

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Quotation Document



Name of Work : Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division

Quotation ID : 2024_MCGM_1053096

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

<http://mahatenders.gov.in>

Office of : Dy. Hydraulic Engineer (Operation)
BMC Water Works Yard, Kapurbawdi,
P.O.Sandoz Baug, Kapurbawdi,
Thane (W) - 400607.
Tel.No.022-25431905 / 022-25421094
E-mail : dyheoperations.he@mcgm.gov.in
ee01operations.he@mcgm.gov.in

Prepared by

Checked by

Verified by

Approved By

Sd/-

Sd/-

Sd/-

Sd/-

**S.E. (Trans
Mains)**

**A.E.(Trans
Mains)**

**Executive Engineer
(Operations)**

Dy. H.E. (Operations)

BRIHANMUMBAI MUNICIPAL CORPORATION

No. H.E./7951/IS , Dated: 15.03.2024

E-QUOTATION NOTICE

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites online e-quotation on item rate basis to appoint Contractor for the "Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division" from contractors of reputed, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors who are **Manufacturers of Nut Bolts or Any type of Hardware Material or Mechanical spares their authorized dealers or firms dealing in the line having eligibility / qualification criteria mentioned in the e-quotation document** will be allowed.

Bidding Process will comprise of TWO stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

1. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter, Mumbai. **(Note- Online vendor registration is available on BMC's portal <http://portal.mcgm.gov.in>)**
2. Followed by Mahatenders login ID and password to be obtained from Mahatender portal <https://mahatenders.gov.in>
3. For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, USTOMS, MTNL, GNFC and e- Mudhra,CA.

Name and location of work	Contract period
Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division	30 days

While submitting duly filled quotation document on mahatender, bidders needs to pay total EMD amounting to Rs.2000 online through payment gateways of GoM on URL <https://mahatenders.gov.in>. The Bidder shall upload the scan copy of online paid EMD along with the bid submission in packet A. Any bid not accompanied by an acceptable bid security/EMD shall be rejected by the employer as a non-responsive. EMD is refundable in accordance to the relevant clause of quotation document. 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 bidder 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 bidders if they so wish can be present at the time of opening of quotations, in the office of Dy. Hydraulic Engineer (Operations). The Packet B shall be opened if quotations submission in Packet A satisfies /includes all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-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.

For query if any, the Applicants interested for the above referred Work/Supply may contact the Executive Engineer (Operations) at the following address on any working day during office hours.

Office of:	Office of the Ex. Engineer (Operations), Kapurbawdi Water Works Yard, P.O.Sandoz Baug, Thane - 400 607. Ph. 022-25421094, 25431905
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The applicants may wish to visit the site under reference located at Kapurbawdi, Dist: Thane and can collect the information of the present status from the department who have invited the quotations.

Bidders 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

SPECIAL NOTE : bidders are requested to go through the e- tender guidelines on nic portal (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in 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 (Operation)

HEADER DATA

Quotation Document No.	2024_MCGM_1053096
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division
Scrutiny Fee	Rs.330.00/- (+18% GST)(As per note below)
Quotation Security Deposit/ EMD	Bidders shall pay total EMD amounting to Rs.2000 online through payment gateways of GoM on URL https://mahatenders.gov.in . The Bidder shall upload the scan copy of online paid EMD along with the bid submission in packet A.
Date of issue and sale of quotation	16.07.2024 from 13:00 Hrs
Last date & time for sale of quotation	26.07.2024 upto 12:00 Hrs
Submission of Packet A & Packet B (Online)	26.07.2024 upto 12:00 Hrs
Opening of Packet A (Technical/Commercial)	01.08.2024 after 16:10 Hrs
Opening of Packet B (Financial cover/Price Bid)	12.08.2024 after 15.00 Hrs
Address for communication	Office of the Ex. Engineer (Operations), Kapurbawdi Water Works Yard, P.O.Sandoz Baug, Thane - 400 607. Ph. 022-25421094, 25431905
Venue for opening of Quotation	Online in Dy.H.E. (Operations) 's office.
Note : As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the bidders shall have to pay the scrutiny fee with GST. It is to be paid at CFC center after opening of Packet A and before opening of Packet B, by obtaining challan from respective section.	

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 (Operations)

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Quotation Document

E-quotations are invited for the Sub - "Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division." 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 prospective bidders shall have to download quotation form, from the website mentioned above. The bidders has to fill in online format and upload information regarding quotation 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 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 bidder shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price online in packet 'B'.
3. For query if any, interested bidders for the above referred works/supply may contact the Executive Engineer (Operations) at the following address on any working day during office hours.

Office of: Office of the Ex. Engineer (Operations),
Kapurawadi Water Works Yard,
P.O.Sandoz Baug,
Thane - 400 607.
Ph. 022-25421094, 25431905

The bidders has to pay Scrutiny Fee of Rs.330/- plus GST (9 % CGST+ 9 % SGST) (As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the bidders shall have to pay the scrutiny fee with GST. It is to be paid at CFC center after opening of Packet A and before opening of Packet B, by obtaining challan from respective section.)

