

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

## **DRAFT QUOTATION**



**Name of Work** : Work of refilling and leveling discarded flow meter chambers and valve gallery up to ground level at Pali Hill Reservoir, Bandra (W) under A.E. (Maint) W.W. South Division.

**Quotation ID** : 2025\_MCGM\_1190164\_1

**Due Date** : 24/06/ 2025 at 4:00 PM

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

**Office of the Assistant Engineer (Maintenance)**

**Water Works Western Suburbs South,**

Below Captain Vinayak Gore Fly Over Bridge,

Dadabhai Path, Vile Parle (West),

**Mumbai – 400056.**

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

E-quotations are invited for the **"Work of refilling and leveling discarded flow meter chambers and valve gallery up to ground level at Pali Hill Reservoir, Bandra (W) under A.E. (Maint) W.W. South Division"**.

- 1) The forms of quotation documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender 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 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 Tender 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 in e-tendering tab on <https://mahatenders.gov.in>. The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in Packet 'A' & offer price in Packet 'B'.
- 3) The applicants interested for the above referred works may contact the Assistant Engineer (Maintenance) Water Works Western Suburbs South at the following address on any working day during office hours.

**Assistant Engineer (Maintenance) Water Works Western Suburbs South,**  
Below Captain Vinayak Gore Fly Over Bridge, Dadabhai Path, Vile Parle (West),  
**Mumbai – 400 056.**

- 4) The applicant has to pay Quotation Fee of **Rs. 429/- (Rs. 363.00 + (9 % CGST+ 9 % SGST)** (As per Circular No. CA/FRG/17 dtd 17/03/2025) on Mahatenders Portal online through <https://mahatenders.gov.in>
- 5) While submitting duly filled quotation document through <https://mahatenders.gov.in>, quotationer needs to pay **total EMD amounting to Rs. 3,000/-** through payment gateways of GoM on URL <https://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'.
- 6) Any bid not accompanied by an acceptable bid security / EMD shall be rejected by the employer as non-responsive.
- 7) **Post Qualifying Criteria (Eligibility):**

The Quotationer should specifically note the following post qualifying criteria towards their eligibility

**Financial** The average annual turnover of the quotationer shall be **Rs.90,000/-** during the last three financial years immediately preceding the Financial Year in which quotations are invited. It must be certified by CA and uploaded with quotation documents.

**Technical** 1) The quotationers who are dealing with such type supply / work should have executed minimum one single job of **repairs to civil structure** in Govt. / Semi-Govt. / Public Sector Undertakings / Public Ltd. Co. etc, in the last seven (7) years. Documentary proof of Work Orders for supply / work should be furnished for same. **The copy of the work order shall be uploaded with quotation documents.**

- a) Value of single job carried out at (1) above shall not be less than **Rs. 1,50,000/-**
- b) Value of two jobs carried out at (1) above shall not be less than **Rs. 1,10,000/- each.**
- c) Value of three jobs carried out at (1) above shall not be less than **Rs.90,000/- each.**

AND

**The quotationer shall visit the site and submit the Annexure – A 2 with Packet A. If failed to submit, quotationer shall be out rightly rejected.**

**8) The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled.**

**9) The mandatory documents are as under**

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

- a) The printed undertaking in draft quotation addressed to the Municipal Commissioner. (Undertaking II)
- b) The specifications / data sheet.
- c) Information form (Undertaking-I) (Name and the address of all the partners shall be given in the space provided thereof).
- d) The copy of the PAN Card along with the photograph shall be provided.
- e) A document in support of Registration under GST Act 2017
- f) Partnership Deed / Registered power of attorney and any other documents
- g) EMD receipt copy.
- h) Adequate submission of documents as per technical & financial criteria as per PQC.

**The undertaking on Rs.200/- stamp paper pro-forma for (Best price) duly notarized.**

**Note :**

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

- a) Non-submission of following documents,
  - 1) GST Certificate
  - 2) Certified Copies of PAN documents and photographs of individuals, owners, etc
  - 3) Partnership Deed and any other documents
  - 4) Undertakings as mentioned in the quotation document.

**ii) Non-curable Defect shall mean**

- a) In-adequate submission of EMD
- b) The documents evidence of technical and financial capacity with respect to Eligibility Criteria as stipulated in the quotation.

