

BRIHANMUMBAI MUNICIPAL CORPORATION

(Sewerage Operations Department)

QUOTATION DOCUMENT



Name of Work : Supply of traffic cones for the site work under divisions & control under E.E.Mech.(M.S.)W.S.

Quotation ID : 2025_MCGM_1140672_1

Due Date : 30.01.2025

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

**Office of the
Executive Engineer Mechanical (Main Sewer) W/Subs
Versova Sewage Pumping station,
Jn. Of J. P. Road & Link road,
Andheri (W), Mumbai-400 053**

sd/-
S.E.(Workshop & Stores)

sd/-
A.E.Mech.(M.S.)W.S.

sd/-
E.E.Mech.(M.S.)W.S.

BRIHANMUMBAI MUNICIPAL CORPORATION

(Sewerage Operation Department)

E-quotations are invited for the “Supply of traffic cones for the site work under divisions & control under E.E.Mech.(M.S.)W.S.”

- 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/Quotation form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender/Quotation Online. Also, he has to download the quotation application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- 2) For purchasing the quotation documents, the bidders 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/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 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 / literature etc., enclosed in Packet ‘A’ & offer price in Packet ‘B’.
- 3) The applicants interested in the above referred works may contact the Executive Engineer Mechanical (Main Sewer) W/Subs at the following address on any working day during office hours.

**Executive Engineer Mechanical (Main Sewer) W/Subs
Versova Sewage Pumping station,
Jn. Of J.P. Road & Link road,
Andheri (W), Mumbai-400 053**

- 4) The Tender fee of Rs. 330/- + 18% GST (9 % CGST+ 9 % SGST) should be paid online on MahaTender Portal by quotationer, as per circular u/no. CA/FRG/09 dated 04.10.2024. The copy of the Tender fee paid receipt shall be uploaded along with the other relevant documents on website, while uploading the quotation document. These charges are non-refundable.
- 5) While submitting duly filled quotation document through <https://mahatenders.gov.in>, quotationer needs to pay total EMD amounting to **Rs. 2,000/-** online. Quotationers are required to pay the online EMD till due date of quotation. The copy of the EMD paid receipt shall be uploaded along with the other relevant documents on website, while uploading the quotation documents. Quotationer registered in BMC with adequate standing deposit, also need to pay the EMD for this quotation
- 6) The Quotation shall be out rightly rejected if it is not accompanied by the Earnest Money Deposit in both forms as mentioned above.
- 7) **Post Qualifying Criteria (Eligibility):**

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

The quotationer shall have carried out “**Supply of safety items**” within BMC/ Government / Semi-Government organization in last seven financial years ~~and shall possess valid PWD~~ **Contractors electrical License**. Documentary proof of Work Orders along with completion certificate for supply ~~work~~ should be furnished for same. The copy of the work order along with completion certificate shall be uploaded with quotation documents.

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

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 (QUOTATION FORM) in draft quotation addressed to the Municipal Commissioner.
- b) The specifications / data sheet
- c) Information form (Appendix A) (Name and the address of all the partners shall be given in the space provided thereof), Appendix E (Undertaking for Best price) & Appendix D (Undertaking Cum Indemnity bond).
- 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 Post Qualification Criteria (Eligibility).

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 capacity with respect to Eligibility Criteria as stipulated in the quotation.

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/non-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).

Note:-1. No rejections or forfeiture shall be done in case of curable defects. The quotationer will be made non-responsive and price packet (Packet B) of non-responsive bidder will not be opened. However there will not be any forfeiture of EMD. The cases wherein if the shortfalls are not complied by a quotationer, will be informed to concerned Dy.Ch.E.(S.O.). Such non submission of documents will be considered as "Intentional Avoidance" and if three or more cases in SIX months are reported, shall be viewed seriously

and disciplinary action against the defaulters such as banning shall be taken with due approval of the concerned D.M.C.

Note-2. The guidelines as per BMC Circular No. CA/Finance/Project/19 dtd. 04.03.2024 will be applicable for EMD payment.

- 12) Taxes:** G.S.T and other state levies/cess which are not subsumed under GST will be applicable. The quotationers 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 available with the bidder will not be claim separately by BMC. However, while quoting the rate, benefit of Input Tax Credit of Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

Wherever the Services to be provided by the Quotationers fall under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

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 and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM).

