



E-Quotation for

Sub:-“Supply and Delivery of Rain Suit for Worli garage staff at Worli Garage under Ex.Eng.(Tr.) City”

Website: mahatenders.mcg.gov.in

Tender ID No. 2024_MCGM_1041744

Due Date :19.06.2024 / 16:00 Hrs.

Office of the Ex. Eng. Tr.(City),
2nd Floor, Worli Garage Bldg,
Dr.E.Mozes Road, Worli
Mumbai – 400018.
Ph.022-24935688/93

BRIHANMUMBAI MUNICIPAL CORPORATION

Dy.Ch.Eng.(SWM)Transport/Ex.Eng.(Tr.)City

Tender ID No. 2024_MCGM_1041744

Due Date:-19.06.2024

E-Quotation

Sub:“Supply and Delivery of Rain Suit for Worli garage staff at Worli Garage under Ex.Eng.(Tr.) City.”

e- quotation shall be submitted through internet on e-procurement system of Government of Maharashtra (Mahatenders) (<https://www.mahatenders.gov.in>), i.e., to upload the scanned copies of documents of Packet A, Packet-B & Packet-C in the prescribed Pro-forma required in the e- quotation up to 16:00 Hrs. on or before due date of quotation.

BRIHANMUMBAI MUNICIPAL CORPORATION

Dy. Ch.E. (SWM) Transport / Ex. Eng.Tr.(City)

Tender ID No. 2024_MCGM_1041744

E-QUOTATION NOTICE

Sub:“Supply and Delivery of Rain Suit for Worli garage staff at Worli Garage under Ex.Eng.(Tr.) City.”

The Municipal Corporation of Greater Mumbai (BMC) invites e-quotation to appoint Contractor for the afore mentioned work from contractors of repute,multidisciplinary engineering organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under Indian companies' Act 2013. The contractors registered with the Bombay Municipal Corporation, (BMC)in **appropriate Class as per old registration and Class as per new registration** and from the contractors / firms equivalent and superior classes registered in Central or State Government/ Semi Govt. Organization /Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) shall be forfeited / recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). The scrutiny fee of Rs.330/- + 18% GST as mentioned in header data shall be paid through challan in BMC's CFCs and follow guidelines as per Circular no. CA/FRG/03 dt 11.05.2023. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-quotation process & obtain login credentials to participate in the online bidding process of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Mahatenders Portal (<https://mahatenders.gov.in>)

Name of Work	Contract Period	Estimated Cost of Work (Rs.)	EMD (Rs.)
“Supply and Delivery of Rain Suit for Worli garage staff at Worli Garage under Ex.Eng.(Tr.) City.”	90 Days	1,55,925/-	3200/-

In terms of the 3 stage system of e-quotation, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs.3200/- (Rupees Three Thousand Two Hundred Only)(the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/ EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gate ways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied the Earnest Money Deposit. The e- quotation is available on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A & B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Ex. Eng. Tr. (City)division .

The Packet C shall be opened if bids submission in Packet A& B satisfies/includes all the requirements and same are found acceptable to the Authority. The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage. The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal. (<https://portal.mcgm.gov.in>) and on the e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

The applicants interested for the above referred works may contact the Executive Engineer Transport (City) at the following address on any working day during office hours.

Office of the
Executive Engineer Transport(City)
Worli Garage Building, Dr. E. Moses Road,
Worli, Mumbai – 400 018.
Ph. No. : 24935688/93

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 concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information

or data given by the Authority. The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof.

The Bidder must produce sample product of IS Standard (Zeel Company) & get approved from BMC officials and approved sample inspection report is to be uploaded in packet beforelast date of submission .If not approved the bid will be treated as NON-Responsive.

e- quotation shall note that any corrigendum issued regarding this e- quotation notice will be published on the BMC portal and on the e-procurement system of Government of Maharashtra (Mahatenders) . No corrigendum will be published in the local newspapers. The information regarding above subject matter is available on Website of BMC. (<https://portal.mcgm.gov.in/tenders>) and on the e-procurement system of Government of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).

