

**BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**Draft Quotation**



**Name of Work** : “Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-IIIA Pumping Station, Panjrapur.”

**Quotation ID** : 2026\_MCGM\_1306069\_1

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

**Office of the:** Executive Engineer (M&E)/ M-IIIA Panjrapur ,  
Administrative Building, 2<sup>nd</sup> Floor,  
Water Treatment Plant, Panjrapur,  
Post : Vadpa, Taluka :Bhiwandi, District :Thane,  
Pin Code No.421302, Phone No. 02522 309004  
Email :- [eemne3apjppc.he@mcgm.gov.in](mailto:eemne3apjppc.he@mcgm.gov.in)

Prepared by	Checked by	Verified by	Approved By
Sd/- SE (P/S)M-IIIA Panj	Sd/- AE (P/S)M-IIIA Panj	Sd/- EE (M&E) M-IIIA PP	Sd/- Dy.HE(M&E) M-IIIA PP

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**No. Dy.H.E.(M&E) / 868 /PP, Dated: 25.05.2026**

**E-QUOTATION NOTICE**

**Subject:** Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-IIIA Pumping Station, Panjrapur.

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.

**Bidding Process will comprise of TWO stages.**

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

- i. To download the application form, for those applicants not having vendor registration, need to apply first for 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, Safescrypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

<b>Name and location of work</b>	<b>Contract period</b>	<b>Estimated Cost of Project</b>
Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-IIIA Pumping Station, Panjrapur.	03 Months	Not Applicable being item rate quotation

While submitting duly filled quotation document on mahatender, quotationers needs to pay total EMD amounting to **Rs.3,000/- (Rupees Three Thousand Only.)** 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 Bid Security/EMD

shall be retained. The quotationers will have to provide Earnest Money Deposit through the payment gateways of GoM on URL <https://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'. Any bid not accompanied by an acceptable BID security shall be rejected and quotationers shall be treated as NON RESPONSIVE. 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 / 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, MIIIA, Pise Panjrapur Complex. The Packet B shall be opened if documents submitted in Packet A satisfies/includes all the requirements and same are found acceptable by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the quotation(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 the BMC Portal. (<http://portal.mcgm.gov.in>) as well as [mahatenders.gov.in](https://mahatenders.gov.in). The Applicants interested for the above referred works may contact the Dy.Hydraulic Engineer (M&E) M-3 A, Pise Panjrapur at the following address on any working day during office hours.

Office of:	Executive Engineer (M&E) M-3A, Pise Panjrapur Administrative Building, 2 <sup>nd</sup> Floor, Water Treatment Plant, Panjrapur, Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309004 Email :- <a href="mailto:eemne3apjppc.he@mcgm.gov.in">eemne3apjppc.he@mcgm.gov.in</a>
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The applicants may wish to visit the site under reference located at **Panjrapur Water Treatment Plant, Post: Vadpa, Taluka: Bhiwandi, District: Thane. PIN -421302** and can collect the information of the present status from the department who has invited the bids. The 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-Tendering website <https://mahatenders.gov.in>.

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

**SPECIAL NOTE** : Quotationers are requested to go through the e- tender guidelines on nic portal (<https://mahatenders.gov.in>). For registration, enrollment for digital signature certificate & user manual, please refer to respective links provided in e-tendering 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)**  
**M-3 A, Pise Panjrapur**

### **HEADER DATA**

Quotation Document No.	2026_MCGM_1306069_1
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-IIIA Pumping Station, Panjrapur.
Tender / Quotation Fee	Rs. 400/- (+18 % GST) (As per note below)
Quotation Security Deposit/ EMD	Rs. 3,000/- (E.M.D. Pay online)
Date of issue and sale of quotation	<u>04/06/2026</u> from 11:00 Hrs
Last date & time for sale of quotation	<u>12/06/2026</u> upto 16:00 Hrs
Submission of Packet A & Packet B (Online) & (Receipt of EMD)	<u>12/06/2026</u> upto 16:00 Hrs
Opening of Packet A (Fee/ Pre-Qua Cover)	<u>15/06/2026</u> after 16:00 Hrs
Opening of Packet B (Finance cover)	<u>22/06/2026</u> after 15.00 Hrs
Address for communication	Executive Engineer (M&E) M-3A, P.P. Administrative Building, 2 <sup>nd</sup> Floor, Water Treatment Plant, Panjrapur, Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 <b>Email :- <a href="mailto:eemne3apjppc.he@mcgm.gov.in">eemne3apjppc.he@mcgm.gov.in</a></b>
Venue for opening of Quotation	On line in <b>Dy.H.E. (M&amp;E)M-IIIA's</b> office.
<b>Note</b> :As per Circular no. CA/FRG/17 dtd. 17.03.2025, all the quotationers shall have to pay the Tender/Quotation fee with GST from the tenderer through online payment gateway before downloading the tender document.	

