

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**PUBLIC HEALTH DEPARTMENT**  
**Kasturba Hospital, Chinchpokali, Mumbai-400 011**  
**e-PROCUREMENT QUOTATION NOTICE**

**No. HO/ 5283 /KH Dt. 28.09.2022**

The Commissioner of Brihanmumbai Municipal Corporation invites e-quotation as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical) & Packet-C (Commercial & Folder “c”) from registered vendors of medicine supplies. The E-Quotation copy can be downloaded from BMC portal (<http://www.mcgm.gov.in>) under e – procurement section after the online payment of scrutiny fee.

All interested bidders whether already registered or not registered in BMC are mandated to get registered with BMC for e-Quotation process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under ‘e-Quotation’ tab. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in ‘e- Quotation’ tab.

The bidders can get digital signature from any one of the Certifying Authorities (CA’s) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. BMC has also opened a Help-desk at the CPD’s office to help the vendors in this regard.

Sr. No	Description	E-Quotation Price (Rs.)	EMD (Rs.)	Start Date and Time of online E-Quotation Downloading	End Date and Time of online E-Quotation Submission
1	Purchase of Reagents Pack-HDC Lyte Plus-LR for Biochemistry Laboratory at Kasturba Hospital. <b>Quantity – 09</b> Bid No. :- 7200036806	Rs. 220/- + GST 18%	Rs. 6,000/-	29.09.2022 At 11.00 Hrs.	05.10.2022 At 12.00 Hrs.
	Date of opening of Packet “A” : 06.10.2022 at 15.00 hrs.				
	Date of opening of Packet “B” : 06.10.2022 at 15.10 hrs.				
	Date of opening of Packet “C” : 07.10.2022 at 15.00 hrs.				

Note: Last date for on line payment of Earnest Money Deposit (EMD) is, on or before End Date and time prescribed.

The e-Quotation document is available on BMC portal (<http://www.mcgm.gov.in>) along with this e-Quotation notice. However, the e-Quotation shall have to pay "e-Quotation price" through online payment gateway before downloading and uploading the e-Quotation document in SRM Module.

**Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The vendors do not having standing deposit shall have to pay full EMD amount online.**

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the e- Quotation or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the E-Quotation(s) without assigning any reason at any stage.

e-Quotation shall note that any corrigendum issued regarding this e- Quotation notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.

**By Order of the Municipal commissioner**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Medical Superintendent  
Kasturba Hospital**

Address for Communication and Venue for opening of bid:-

**Office of Medical Superintendent**

Kasturba Hospital,

Sane Guruji Marg,

Chinchpokli,

Mumbai – 400 011

e-mail :- [ms01kasturba.phd@mcgm.gov.in](mailto:ms01kasturba.phd@mcgm.gov.in)

Tel no. 022-23027700

**For detailed Quotation document please scroll down**

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**PUBLIC HEALTH DEPARTMENT**  
**KASTURBA HOSPITAL**  
Chinchpokali (W), Mumbai-400011.  
**e-Quotation**

Bid No.: 7200036806

**Office of the  
Medical Superintendent  
Kasturba Hospital,  
Chinchpokali (W), Mumbai-400011**

**1. Sub : e-Bid/Quotation for the Purchase Reagents Pack-HDC Lyte Plus-LR 09 Nos. for Biochemistry Laboratory at Kasturba Hospital.**

Gentleman,

The Medical Superintendent Kasturba Hospital, Chinchpokali (W), on behalf of Municipal Commissioner invites e-Bid/Quotations for the work specified in subject above.

If you have all or any item in stock OR are in capacity to carry out the work then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Quotation need to be submitted on /before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Quotation opening when the relevant details will be read out.

**SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF BMC**

**1. Earnest Money :-**

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through BMC's SRM Portal along with the submission of the bid online.

If during the Bid/Quotation's validity period, the Bidder withdraws his Bid/Quotation, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/Quotation/s for further works of the Brihanmumbai Municipal Corporation.

The successful Bid/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/Quotation deposit/guarantee.

**2. Submission of Bid/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 "*BMC documents*" folder of the respective E-Bid/Quotation on BMC portal, is/are part of Bid/Quotation, unless stated otherwise in the Bid/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/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/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/Quotation documents shall be immediately informed to concerned help desk.

**3. Submission of the Bid/s :-**

The e-Bid/Quotation shall be submitted in packets/folders i.e; Technical Bid / Documents in folder "*Bidder Documents - Packet 'A & B'*", while price/rates/commercial offer in "Item Data" online. Upload the e-Bid/Quotation (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named "Bidders Documents". System will prompt for digital signature certificate while uploading these documents.