4. Bidders shall pay total EMD amounting to Rs.2000 online through payment gateways of GoM on URL <https://mahatenders.gov.in>. The Bidder shall upload the scan copy of online paid EMD along with the bid submission in packet A.
5. Any bid not accompanied by an acceptable bid security/EMD shall be rejected by the employer as a non-responsive.
6. Except successful bidder, all others unsuccessful bidders, 100% EMD paid online will be refunded automatically.
7. The bid Security of Successful bidder shall be discharged when the bidder has signed the agreement and/or furnish the required security deposits.

8. Post-Qualifying Criteria (Eligibility):

8.1. Technical Capacity (For Routine Work)

The Bidder(s) shall be Manufacturers of Nut-Bolts or their authorized dealers or firms dealing in the line having satisfactorily executed the work of similar nature i.e., supply of Nut-Bolts in BMC /Semi Govt. /Govt. & Public Sector Organizations during last five (5) 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.

8.2 Financial Capacity

Achieved an average annual financial turnover during the last 3 years should be at least Rs.30,000/- as certified by 'Chartered 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.

8.3 Similar Experience:

For assessing the technical capacity of similar nature of works means The Bidder shall have satisfactorily executed the supply of Nut Bolts or Any type of Hardware Material or Mechanical spares to BMC/ Govt /semi Govt. organization or Public Sector Company or any Municipal Corporation in one of the last five (5) financial years. Documentary proof of Work /supply Experience shall be uploaded in Packet A.

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 documents prescribed shall be filled in completely and uploaded in packet 'A'.

9. Packet "A"

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
- 3) Information form (**Undertaking-II**) (Name and the address of all the partners shall be given in the space provided thereof).
- 4) A document in support of **Registration under GST Act 2017** if any.
- 5) Scan Copy of online EMD receipt.
- 6) ASD if applicable.
- 7) Adequate submission of documents as per **technical & financial criteria** as per PQC.
- 8) The undertaking on Rs.200/- stamp paper proforma for **Best price** duly notarized.
- 9) Undertaking cum **Indemnity Bond** on Rs.200/- stamp paper.
- 10) In case of authorized dealer / distributor Manufacturer's Authorization Certificate, if applicable.
- 11) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 12) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- 13) Affidavit / undertakings as per the enclosed formats.
- 14) The bidder shall submit the registration certificate as per EPF & MP Act 1952. If the bidder's firm/ establishment have less than 20 employees, registration certificate as per EPF & MP Act 1952 is not required but declaration to that effect is required to be submitted on Rs.100/- stamp paper.
- 15) The bidder 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 bidder is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 100/- stamp paper.

Note:-

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

Non-submission of following documents,

- i. GST Registration 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.

In packet 'A,' maximum 5 nos. of shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by bidder within given time period, the bidder shall be treated as non-responsive. The cases wherein if the shortfalls are not by a contractor, 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 re-reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/deregistration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

ii) Non-curable Defect shall mean

- a. In-adequate submission of EMD/ASD amount,
- b. The documentary evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.

Packet "B" (Financial cover/Price Bid)

For Packet 'B' Bidder(s) will fill data in online BOQ sheet only.

Bidder shall submit the price bid in Packet "B" by filling the values on the screen. All rates quoted shall be inclusive of all taxes and duties. All the inputs given on this screen needs to be digitally signed.

10. Bidders 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 bidder has not submitted the required curable documents, then the bidder 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.
- 11.a. 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 be 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.

In case of equal rates of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by Hydraulic Engineer.

12. **Taxes:** The bidder 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 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 bidder 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/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 bidder.

13. **Period of delivery : 30 days** from the date of receipt of work order.
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 samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 days** shall be rejected out rightly.
15. **The bidder shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be forfeited.**
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 bidder will be required to supply any item or items so selected at the rates quoted.
17. **Guarantee:** The successful bidder 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 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.

19. Intending bidders 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 bidder, 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.
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 bidders must state the **names and addresses of all the partners** in the space provided for, in the Undertaking II. Any bidder 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.
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 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.
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 bidder (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 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 bidders 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 (16 to 19) 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 bidders and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
31. 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 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.
32. Except successful bidder, all others unsuccessful bidders, 100% EMD paid online will be refunded automatically.

33. The bid Security of Successful bidder shall be discharged when the bidder has signed the agreement and/or furnish the required security deposits.
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 bidders 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 bidders 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 (if applicable). It is, therefore, directed that the provision therein shall be strictly followed by the contractor.
38. 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.
39. The **Lowest successful bidder** 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.
40. The successful bidder 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.
i)	Up to Rs.50,000/-	Nil
ii)	Rs.50,001/- to	0.10% of Contract cost (rounded

	Rs.1,00,00,000/-	of to nearest 100) + 18% GST (Min. 1000/- + GST and Max. Rs. 10000/- + GST)
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41. Contract execution applicable for contracts more than Rs.50,000/-. The stamp duty of Rs.500 will be applicable to contract agreement document. Successful bidder 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.

42. Contract Deposit:-

The successful bidder, 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.