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

**10) Quotationers are expected to fill their quotations documents carefully and scrutinize them before uploading them on website stated above. No verification on any ground such as mistake or misunderstanding will be allowed after the quotation is opened, recommended or accepted.**

**11) On opening of quotation, if it is found that quotationer has not submitted the required curable documents, then the quotationer shall be intimated through e-mail only to comply with the said requirements within stipulated time period (max 3 days) from the opening of quotation & if he fails to do so their offer shall be out rightly rejected and 10% amount of EMD shall be forfeited.**

- 12) **Taxes** : The quotationer shall quote 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 quotationer 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 or 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 quotationer.**

- 13) **Period of delivery / work** shall be **30 days** from the date of receipt of PO.
- 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 and samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 days** shall be rejected out rightly.
- 15) The quotationer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid shall be forfeited to the Corporation.
- 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 quotationer will be required to supply any item or items so selected at the rates quoted.
- 17) **Guarantee** : The successful quotationer shall give a guarantee for 12 calendar months from the date of supply / commissioning or completion of the work for any manufacturing defects or faulty workmanship on BMC prescribed "Maintenance Guarantee" 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 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 including its installation, if any.
- 19) Intending quotationers are informed that the payment of bills and other claims arising out of the contract will be made in the name of the bank by ECS only. The quotationer, therefore, will 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 will 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 quotationers must state the **names and addresses of all the partners** in the space provided for, in the papers. Any quotationer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, cancelled 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 forfeited. Any contract entered into such conditions will also be cancelled 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 quotationer (s) shall stand rejected and EMD of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- 27) If it is found that closely related persons as described above have submitted separate s 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 severally 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 (25 to 27) 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 quotationers and which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.
- 31) In case the deposit paid by transfer of G.P. notes the endorsement in favour of the Corporation should be "Pay to the Municipal Commissioner of Greater Mumbai 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.
- 32) 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.

- 33) The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this deposit will be refunded only after successful completion of work / supply of articles.
- 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 quotationers shall have to make their own arrangements to secure Import License and or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be found to give any assistance to the quotationers in that behalf.
- 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.
- 38) It is, therefore, directed that the provision therein shall be strictly followed by the contractor.
- 39) 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.
- 40) Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary with red seal and registration number
- 41) The **Lowest successful quotationer** shall submit **an undertaking cum indemnity bond on stamp paper of Rs.200/-**
- 42) The **Lowest successful quotationer** shall submit an '**Irrevocable Undertaking**' on **Rs.500/-** stamp paper, duly notarized as per Annexure A1 in prescribed format.
- 43) **If contract Sum exceeds above Rs.50,001/- and up to Rs.1,00,00,000/- . The Successful quotationer shall pay the Legal Charges & Stationary charges amounting to 0.10% of contract cost or minimum Rs.1,000/-plus 18% GST , as per Circular no.26206 dated 31.08.2023 or as amended after issue of letter of acceptance**
- 44) Contract execution applicable for contracts more than **Rs.50,000/-**. The stamp duty of Rs.500 will be applicable to contract agreement document. Successful quotationer shall have to submit all relevant documents for contract execution process within 30 days from the date of receipt of letter of acceptance. Failing which the penalty of **Rs.500/-** per day will be imposed.
- 45) The successful quotationer, here after referred to as the contractor shall pay an amount equal to Two (2) percent of the contract sum in form of Cash / DD shall be paid within thirty days from the date of issue of letter of acceptance.
- 46) Contract Deposit will be refunded after completion of Maintenance Guarantee period.
- 47) Additional Security Deposit shall be applicable for percentage base quotation as under:

<b>Rebate quoted by contractor</b>	<b>ASD Applicable</b>
Up to 12% Rebate	No ASD
Rebate above 12% on estimated cost	At 2.00% of Estimated cost for each % rebate & part thereof, in D.D. only

The quotationer shall submit the ASD as applicable in the form of Demand Draft, which is to be submitted during office hours minimum one day before opening of packet 'B' (Price packet) to respective Head clerk (Account) of the Engineer in-charge of the AE Division in sealed envelope. If ASD, is not applicable then the quotationer shall submit sealed envelope mentioning on their letter head 'ASD is not applicable'.