**4. Packet Bid System:-**

In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Quotation i.e; eligibility criteria / per-qualifying criteria etc. bid documents in Packet/Folder 'A cum B' & commercial bid/rate in "*Item Data*" / "*Packet C*". All the packets/folders shall be filled as follows.

**5.1) Folder for "Bidder Documents – Packet A & B"**

**PACKET "A" (Eligibility criteria) :-**

Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria, specified if any.

**PACKET "B" (Technical Bid) :-** Packet "B" shall contain following documents :-

- (1) Registration certificate for Brihanmumbai Municipal Corporation Registered Contractor.
- (2) The Bidder must scan and upload his original certificate of registration of GST issued by Govt. authorities in prescribed form.
- (3) Upload the "PAN Document" as follows.
  - 3.1) Bidder should scan and upload his own "PAN Card" in case of Retailer/Dealer/Supplier/Distributor, etc.
  - 3.2) In case of Company or firm the Bidder should scan and upload ;
    - (3.2.1) 'PAN' Card of proprietor in case of proprietary or ownership firm.
    - (3.2.2) 'PAN' Card of a company in case of private limited Co.
    - (3.2.3) 'PAN' Card of a firm in case of partnership Firm.
    - (3.2.4) The Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/The Maharashtra Co. Op. Societies Registration Act 1960 (whichever is applicable) has to scan and upload the PAN Card of Sansthas/Society or Trust only.
  - 3.3) However, in case of public limited companies, semi-govt. undertakings, govt. undertaking, no 'PAN' documents will be insisted.
- (4) e-Bid/Quotation document except Schedule of quantities & rates.
- (5) Certified copies of documents specified in the e-Bid/Quotation document.
- (6) Certified documents in concerned with specified Pre-qualification or Eligibility criteria.

**5.2) ITEM DATA ( i.e. Commercial Bid):-** It shall contain the following documents :-

- a) Fill the rate/s as per type of Bid/Quotation/bid i.e; 'Item rate bidding' OR 'Percentage rate bidding' in section named ITEM DATA of said online E-Bid/Quotation.

- b) In case of 'Percentage rate bidding' Bid/Quotation, if the rebate/discount offered is more than 12% than office estimate, Demand Draft towards Additional Security Deposit (ASD) for the requisite amount as per formula indicated below, shall be paid through BMC's SRM Portal along with the submission of the bid online.
- c) In case of 'Percentage rate bidding' Bid/Quotation, Rate analysis for major item/s in BOQ, shall be uploaded if the cost variation is very high i.e; to the tune of plus or minus 15 % or more.

### **ADDITIONAL SECURITY DEPOSIT (ASD) CALCULATION**

(i) Over and above the earnest money, Bidder quoting the rebate more than 12% on office estimate shall have to pay additional security deposit in the form of Demand Draft valid for 6 (six) months from the date of submission of Bid depending upon the amount calculated as per following formula.

**Formula : Additional Security Deposit = 1 (X/100) x office estimated cost**

Where 'X' = percentage rebate quoted on Office Estimate by the Bidder minus 12%

For example ;

If the Bidder desires to quote percentage rebate 25 (twenty five) percentage then the additional security deposit shall be worked out as under :-

$$= 1 \times \frac{(25 - 12)}{100} \times \text{office estimated cost}$$

(ii) The required ASD amount as per above formula, must be paid by the bidder, like that of the payment of EMD, through BMC SRM Portal along with the submission of the bid online.

(iii) This additional security deposit will not carry any interest.

(iv) The additional security deposit of the successful Bidder shall be refunded only on finalization of final bill, settlement of accounts of work by the contractor in all respects or after the completion of defect liability period whichever is later.

#### **5. Opening of Bid/Quotation :-**

Authorized representative may attend the Bid/Quotation opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e; Commercial Bid will be opened.

#### **6. Filling up the Bid/Quotation :-**

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the BMC portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-Bid/Quotation is opened and/or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate "Deviation sheet", which if found not-filled / blank, shall be considered as "No Deviation"

#### **7. Rates / Prices :-**

Rate/s OR Percentage shall be filled only in "ITEM DATA" 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.

#### **8. Conditional Bid/Quotation rates :-**

Bid/Quotation/s containing contradictory onerous and vague Stipulation and hedging conditions such as "subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations", etc. are liable to be rejected.