**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)**  
**M-3 A, Pise Panjrapur**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**E-quotations are invited for the Sub - "Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-III A Pumping Station, Panjrapur.". as per attached terms and conditions, specifications & schedule of quantity etc.**

1. The forms of quotation documents are available on the e-Tendering website <https://mahatenders.gov.in>. The proposed quotationers shall have to download quotation form, from the website mentioned above. The quotationer has to fill in online format and upload information regarding quotation online. Also, he has to download the quotation application form website, fill it and upload the scanned copy of duly filled form, along with required documents.

2. For purchasing the quotation documents, the quotationers shall have to get registered with **e- tender portal (<https://mahatenders.gov.in>)** for the e-tendering process and obtain login credentials to participate in the online e-quotation process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>. The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price in packet 'B'.

3. The quotationers interested for the above referred works may contact the Executive Engineer (M&E) Pise Panjrapur at the following address on any working day during office hours.

**Office of:** Executive Engineer (M&E) M3A PP  
Administrative Building, 2<sup>nd</sup> Floor,  
Water Treatment Plant, Panjrapur,  
Post : Vadpa, Taluka : Bhiwandi, District : Thane,  
Pin Code No.421302 Phone No. 02522 309001  
Email :- [eemne3apjppc.he@mcgm.gov.in](mailto:eemne3apjppc.he@mcgm.gov.in)

4. Bidder should note that the Tender Fee of Rs.400/- (18% GST Extra) (As per Circular No. CA/FRG/17/dt.17.03.2025) through payment gateways of GoM on URL <https://mahatenders.gov.in>.

5. A tenderer shall pay the entire amount of **EMD i.e. Rs.3000/-** through payment gateways of GoM on URL <https://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'. Any bid not accompanied by an acceptable BID security shall be rejected and tenderer shall be treated as NON RESPONSIVE. The tender is available on tendering website <https://mahatenders.gov.in>. as mentioned in the

Header Data of the tender. EMD is refundable in accordance to the relevant clause of quotation document, except in the case of the selected quotationer who's Bid Security/ EMD shall be retained.

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

**7. Post-Qualifying Criteria (Eligibility):**

**7.1 Technical Capacity (For Routine Work)**

The Bidder(s) shall be having satisfactorily executed the work of similar nature in BMC / Govt / semi-Govt. organization or Public Sector Company or any Municipal Corporation during last SEVEN (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work.). The Bidder(s) shall submit the Authorization Certificate as per attached format in this quotation, fails to submit Authorization Certificate as per given format shall be out-rightly rejected.

**7.2 Financial Capacity**

Achieved an average annual financial turnover during the last 3 years should be at least **Rs.89,500/-** as certified by 'Chartered Accountant' immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

**7.3 Similar Experience:**

For assessing the technical capacity of similar nature of works means The Bidder shall have satisfactorily executed the **any kind of M&E / Civil Works** in BMC / Govt / semi-Govt. organization or Public Sector Company or any Municipal Corporation. Past performance certificates, including the work order number and date, cost of the work, contract period, etc. shall be annexed by the quotationer while submitting the offer.

Documentary evidence shall be uploaded along with the e-quotation failing which the e-quotation shall be treated as non-responsive.

The bidder shall upload all the pages of the documents and every relevant information / certificates / literature etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled in completely otherwise they shall be out-rightly rejected.

