

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

e-Quotation Notice



FOR

Name of Work : Supply of various material handling equipment's for repair/maintenance works of control valves and water mains in water supply network of 'P' and 'R' wards.

Quotation ID : 2024_MCGM_1110354

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

Assistant Engineer Water Works (Maint) Western suburb/North
Municipal retail market & chowky building, In front of Pawandham,
Mahavir Nagar, Borivali (West), Mumbai – 400 092

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

E-quotations are invited for the Subject **“Supply of various material handling equipment's for repair/maintenance works of control valves and water mains in water supply network of 'P' and 'R' wards”**.

1. The forms of quotation documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender 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 bidders will 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 Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment 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 Applicants interested for the above referred works may contact the Assistant Engineer Water Works (Maint) Western suburb/North at the following address on any working day during office hours.

Assistant Engineer Water Works (Maint) Western suburb/North
Municipal retail market & chowky building, In front of Pawandham,
Mahavir Nagar, Borivali (West), Mumbai – 400 092

4. The applicant has to pay **Tender Fee of Rs.330/- + 18 % GST** (9 % CGST+ 9 % SGST) (As per Circular No. CA/FRG/09 dated 04.10.2024) online on Mahatenders Portal.

~~The applicant has to pay Scrutiny Fee of Rs.330/- + 18 % GST (9 % CGST+ 9 % SGST) (As per Circular No. CA/FRG/03/dt.11.05.2023) 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 through <https://mahatenders.gov.in>, quotationer needs to pay total EMD amounting to **Rs.5200/-** which bidder has to pay 100% E.M.D. online through online payment gateways of GoM. The copy of the EMD paid receipt shall be uploaded along with the other relevant documents on website, while uploading the quotation documents. Quotationer registered in BMC with adequate standing deposit, also need to pay the EMD for this quotation.

6. The Quotation shall be out rightly rejected if it is not accompanied by the Earnest Money Deposit in full in the both forms as mentioned above i.e. online & offline.

7. Post Qualifying Criteria (Eligibility):

The Quotationer should specifically note the following post qualifying criteria towards their eligibility.

Financial	The average annual turnover of the quotationer shall be Rs.78,000/- during the last three financial year i.e. 2020-21, 2021-22 & 2022-23 from the due date of the quotation. It must be certified by CA upload with quotation documents.
Technical	1) The quotationers who are dealing with such type supply/work should have executed minimum one single job i.e. supply of Material Handling Equipment's to BMC / Semi Govt. / Govt. Organizations. The copy of the work order shall be attached with quotation documents a) Value of single job carried out at (1) above shall not be less than Rs.1,30,000/- b) Value of two jobs carried out at (1) above shall not be less than Rs.91,000/- each. c) Value of three jobs carried out at (1) above shall not be less than Rs.78,000/- each.

8. 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'. The mandatory documents prescribed in notice shall be filled in completely otherwise quotation will 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, if any accomplished in quotation document.
- 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, if applicable.
- 7) EMD receipt copy.
- 8) Adequate submission of all the documents as per technical & financial criteria as per PQC.

9) The undertaking on Rs.200/- stamp paper pro-forma for (Best price) duly 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.

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: 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 to comply with the said requirements within stipulated time period (max 3 working days) from the opening of quotation & if he fails to do so their offer shall be out rightly rejected and 10% amount of EMD shall be forfeited.

12. **Taxes:** The quotationer 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. Input Tax credit of GST as available with the bidder 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 specifically stated, but shall not be more than **30 days**.
14. Every quotation shall remain open for acceptance for **180 days** from the date of opening of the quotation. As some minimum period for evaluating the various and samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 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 shall be forfeited to the Corporation.
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** : The successful quotationer shall give a guarantee for 12 calendar months from the date of supply / commissioning or completion of the work for any manufacturing defects or faulty workmanship on BMC prescribed "**Maintenance Guarantee**" from affixed with Rs. 100/- adhesive stamp / franking. If any defect is noticed within the guarantee period and intimated to the contractors, the same shall be rectified free of cost. Prescribed maintenance guarantee forms are obtainable from the office of the Chief Accountant, BRIHANMUMBAI MUNICIPAL CORPORATION, Head Office, Mahanagarpalika Marg, Mumbai – 400 001.
18. **Terms of Payment** : As per 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 article/s the payments will 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 will be made in the name of the bank by ECS only. The quotationer, therefore, will 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 will 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. **Penalty** : For failure to supply the article/s within the stipulated period, a penalty equivalent to **1 % per week** or part thereof on the total cost of the work / supply will be recovered from the contractor's bill without any reference to the contractor. The amount of the penalty will be, however, subject to the **maximum of 10%** of the total contract value.
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, cancelled 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 s will be rejected, and the deposit forfeited. Any contract entered into such conditions will also be cancelled 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 s 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 severally such s 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 (25 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. In case the deposit paid by transfer of G.P. notes the endorsement in favour of the Corporation should be "Pay to the Municipal Commissioner of Greater Mumbai or Order" and should bear the "Examined" stamp of the public debit office, Reserve Bank of India. In the case Mumbai Municipal debentures the transfer endorsement should bear the "Examined" stamp of the State Bank of India.
32. 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 within 10 days from the beginning of such delay notify the purchaser in writing of the case of delay. The purchaser shall verify the facts and grant such extensions as facts justify.
33. The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this deposit will be refunded only after successful completion of work / supply of articles.
34. 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.
35. 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.