Sd/-

Ex.Eng. Tr.(City)

HEADER DATA

Quotation Document No	2024_MCGM_1041744
Name of Organization	Brihanmumbai Municipal Corporation
Subject	“Supply and Delivery of Rain Suit for Worli garage staff at Worli Garage under Ex.Eng.(Tr.) City.”
Cost of Quotation Scrutiny fee	Rs.330/- +18% GST
Bid Security Deposit/EMD	Rs.3200/-
Date of issue and sale of tender	15.06..2024from 11:00 Hrs.
Last date & time for sale of tender &Receipt of Bid Security Deposit	20.06.2024upto 16:00 Hrs.
Submission Deadline of Packet A, B &Packet C(Online)	20.06.2024upto16:00 Hrs.
Opening of Packet A & B	21.06.2024after 16:00 Hrs.
Opening of Packet C	24.06.2024after 15.00 Hrs.
Address for communication	Office of the Ex. Eng. Tr.(City), 2 nd Floor, Worli Garage Bldg, Dr.E.Mozes Road, Worli, Mumbai – 400 018. Tel No.24935688
Venue for opening of bid	Office of the Ex. Eng. Tr.(City)

This e- quotation document isnot transferable.

If any Addendum and /or Corrigendum are issued for the subject e-Quotation, the details of the same will be published /uploaded on the e-procurement system of Government of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).under Quotations > e-Quotation > Quotations. Prospective quotationer are requested to take the note of the same.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/-
Ex.Eng. Tr.(City)

1) **Eligibility Criteria:-**

The Quotationer having past experience of such type of work has to be carried in BMC with valid Authorized document.

2) **Contract period:-**

The Contract period for subject work is 30 working days from the date of receipt of SAP PO / LOA (whichever is earlier)

3) **Validity of the Quotation:-**

The Quotation shall remain firm and valid at-least for **180 days** from the date of opening/submission.

4) The quotationer shall be registered vendor of BMC.

5) **Terms of payment:-**

As per the Municipal procedure the payment for the supply / work done will be made within 30 days from the receipt of the bill subject to satisfactory completion of the supply / work.

6) The Municipal Commissioner does not bind himself to accept the lowest or any Quotation. In case of any dispute, Municipal Commissioner's decision shall be final and binding on all the quotationers.

7) **Warranty:**

For supply / work-

(a) For Supply of Assembly units/ Articles / Materials the Manufacturer's warranty, as stated by manufacturer shall be applicable.

(b) The successful quotationer shall give undertaking on Rs. 100 stamp paper after completion of work for warranty.

8) The successful quotationer shall pay legal and stationery charges as applicable. When the contract cost of supply / works is more than Rs 50,000.00 the successful quotationer shall submit the document / complete the formalities on their side required to execute the contract within One month from award of contract.

9) The successful quotationer shall have to pay **2%** of contract amount as "contract deposit" for the supply/work exceeding Rs.50,000/-. The "contract Deposit" will be released after completion of defect liability period of 12 months or as stated.

- 10) The quotationer shall not withdraw his offer within the validity period. If he does so, the Earnest Money Deposit paid, will be absolutely forfeited to the Corporation.
- 11) It is essential on part of quotationer to collect complete details of spares to be supplied and /or works to be carried out before submitting his offer as no claim arising out of ignorance on part of the quotationer will be entertained later on.
- 12) **For supply:-**
The quotationer/bidder shall specify the make of spares/ material.
- 13) If the quotationer fails to submit relevant information with quotation then, the shortfalls shall be communicated to the quotationer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they shall be treated as non-responsive.
- 14) **A) Penalty for work**:- (Deleted)
- a) For failure to comply with the work order for work placed within stipulated period with the desired level of efficiency as per specifications, penalty for Rs. 500/- per day will be recovered from contractors without any reference. The amount for penalty will be, however subject to maximum of 10% of value of the delayed work may be fixed by Ch.E.(SWM)/DMC(SWM)/Jt.MC (SWM).

B) Penalty for Supply: -

- a) **For Delay** - For failure to comply with the order placed for supply of the articles within the stipulated period mentioned in quotation document from receipt of SAP PO, a penalty equivalent to **1/2 % per week** or part thereof on the value of the delayed supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the **maximum of 10%** of the contract sum or such smaller amount as may be fixed by the Chief Engineer (SWM)/DMC (SWM) / Jt.MC(SWM).
- b) **For inferior quality** - In case, the contractor at any time during the continuance of this present supply of the material mentioned in schedule is rejected because of inferior quality, the BMC reserves right to levy penalty for such inferior supply from contractor, not exceeding 20% of the cost of the supplied material. The period required for replacement of inferior quality of material with approved quality material shall be three working days.
- 15) The quotationer shall give the undertaking in the sub-joined form.
- 16) E.M.D. of all the bidders except successful quotationer will be released after award of the work to the successful quotationer. E.M.D. will be released by E.C.S.

- 17)** The payment will be made in contractor's or supplier's account in the bank through ECS system.
- 18)** All the quotationers must disclose the names of their partners, if any in the particular contract. Any quotationer failing to do so will render himself liable to have his quotation deposit forfeited and the contract entered into cancellation at any time during its currency.
- 19) A)** None of the quotationer whose firms are having common partner / proprietor or who are connected with the another either financially or as principal & agent or master and servant or closely related to each other such as Husband and wife, father / Mother and minor son /daughter and minor daughter /sister shall quote separately under different names of establishments.