**8. The mandatory documents are as under.**

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

- a) The printed undertaking in draft quotation addressed to the Municipal Commissioner. **(Undertaking-I)**
- b) The specifications / data sheet
- c) Information form **(Undertaking-II)** (Name and the address of all the partners shall be given in the space provided thereof).
- d) The copy of the **Pan card along with the photograph** shall be provided.
- e) A document in support of **Registration under GST Act 2017**.
- f) Partnership Deed / Registered power of attorney and any other documents.
- g) Scan Copy of 100% online EMD receipt.
- h) ASD if applicable.
- i) Adequate submission of documents as per **technical & financial criteria** as per PQC.
- j) The undertaking on Rs.200/- stamp paper proforma for **Best price** duly notarized.
- k) Undertaking cum **Indemnity Bond** (on Rs.500/- stamp paper).
- l) **EPF & MP Act** and **ESIC Act** on Rs.200/- stamp paper each.
- m) Irrevocable Undertaking (on Rs.500/- Stamp Paper notarized)
- n) Information on Litigation History in which the quotationer is involved

- **Curable Defect shall mean shortfalls in submission such as:**

**A) Non-submission of following documents,**

- **Goods & Service Tax Registration Certificate (GST)**
  - **Certified Copies of PAN documents and photographs of individuals, owners, etc**
  - **Partnership Deed and any other documents**
  - **Undertakings as mentioned in the quotation document.**
- **Non-curable Defect shall mean**
    - i. **In-adequate submission of EMD / ASD amount,**
    - ii. **In-adequacy of submission of documentary evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.**

**Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not complied by a quotationer within given time period, the quotationer shall be treated as ‘NON-RESPONSIVE’ and 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 the registration cell with due approval of the concerned AMC.**

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

**9. Packet "B" (Financial cover / Price Bid)**

Bidder shall submit the price bid in packet "B" by filling the values in the downloaded BOQ file and upload the same.

I. Note: In case of rebate / premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy. Ch.Eng.

II. Rate analysis in prescribed format shall be submitted online to the engineer in-charge within 3 working days from the date of communication on email, failing which EMD will be forfeited, and the bid will be rejected, and next successful responsive bidder will be considered. Thereafter, negotiation will be done with the said successive / responsive bidder with respect to his quoted rate.

1 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.

2 On opening of quotation, if it is found that quotationer has not submitted the required curable documents, then the quotationer shall be intimated through e-mail only and compliance required to be made within stipulated time period of **three working days** otherwise their offer shall be out-rightly rejected.

3 In case of **Equal Rates** quote by lowest bidders, the allotment of work shall be done by giving **48 hrs (2 working days)** from the day of opening of packet B on same BID-Document number for re-quoting and such development needs to done by IT department in BMC's SRM system. Till such development is made; '**Sealed Bids**' shall be called from the bidders quoting the same rates i.e. L1.

4 **Taxes:** The quotationer shall quote the rates inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax credit of GST as available with the quotationer will not be claim separately by BMC. However, while quoting the rates benefit of input Tax credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price.

5 **Period of delivery / work completion** shall be **03 Month** (~~Including/Excluding Monsoon~~) from the date of receipt of work order.

6 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 samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 days** shall be rejected out rightly.

7 The quotationer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be forfeited.

8 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.

9 **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" form 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.

10 **Terms of Payment:** As per Municipal procedure, the payment for work done shall be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of article/s the payments shall be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s including its installation, if any.

11 Intending quotationers are informed that the payment of bills and other claims arising out of the contract shall be made in the name of the bank by ECS only. The quotationer, therefore, shall have to upload the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the quotation documents. They shall also have to submit fresh information when there is any change in this regard.

12 **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.

13 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.

14 **Penalty:** 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:

- a) Completion period for projects (originally stipulated or as extended) not exceeding 6 months: **to the extent of maximum 1 percent per week.**
- b) 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.**
- c) 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. Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

- a) Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**
- b) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**
- c) Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

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.

15 All quotationers must state the **names and addresses of all the partners** in the space provided for, in the papers. Any quotationer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, canceled at any time during its currency.

16 If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have quoted separately under different names for the same contract without disclosing connection, the same will be rejected, and the deposit will be forfeited. Any contract entered into such conditions will also be canceled at any stage and time during its currency.

17 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.

18 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.

19 If it is found that closely related persons as described above have submitted separate quotation under different names of firms / establishment but with common address for such

establishments / firms and or if such establishment / firms though they have different addresses are managed by or governed by the same person / persons jointly or separately such quotationers shall be liable for action as in above clause, including similar action against the firms / establishments concerned.