**9. Digital Signing of e-Bid/Quotation Document :-**

Bidders are requested to sign the e-Bid/Quotation form, specifications and schedule of Quantities and Rates and relevant documents etc. after making appropriate entries wherever necessary. If the e-Bid/Quotation is made by an individual it shall be signed with his full name above his current address.

If the e-Bid/Quotation is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the e-Bid/Quotation is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Quotation.

If the e-Bid/Quotation is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Quotation in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-Bid/Quotation is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid/Quotation, shall be furnished along with the Bid/Quotation.

**10. Modifications of Documents :-**

Modification/s of specifications and/or extension of the closing date of the e-Bid/Quotation if required, will be made by an addendum, which will be published online on BMC portal. These shall be digitally signed and shall form a part of the e-Bid/Quotation.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

**11. Taxes and Duties on material :**

For an indivisible Works Contract, taxes are not separately payable by the Corporation. Bidder/Contractor is therefore, requested to quote his rates / percentages taking into consideration the existing taxes, duties etc. The same will not be reimbursed to the Contractor at actual.

All charges on account of Octroi terminal or Sales Tax and other duties of material obtained from the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of works Contract (re-enacted ) Act shall be borne by the Contractor.

All rates shall be inclusive of all duties such as Customs, Excise, Octroi etc. When the Bidder proposes to charge these duties extra, the percentage and amount of each of these duties should be clearly stated in statement on letter head to be uploaded in *Bidders Documents*. Bid/Quotation that are vague in this respect, will be rejected. Where no mention of aforesaid duties is made by the Bidder, it will be presumed that the same are either not applicable or will be paid by the Bidder. No subsequent claims for payment of the said duties will be entertained.

**12. Evaluation of Bid/Quotation :-**

In comparing Bid/Quotations, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the Bidder's capacity to perform vis-à-vis the time of completion, apart from the prices offered

**13. Payment Terms :-**

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/ invoice. Intending Bidders are informed that the payment of the bills and other claims arising out of the contract will be made in the name of their bank by ECS only. Successful Bidder therefore will have to furnish the information as regards the name and complete address of their Bank, by filling ECS form. They will also have to submit fresh information when there is any change in these regards. They may submit fresh information for payment through NEFT & RTGS mode regarding MICR code, IFSC code, account number etc.

**14. Validity :-**

The Bid/Quotation shall remain firm and valid at least for **120 days** i.e.it will be valid up to 120 days from the date of opening the Bid/Quotation.

**15. Completion / Delivery period :-**

The period of delivery of article or completion of work shall be **30 Days** from the date of receipt of work order including that day and the site inspection. If according to Bidder, this period should be more, he should state specifically with reasons the period required by the Bidder.

**16. Guarantee :-**

The successful Bidder will have to furnish free maintenance guarantee. Municipal prescribed form affixed with a separate affidavit stamp of Rs.200/- thereon for 12 calendar months from the date of supply commencing of or completion work for any manufacturing defect, faulty Workmanship and parts used in the work.

**17. Penalty :-**

The final decisions of charging penalty and rate thereof vests with the authorities. However, the amount of penalty shall be subject to maximum of 10 % of the total contract value or such small amounts shall be fixed by the authorities. Penalty will be charged as under ;

**(A) Penalty for Delay:-**

Penalty for delayed supply, erection, testing and commissioning (Beyond original contract period) shall be calculated at the rate of half percentage per week or part thereof of the contract value of part delayed subject to max. limit of 10% of contract value. The contract value for calculating penalty on stages of delay in submission of drawings, supply of materials, installation/execution, testing and commissioning of the material/system will be reckoned as under :-

- |   |                           |
|---|---------------------------|
| i. Delay in submission of layout and drawings             | -- 10% of contract value. |
| ii. Delay in supply of material/system                    | -- 50% of contract value. |
| iii. Delay in erection of material/system                 | -- 30% of contract value. |
| iv. Delay in testing and commissioning of material/system | -- 10% of contract value. |

OR AS PER CLAUSE NO. \_\_\_\_\_ MENTIONED IN TENDER SPECIFICATION

**(B) Penalty For Defects And Lapses Observed:-**

**For "Supply" Type Bid :-** In case the contractors at any time during the continuance of these present supply of the material mentioned in schedule is rejected because of inferior quality, the commissioner reserves right to levy penalty for such inferior supply from contractor, not exceeding 20% of the cost of the supplied material. The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Brihanmumbai Municipal Corporation.