As per the provision of this section, ‘Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to 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 the provisions of GST Act will be applicable to the quotation

- 13) Period of delivery ~~work~~** shall be specifically stated but shall be **30 Days**.
- 14)** Every quotation shall remain open for acceptance for **90 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 90 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) 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.

21) Penalty/Compensation for delay :

If the contractor fails to complete the works and clear the site on or before the contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as greed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term “Contract Value” shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

a) Completion Period (originally stipulated or as extended) not exceeding SIX months : to the extent of 1% per week subject to maximum 10% of the Contract Cost.

b) Completion Period (originally stipulated or as extended) exceeding SIX months but less than TWO YEARS : to the extent of ½% per week subject to maximum 7½% of the contract cost.

c) Completion Period exceeding TWO YEARS: to the extent of ¼% per week subject to maximum 5% of the contract cost.

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

The amount of compensation may be adjusted / set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

d) Penalty for inferior supply from defaulting contractors / suppliers: - In case the contractors, at any time, during the continuance of these present supply any of the material mentioned in schedules is rejected because of inferior quality, the Commissioner's reserves right to levy penalty for such inferior supply from contractors not exceeding 20% of the cost of supplied material.

- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) If after award of contract, it is found that the accepted violated any of the clauses (24 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.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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" also conditional quotation or stipulates hedging condition / own conditions etc., are liable to be rejected out rightly.

- 32) 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.
- 33) **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.
- 34) Contractors' 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 therein shall be strictly followed by the contractor.
- 35) Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary with red seal and registration number
- 36) The quotationers shall submit **an undertaking cum indemnity bond on stamp paper of Rs. 200/-**
- 37) The **Lowest successful quotationer** shall submit an '**Irrevocable Undertaking**' on **Rs. 500/-** stamp paper, duly notarized as per 'Appendix F' in prescribed format.
- 38) **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 / award of contract.**
- 39) 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.
- 40) 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.
- 41) Contract Deposit will be refunded after completion of Maintenance Guarantee/DLP period.
- 42) **Insurance:** As per Maharashtra Government G.R.No.GEN/1998/1357/Pra Kra-166/98/ UDD-24 of 03.11.2003, the contractor shall execute third party insurance of the contract work from the Directorate of Insurance, Maharashtra State & submit supporting documents to that effect after award of the contract. [Not Applicable]
- 43) **CERTIFICATE OF REGISTRATION UNDER E.P.F.& M.P. ACT & E.S.I.C. ACT.** [Not Applicable]

It is necessary to submit the certificate of registration under E.P.F. & M.P. Act 1952 for the quotationers on whose establishment total labours/persons are 20 or more. If there are less than 20 labours/persons on the establishment of quotationer then quotationer shall submit an undertaking in writing to that effect on the stamp paper of Rs. 100/-.

It is also necessary to submit the certificate of registration under ESIC Act 1948 for the quotationers on whose establishment the total persons are 10 or more (where the production process is taking place with the help of energy in any part of the establishment) OR on whose establishment the total persons are 20 or more (where the process is taking place without the help of energy in any part of the

establishment). However, if there are less than 10 labours / persons on the establishment of quotationers (where the production process is taking place with the help of energy in any part of the establishment) OR if there are less than 20 labours / persons on the establishment of quotationer (where the process is taking place without the help of energy in any part of the establishment), then an undertaking in writing to that effect shall be submitted by the quotationer on Stamp Paper of Rs. 100/-.

sd/-

E.E.Mech.(M.S.)W.S.

APPENDIX 'A'

- a) Quotation No. : _____ of _____
- b) Quotationer's name : _____
- c) Quotationer's address : _____
& Telephone No(s). _____
- d) Whether registered under : Yes / No
GST Act (Registration
must be effective on date
of Quotation) Reg. No. _____
- e) Certificate in support : Enclosed / Not enclosed.
of (d) above if registered.
- f) Banker's Name and Branch : _____
Account No. SB/CB _____

Signature of Quotationer

Trading under the name
and style of

Note :- If this format is not filled in, it will be presumed that the Quotationer is not a registered dealer.