If the quotationers fails to submit the sealed envelope as mentioned above at least one day before opening of packet 'B'(Price packet) within office hours then the EMD of the respective bidders will be forfeited.

**Sd/-**  
**A.E. (Maint) W.W. WS South**

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**Subject** : Work of refilling and leveling discarded flow meter chambers and valve gallery up to ground level at Pali Hill Reservoir, Bandra (W) under A.E. (M) W.W. S Division.

## **TECHNICAL SPECIFICATIONS**

The quotation is prepared on the basis of Unified Schedule of Rates and specifications 2023. The specifications of the items of USOR are available on BMC portal <http://portal.mcgm.gov.in> under the Tender tab. Hence the deserving quotationer shall either download the same from BMC portal or the same may be collected in the soft copy format at the time of purchasing the quotation from this office. The rates shall be based on Unified Schedule of Rates for Common & Building Construction Works and Roads Department 2023 with all addendums & subsequent addendum if any.

## **OTHER TERMS & CONDITIONS FOR THE WORK**

- 1) **Work Schedule Intimation** : The contractor will be notified of the exact date and time to commence work at least one day in advance. Upon receiving this intimation, the contractor must promptly arrange for the transportation of all necessary machinery, accessories, and manpower to the site, ensuring their availability before the scheduled isolation time. All related expenses shall be the responsibility of the contractor.
- 2) **Execution of Work** : Filling with murum, consolidating each layer by rolling or compacting with appropriate equipment to achieve the required density as per relevant IS standards. The contractor must successfully execute the specified work as outlined in the contract. It is the contractor's obligation to meet all work requirements and quality standards.
- 3) **Measurement and Consultation** : The contractor is solely responsible for obtaining the accurate dimensions of the chambers. This must be done in consultation with the engineers of the division to ensure precise measurements and adherence to specifications.
- 4) **Machinery and Accessories** : The successful contractor must arrange for all necessary machinery and accessories required to perform the work. These must be of appropriate standards and in good working condition to ensure the quality and efficiency of the work.

Sd/-  
S.E. (Maint)

Sd/-  
A.E. (Maint) W.W. WS South



## **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineer's Department)

**Subject** : Work of refilling and leveling discarded flow meter chambers and valve gallery up to ground level at Pali Hill Reservoir, Bandra (W) under A.E. (Maint) W.W. South Division.

### **SCHEDULE OF QUANTITY & RATES**

(FOR INFORMATION PURPOSE ONLY, ACTUAL RATES SHALL BE FILLED ONLINE)

Sr.	Description	Quantity		Rate	Per	Amount
1	<b><u>R3-CS-EW-12</u></b> Filling in plinth, floors, trenches, pits with approved contractor's murum in layers not exceeding 200mm including breaking of clods, watering, consolidating each layer in filled up area by rolling and compacting with roller/ plate compactor as required to achieve not less than 97% modified proctor density conforming to relevant IS etc. complete as directed by Engineer In charge. The rate includes necessary soil testing charges at laboratory & field as per relevant I.S. codes, royalty, octroi and other taxes if any. (Note: Borrow areas selected by CONTRACTOR shall be got approved from Engineer In Charge, before executing the work) 1) The rate includes the royalty and other taxes if any.	164.00	CUM	₹ 1,038.00	CUM	₹ 1,70,232.00
2	<b><u>R3-CS-FL-01-c</u></b> Providing and laying polished natural stone as specified below (Machine cut) of an approved quality and size for paving /flooring in plain and/or diamond /approved pattern including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, machine polishing at site, curing, finishing, etc complete as directed by Engineer In Charge 25 to 30 mm thk. Kota stone of size 0.430 m x 0.5 6m (17"x22")	16.00	SQM	₹ 1,508.00	SQM	₹ 24,128.00