**(C) Penalty for Delay in submission of Bills :-**

If the contractor fails to submit their bills to concerned executing department for the completed work / supply running bill within 15 days, penalty or action as shown below will be taken for each delayed bill.

1	After 15 days from the date of completion / running bill upto certain date, upto next 15 days i.e. upto 30 days.	Equal to 5% of bill amount.
2	Next 15 days upto 45 days from the date of completion / running bill upto specified date.	Equal to 10% of bill amount.
3	If not submitted within 45 days from date of completion / R.A. Bill.	Bill will not be admitted for payment.

**18. GENERAL CONDITIONS OF THE CONTRACT :-**

- 19.1) The work/s to be carried out under this contract, shall except or otherwise provided in these conditions include all labour material, tools, plant, equipment and transport which may be required its preparation of and for and it the full and entire execution and completion of the works. The description given in the schedule of works / items / quantities and the bills of quantities shall unless otherwise stated be held to include waste on materials, carriage and cartage, fitting and fixing it position and all other labour necessary in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.
- 19.2) The Bidder shall include all taxes, duties, and levies. No charges will be paid extra due to ignorance on the part of the Bidder.
- 19.3) The successful Bidder shall carry out any civil or other minor repair work, not specified specifically but required for satisfactory completion of work, as directed by site engineer & without any cost to BMC i.e. at no extra cost.
- 19.5) The successful Bidder will be solely responsible for any damages to the Municipal property, accidents and injurious to human life of contractor's labourers or Municipal labourers. Reinstatement of damage property and / or arrangement for the compensation to any loss or damages to human life or site, if caused, shall be reasonability of successful contractor.
- 19.6) **Document named "UNDERTAKING" attached in Bid/Quotation, shall be duly filled on Rs.500/- indemnity bond & same shall be uploaded. Offer will be treated as non responsive, if the same valid undertaking is not uploaded with bid submission.**
- 19.7) **Site inspection will be allowed to only vendor/bidder who has downloaded/procured the BMC Bid/Quotation by paying prescribed E-Bid/Quotation price. The proof of which (i.e. notification of successful net-banking payment) shall be brought for site inspection. The site inspection is allowed only on the specified date mentioned in the Bid/Quotation notice.**
- 19.8) It is essential on the part of the Bidder to collect full details/specifications of the material to be supplied & work/s to be executed from the office of Medical Superintendent Kasturba Hospital.
- 19.9) The undersigned on behalf of Municipal Commissioner reserves the right to accept or reject, any or all Bid/Quotation/s, full or in part, without assigning any reason thereof.
- 19.10) Duly filled **CONTRACT AGREEMENT FORM** (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.
- 19.11) Supply should be made in Central Analytical Laboratory at Kasturba Hospital, Chinchpokali, Mumbai - 400011.



- 19.12) The offer should be inclusive of all taxes. (i.e; GST / Delivery charges etc.). Subsequent increases in the price /cost due to any reasons will not be entertained.
- 19.13) The undersigned has reserved all rights to reject any offer without assigning any reasons to the quotationer/s.
- 19.14) As per Circular of legal department Circular No - 10318 Dt. 24.03.2022 successful Quotationer should pay Rs.10,380/- for Legal and Stationary Charges.
- 19.15) "BMC SUPPLY NOT FOR SALE" is compulsory on the product.

**Medical Superintendent**  
**Kasturba Hospital**

**Check list of Documents to be uploaded in PACKET 'A' and PACKET 'B'  
as per the order given below.**

<b>Sr. No.</b>	<b>PACKET 'A' Description of Document</b>	<b>Sr. No.</b>	<b>PACKET 'B' Description of Document</b>
1.	<b>IRREVOCABLE UNDERTAKING</b>	1.	Experience Certificate
2.	PRO-FORMA for uploading details of EMD / EMD Receipt	2.	The kit shall made all the requirements set out as per standards.
3.	Signed copy of E-Quotation Document (Schedule of Specifications, Mandatory Conditions)		
4.	Firm/Company/Registration Certificates and Partnership deed		
5.	Pan Card with Photograph.(Only for Indian Bidder)		
6.	GST Registration Certificate as applicable		

**Full Signature of the Quotationer with  
Official Seal & Address**

To,  
Medical Superintendent,  
Kasturba Hospital  
Sane Guruji Marg,  
Mumbai - 400 011.

Sir,

I/We have read all the Terms & Condition as stipulated in the above E-Quotation notice and accept the same.

Yours faithfully.