B) If it is found that any firm having common partner/proprietor who are connected with one another either financially or as principal and agent or master and servant closely inter-related such as husband and wife, father/mother and minor son/daughter and minor daughter/sister have quoted separately under different names or establishments for the same contract, the Quotation shall stand rejected and Earnest Money Deposit shall be forfeited. Any contract entered into under such condition will also be liable to be cancelled at any time during its currency. In addition, such firms / establishments shall be liable at the direction of the Municipal Commissioner for further final action including blacklisting.

C) If it is found that closely related persons as in direction no. 26 have submitted separate Quotations under different names of firms / establishments but with common addresses for such firms / establishments and / or if such establishments / firms though they have different addresses are managed or Governed by the same person / persons jointly or separately, such quotationer shall be liable for action on the direction No.26(B) including similar action against the firm/ establishments concerned.

D) If the award of contract is found that the accepted quotationer violated any of the direction 26 (A), 26 (B) or 26 (C), 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.

- 20)** Under the Provision of the section 194 (C) of the Indian Income Tax act the corporation is required to deduct tax at source & under present legislation Tax @ 2% of the gross amount of each bill submitted shall be deducted at source. The certificate for the same will be issued.
- 21)** It is required to submit certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of

partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents shall be insisted.

- 22) If the quotationer breaches any or all of the conditions mentioned in quotation document, he/she/firm is liable for any or all the penal action such as cancellation of purchase order (P.O.), forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process as deemed fit by BMC authorities.
- 23) There shall be regular review regarding the performance of the contractor by BMC. In case at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by contractor/ quotationer, BMC reserves the right to take penal action such as cancellation of purchase order (P.O.)/work order, forfeiture of EMD/part of EMD, Cancellation of vendor registration, debarring of firm from participation in future quotation process /blacklisting of vendor as deemed fit by BMC authorities.
- 24) The Municipal Commissioner reserves the right to terminate the contract by giving 7 days' notice without assigning any reasons and in such eventuality no claim for any loss or compensation will be considered.
- 25) The quotation may be considered incomplete, irregular and invalid unless it is signed by the proprietor, named managing partner or all partners or by party of parties stating specifically their position and status at schedule of quantities and rates.
- 26) The cases wherein if the shortfalls are not complied by a contractor, shall be informed to Registration and Monitoring Cell. Such non-submission of documents shall be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

27) Submission of e-Quotation Online:

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- Quotation on BMC portal, is/are part of Quotation, unless stated otherwise in the Quotation document. Affixing of digital signature at any one place in the e-quotation document while submitting the e-quotation shall be deemed to mean acceptance of the terms and conditions contained in the Quotation as well as confirmation of the Quotation/s offered by the quotationer which shall include acceptance of special directions/terms and conditions if any, incorporated. All the documents and data submitted by quotationer online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the quotationers willing to participate in e-Quotation Bidding 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 Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

28) Submission of the e-Quotation:

The e-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-Quotation 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.

29) Packet Bid System:

In this system the quotationer will submit the documents in packets/folders as specified in respective 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-

1) Packet - A (Eligibility Criteria):

The Packet 'A' shall contain scanned certified copies of the following documents. Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'.

- 1) Valid Registration Certificate.
- 2) The Quotationer shall pay the E.M.D. online. The acknowledgement slip/screen shot of online payment of E.M.D. shall be uploaded in packet 'A'.
- 3) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 4) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- 5) Certificate of GST Registration.
- 6) The bidders shall categorically provide their Email-ID in packet 'A'.

2) Packet - B (Technical Bid):

The Packet 'B' shall contain scanned certified copies of the following documents
–Fill in, stamp, sign & upload the following forms available in the e-Quotation document.

The printed undertaking addressed to the Municipal Commissioner

- 1) Annexure 'A' and Annexure 'B' duly filled and signed.
- 2) The quotationer shall upload the Declaration Cum Indemnity Bond on Rs. 500/- stamp paper as per format attached with quotation (Annexure 'C').
- 3) The quotationer shall upload the notarized Irrevocable Undertaking on Rs. 500/- stamp paper as per format attached with quotation (Annexure 'D').
- 4) The quotationer shall upload the Undertaking in respect of offering the best price on Rs. 200/- stamp paper as per format attached with quotation (Annexure 'E').
- 5) Documentary evidence as stated in eligibility criteria of quotation notice.
- 6) The bidder shall submit valid registration certificate under E.P.F &M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200/- stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013
- 7) The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

3) **Packet - C (Price Packet):**

The rates shall be filled in online tender. (There is no separate provision to quote rates in physical form, this is a part in Header Data of online Tendering). For Packet 'C' quotationer (s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes the rates.

