

**BRIHANMUMBAI MUNICIPAL CORPORATION**

Hydraulic Engineer's Department

Bhandup Complex

**Dy.H.E./B.C./24/ 78/ODN Dated 07.02.2025**

**e-QUOTATION NOTICE**

The Brihanmumbai Municipal Corporation invites e-quotation on item rate basis for the “**Providing protection cage arrangement to outdoor equipments of V-SAT set up installed at MCC, Bhandup Complex**”.

Bidding Process will comprise of THREE stages.

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

For accessing the e-quotation documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online e-quotation process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided on <https://mahatenders.gov.in>.

<b>E-quotation Fees in Rs.</b>	<b>Earnest Money Deposit (EMD) in Rs.</b>	<b>Work Completion / Delivery Period</b>	<b>E-quotation Validity Period</b>
<b>330/-</b> + 18% GST	<b>3000/-</b>	<b>1 Month (Including Monsoon)</b>	<b>90 Days</b>

**Qualification / Eligibility Criteria:** The bidders in their own name should have satisfactorily executed the work of similar nature of mentioned eligibility criteria at any 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 as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- a) Three similar completed works each of value not less than Rs. **88,000/-**  
OR  
b) Two similar completed works each of value not less than Rs. **1,05,000/-**  
OR  
c) One similar completed work of value equal and or not less than Rs. **1,47,000/-**

**Similar Experience:**

For assessing the technical capacity of Regular, Routine and Maintenance works; similar work shall mean, the completed or ongoing works of mechanical fabrication works during last 07 years period in BMC / Semi Govt . / Govt . / Public Sector organizations.

The copy of the work order with number, date, contract period & cost of the work with completion certificate shall be annexed by the e-quotationer while submitting the offer.

**E-QUOTATION FEES:** The e-quotationer shall make payment of e-quotation scrutiny Fees of **Rs. 330.00 + 18% GST (9% CGST + 9% SGST)** online.

**EARNEST MONEY DEPOSIT (EMD) PAYMENT:**

- 1) The e-quotationer shall pay the earnest money deposit on line
- 2) The registered Municipal Contractors having standing deposit with BMC shall also have to pay Earnest Money Deposit for this e-quotation.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B and for packet C, bidder shall fill the data in 'Financial' folder during the submission of the bid Packet A, B & C and same will 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 bids, in the office of Dy. H.E.(Bhandup Complex). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The Applicant should upload the documents in readable form, He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all applicants.

- The Municipal Commissioner reserves the right to reject all or any of the e- quotation(s) without assigning any reasons at any stage.
- Those bids without the above said payments or missing required documents will be summarily rejected

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the Maharashtra Govt. tenders Information System & (<https://portal.mcgm.gov.in>). The Applicants interested for the above referred works may contact the Dy. Hydraulic Engineer (Bhandup Complex) at the following address on any working day during office hours.

Office of the:-

Deputy Hydraulic Engineer (Bhandup Complex)

Brihanmumbai Municipal Corporation,

Administrative Building, 2<sup>nd</sup> floor, Bhandup Complex Water Treatment Plant

Durgah Road, Khindipada, Mulund (West), Mumbai - 400082

**TEL.NO. 02225658524, 02225658514**

**FAX NO. 25658505.**

**Email – [aescadabc.he@mcgm.gov.in](mailto:aescadabc.he@mcgm.gov.in)**

e-quotationers are requested to submit and upload the e-quotation in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network / internet services / connectivity of servers / snag in system / breakdown of network / or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC will not be held responsible at any cost and such bids cannot be validated. Any online intimation / information asked to be submitted by Bidders /Contractors or sent to bidders/ Contractors, if not receiving or bounced back at the receiving end due to any problem in the server or connectivity, BMC will not be held responsible.

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 Website of BMC. & on (<https://mahatenders.gov.in> )

sd/-

**E.E.(S.I.P.S.) B.C.  
Bhandup Complex**

**HEADER DATA**

e-Quotation Ref No.	<b>Dy.H.E./B.C./24/78/ODN</b>
e-Quotation No	<b>2025_MCGM_1147485</b>
Name of Organization	<b>Brihanmumbai Municipal Corporation</b>
Subject	<b>Providing protection cage arrangement to outdoor equipments of V-SAT set up installed at MCC, Bhandup Complex.</b>
E- quotation Fees	<b>₹ 330 /- + 18% GST (Online payment)</b>
Cost of e-Quotation (Estimated Cost)	Not Applicable for item rate tender
Bid Security Deposit/ EMD	<b>Rs. 3000/- (Online payment)</b>
Date of issue and sale of e-Quotation	10.02.2025 from 11:00 Hrs
Last date & time for sale of e-Quotation & Receipt of Bid Security Deposit	18.02.2025 upto 16:00 Hrs
Submission of Packet A, B & Packet C (Online)	18.02.2025 upto 16:00 Hrs
Pre-Bid Meeting	N.A.
Opening of Packet A	20.02.2025 after 15:00 Hrs
Opening of Packet B	20.02.2025 after 15:01 Hrs
Opening of Packet C	27.02.2025 after 15:00 Hrs
Address for communication	Office of the:- Deputy Hydraulic Engineer (Bhandup Complex) Brihanmumbai Municipal Corporation, Administrative Building, 2 <sup>nd</sup> floor, Bhandup Complex Water Treatment Plant Durgah Road, Khindipada, Mulund (West), Mumbai - 400082 <b>TEL.NO. 02225658509, 02225658514</b> <b>FAX NO. 25658505.</b> <b>Email – <a href="mailto:aescadabc.he@mcgm.gov.in">aescadabc.he@mcgm.gov.in</a></b>
Venue for opening of bid	Online in Dy.H.E.(Bhandup Complex)'s office.

