

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineer's Department / O.C. Division

Quotation Document

E-quotations are invited for the Subject - **“Supply of Ebonite rubber floats (Ball), rubber gasket (Diaphragm) & Rubber sheet for use of Kinetic air valves installed on various mains under A.E. (Tansa) section 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 bidder 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 / literature 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),
Kapurbawdi Water Works Yard,
P.O. Sandoz Baug,
Thane - 400 607
Ph. 022-25421094, 25431905

The bidders have to pay Tender Fee of **Rs.330/-** plus GST (9 % CGST+ 9 % SGST).

4. Bidders shall pay total EMD amounting to **Rs.6,000/-** 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 furnished the required security deposits.

8. Post-Qualifying Criteria (Eligibility):

8.1. Technical Capacity (For Routine Work)

The Bidder(s) shall be **Manufacturers / Supplier / Authorized Dealer or firms dealing in the line** having satisfactorily executed the work of similar nature. i.e., supply of Rubber Floats & Rubber Sheet in BMC/ Semi Govt. / Govt. & Public Sector Organizations 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.

8.2 Financial Capacity

Achieved an average annual financial turnover during the last 3 years should be at least **Rs.89,070.00/-** 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 Bidders shall have satisfactorily executed the **supply of Rubber Floats 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 SEVEN (7) 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. A. 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.200/- 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 morethan 20.

If the bidder is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 200/- stamp paper.

Note: - If there is inadequate submission of EMD amount, bidder is outrightly rejected.

9. B.

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 **Exclusive of all GST**. 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-mailonly 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 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, section171 (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 Rs.1,00,00,000/-	0.10% of Contract cost (rounded off to nearest 100) + 18% GST (Min. 1000/- + GST and Max. Rs. 10000/- + GST)

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 fail 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 / O.C. Division

TECHNICAL SPECIFICATION

Subject : Supply of Ebonite rubber floats (Ball), rubber gasket (Diaphragm) & Rubber sheet for use of Kinetic air valves installed on various mains under A.E. (Tansa) section in O.C. Division

TECHNICAL SPECIFICATIONS

Ebonite Floats

The floats for orifice of 125 mm & 250 mm dia. size suitable for Kinetic Air Valves shall be manufactured as per dimensions mentioned in the specifications. The floats (Ball) shall be manufactured from best quality seasoned wood & provided with 5 mm thick ebonite coatings. The balls shall be alkali, acid & water resistant & shall be perfectly spherical with uniform smooth surface without any deformation. The buoyancy of the ball shall be as such that it shall ensure the effective sealing in large orifice in case of low pressure too.

A. The ebonite floats shall have following mechanical properties: -

- a) Shore Hardness - 70 to 80 \pm 5
- b) Tensile Strength - 1500 PSI.
- c) Elongation at Break - 250% Minimum.

B. The variations in properties shall be as follows: -

- a) The change in shore hardness shall be within - \pm 5
- b) Change in tensile strength - \pm 15%
- c) Change of Elongation at Break - \pm 20%

Rubber gaskets: -

The rubber gaskets suitable for 150 mm & 250 mm dia. floats used for Kinetic Air Valves shall be manufactured as per dimensions mentioned in the BMC's specifications &

requirements. The rubber gaskets shall be manufactured from best quality synthetic rubber. The gaskets shall be alkali, acid & water resistant.

The Shape, Size & thickness of the rubber gasket shall be as per sample & having Shore Hardness - 65 to 75 \pm 5.

Rubber Sheet: -

- 1) Rubber Sheet should be manufactured by good quality of natural Rubber.
- 2) It should be water repellant, oil, heat, acid and alkali proof.
- 3) Shore Hardness of the rubber should be 65-75.
- 4) Thickness of the Rubber sheet should be 3mm & 6mm.
- 5) The colour of the rubber sheet should be Black.
- 6) Cotton canvass ply should be used on rubber sheet for rubber strength.
- 7) The Size of the Rubber sheet should be 1 or 1.2 meter width in the roll form.

The contractor shall submit sample of each orifice Rubber floats (Ball) & gaskets (Diaphragm) to B.M.C. for approval prior to delivery. Test certificates for shore hardness for ebonite balls from any Government approved laboratory shall be submitted along with the delivery of materials. The successful quotationer shall deliver materials at BMC's office free of charge.

Sd/-
S.E. (Tansa)

Sd/-
A.E. (Tansa)

Sd/-
E.E. (Operations)

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineers Department / O.C. Division

Subject : Supply of Ebonite rubber floats (Ball), rubber gasket (Diaphragm) & Rubber sheet for use of Kinetic air valves installed on various mains under A.E. (Tansa) section in O.C. Division.

SCHEDULE OF QUANTITIES & RATES

Sr. No.	Description	Qty.	Basic Rate Rs. P.	Per	Amount in Rs.
1	Rubber Sheet Cloth 2 ply x 3 mm	200	(The bidder shall not fill & upload price bid here. The bidder shall fill the price bid in online BOQ.)	Nos.	(The bidder shall not fill & upload price bid here. The bidder shall fill the price bid in online BOQ.)
2	Rubber Sheet Cloth 3 ply x 6 mm	200		Nos.	
4	Ebonite Float 125 Mm Ø	15		Nos.	
5	Ebonite Float 250 Mm Ø	15		Nos.	
9	Rubber Gasket Synthetic for Av 150mm Dia	15		Nos.	
10	Rubber gasket Synthetic for Av 250 Mm Dia	15		Nos.	
			Sub Total in Rs.		
			CGST @ 9% in Rs.		
			SGST @ 9% in Rs.		
			Grand Total in Rs.		

(Amount in Words _____)

Name of the Bank _____

Branch _____

A/C No _____

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 all taxes and duties.
- 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 Ebonite rubber floats (Ball), rubber gasket (Diaphragm) & Rubber sheet for use of Kinetic air valves installed on various mains under A.E. (Tansa) section in O.C. Division.

Quotation Document no.2024_MCGM_1123247_1

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 No. :
- 2 EMD amount & receipt no with : Rs. _____ & _____ dtd _____
date
- 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 :
- 6 If it is partnership concern? : Yes / No
If so, name of each partner :
- Partnership deed and copy of : Yes / No
registration certificate enclosed?
- 7 If it is a Company? : Yes / No
- 8 If so, documentary proof to show : Yes / No
that the company is registered is
enclosed?
- 9 E-mail id :
- 10 Vendor Code No :
- 11 Whether registered under G.S.T. : Yes / No.
Act, 2017
- 12 Registration must be Effective on : Registration No:
date of
- 13 Certificate in support of above if : Yes / No
registered is enclosed?
- 14 The certification of PAN document : Can be done by any of the following
and Photographs 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 Asst. 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 / 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.
2.

1.
2.

And in the presence of the Municipal Secretary Municipal Secretary

EE (Operations)

Dy. HE (Operations)

H.E.

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 Ebonite rubber floats (Ball), rubber gasket (Diaphragm) & Rubber sheet for use of Kinetic air valves installed on various mains under A.E. (Tansa) section in O.C. Division.

To,
The Municipal Commissioner
For the Brihanmumbai Municipal Corporation

Quotation Document no. 2024_MCGM_1123247_1

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 despite 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 its 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 by me,

BEFORE ME

Annexure – A1
Irrevocable Undertaking

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

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

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

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

Solemnly affirmed

DEPONENT

This day of
BEFORE ME

Interpreted Explained and Identified by Me.