Sr.	Description	Quantity		Rate	Per	Amount
3	<b><u>R3-RW-5-01</u></b> Supplying & spreading of one or more layers of compacted crushed coarse agg. with alternate application of bituminous binder & key aggregate with the requirements of MORTH, Rolling with 10/12 MT roller using VG-30 grade bitumen (1% Antistripping agent) to serve as base course and inconformity with the line, level and cross sections shown on the drawings or as directed by the Egg., thickness of individual course shall not exceed 75 mm.	90.00	SQM	₹ 615.00	SQM	₹ 55,350.00
<b>Estimated Cost of the Work (Excluding GST)</b>						<b>₹ 2,49,710.00</b>
I / We have carefully gone through the Schedule of quantities, rates and hereby agree to carry out the work mentioned above at the rates given below						
_____ % Discount / Par / Premium (In words : _____ )						₹ _____
Add Premium / Less Rebate						
Total Cost of the Work (Excluding GST)						
<b>In words - Rupees :</b>						

**TRADING UNDER THE NAME & STYLE OF**

Quotationer's name, address & telephone no.

**Note :** Rates shall be inclusive of all the duties, levies and the taxes etc. (except GST)

## **INFORMATION TO BE FILLED IN BY THE QUOTATIONER**

- 1) No : \_\_\_\_\_
- 2) EMD amount & receipt no : Rs. \_\_\_\_\_ & \_\_\_\_\_ dtd \_\_\_\_\_  
with date
- 3) Quotationer's Name : M/s. \_\_\_\_\_
- 4) Quotationer's address & : \_\_\_\_\_  
contact numbers : \_\_\_\_\_  
: \_\_\_\_\_
- 5) If it is proprietary concern ? : Yes / No  
if so, name of the owner : \_\_\_\_\_
- 6) If it is partnership concern ? : Yes / No  
If so, name of each partner : 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_
- Partnership deed and copy : Yes / No  
of registration certificate  
enclosed?
- 7) If it is a Company? : Yes / No
- 8) If so, documentary proof to : Yes / No  
show that the company is  
registered is enclosed ?
- 9) E-mail id : \_\_\_\_\_
- 10) Vendor Code No : \_\_\_\_\_
- 11) Name of the Bank : \_\_\_\_\_
- A Branch : \_\_\_\_\_
- B Address : \_\_\_\_\_  
: \_\_\_\_\_
- C Bank Account No : \_\_\_\_\_
- 12) Whether registered under : Yes / No.  
G.S.T. Act, 2017

- 13) **Registration must be** : Registration No : \_\_\_\_\_  
**Effective on date of**
- 14) **Certificate in support of** : Yes / No  
**above if registered is**  
**enclosed?**
- 15) **The certification of PAN** : Can be done by any of the following authorities:  
**document and Photographs**  
a) Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his stamp but without red seal)  
b) Gazetteer Officer  
c) Any officer of the rank Asstt. Engineer / Administrative Officer and above of MCBM
- 16) **Certificates / documents in** : Yes / No  
**support of above enclosed?**

If above information is already on enclosed letter head, no necessity to furnish the same here  
(Please do not fill above information, if furnished on letter head.)

If the vendor changes the Bank or the Branch he should immediately inform office of AO  
(FAR), in writing

**Signature of authorized person  
of concern Company / Quotationer**

# **CONTRACT AGREEMENT FORM**

Quotation \_\_\_\_\_ dated \_\_\_\_\_

Dy. HE (Maint) / H.E.'s sanction No. \_\_\_\_\_

Contract for \_\_\_\_\_

\_\_\_\_\_ This

agreement made this day of \_\_\_\_\_

between Inhabitants of M/s \_\_\_\_\_

carrying on business at \_\_\_\_\_

in \_\_\_\_\_ 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 expressions are included, unless the inclusion is inconsistency with the, context or meaning thereof, his successor or successors for the time being holding the office of the Dy. Municipal Commissioner of the Second Part and the Municipal Corporation of Brihan Mumbai (hereinafter called "the Corporation") of the third part. WHEREAS the Contractor has quoted for the works described above and his quotation has been accepted by the Commissioner (with the approval of the standing committee of the Corporation) NOW THIS AGREEMENT WITNESSES as follows: -

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a) The said quotation and letter of acceptance
  - b) The Specifications
  - c) The conditions of contract
  - d) The appendices
  - e) The Schedule of Prices
  - f) Instructions to quotationer.

- 3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of

\_\_\_\_\_

\_\_\_\_\_

in conformity in all respects with the provisions of the contract.

- 4) The Commissioner hereby convenient to pay to the Contractor in consideration of carrying out the work of

\_\_\_\_\_

the Contract Price at times in the manner prescribed by the Contract.