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/-  
**E.E.(S.I.P.S.) B.C.**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

Hydraulic Engineer's Department

Bhandup Complex

**e-quotation Notice**

sd/-	sd/-	sd/-	sd/-
Prepared By	Checked by	Verified By	Approved by
<b>S.E.(SCADA)B.C.</b>	<b>A. E. (SCADA)B.C.</b>	<b>E. E. (SIPS) B.C.</b>	<b>Dy H. E. (B. C)</b>

1. The Brihanmumbai Municipal Corporation, invites e-quotation, on item rate basis for “**Providing protection cage arrangement to outdoor equipments of VSAT set up installed at MCC, Bhandup Complex**” as per attached sheets of terms and conditions, specifications and schedule of quantities.

**QUALIFICATION / ELIGIBILITY CRITERIA:**

The bidders in their own name should have satisfactorily executed the work of similar nature of mentioned eligibility criteria at any 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 as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) Three similar completed works each of value not less than Rs. **88,000/-**

OR

b) Two similar completed works each of value not less than Rs. **1,05,000/-**

OR

c) One similar completed work of value equal and or not less than Rs. **1,47,000/-**

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 e-quotation.

2. **Similar Experience:**

For assessing the technical capacity of Regular, Routine and Maintenance works; similar work shall mean, the completed or ongoing works of mechanical fabrication works during last 07 years period in BMC / Semi Govt . / Govt . / Public Sector organizations.

The copy of the work order with number, date, contract period & cost of the work with completion certificate shall be annexed by the e-quotationer while submitting the offer.

3. **Submission of Bid/e-quotation Online :**

**As BMC switched to E-Bidding, all the references in respect to traditional bidding three packet process like packets A, B, C etc may please be ignored, if found any. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.**

The document/s available in “*Mahatender documents*” folder of the respective EBid/ e-quotation on mahatender portal is/are part of Bid/e-quotation, unless stated otherwise in the Bid/e-quotation document.

**Affixing of digital signature at any one place in the bid document while submitting the bid shall**

**be deemed to mean acceptance of the terms and conditions contained in the Bid/E-quotation as well as confirmation of the bid/s offered by the bidder which shall include acceptance of special directions /terms and conditions if any, incorporated.**

All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e Bid/ e-quotation/Biding to procure digital signature certificate, which can be obtained from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying

Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

Prices quoted shall be firm and no variation shall be allowed on any account. In the event that prices for some items specified on lump-sum basis, where unit price/s are required, the Corporation reserves the rights to evaluate unit price/s on the basis of the given lump-sum price/s. Queries relevant to the Bid/e-quotation documents shall be immediately informed to concerned help desk

**4. Submission of the Bid/s :**

The e-Bid/e-quotation shall be submitted in covers/folders i.e. Technical Bid / Documents in cover “**Fee/PreQual/Technical**”, while price/rates/commercial offer in “**BOQ**” online. Upload the e-Bid/e-quotation (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named “**Fee/PreQual/Technical**”. System will prompt for digital signature certificate while uploading these documents.

**5. e-QUOTATION FEES:** The e-quotationer shall make payment of e-quotation scrutiny Fees of **Rs. 330.00 + 18% GST (9% CGST + 9% SGST)** online

**6. EARNEST MONEY DEPOSIT (EMD):**

**a)** The e-quotationer shall pay the earnest money deposit of **Rs.3000/-** along with the submission of the bid online. If during the Bid/e-quotation's validity period, the Bidder withdraws his Bid/e-quotation, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/e-quotation/s for further works of the BrihanMumbai Municipal Corporation. The successful Bid/e-quotation's Earnest Money will be retained as security till the completion of the work.

The Bidder shall note that the Works Contract Taxes levied by the Government shall be borne by him, for which no reimbursement shall be made by the Corporation. He should therefore, take this factor into account while quoting for the work. No interest will be paid on any Bid/e-quotation deposit/guarantee on week days except Saturday & Sunday up to previous day of due date of e-quotation. The registered Municipal Contractors having standing deposit with BMC shall also have to pay Earnest Money Deposit for this e-quotation.

**b)** On opening the e-quotation if it is found that e-quotationer has not submitted the required documents then the e-quotationer shall be intimated to comply with the said requirements within 7 days. In packet A as well as packet B, 05 nos of shortfall in curable defects will be allowed. If he fails to do so then offer will be treated as non responsive.

Note: I Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,
  - i. Valid Registration Certificate

- ii. Valid Bank Solvency
  - iii. Goods and Service Tax Registration Certificate (GST)
  - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc
  - v. Partnership Deed and any other documents
  - vi. Undertakings as mentioned in the tender document.
- c) E.M.D. of the e-quotationers will be released after placement of Purchase Order on successful e-quotationer.
- d) The refund of EMD will be made by ECS only, through the bank given in his BMC vendor data.
7.
  - i. The e-quotationer shall submit on line with Complete e-quotation notice document each page signed and stamped including duly filled in Undertaking form and Firm details form, by an authorized signatory along with following documents.
  - ii. Following documents attached.
    - a) EMD payment proof .
    - b) PAN card & photographs certified by the Gazetted Officer or Notarized by the practicing Notary, appointed by the Government of Maharashtra / Govt. of India or Assistant Engineer / Administrative Officer of BMC and above, as mentioned in 'Mandatory conditions'.
    - c) GST registration certificate issued by Govt. authorities in prescribed form.
    - d) Latest bank solvency certificate from any approved bank by Reserve Bank of India / Govt. of India as per list attached. (If applicable)
    - e) The partnership deed and power of attorney in the name of signatory in case of partnership firms duly registered with CA (Treasury) (If applicable)
    - f) The Certificate of Incorporation in case of private limited or limited company and of power of attorney of the authorized signatory of the e-quotation where the e-quotation is not signed by all the Directors or by the Managing Director of company. The Power of Attorney shall be duly registered with CA (Treasury). (If applicable)
    - g) Notorised irrevocable undertaking on Rs. 500/- stamp paper as per format. ( Applicable for successful e-quotationer )
    - h) Notorised Undertaking cum Indemnity bond as per format on Rs. 500/- stamp paper.
    - i) Undertaking on Rs. 200/- stamp paper in prescribed format for offering the best prices.
    - j) Copy of registration certificate of EPF & MP Act 1952 and ESIC Act 1948 or affidavit as per clause 46 and 47 of e-quotation respectively. (Applicable for Works only).
    - k) Proofs of qualification criteria.
8. The e-quotationers are expected to fill in their e-quotation carefully and scrutinize them before submitting. The e-quotation should be faultless in figures and free from erasures. Any e-quotation containing unattested corrections, alterations, overwriting, erasures or mistakes in figures shall be rejected.
9. The rates quoted shall be firm and no variation will be allowed on any account
10. **The e-quotationer shall submit the price by filling data on line during the submission of the bid.**  
**All rates quoted shall be inclusive of all taxes & duties. The e-quotationer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid**