20 If after award of contract, it is found that the accepted violated any of the clauses **(01 to 20)** 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.

21 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.

22 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.

23 The contractor shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force measure such as acts of God, acts of the public enemy, acts of Government firms, floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall inform within 10 days from the beginning of such delay, notify the purchaser in writing of the case of delay. The purchaser will verify the facts and grant such extensions as facts justify.

24 The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this EMD deposit will be refunded after payment of security deposit and submission of documents required for execution of contract.

25 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.

26 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.

27 **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.

28 Contractors' attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986 (if applicable). It is, therefore, directed that the provision therein shall be strictly followed by the contractor.

29 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.

30 Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary and registration number.

31 \The **quotationer** shall submit an **'undertaking cum indemnity bond' on stamp paper of Rs.500/-**

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

33 The quotationer shall submit the registration certificate as per ESIC 1948 Act for the firms having the followings: (i) The firms having production with the help of energy & having the employees more than 10. (ii) The firms having production without energy & having the employees more than 20. If the quotationer is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 200/- stamp paper.

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

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

Sr. No.	Contract Value	Legal & Stationery Charges in Rs.
a.	Up to Rs.50,000/-	Nil
b.	Rs.50,001/- to Rs.1,00,00,000/-	0.10% of contract value (Rounded in multiples of Rs.100/-) + 18% GST (Minimum Rs.1,000/- + GST & Maximum Rs.10,000/- + GST)

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

37 The successful quotationer, here after referred to as the contractor shall pay an amount equal to Two (2) percent of the contract sum in form of Demand Draft shall be paid within fifteen days from the date of issue of letter of acceptance. Contract Deposit will be refunded after completion of Maintenance Guarantee period.

a) ~~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 quotationers will be forfeited. (NOT APPLICABLE)

#### 46. ~~Insurance~~

- a. ~~The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
 
  - i. ~~Loss of or damage to the Works, Plant and Materials;~~
  - ii. ~~Loss of or damage to Equipment;~~
  - iii. ~~Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and~~
  - iv. ~~Personal injury or death.~~~~
- ~~b. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.~~
- ~~c. Alterations to the terms of insurance shall not be made without the approval of the Engineer.~~
- ~~d. Both parties shall comply with any conditions of the insurance policies.~~
- ~~e. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.~~

**Sd/-**  
**Executive Engineer (M&E)**  
**M-3 A, Pise Panjrapur**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**Sub:** Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-III A Pumping Station, Panjrapur.

**Scope of Work:**

1. Quotationer shall visit the site to ascertain the scope of work before quoting.
2. The M IIIA Pumping Station, M IIIA Sub Station with Switchyard, M IIIA Civil Maintenance Chowki, Information Center, Surge Vessel with Flowmeter Cabin, Sump with Valve Chamber, Store Room and DG Room with Cable Gallery, Security Chowki etc. shall be incorporated in the modified factory plan.
3. Successful quotationer shall have to carry out the work of measurement to the scale of all the premises included in M-III A Pumping Station, Panjrapur. Also mention all the installation in the modified factory plan.
4. Successful quotationer shall have to give detail plan of M-III A Pumping Station, Panjrapur alongwith drawing with printed copy and preparation of documents by technically skilled person.
5. The successful quotationer shall submit the modified factory plan as per the above installation for the approval of BMC engineers. After getting approval of the same, the quotationer shall process for the approval of modified factory plan from the office of Director Industrial Safety And Health.
6. Successful quotationer shall have to submit the factory plan online and obtain the approval for the same from Director Industrial Safety And Health.
7. After final approval of Director Industrial Safety And Health, the successful quotationer shall submit 03 sets of approved modified factory plan to this office.
8. The payment of above mentioned subject work will be made after obtaining approval of modified factory plan from Director Industrial Safety And Health & submission of the same to this office in 3 sets.
9. Successful quotationer shall arrange all required material, tools & tackles for said work at his own cost.
10. Successful quotationer shall have to complete the subject work in the stipulated time period mentioned in the quotation, failing which a penalty will be levied as per the terms & conditions.
11. Notwithstanding the fact that the factory plan approval is obtained within the stipulated period of three (03) months or earlier, if at any stage any revision, modification, correction or update is required in the approved plan, the Successful quotationer shall be solely responsible and bound to carry out such revisions and submit

the revised / updated plan to the competent authority, at no extra cost to the Corporation.