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

Signed and delivered by the

**Contractor** \_\_\_\_\_

Trading under the name  
Contractors.

in the presence of & style of

Full name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by Dy. Municipal Commissioner

\_\_\_\_\_

\_\_\_\_\_

in the presence of

**Dy. Municipal Commissioner**

The common seal of the Brihanmumbai Municipal Corporation  
was hereunto affixed on the \_\_\_\_\_ / 2024 in the  
presence of two members of the standing committee of the  
Corporation.

1) \_\_\_\_\_ 1. \_\_\_\_\_

2) \_\_\_\_\_ 2. \_\_\_\_\_

and in the presence of the Municipal Secretary

\_\_\_\_\_

**Municipal Secretary**

**Note :** The successful quotationer will have to pay for preparing contract documents and stamp duty as mentioned in  
Quotation documents.

**A.E. (Maint) W.W. WS South**

**E.E.(M)M.W.**

**Dy.H.E.(Maint.)**

**H.E**

## **UNDERTAKING FOR BEST PRICE**

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

**Sub:** \_\_\_\_\_

To,  
The Municipal Commissioner  
For the Brihanmumbai Municipal Corporation

**Sir ,**

“I / We .....( Full Name in capital letters starting with surname ), the Proprietor / Managing Partner / Managing Director / Holder of the Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company , named herein below , do hereby , state and declare that I/We ----- whose names are given herein below in details with the addresses have not filled in this quotation under any other name or under the name of any other establishment / firm or otherwise , nor are We in any way related or concerned with any establishment / firm or any other person , who have filled in the quotation for the aforesaid work.”

“ I / We do hereby further undertake that, we have offered the best prices for the subject supply / work as per the present market rates. **Further , we do here by undertake and commit that we have not offered / supplied the subject product / similar product / system or sub system in the past one year in the Maharashtra State for quantity variation upto - 50% or + 10 % at a price lower than that offered in the present bid to any other outside agencies including Govt. / Semi Govt. agencies and within the BMC also.** Further, we have filled in the accompanying quotation with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting , for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this quotation.

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

However , in case of price difference, if it is a result of differential tax structures, different dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, black-listing, I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has been arisen.

In case if the explanation submitted by me / us is unsatisfactory then action including forfeiture of despoite and black-listing may be taken against me/us.

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

## **UNDERTAKING CUM INDEMNITY BOND**

**(On stamp Paper of Rs.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 quotationer'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 quotation procedure if the  
said information is found incorrect, it should be lawful for the BMC to forthwith debar me / us from  
the quotation 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 – A 1**

**IRREVOCABLE UNDERTAKING**

**(On stamp Paper of Rs.500/- 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 at**

**DEPONENT**

**This day of**

**BEFORE ME**

Interpreted Explained and Identified by Me.

**UNDERTAKING FOR THE SITE VISIT**

(To be submitted on the letterhead of quotationer while uploading quotation in packet A failing which quotationer shall be treated as non-responsive)

I, Mr. (Name of person) \_\_\_\_\_ of M/s. (Name of Firm / Company)  
\_\_\_\_\_ having my office at (Address) \_\_\_\_\_

do hereby state & undertake as Follows:

I say that, I have purchased the quotation for the work of \_\_\_\_\_  
having bid invitation No \_\_\_\_\_ for the Brihanmumbai Municipal Corporation. I  
Confirm that I have visited/inspected the site of work before the submission of the quotation on date  
\_\_\_\_\_ & understood the entire scope of work. Considering all probable difficulties as could  
be reasonably foreseen by us as an experienced contractor, I wish to execute the said work as per  
the terms and conditions of the tender. This is to re-affirm that, all the conditions of contract shall be  
binding on us.

**Place :**

**Date :**

**(Name, Seal & Authorized signatory of the quotationer)**

Before me,

**(Name, Designation, Sign & stamp of BMC Site Engineer)**

## **UNDERTAKING**

To,

**The Municipal Commissioner,**

Brihanmumbai Municipal Corporation,

**Mumbai – 400 001.**

Sir,

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

Yours faithfully,

**Quotationer's Signature & Office Stamp**

**Quotationer's full address & Tel. No.**