**submission.**

11. **GST as applicable shall be paid separately on submission of bills/invoice.**
12. Rate/s shall be filled only in “BOQ File” section of e-Bid/Quotation. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Quotation having more than one alternative rate/s for the any item, shall be liable for rejection.
13. . Wherever the Services to be provided by the e-quotationer falls under Reverse Charge Mechanism the prices quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/Cess other than GST, if any.
14. **PERIOD OF DELIVERY ARTICLES /COMPLETION OF WORK:** The completion period for Supply/work shall be **01 month(including Monsoon)** from the date of receipt of purchase/work order.
15. **VALIDITY OF e-E-QUOTATION:** Every e-e-quotation shall remain firm and valid at least for 90 days from the date of opening of the E-quotation. E-quotations specifying the validity less than 180 days may be rejected outright.
16. The e-quotationer shall not withdraw his offer within the validity period. If he does so the earnest money deposit paid will be absolutely forfeited to the Corporation.
17. The Municipal Commissioner does not bind himself to accept the lowest or any e-quotation.
18. **GUARANTEE:** The successful e-quotationer shall give a guarantee on Rs.100/- stamp paper in the prescribed form for 36 calendar months from the date of supply/commissioning or completion of work for any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the contractors they will rectify the same free of cost. **(Not applicable when WRITTEN CONTRACT as per clause 25 is executed.)**
19. **TERMS OF PAYMENT:** As per Municipal procedure, the payment for work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules.  
In case of supply of article/s the payments will be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s , if any(Please refer the technical specificartion).
20. Intending e-quotationers are informed that the payment of bills and other claims arising out of the contract will be made in the name of e-quotationer through the bank by ECS only. The e-quotationer, therefore, will have to furnish the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the e-quotation documents. They will also have to submit fresh information when there is any change in this regard. If the e-quotationer is already having vendor registration, then the same shall be mentioned on the undertaking in sub joined form.
21. **PENALTY:** For failure to supply the articles within the stipulated period, a penalty equivalent to ½ % per week on the value of the delayed articles will be recovered from the contractor without any reference to them.  
For failure to comply with the order for the work placed within the stipulated period a penalty equivalent to ½ % per week of work order value / contract value, will be recovered from the Contractor without any reference.  
The amount of the penalty in both cases will be, however, subject to the maximum of 10% of the total work order value / contract value or such smaller amount as may be fixed by the Hydraulic Engineer(Please refer the technical specificartion).

22. The e-quotationer shall upload the undertaking in the sub-joined form.
23. The e-quotationer shall invariably submit the duly filled in & signed e-quotation notice form together with the specification. Any irregularities in this respect may render the e-quotation liable for rejection.
24. **MANDATORY CONDITIONS:** The e-quotation shall be rejected if the e-quotationer,
  - a) Stipulates the validity period less than 90 days.
  - b) Stipulates own condition/conditions.
  - c) Does not fill and sign the undertaking form.
  - d) Does not submit a copy of PAN document

**PAN CARD**

Quotationer/e-quotationer should submit his own "PAN CARD", In case of Retailer / Dealer / supplier / distributor, etc.

In case of company or firm the quotationer/e-quotationer should submit

- i. 'PAN' card of proprietor in case of proprietary/ownership firm.
  - ii. (a) PAN Card of a company in case of private Ltd. Co.  
(b) PAN Card of a firm in case of partnership firm.  
(c) The Sansthas / Societies /Trust which are registered under Public Trust Act1950 / Registration Act 1860 / The Maharashtra Co-op. Societies Registration Act 1960 (whichever is applicable) has to submit the PAN card of Sansthas / Society or Trust only.
  - iii. However, in case of public limited companies, Semi - Govt. Undertakings, Govt. undertakings, no 'PAN' documents will be insisted.
  - e) Does not submit other documents listed in Clause '5'
  - f) Does not submit adequate amount of Additional Security Deposit if applicable, in the form of D.D. for rebate as per condition in the e-quotation in case of percentage base e-quotations.
  - g) Does not disclose the full name/names and address/addresses of proprietor/partners/Directors as per the case.
  - h) Does not have experience of executing similar type of work as per Qualification Criteria (if applicable).
25. **WRITTEN CONTRACT:** Wherever total value of e-quotation exceeds Rs.50,000/-, the successful e-quotationer shall enter into written contract with B.M.C.in the prescribed form by paying the stamp duty as per clause 26, on the contract for the supply / work to be carried out and shall also pay **Contract Deposit at the rate of 2 %** of total contract value in the form of cash or Demand Draft(D.D.) only within 15 days from the date of receipt of Letter of acceptance(LOA.) which will be refunded after Defect liability period(DLP) of one year is over.

It is optional to the e-quotationer to make the contract deposit in one or the other ways as follows:

- i. Wholly in cash.
- ii. Demand Draft

In the event of the e-quotation being accepted, full amounts of contract deposit must be paid and all the partners of the firm must sign the contract and should one or more partners be not available for this purpose, signatory must produce a Power of Attorney authorizing him to sign on behalf of all absent partners



26. **STAMP DUTY: (AS PER APPLICABLE CIRCULAR):.**

The successful e-quotationers within 30 working days from the date of issue of Acceptance Letter for executing the contract work under reference shall enter into a contract agreement with the B.M.C. The contract agreement shall be adjudicated for payment of stamp duty by the successful e-quotationers and accordingly where the amount or value set forth in such contract does not exceed Rs.10 Lakh. the successful e-quotationers shall pay the stamp duty of Rs.500/- on the contract agreement within such time so as to ensure that the contract is executed within aforesaid stipulated period.