36. **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.
37. Contractors attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986.
38. It is therefore, directed that the provision therein shall be strictly followed by the contractor.
39. 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.
40. Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary with red seal and registration number.
41. The **Lowest successful quotationer** shall submit **an undertaking cum indemnity bond on stamp paper of Rs.200/-**
42. The **Lowest successful quotationer** shall submit an **'Irrevocable Undertaking'** on **Rs.500/-** stamp paper, duly notarized as per Annexure A1 in prescribed format.
43. **If contract Sum exceeds above Rs. 50,001/- and up to Rs.1,00,00,000/-.** The **Successful quotationer shall pay the Legal Charges & Stationary charges amounting to 0.10% of contract cost or minimum Rs.1,000 /- plus 18% GST, as per Circular no. 26206 dated 31.08.2023 or as amended after issue of letter of acceptance.**
44. 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 30 days from the date of receipt of letter of acceptance. Failing which the penalty of Rs.500/- 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 cash / DD shall be paid within thirty days from the date of issue of letter of acceptance.
46. Contract Deposit will be refunded after completion of Maintenance Guarantee period.

47. Additional Security Deposit shall be applicable for percentage base quotation as under:

Rebate quoted by contractor	ASD Applicable
Up to 12% Rebate	No ASD
Rebate above 12% on estimated cost	At 2.00% of Estimated cost for each % rebate & part thereof, in D.D. only

The quotationer shall submit the ASD as applicable in the form of Demand Draft, which is to be submitted during office hours minimum one day before opening of packet 'B' (Price packet) to respective Head clerk (Account) of the Engineer in-charge of the AE Division in sealed envelope. If ASD, is not applicable then the quotationer shall submit sealed envelope mentioning on their letter head 'ASD is not applicable'.

If the quotationers fails to submit the sealed envelope as mentioned above at least one day before opening of packet 'B'(Price packet) within office hours then the EMD of the respective bidders will be forfeited.

**Sd/-
AEWW(M)WS/North-I**

Post Qualifying Criteria :-

The quotationer should specifically note the following post qualifying criteria towards their technical eligibility is mandatory.

a. **Financial:** The average annual turnover of the quotationer shall be **Rs.78,000/-** during the last three financial year i.e. 2020-21, 2021-22 & 2022-23 from the due date of the quotation.

b. **Technical :**

1) The quotationers who are dealing with such type supply/work should have executed minimum one single job i.e. supply of Material Handling Equipments to BMC / Semi Govt. / Govt. Organizations. The copy of the work order shall be attached with quotation documents

a) Value of single job carried out at (2) above shall not be less than **Rs.1,30,000/-**

b) Value of two jobs carried out at (2) above shall not be less than **Rs.91,000/- each.**

c) Value of three jobs carried out at (2) above shall not be less than **Rs.78,000/- each.**

**Sd/-
S.E. (Maint.)**

**Sd/-
AEWW(M)WS/North**

2)

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineer's Department

Sub: Supply of various material handling equipment's for repair/maintenance works of control valves and water mains in water supply network of 'P' and 'R' wards

Bill of Quantity

(FOR INFORMATION PURPOSE ONLY, ACTUAL RATES SHALL BE FILLED ONLINE)

Sr. No.	Description	Quantity		Rate in Rs.	Per	Amount in Rs.
	Supply of various material handling equipment's for repair/maintenance works of control valves and water mains					
1	Hydraulic Hand Pallet Truck	01	Nos.		Nos.	
2	Platform Trolley	01	Nos.		Nos.	
3	Drum Trolley	01	Nos.		Nos.	
4	Single Wheel Barrow	03	Nos.		Nos.	