The time period for submission and approval of such revised *updated plan shall be deemed to be extended by a further period of three (03) months.*

*Accordingly, even if the work is completed in all respects, payment shall be restricted to 90% of the total purchase order / contract value.* The balance 10% amount shall be retained by corporation as deposit against any changes which may be instructed by the factory inspector or any modifications from BMC, after submission of the factory plan. This 10% amount will be released after additional three (03) months period after satisfactory completion of contract period. It is to note here here that the above amount will be released subject to submission of updated approval plan to the satisfaction of Engineer-in-charge.

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
(Hydraulic Engineer's Department)

**Sub:** Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-III A Pumping Station, Panjrapur.

**BILL OF QUANTITIES & RATES**

<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Rate in Rs.</b>	<b>Amount in Rs.</b>
1	Providing services of measurement, drawing, printing and preparation of documents for modified drawing and approval of Factory Plan of M-III A Pumping Station, Panjrapur..	05 Set		
	Total Excluding GST			
(In words _____ ) on above estimated amount				
<b><u>NOTE:- This is Item Rate base quotation. Bidder has to quote rates online</u></b>				
Tenderer's Full address & Tel No.		Tenderer's signature & Office Stamp		

## Undertaking - II

### Information to be filled in by the quotationer

- 1 **Quotation 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** :
- Partnership deed and copy of registration certificate enclosed?** : Yes / No
- 7 **If it is a Company?** : Yes / No
- 8 **If so, documentary proof to show that the company is registered is enclosed ?** : Yes / No
- 9 **E-mail id** :
- 10 **Vendor Code No** :
- 11 **Whether registered under G.S.T. Act, 2017** : Yes / No.
- 12 **Registration must be Effective on date of** : Registration No :
- 13 **Certificate in support of above if registered is enclosed?** : Yes / No
- 14 **The certification of PAN document and Photographs** : Can be done by any of the following authorities:  
  1. Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his stamp but without red seal)
  2. Gazetteer Officer
  3. Any officer of the rank Asstt. Engineer / Administrative Officer and above of BMC

15 **Certificates / documents in support : Yes / No  
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**

## AGREEMENT FORM

Tender / Quotation dated ..... 20...

DMC (SE)/ AMC (P) / MC's sanction / Standing 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 Dy. Municipal Commissioner (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 Dy. Municipal Commissioner of the second part and the Municipal Corporation of Greater Mumbai (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 of the Corporation) NOW THIS THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
  - a) The 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 Drawings
  - h) Standard General Conditions 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 as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the work in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby convenient to pay to the Contractor in consideration of 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

Trading under the name and style of

-----  
 -----

Address	Full Name	Contractors
---------	-----------	-------------

Signed by the Dy. Municipal Commissioner

-----  
 -----

in the presence of

Dy. Municipal Commissioner

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

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

And in the presence of the Municipal Secretary Municipal Secretary

**Note:-The successful bidder will have to pay stamp duty, legal & stationary charges as mentioned above**

**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 despte and black-listing may be taken against me/us.

**Quotationer’s full Signature with full name & address with rubber stamp**

(On Rs. 500/- Stamp Paper)

## **DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby 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 carry out 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

**Annexure – A1**

**Irrevocable Undertaking**

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

I Shri./Smt. .... aged..... years Indian Inhabitant. Proprietor/Partner/Director of M/s. .... resident at ..... do hereby give Irrevocable undertaking as under :

- 1) I Say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/Company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, Administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

**Solemnly affirmed**

**DEPONANT**

**This day of**

**BEFORE ME**

Interpreted Explained and Identified by Me.

**Information on Litigation History in which the Quotationer is involved**

(To be submitted with Technical Packet-A)

<b>Other Party(ies)</b>	<b>Employer</b>	<b>Cause of Dispute</b>	<b>Amount Involved</b>	<b>Remark showing present status</b>

**QUOTATIONER'S FULL SIGNATURE WITH  
FULL NAME AND RUBBER STAMP**

**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.