27. **LEGAL+STATIONARY CHARGES (AS PER APPLICABLE CIRCULAR IN FORCE):-**

The successful e-quotationers will have to pay the legal charges & stationary charges as per sanctioned rates within 15 days from receipt of the acceptance letter for preparing contract documents, which are as under:

Contract Value			Legal+ Stationery Charges
Up to	₹	₹ 50,000/-	Nil
from	₹	50,001/- To ₹ 1,00,00,000/-	0.1% of contract cost rounded up to nearest 100 + 18% GST (Subject to Min. ₹1000/- & Max. ₹10,000/- + GST)

28. In case e-quotationer fails to pay the contract deposit, legal & stationary charges and also fails to submit to duly stamped & signed Contract Agreement form from the date of receipt of LOA within 30 days shall be deemed to have committed a breach of the undertaking given by them in their e-quotations, the Municipal Commissioner shall impose the penalty of Rs. 5000/- per day will be applicable to the contractor and the penalty will be deducted from their e-quotation deposit or final payment. Without the contract being executed, no bills shall be admitted for payment and the discount offered for prompt payment of bills within the stipulated time, shall be claimed by the Municipal Commissioner if the payment is made within the stipulated time from the date of execution of contract by the e-quotationer.

29. ~~**SOLVENCY CERTIFICATE:** If the contract cost exceeds Rs. 3,00,000/- then, the E-quotationers (Other than those registered with the Municipal Corporation of Greater Mumbai) shall have to produce along with their e-quotation up to date Solvency Certificate (Issued maximum 12 months prior to the due date of e-quotation) of at least Rs. 1 Lac from any Bank from approved bank list (Recognized by reserve bank of India / Govt. of India).~~

30. 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 e-quotations will be rejected, and the e-quotation deposit forfeited. Any contract entered into such conditions will also be cancelled at any stage and time during its currency.

31. 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.

32. If it is found that firms as described in clause 29 have quoted separately under different names for the same contract, all such e-quotation (s) shall stand rejected and e-quotation deposit 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.

33. If it is found that closely related persons as described in clause 29 have submitted separate e-quotations under different names of firms / establishment but with common address for each establishments / firms though they have different addresses are managed by or governed by the same person / persons jointly or severally such e-quotations shall be liable for action as in clause No.30, including similar action against the firms / establishments concerned.
34. If after award of contract, it is found that the accepted e-quotation violated any of the Conditions of clauses No. 30,31, 32, or 33 above, 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.
35. 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 as aforesaid.
36. 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 e-quotations or contracts, which deposits may be or become returnable to the e-quotationer and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
37. In case the deposit paid by transfer of G.P. notes the endorsement in favour of the Corporation should be "Pay to the Brihanmumbai Municipal Corporation or Order" and should bear the "Examined" stamp of the public debit office, Reserve Bank of India. In the case Mumbai Municipal debentures the transfer endorsement should bear the "Examined" stamp of the State Bank of India.
38. All the charges for safe custody and withdrawal of and for the collection of interest, etc. on the paper deposit will be payable by the parties.
39. Public securities includes securities of the Govt. of India and any securities granted by the Government, securities of Mumbai Port Trust, securities under BMC Act, and any Mumbai Municipal debentures or other securities.
40. The contractor shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Government firms floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall within 10 days from the beginning of such delay notify the purchaser in writing of the case of delay. The purchaser shall verify the facts and grant such extensions as facts justify.
41. No alternation or interpolation will be allowed to be made in any of the terms or Conditions of this contract or in the specification or in the schedule of quantities. If any such alteration or interpolation be made by the e-quotationer, his e-quotation will, at the option of the Municipal Commissioner, may be rejected.
42. The e-quotationer shall not quote any alternative rate for any item. e-quotation having any alternative rates for the same item is liable to be rejected.
43. e-quotations containing contradictory onerous and vague stipulations and hedging 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 outright.
44. The e-quotationer 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 E-quotationer in that behalf.
45. **TAX DEDUCTION AT SOURCE:** 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 customs dues, etc. or any other payment which the contractor may take on the corporation's behalf. Under the provision of section 194-C of the Indian Income tax act, the corporation is required to deduct tax from the source and will be deducted at prevailing rate. If 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.
46. **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.
47. Contractor's attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986. It is, therefore, directed that the provision there in shall be strictly followed by the contractor.
48. **REGISTRATION UNDER ESIC ACT:** The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the quotationer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMCas and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
49. **REGISTRATION UNDER E.P.F.& M.P. ACT :**The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if quotationer has more than 20 employees/persons on his establishment, to BMCas and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013
50. **UNDERTAKING IN RESPECT OF INDEMNITY BOND** - The e-quotationer shall submit the Undertaking of indemnity bond on Rs. 200/- stamp paper that the firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Governmental Undertaking/ BMCetc.
51. **ADDITIONAL SECURITY DEPOSIT (ASD) in case of percentage e-quotation :-**  
The e-quotationer quoting rebate more than 12% of the office estimate shall have to pay ASD for the entire amount calculated as per the formula given below without any maximum limit :  
Additional Security Deposit =  $1 \times (X / 100) \times$  Office estimated cost.  
Where X = Percentage rebate quoted on office estimated cost by the e-quotationer minus 12 %.
- a. The A.S.D. shall be paid in the form of Demand Draft only.
  - b. The D.D. of required amount as per above formula must be submitted by the e-quotationer only on the name of the same company under which he is quoting for the e-quotation. The e-quotationer must also give the amount of D.D., no. of DDs and the bank from which it is

drawn along with confirmation letter from the concerned bank authorities for having issued the D.D.

- c. The A.S.D. of the successful quotetioner shall be refunded after successful completion of the work in all respect or on completion of the contract period or submission of the final bill, whichever is later. The e-quotation submitted without A.S.D., if applicable shall be treated as “non-responsive”

52. In case of rebate/premium of 15 % and above as quoted by the quotetioner, the rate analysis of major items shall be submitted by L1 e-quotationer after demand.