Note: Quotationer shall quote rates excluding of GST as per the quotation clause Sr. No. 12

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 **Name of the Bank** : _____
- A Branch** : _____
- B Address** : _____

- C Bank Account No** : _____
- 12 **Whether registered under G.S.T. Act, 2017** : Yes / No.

13 **Registration must be** : Registration No : _____
Effective on date of

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

15 **The certification of PAN** : Can be done by any of the following authorities:
document and 1. Practicing Notary appointed by Govt. of
Photographs 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

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

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**

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Sub : Supply of various material handling equipment's for repair/maintenance works of control valves and water mains in water supply network of 'P' and 'R' wards

Technical Specifications

1. Hydraulic Hand Pallet Truck:

- 1.1 Minimum Load carrying capacity of pallet truck should be 2500Kg i.e. 2.5 Ton.
- 1.2 The Handle type should be of manual type with 3 position control lever to Raise, Lower and Neutral Position.
- 1.3 Minimum Height from ground should be 85MM to the maximum height of 200MM.
- 1.4 Pallet truck should have 2 Wheels for Steering purpose, and 4 Wheels for load carrying made of NYLON.
- 1.5 The wheels of Pallet truck must withstand load up to 2.5 TON.
- 1.6 It should come with Foot Operated release lever to lower the Weight.
- 1.7 It shall come with powder coating for corrosion resistance.

2. Platform Trolley :

- 2.1 Minimum Load carrying capacity of Platform Trolley should be 500Kg i.e. 0.5 Ton
- 2.2 Size of the Trolley should 1200MMx900MMx900MM.
- 2.3 Full body of platform trolley should be made with heavy duty S.S. Material.
- 2.4 It should come with 4 Wheels, 2 Wheels for maneuverability and 2 fixed wheels.
- 2.5 The wheels of platform trolley should be made from material such that it should withstand the weight minimum upto 500Kg.

3. Drum Trolley :

- 3.1 Minimum Load carrying capacity of Drum Trolley should be 350Kg i.e. 0.35 Ton.
- 3.2 It should come with 2 Heavy duty rubber Wheels for maneuverability and 1 castor wheel.
- 3.3 It shall come with powder coating for corrosion resistance.

4. Single Wheel Barrow :

- 4.1 Minimum Load carrying capacity of Single Wheel Barrow should be 100-150Kg.
- 4.2 It should be made from heavy duty material and having powder coating.
- 4.3 It shall come with single rubber wheel having min. size of 300mm for easy maneuverability.

Sd/-

S.E.(Maintenance)

Sd/-

A.E.W.W.(M)W.S./North

CONTRACT AGREEMENT FORM

Quotation :.....dated.....

Dy.HE.(Maint.) / H.E.'s sanction No..... Contract

for **Supply of various material handling equipment's for repair/maintenance works of control valves and water mains in water supply network of 'P' and 'R' wards.** This

agreement made this day of.....Two

Thousand..... between inhabitants of.....,

carrying on business at

.....

..... in Mumbai, under the style and name of

Messers (Hereinafter called " the contractor

of the one part and **Shri** the **D.M.C.(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 D.M.C (S.E) of the second part and the Brihanmumbai Municipal

Corporation (hereinafter call "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 follow:-

1) In this agreement words and expressions shall have the same meanings as per 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 letter of Acceptance

b) The Bid

c) Addendum to Bid;if any

d) Tender Document

e) The Bill of Quantities:

f) The Specification:

g) Detailed Engineering Drawing

h) Standard General Condition of Contracts (GCC)

i) All correspondence documents between bidder and MCGM

3) In Consideration of the payments to be made by the Commissioner to the contractor 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 here unto set their respective hands and seals) the day and year above written.

Signed, sealed and delivered by the contractor

.....
.....
.....

In the presence of the style of
Full Name.....
Address.....
.....
.....

Trading under the name
M/s.....

Signed by D.M.C. (S.E.)

Dy. Municipal Commissioner (S.E.)

The Common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on theof 20..... in the presence of two members of Standing Committee

1).....

1).....

2).....

2).....

and in the presence of the Municipal Secretary:

Municipal Secretary

E.E.(M)M.W.

Dy. H.E.(Maint)

H.E.

Note: The successful bidder will have to pay for preparing contract documents, legal charges, stamp duty and stationary charges as mentioned in section 6.

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 despoite 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 its 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 at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by Me.

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,

**Quotationer's Signature
& Office Stamp.**

Quotationer's full address & Tel. No.