43. Contract Deposit will be refunded after completion of Maintenance Guarantee period.

44. 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 bidder 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 bidder shall submit sealed envelope mentioning on their letter head 'ASD is not applicable'.

If the bidders 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/-

Executive Engineer (Operations)

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

TECHNICAL SPECIFICATION

Subject :- Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division.

Technical Specifications :

The nut-bolt shall be manufactured from best quality high tensile materials. The nut- bolts shall be hexagonal headed with full threaded length & shall have pitch of 1.5. The bolts & nuts shall be clean accurate and free from burrs, mark, etc. Each bolt shall be supplied with 1 No. of suitable size nut with suitable size washer.

The tensile strength of the nut-bolts shall be 40 Kgf/mm² & shall confirm to IS specifications 1363 & relevant up dated IS specifications. The appropriate heat treatment i.e. annealing, normalizing etc. shall be given to the steel materials.

Test certificate from government approved laboratory confirming to above MCGM's specifications shall be submitted by the successful contractor. The size of nut-bolts shall be 1/2" x 3", 1/2" x4" & 5/8" x 4" & of make TVS, Tuff, Unbrako, GKW, LPS, SEW etc. only.

The supplier shall borne all the expenses towards taxes, toll or any other charges levied by government or semi government organization if any. The nut-bolt shall be delivered at Transmission mains office in O.C. Division.

Sd/-

J.E. (Trans. Main)

Sd/-

S.E. (Trans. Main)

Sd/-

A.E.W.W. (Trans. Main)

ELIGIBILITY CRITERIA

The Bidder shall have satisfactorily executed the supply of work Mechanical spares/Materials etc. to Govt /semi Govt. organization or Public Sector Company or any Municipal Corporation in one of the last five (5) financial years. Documentary proof of Work Orders / supply should be furnished at the time of collection of quotation copy. The copy of the work order shall be attached with quotation documents.

Documentary evidence shall be submitted along with the quotation, failing which the quotation shall be treated as non-responsive

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineers Department / O.C. Division.

Subject :- Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W. (Trans main) in O.C. Division.

SCHEDULE OF QUANTITY & RATES

Sr. No.	Description	Qty.	Basic Rate		Per	Amount		
			Rs.	P.		Rs.	P.	
1	Supply of high tensile Hexagonal headed full threaded bolts with suitable size of nuts as per BMCs technical specification & requirement. A) High Tensile Nut-Bolts & washer - 1/2" x 3" Full Threaded B) High Tensile Nut-Bolts & washer - 1/2" x 4" Full Threaded C) High Tensile Nut-Bolts & washer - 5/8" x 4" Full Threaded	200 300 400	(The bidder shall not fill & upload price bid here. The bidder shall fill the price bid in online BOQ.)		Set Set Set	(The bidder shall not fill & upload price bid here. The bidder shall fill the price bid in online BOQ.)		
					Total			Rs.
					GST@18%			Rs.
					Total			Rs.

Name of the Bank _____
Branch _____
A/C No _____

Total : Rs.

G.S.T. : Rs.

Grand Total : Rs.

(Amount in Words _____)

Bidder's Full address & telephone No. if any.

Bidder's Signature &
Office Stamp trading under
the
Name & style of:

Note:

- This "Schedule of Quantities and Rates" is for information purpose only.
- **The bidder shall not fill & upload price bid here otherwise the tender will be out-rightly rejected.**
- The bidder shall fill the price bid in online BOQ.
- **Bidder shall quote all the rates exclusive of GST.**
- Due to character limitations full description of job cannot be incorporated. The full description can be referred to this page.

UNDERTAKING - I

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation,
Mumbai – 400 001.

Subject :- Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division.
(Quotation Id :- 2024_MCGM_1053096)

Sir,

I / we have read the terms and conditions as stipulated in the enclosed herewith and accepts the same.

Yours faithfully,

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

Bidder's full address & Tel. No.

Undertaking - II

Information to be filled in by the bidder

- 1 **Quotation No.** : 2024_MCGM_1053096
- 2 **EMD amount & receipt no with date** : Rs. _____ & _____ dtd _____
- 3 **Bidder's Name** : M/s.
- 4 **Bidder's address & contact numbers** :
- 5 **If it is proprietary concern ?** : Yes / No
- if so, name of the owner** :
- If it is partnership concern ?** : Yes / No
- 6 **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 of above enclosed?** : Yes / No

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
/ Bidder**

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

-

-

Full Name

Address

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

Undertaking for Best Price

(As per circular u/no. DMC / CPD / OD / 15 dated. 06/05/2013 , to be submitted on stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

Subject :- Supply of High Tensile bolts & nuts for repairs - maintenance work of transmission & rising mains under A.E.W.W.(Trans main) in O.C. Division.

(Quotation Id :- 2024_MCGM_1053096)

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.

**Bidder'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 _____ it's office

_____ here by _____ gives an

UNDERTAKING CUM INDEMNITY BOND as under:

AND WHERE AS we are register bidder'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
BEFORE ME**

by

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
DEPONANT

This day of
BEFORE ME

Interpreted Explained and Identified by Me.