53. **AWARD OF PURCHASE ORDER/CONTRACT:** Notification of award will be made in writing to the successful e-quotationer.

The work order / contract will be awarded to the qualified and responsive e-quotationer offering the lowest evaluated e-quotation in conformity with the specifications.

A responsive e-quotation is one which fulfills all BMCrequirements for e-quotation, submits required documents and accepts all the terms and conditions of the e-quotation notice document without any major modifications. A major modification is one which affects in any way the price, quality, quantity or completion of works which limits in any way, any responsibilities or liabilities of the e-quotationer or any rights of the Corporation, as specified in the e-quotation documents. The Corporation may waive any minor informality in a e-quotation, which does not constitute a major modification.

**AGREEMENT FORM**

Tender / E-quotation: **2025\_MCGM\_1147485**

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 (Special Engineering) (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 (S. E.) of the Second Part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the Bidder has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the standing committee / Education Committee of the Corporation) NOW THIS AGREEMENT WITNESSETH as 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 BMC
- 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 works in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have 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 Dy. Municipal Commissioner (SE) in the presence of Ex. .... City/ WS/ ES

Dy. Municipal Commissioner (SE)

The common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the ..... 2016 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 e-quotationer will have to pay for preparing contract documents, legal charges, stamp duty and stationery charges as mentioned in section 25-b

**UNDERTAKING CUM INDEMNITY BOND**

(Notorised on Rs. 500/- Stamp paper)

E-quotation: **2025\_MCGM\_1147485**

We, (1) Mr \_\_\_\_\_ (2) Mr. \_\_\_\_\_ and  
(3) Mr. \_\_\_\_\_ aged (1) \_\_\_\_\_ yrs. (2) \_\_\_\_\_ yrs, and (3) \_\_\_\_\_ yrs,  
respectively; Proprietor / Partner / Directors / Power of Attorney holder of the firm  
\_\_\_\_\_ having its office at  
\_\_\_\_\_ hereby gives an UNDERTAKING  
CUM INDEMNITY BOND as under ,

AND WHEREAS we are registered contractor/s with the Brihanmumbai Municipal Corporation and/or  
(Name of other authority), having registration No. \_\_\_\_\_ valid up to \_\_\_\_\_.

AND WHEREAS the Brihanmumbai Municipal Corporation had published the tender notice for the work  
of \_\_\_\_\_ in \_\_\_\_\_ ward.

AND WHEREAS I/we want to participate in the said tender procedure, I/we hereby give an  
UNDERTAKING CUM INDEMNITY BOND as hereinafter appearing :-

I/we hereby agree and under take that my/our firm is not under any penal action such as Demotion ,  
Suspension, Blacklisting, De-registration etc. by any Government, Semi-Goverment and Governmental  
Undertaking etc.

I/we hereby further agree and undertake that at any stage of tendering procedure, if the said information is  
found incorrect, it should be lawful for the BMCto forthwith debar me/us from the tendering procedure and  
initiate appropriate penal action.

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

Place

Dated

Proprietor/Partners/Directors/POA holder

(Seal of firm/Co.)

Identified by me

BEFORE ME

## UNDERTAKING

### Undertaking form for Best Price

(On Rs. 200/- Stamp paper)

To, Each e-quotationer shall submit an undertaking on stamp paper of Rs 200/- as per proforma given below, along with e-quotation.

“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 tender under any other name or under the 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 tender for the aforesaid work”.

I/We hereby further undertake that we have offered the best prices for the subject supply / work as per the present market rates. Further, we do hereby undertake and commit that we have not offered / supplied the subject product / similar product / systems in the past one year in Maharashtra state for quantity variation up to -50% / + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt./semi Govt. agencies and within M.C.G.M also. Further, we have filled in the accompanying tender 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 tender.

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 tender is false or incorrect, I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not raise 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 as withdrawn by the Corporation.”

Signature of Quotationer/Bidder



## UNDERTAKING

To,  
Office of the  
Dy. Hydraulic Engineer ( Bhandup Complex )  
Municipal Corporation of Greater Mumbai,  
Administrative Building, Mulund ( W ),  
Mumbai :- 400 082.

**Sub : Providing protection cage arrangement to outdoor equipments of VSAT set up installed at MCC, Bhandup Complex**

**E-quotation: 2025\_MCGM\_1147485**

Sir,

I / We have read all the terms conditions and specifications as stipulated in the above e-quotation notice and accept the same. I/We have paid the E.M.D. of Rs 3,000/- Vide no- \_\_\_\_\_ dated \_\_\_\_\_ (Copy attached.)

Vendor Reg. No. \_\_\_\_\_

Email ID No. \_\_\_\_\_

Yours Faithfully,

E-quotationer's full address and  
Telephone No, if any.

E-quotationer's Signature  
& Office Stamp

**IRREVOCABLE UNDERTAKING**

(Notorised on Rs. 500/- Stamp paper)

E-quotation: **2025\_MCGM\_1147485**

I Shri. / Smt.....aged, ..... years, Indian inhabitant. Propreitor / Partner / Director of M/s. .... resident at ..... do hereby give irrevocable undertaking as under ..

- 1) I say and 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 BMCby 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 it's recovery including, but not limited to, an apeal 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, executors, 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 herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at DEPONENT

This day of BEFORE ME

Interpreted Explained and Identified by me.

**'ANNEXURE B'**

**PROFORMA FOR UNDERTAKING OF SITE VISIT**

E-quotation: **2025\_MCGM\_1147485**

I \_\_\_\_\_ Proprietor / Partners/ Directors having my/ our office address \_\_\_\_\_

\_\_\_\_\_ do hereby state & undertake as follows. I, say that I have submitted my tender for the work of \_\_\_\_\_

\_\_\_\_\_ having bid invitation No . \_\_\_\_\_ for the Municipal Corporation of Greater Mumbai I affirm that , I have inspected the site of work before the submission of tender on date \_\_\_\_\_ & reckoned all probable difficulties as could be reasonably foreseen by us as experienced contractors. This is in pursuance of the relevant provision in this behalf in the conditions of contract which shall be binding on us.

