

[1] ANNEXURE – A ::: IRREVOCABLE UNDERTAKING

(TO BE GIVEN BY QUOTATIONER WITH STAMPDUTY OF RS.500/-)

1. Shri./Smt/_____ aged _____ yrs., Indian habitant,
Proprietor / Partner / Director of M/s._____
_____ resident at _____
_____ do
hereby give irrevocable undertaking as under ;

A) 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 onto MCGM by way of commensurate reduction in prices.

B) I further say & undertake that I understand that in case the same is not passed on & is discovered at any later stage, MCGM 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 Council. .

C) 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.

D) If I fail to compliance with the provisions of GST Act, I shall be liable for penalty / punishment or both, as per the provisions of GST Act.

Whatever has been stated herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at DEPONANT

This day of BEFORE ME

Interpreted Explained and Identified by me.

[2] GENERAL UNDERTAKING

(TO BE GIVEN BY BIDDER WITH STAMPDUTY OF RS.200/-)

NO. _____ DATE:-

To,
The Municipal Commissioner,
M.C.G.M. Mumbai.

Subject :- Bid u/no. _____ for the work of _____
_____ **at LTMG Hospital**

Dear Sir,

“ I/We _____ (Full name in capital letter, starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company, named herein below, do hereby undertake that I/We are registered vendor of Municipal Corporation of Greater Mumbai (i.e. MCGM) having registration/vendor no. _____ and that I/We have offered the best prices for the above mentioned subject / work as per the present market rate and that I/We have not offered less price/s, for the above mentioned subject supply /work, than this/these to any other outside agencies including Govt. / Semi Govt. agencies and within the MCGM also. Further, I/We have filled accompanying tender/offer with full knowledge of the above liabilities and therefore I/We will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting or both, for giving any information which is found to be incorrect and against instruction and direction given in this behalf in this tender/offer. I / We further agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Undertaking and I/We will, without fail, communicate or inform MCGM, if my/our firm comes under such or any other penal action/s.

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

I / We also agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience cause to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever, I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.

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

Yours faithfully,

_____ (Signature of Competent Authority)

Mr. _____ (Name of Competent Authority)

M/s _____ (Name of Tenderer)

Tenderers / Quotationers Tenderer’s Seal / Office Stamp Full address & Telephone No., Signature & Office Stamp

Vendor Regd. No., if any...

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[3] Annexure 'A' for G.S.TAX

(Duly filled data in following format, to be submitted in Folder “C” as mentioned in Clause 4.2 of 'Quotation Terms')

G.S.T. and other state levies /cess which are not subsumed under GST will be applicable. The tenderer shall quote rate/s inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the Tenderers falls under **Reverse Charge Mechanism**, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc, except that payment / recovery for overall market situation shall be made as per price Variation.

ANNEXURE

(to be submitted on Stamp paper / Franking of Rs.500/- for successful quotationer)

**MUNICIPAL CORPORATION OF GREATER MUMBAI
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL**

CONTRACT AGREEMENT FORM

Tender/Quotation _____ Dated _____ Director (M.E.&M.H.) sanction
/Addl. Municipal Commissioner (WS) _____ / PO
NO _____ dt _____, Contract for the work of supply _____ of
_____ is agreement made
this day of _____ between inhabitants of
_____ carrying on business at

_____ under the style and name of messers. _____ (hereinafter called "the Contractor") of the one part and Shri. _____ The Hon. Municipal Commissioner (Hereinafter called "The Commissioner" in which expressions are included, unless the inclusion is inconsistency with the context or meaning thereof his successor or successors for the time being holding the office of the Commissioner of second part and the Municipal Corporation of Brihanmumbai (hereinafter called "the Corporation") of the third part WHEREAS the contractor has tendered for the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation) NOW THIS AGREEMENT WITNESS as follows :-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for Works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read construed as part of this agreement viz.
 - a) The said Tender and letter of acceptance
 - b) The specifications
 - c) The Conditions of Contract
 - d) The appendices
 - e) The schedule of prices
 - f) The Performance Security
 - g) Instructions to tenderers

- 3) In consideration of the payment to be made by the Commissioner to hereby convent with the commissioner to carry out the work_____in conformly in all respects with the provisions the contract.
- 4) The Commissioner hereby convent to pay to the Contractor in considereation carrying out the work of _____, the contract price ar times in the manner prescribed by the contract.

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

Signed and delivered by the contractor_____

_____ in the presence of & style of

Full name_____

Address_____

in the presence of

The common seal of the Municipal Corporation of Brihan Mumbai was hereunto affixed to the _____

_____20__

in the presence of

two members of the standing committee of the corporation.

_____ and in the presence of the Municipal Secretary

Trading under the name
Contractors.

DEAN
L.T.M.G.HOSPITAL

1. _____

2. _____

Municipal Secretary