Quotationer's Signature, Address,  
Office stamp & Telephone No., if any

Copy to:

M/s .....  
.....  
.....

**ANNEXURE**

**(to be submitted on Stamp paper / Franking of Rs.500/-)**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**KASTURBA HOSPITAL**

**SANE GURUJI MARG, MUMBAI – 400011.**

**CONTRACT AGREEMENT FORM**

Tender / Quotation \_\_\_\_\_ Dated \_\_\_\_\_ Director (M.E.&M.H.) — sanction /Addl.  
Municipal Commissioner (WS) \_\_\_\_\_ / PO NO  
\_\_\_\_\_ dt \_\_\_\_\_, Contract for the work of supply of  
\_\_\_\_\_ is agreement made this day  
of \_\_\_\_\_ between inhabitants of  
\_\_\_\_\_ carrying on business  
at \_\_\_\_\_  
\_\_\_\_\_ under the style and name of M/S. \_\_\_\_\_ (hereinafter called "the Contractor") of  
the one part and Shri. \_\_\_\_\_ The Hon. Municipal Commissioner  
(Hereinafter called "The Commissioner" in which expressions are included, unless the inclusion is  
inconsistency with the context or meaning thereof his successors for the time being holding the office of  
the Commissioner of second part and the Brihanmumbai Municipal Corporation (hereinafter called "the  
Corporation") of the third part WHEREAS the contractor has tendered for 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 AGREEMENT WITNESS as follows :-

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.

The following documents shall be deemed to form and be read construed as part of this agreement viz.

- a. The said Tender and letter of acceptance
- b. The specifications
- c. The Conditions of Contract
- d. The appendices
- e. The Performance Security
- f. Instructions to tenderers

3) In consideration of the payment to be made by the Commissioner to hereby consent with the  
commissioner to carry out the work \_\_\_\_\_ in conformity in all  
respects with the provisions the contract.

4) The Commissioner hereby convent to pay to the Contractor in consideration 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 seal the day and year above written.

Signed and delivered by the

Contractor \_\_\_\_\_

\_\_\_\_\_

in the presence of & style of

\_\_\_\_\_

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

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trading under the name  
Contractors.

Medical Superintendent

in the presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The common seal of the Brihanmumbai  
Municipal Corporation was hereunto  
affixed to the \_\_\_\_\_  
\_\_\_\_\_20 \_\_\_\_ in the presence of  
two members of the standing  
committee of the corporation.

\_\_\_\_\_

\_\_\_\_\_

and in the presence of the Municipal Secretary

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**ANNEXURE - A**  
**IRREVOCABLE UNDERTAKING**

**(TO BE GIVEN BY QUOTATIONER WITH STAMPDUTY OF RS.500/-)**

Shri./Smt/\_\_\_\_\_ aged \_\_\_\_\_ yrs., Indian habitant, Proprietor / Partner / Director of M/s.\_\_\_\_\_ resident at \_\_\_\_\_ do Hereby give irrevocable undertaking as under;

A) 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 onto BMC by way of commensurate reduction in prices.

B) I further say & undertake that I understand that in case the same is not passed on & 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 Council.

C) 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.

D) If I fail to compliance with the provisions of 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

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**UNDERTAKING CUM INDEMNITY BOND**

**[To Be Submitted By Quotationer with stamp duty of Rs. 200/-]**

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

Subject: E-Quotation u/no. \_\_\_\_\_

Sir,  
I/We \_\_\_\_\_ agree and undertake that I/We are registered vendor of Brihanmumbai Municipal Corporation (i.e.BMC) having registration/vendor no. \_\_\_\_\_ and I/We have read the terms and conditions as stipulated in above said E-Quotation at the subject. and will work/supply as per said terms & conditions by accepting them.

I/We further 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 Undertaking and I/We will, without fail, communicate or inform BMC, if my/our firm comes under such or any other penal action/s.

I/We further agree and undertake that, at any stage of tendering procedure, if any information given by me/us in this tender is found false or incorrect, it should be lawful for BMC to forthwith debar me/we from tendering procedure and initiate appropriate penal action.

I/We also 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 Brihanmumbai Municipal Corporation for any such losses or inconvenience cause 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.

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

Yours faithfully,

\_\_\_\_\_ (Signature of Competent Authority)

Mr. \_\_\_\_\_ (Name of Competent Authority)

M/s \_\_\_\_\_ (Name of Quotationer)

**Quotationer’s Full address & Telephone No.,**

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**Quotationer’s Seal / Office Stamp**

**Signature & Office Stamp**