Place:

Dated: \_\_\_\_\_ Proprietor/Partners/Directors/POA Holder (Seal of Firm/Co.)

Identified by me,

BEFORE ME

(Site Engineer)

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Hydraulic Engineer's Department**

**Bhandup complex**

**Subject : Providing protection cage arrangement to outdoor equipments of V-SAT set up installed at MCC,  
Bhandup Complex**

**TECHNICAL SPECIFICATIONS**

**PART A : General Technical specifications :**

1. The e-quotationers shall inspect the site prior to submission of their offer, so as to assess the site conditions and other details. No claim on account of ignorance of site condition or adverse site condition, etc. will be entertained during the execution of the work.
2. The technical specifications for the work included in this tender are prepared with care with a view, not to create any additional item / work. However, all the items and works which are required for satisfactory completion and guaranteed performance of the system are deemed to be included in the offer and no extra cost will be paid by B.M.C.
3. The contractor shall extend full co-operation and interaction with other agencies at site, if involved.
4. Specifying various equipment / fittings by B.M.C. does not absolve e-quotationer's responsibility from proper working of the system as a whole.
5. Successful e-quotationer shall use their own man power, own tools, tackles, machines, equipment, scaffolding, ladders, vehicles etc. required for the work
6. The work shall be carried out with good workmanship following standard Engineering practice.
7. The contractor shall depute the workmen of best knowledge of carrying out the work.
- 8 Any damage caused to municipal property due to faulty workmanship shall be rectified by the contractor free of cost.
- 9 The contractor shall provide "Identity Card" to all the work force at site.
- 10 The contractor shall obtain work permit before starting the work from B.M.C. authority
- 11 Codes of standard: In case of any conflict between codes / standard and specification, the latter shall prevail and in case of further conflict in this matter, the interpretation of the specifications by the B.M.C. engineer shall be final and binding.
12. Delivery of material required for the work shall be given by the supplier / contractor at the B.M.C. site situated at Bhandup Complex, Khindipada, Durgah Road, Mulund (West), Mumbai : 400082 (Maharashtra) with necessary documents. All necessary charges towards packing, transportation, handling, transit insurance, taxes, duties etc. shall be born by contractor.
13. The e-quotationer shall take photographs with date and time of all hidden items of work before, during and after completion and maintain the photographic records of all the items executed to justify execution of the work at the 'Risk and Cost' of contractors.
14. The successful e-quotationer shall obtain the entry permit to their vehicles and staff well in advance from the office of Dy. H.E. Bhandup Complex by following due procedure for carrying out the work.
- 15 The-e-quotationer shall make immediate arrangement for removal of their belongings after the completion of work.
- 16 The Dy. Hydraulic Engineer ( Bhandup Complex) reserves right to allow minor variations / waiver in the work if B.M.C. is convinced of constraints, if any.
- 17 No escalation in the cost of whatsoever nature will be allowed while execution of these works.
- 18 In case of any dispute the decision of B.M.C. will be final binding to the contractors.

## **SCOPE OF WORK & GENERAL CONDITIONS**

- 1) The bidder shall visit the site to assess and get acquainted with the quantum of the work prior to submitting their offer. The bidder shall be solely responsible for the discrepancy or any shortcomings in their offer thereafter. **The bidders shall submit site visit format given in Annexure 'B'. The Site Visit certificate necessarily signed by BMC's Site Engineer of the captioned subject work, shall be submitted along with bid, if not submitted the offer will be treated as non responsive.**
- 2) The scope of work include dismantling work of existing cage in place and fabrication of new protective cage at site. The VSAT antenna installation shall be maintained during work for continuous VSAT link. If the VSAT link is lost during work the restoration of same will be in contractor's scope/responsibility.
- 3) Cage Construction : The protection cage provided should have materials, design & construction as per the drawing attached.
- 4) Welding : All the necessary welding work shall be carried out as per relevant IS by qualified welder. End preparations and fabrication requirements shall generally conform to relevant IS
- 5) Painting : Painting with one coat of red oxide and two coat of enamel paint of colour shed approved by BMC
- 6) The contractor shall visit the site to assess the quantum of the work prior to submitting their offer.
- 7) Any work or material required to complete the subject work shall be considered while filling the quotation.
- 8) The contractor shall be solely responsible for the discrepancy or any shortcomings in their offer thereafter.
- 9) The payment of subject work shall be made on actual basis.
- 10) The contractor shall do miscellaneous works related to subject work without any extra cost.
- 11) All the associated works required to complete the subject work as per attached drawing shall be done by the contractor without any extra cost to BMC. The contractor shall extend full co-operation and interaction with other agencies at site, if involved.
- 12) The contractor must have facilities to undertake the subject work including adequate machinery. The work shall be carried out with good workmanship following Standard Engineering practice.
- 13) The successful contractors shall take utmost care not to cause any nuisance due to noise, welding, operations etc. All the proper precautions shall be taken by them in this respect. The contractor shall depute the workmen of best knowledge of carrying out fabrication work. The contractor shall cooperate to the Municipal staff and other agencies working at installation.
- 14) The contractor shall arrange tools, tackles, skilled & unskilled manpower and electric supply required for lighting and power tools at sites for carrying out the subject work.
- 15) While carrying out the work, if any damage is caused to any Municipal property, the same shall be made good by the contractor as per the guidelines from the BMC engineer.