APPENDIX 'B'

Information regarding status of Quotationer

1) (A) Whether it is proprietary concern ? : Yes / No

(B) If so, name of the owner ? :

2) If it is partnership concern, please furnish name of each partner and copy of registration certificate. :

3) In case of company, please furnish documentary proof to show that the company is registered. :

Signature of authorized person
of concern / company

Trading under the name
and style of

BRIHANMUMBAI MUNICIPAL CORPORATION

To,

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

Sir,

I/We read all the terms and conditions in the above notice and accept the same.

"I/We _____ (Full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of Business, for the establishment/firm/registered company, named herein below, do hereby quote _____

_____ for the
"....."
as per the specifications referred to and laid down in quotation and signed by me/us".

I/We _____ 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, now are we in any way related or concerned with the establishment/firm or any other person, who have filled in the Quotation for the aforesaid work."

I/We _____ have filled in the accompanying Quotation with full knowledge of 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 tender/ 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.

Yours faithfully,

Quotationer's Signature
and office stamp

Trading under the name
and style of

Quotationer's full address
and telephone No(s) if any :

M/s. _____

APPENDIX 'C'

LIST OF APPROVED BANKS

- a) The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- b) The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.

37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

APPENDIX 'D'

(On Rs. 200/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under;

1. I declare that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager /Director /Partners /Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Quotationer/Bidder

APPENDIX 'E'

Undertaking for best price

(As per circular u/no. DMC / CPD / OD / 15 Dtd. 06.05.2013, to be submitted along with the quotation on stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

Quotation No. _____

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 tender 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 tender 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 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 Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any

claim for such compensation on any ground whatsoever , I / We agree and undertake that I / We shall not claim in such case any amount , by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.” However, in case of price difference, if it is a result of differential tax structures, different dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, black-listing, I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has been arisen. In case if the explanation submitted by me / us is unsatisfactory then action including forfeiture of despite and black-listing may be taken against me/us.”

Quotationer’s full Signature with full name &
address with rubber stamp.

APPENDIX 'F'

(On Rs. 500/- stamp paper duly notarised)

Irrevocable Undertaking

(As per circular u/n.CA/F/PROJECT/19/DATED.15.09.2017)

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 C.G.S.T. 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 B.M.C. 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, B.M.C. 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 G.S.T. 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 G.S.T. Act, I shall be liable for penalty/ punishment or both as per the provisions of G.S.T. Act.

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

Solemnly affirmed at

This day of

DEPONANT

Interpreted Explained and

Identified by me

BEFORE ME

APPENDIX 'G'

BANKERS GURANTEE IN LIEU OF CONTRACT / SECURITY DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____" Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee

shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____

For Messer's _____

address _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

BRIHANMUMBAI MUNICIPAL CORPORARION

Subject :- Supply of traffic cones for the site work under divisions & control under
E.E.Mech.(M.S.)W.S.

Technical Specifications of Traffic Cone

Specifications for Traffic Cone :-

1. Make :- Nilkamal / Ladwa / Superior Quality
2. Quantity :- 90 Nos.
3. Material :- UV Protected Polyethylene plastic
4. Base of Traffic Cone :- Hexagonal base
5. Colour of Traffic Cone :- Non-fading RED colour
6. The size & weight of traffic cone should be as follows:
Height :- 1000 mm,
Traffic cone weight :- Heavy weight (Minimum 3 kgs)
7. It should be easy for quick set up & take down.
8. It should have white colour reflective bands – 02 nos. of 4 inches each.
Upper reflective band should have message as “ BMC ” & lower reflective band should have message as “ GO SLOW ”. The message should be in RED reflective colour.
9. The certificate of company for its material of construction in LOW DENSITY POLYETHYLENE (LDPE) material shall be submitted by the quotationer along with supply.
10. It should be UV stabilized and made from non-fading ‘RED’ colour.
11. The successful quotationer shall deliver the goods at tool room located at Versova Pumping Station premises at Andheri. Delivery charges shall be borne by the contractor.
12. The supply shall be completed within 30 days from the date of issue of PO.
13. All the charges towards transportation of said traffic cones to the workshop under this section will be borne by successful quotationer.
14. Defective materials received, if any, after delivery, shall be replaced with new one without any extra cost.

sd/-
A.E.Mech.(M.S.)W.S.

sd/-
E.E.Mech.(M.S.)W.S.