8 Nos	
2)	1" dia Carbon Steel Chlorine gas Battery Pipeline – external inspection & Ultrasonic testing. For 1 st year	8 Nos	
3)	1" dia Carbon Steel Chlorine gas Battery Pipeline – Pressure testing (with Nitrogen) for 2 nd year	8 Nos	
4)	1" dia Carbon Steel Chlorine gas Battery Pipeline – external inspection & Ultrasonic testing. For 2 nd year	8 Nos	
			SUB-TOTAL

Note : Tenderer shall submit the price bid in packet 'C' by filling data in 'Financial' Packet during the submission of the bid.

The tenderer shall quote 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.

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineer's Department

Sub :- Periodic Inspection and testing of chlorine pipe lines for two years at Yewai Chlorination Plant, as per Factories Act, 1948.

Scope of work

The successful quotationer shall carry out the inspection and testing of chlorine pipe lines installed at Chlorine Plant Yewai as shown in the Schedule of Quantities, as per the Maharashtra Factories Act 1948 (as amended till date), and shall submit the certificate in the prescribed form No. 12 and 13 for each equipment. The work of inspection and testing includes total 4 occasions over a period of 2 years viz. 2 occasions of yearly inspection and testing and 2 occasions of six monthly inspections. Every inspection and testing shall be done, as per schedule, after fixing a date in consultation with the concerned plant Engineer.

The equipment due for testing will be handed over to the contractor by BMC staff. However, all the material, tools, consumable items, testing cylinders, manpower etc, required for the inspection and testing work shall be provided by the contractor. Due care shall be taken by the contractor to avoid any damage to the gauges, accessories and other equipment installed at the plant while carrying out the inspection and testing work.

Inspection and testing shall be as per the job specified as under:

- 1) Chlorine pipelines and accessories such as valves, flange joints etc.
- a) Six monthly external inspection & ultrasonic thickness testing.
- b) Annual pressure testing with Nitrogen gas along with ultrasonic thickness testing.

It is mandatory that the contractor shall be authorised by the Director of Industrial Safety and Health, Government of Maharashtra and shall produce valid competency certificate at the time of submitting the quotation & every inspection and testing.

The rates shall remain firm for 2 years, after awarding the contract.

SPECIFIC CONDITIONS:

- 1) All Inspection, testing etc to be carried out under this work shall be supervised by a competent person under Maharashtra Factory Rule 1963.
- 2) successful quotationer shall submit a consolidated statement of defects observed during inspection and testing and suggest remedial actions accordingly.
- 3) The quotationer shall visit the site to ascertain the nature work acquainted with the work before quoting.
- 4) Every year a fresh work order shall be issued by BMC. Period of work completion shall not be more than one (1) month from the date of receipt of work order.
- 5) The quotationer shall carry out the work, as per schedule, after fixing a date in consultation with the concerned plant engineer.