sd/-

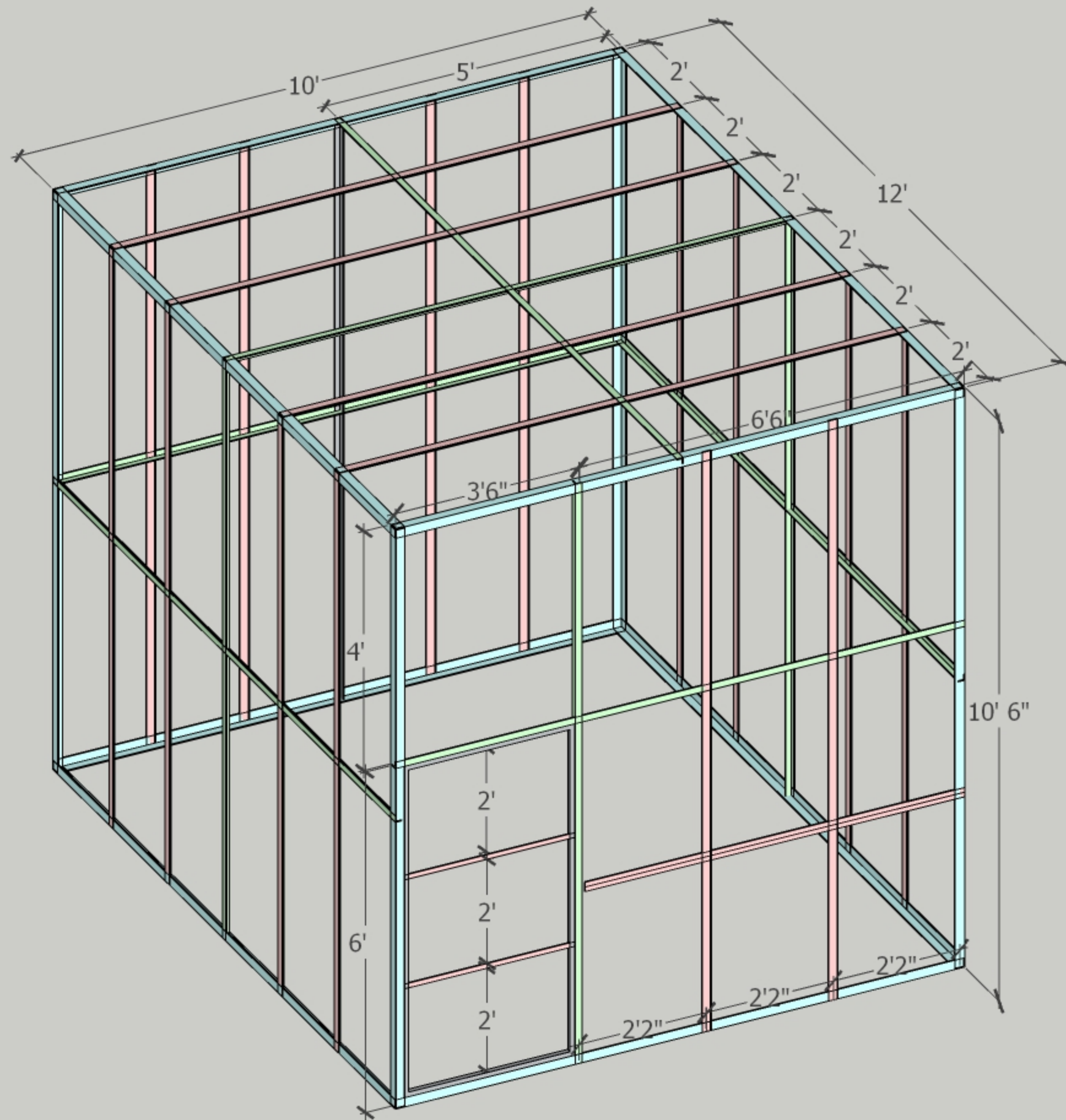
S.E. (SCADA) B.C.

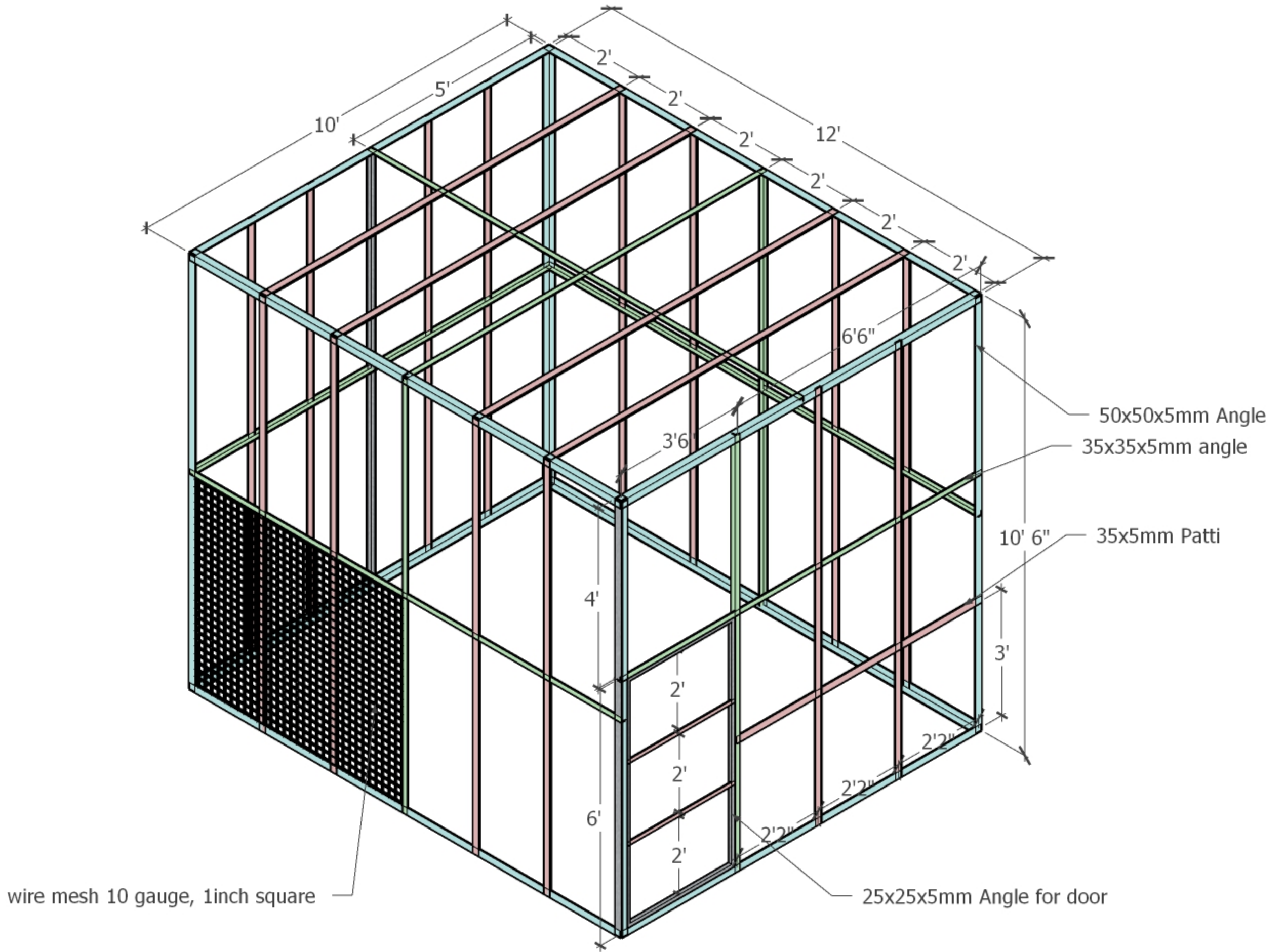
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A.E. (SCADA) B.C.