30) **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.

Sd/-
Ex.Eng.Tr.(City)

BRIHANMUMBAI MUNICIPAL CORPORATION

Item No	<u>Technical Specifications (Description) for PVC Rain Suit</u>
	<p><u>Basic Material :-</u> The basic flexible polyvinyl sheet for PVC Rain suit shall polyurethane nylon coated materials and brand made of ZEEL.</p> <p><u>Other requirements :-</u></p> <ul style="list-style-type: none">• The rain suit shall have shirt pant with hood and each rain suit shall be provided in Pouch bag. Each rain suit shall be indelibly and legibly mark with as per note.• The material shall be ecofriendly, skin compatible and shall resistant to oil/grease/dirt etc. Particles.• Special inner tapping along stitches shall be provided for total water protection the water proof ness shall be such that no leakage shall be observed at 90 cm of water column• The zipper shall be provided at the centre of jacket by premium grade zipper with flap protection to avoid any seepage of water through zip.• Suitable fastening arrangement such as strap with Velcro shall be provided for wrist adjustment & trying cord with lock type arrangement for hood adjustment.• The rain suit shall be Bright in colour for Male and Female of all the sizes (S/M/L/XL/XXL/XXXL etc)• The rain suit shall be made from ISI material• The rain suit shall be guaranteed for two consecutive years from the date of supply.• The Rain suit shall be made from good quality flexible polyvinyl material which shall be free from hazardous contents. <p><u>Note :- Colour Exact shade of Printing ,LOGO ,Slogan Wording to be printed on rainsuits will be provided by SWM Department to the successful Bidder</u></p>

BRIHANMUMBAI MUNICIPAL CORPORATION

S W M - Transport (City) Division

2nd Fl.WorliGarageBuilding, Dr. E. Moses Road, Mumbai-18 Tel. 24935688/93, 24922138/60

ANNEXURE-A

UNDERTAKING

To,
The Municipal Commissioner
BrihanmumbaiMahanagarPalika,
MahapalikaMarg,
Mumbai – 400 001.

Sir,

I/We have read all the terms and condition stipulated in the above Quotation Notice and accepts the same.

Yours faithfully,

Quotationer's signature and seal

Quotationer's Full Address
and Telephone No., Seal
if any.

BRIHANMUMBAI MUNICIPAL CORPORATION

S W M - Transport (City) Division

2nd Fl.WorliGarageBuilding, Dr. E. Moses Road, Mumbai-18 Tel. 24935688/93, 24922138/60, Fax 24922166

ANNEXURE - B

DETAILS OF FIRM

a) Quotationer No. :

b) Quotationer's Name :

c) Quotationer's address, :
Telephone/Mobile No.
& e-mail

d) Whether registered under : Yes/No
B.S.T. Act, 1959 (Registration Regn. No.
must be effective on date
of quotation)

e) Certificate in support : Enclosed/Not enclosed
of (d) above if registered.

(If this format is not filled in, it will be presumed that the
Quotationer is not a registered dealer)

f) Information regarding status of tenderers/quotationers :

i) If it is proprietary concern?
If so, name of the owner.

ii) If it is partnership concern, please furnish name of
each partner and copy of Registration Certificate.

iii) In case of Company, please furnish documentary proof
to show that the Company is registered.

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

ANNEXURE- C

(On Rs. 500/-Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do here by 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 carryout 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 Tenderer/Bidder

ANNEXURE -D

IRREVOCABLE UNDERTAKING

(On Rs.2 Stamp Paper)

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 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

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me

ANNEXURE - E

(Undertaking in respect of offering the best price)

To,
The Municipal Commissioner
For the BrihanmumbaiMunicipal Corporation

Sir,

Sub : _____
"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 hereby undertake and commit that we have not offered / supplied the subject product / similar product / systems or sub systems 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 B.M.C. 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 instruction and direction given in this behalf in this tender."

"I / We further agree and undertake that in the event, if 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 BrihanmumbaiMunicipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds 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, considering this aspect, before invoking the penalty, blacklisting, etc., I / We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has arisen.

In case, if the explanation submitted by me / us is unsatisfactory, then action as stated above including forfeiture of deposit & blacklisting may be taken against me / us.

**QUOTATIONER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

(Note: This affidavit should be given in original, on Rs.200/- stamp paper duly notarized by Notary with red seal and registration number.)