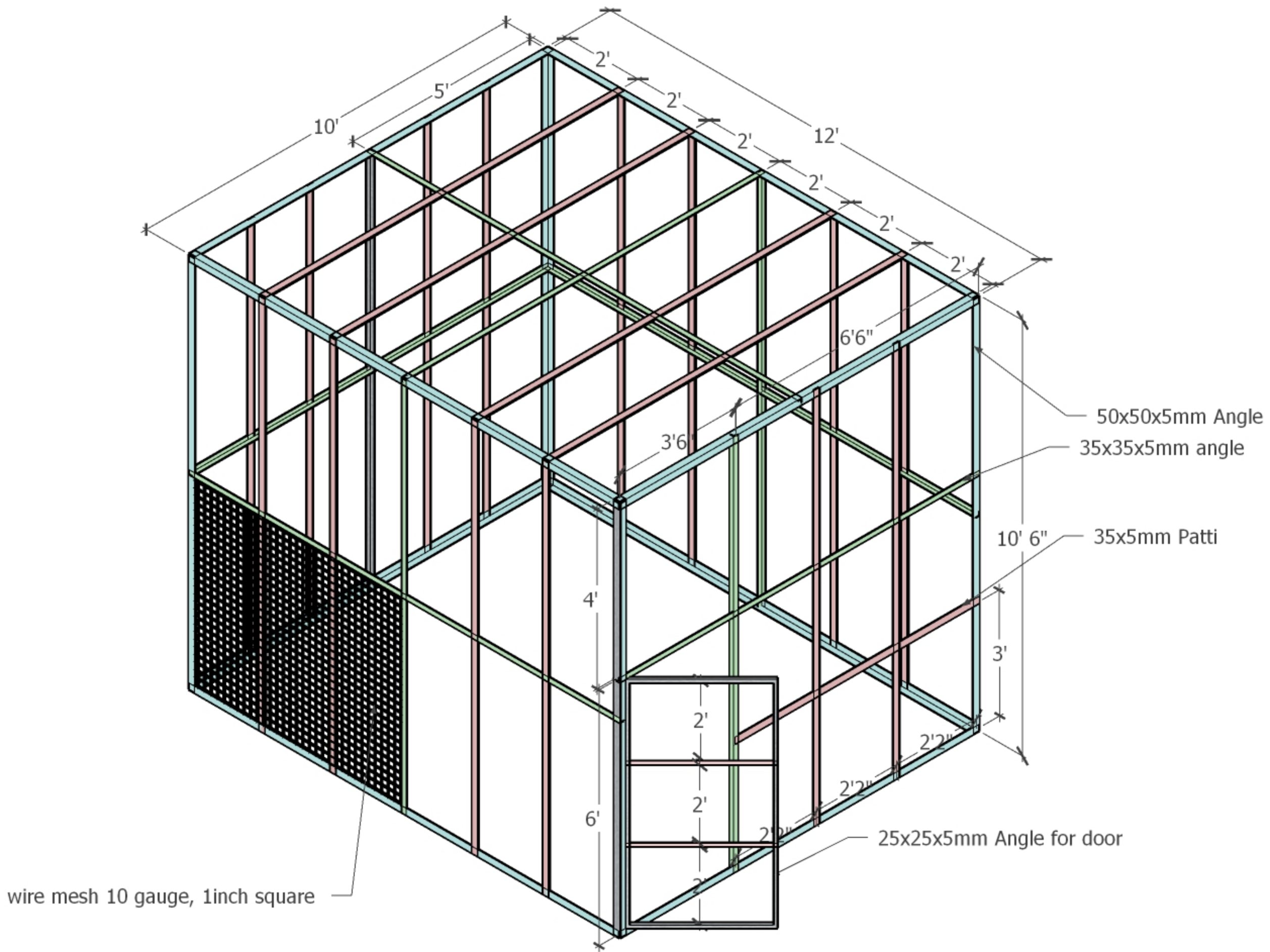
sd/-

E.E. (S.I.P.S.) B.C.













**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**Hydraulic Engineer's Department**  
**Bhandup Complex**

**Sub : Providing protection cage arrangement to outdoor equipments of V-SAT set up installed at MCC, Bhandup Complex**

**E-quotation: 2025\_MCGM\_1147485**

**SCHEDULE OF QUANTITIES & RATES**

<b>Sr. No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Rate / Unit in Rs. (without GST)</b>	<b>Amount in Rs.</b>
1.	<b>Providing protection cage arrangement to outdoor equipments of V-SAT set up installed at MCC, Bhandup Complex</b>	1	Job	To be filled Online	To be filled Online
<b>Grand Total</b>					
<b>HSN/SAC Code:</b>					

**Note :**

**Applicable GST for the above items is 18%**

Grand total in words Rs. \_\_\_\_\_ To be filled Online