

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **Municipal Workshop**

### **e - Q U O T A T I O N**

Ref : Quotation No.(Bid No.) 2025\_MCGM\_1259921\_1

e -QUOTATION DUE ON :- 23.12.2025

Time : - **Upto :- 4.00 PM**

E.E.Mech.(E.I.)Maint,

Municipal Workshop, Bldg. No.3,

103 R.S.Nimkar Marg, Byculla,

Mumbai – 400 008.

Tel .No's - 23083051/52/53/54.

Gentleman,

The E.E.Mech.(E.I.)Maint dept., Municipal Workshop on behalf of Municipal Commissioner invites e-Bid/Quotations for the work of **“Comprehensive servicing and maintenance of Escalator -01No. installed at Himalaya Bridge at CSTM Fort in A Ward for period of 12months.”**

#### **SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF BMC through MAHATENDER PORTAL**

##### **1. Earnest Money :**

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through Mahatender 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 on Mahatender Portal <http://mahatender.gov.in>, As per Circular Dir./IT/F-59 Dtd. 10.05.2023 & Dir./IT/F-505038 Dtd. 19.12.2023, Use of e-Procurement System of Gov. of Maharashtra (Mahatenders) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document**

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to

bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link <https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

**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 <http://mahatender.gov.in> of the respective E-Bid/Quotation on Mahatender 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/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 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 “ - Packet 'A B ' , while price/rates/commercial offer in “Item Data” online (Packet C). Upload the e-Bid/Quotation (bid) documents, technical documents, relevant documents & all the required documents as mentioned in e quotation document. System will prompt for digital signature certificate while uploading these documents.

### **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/Mtnl Trustline/ SafeScrip/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and

then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids

12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown

with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

The e-tender is available on NICs portal of Govt. of Maharashtra, <https://mahatenders.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office E.E. Mech (E.I.)Maint.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on B.M.C.'s portal "<http://portal.mcgm.gov.in>" as well as on NIC Portal <https://mahatenders.gov.in>

**Note:** \*As per Circular Dir./IT/F-505038 Dtd. 19.12.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

#### 4. Eligibility Criteria

1) The quotationer(s) in their own name should have satisfactorily executed the work of similar nature MCGM /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which quotation is invited.

a) Three completed works of lifts maintenance/repairs each of value not less than the value equal to Rs. 40,000/-

OR

b) Two completed works of lifts maintenance/repairs each of value not less than the value equal to Rs. 50,000/-

OR

c) One completed works of lifts maintenance/repairs each of value not less than the value equal Rs. 80,000/-

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for quotations.

2) The Quotationer shall note the following criteria towards their eligibility.

a) Lift Manufacturer having authorization from Ch.Eng.(Elect.), PWD, Maharashtra State for Servicing and Maintenance of lifts.

OR

Firms dealing in this line having authorization from Ch. Eng. (Elect.), PWD Maharashtra State for servicing and maintenance of lifts.

b) They shall also have service centre in Mumbai, Thane or Mumbai Metropolitan Region.

**THE OFFERS WHICH DO NOT COMPLY WITH ABOVE ELIGIBILITY CRITERIA WILL NOT BE CONSIDERED.**

#### 5. Similar Experience :

For assessing the technical capacity of Regular, Routine and Maintenance works; similar work shall mean, the completed the works in the field of electrical work at MCGM/Semi Govt./Govt. & Public Sector Organization.

#### 6. 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 mentioned above.

(2) On 23.12.2025 not later than 4.00 P.M. The e- quotations will be opened on the 23.12.2025 immediately after 4.00 P.M.

(3) The quotationer shall pay the Earnest Money Deposit of Rs. 1,900/- and e-quotation fee of Rs.363/- + 18% GST online on NIC Mahatender Portal <https://mahatenders.gov.in> portal only.

(4) The rates quoted shall be firm and no variation will be allowed subsequently on any account.

(5) **Completion Period:**

The period for the completion of the work shall not exceed 12 ~~days/Weeks/~~months from receipt of the work order or finalization of layout at site or clear access to the site, whichever is later. If this period is not guaranteed, the period for the completion of the work shall be specifically stated

(6) **Validity of the Quotation:**

The e-quotation shall remain firm and valid at least for 180 days from the date of its opening.

(7) **Terms of Payment:**

- (a) As per Municipal procedure the running / final payment of work done will be made within 30 days from the receipt of the bill subject to verification as per normal rules.
- ~~(b) Within 30 days after receipt of monthly/quarterly bill along with monthly/quarterly service reports subject to verification as per normal rules.~~
- ~~(c) In case of supply of any article the payments will be made within 30 days from the receipt of the bill subject to satisfactory test of the article including its installation, if any.~~

(8) 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 the Quotationers. The Municipal Commissioner also reserves the right to split the quantity between two or more Quotationers.

(9) **Guarantee:**

(a) The successful Quotationer shall have to furnish a free maintenance guarantee (on the Municipal prescribed Form affixed with a Special Adhesive Stamp/Franking of Rs. 200/- Thereon) for 12 calendar months from the date of supply / commissioning or completion of the Work for any manufacturing defects or faulty workmanship. If any defect is noticed within the guarantee period and intimated to the Contractors, they will rectify the same free of cost.

(b) If the cost of work is more than Rs.50,000/-, then, the successful quotationer shall enter into a written contract in the Municipal prescribed form for the supply/work to be carried out. Legal & stationary charges as per circular No 26206 dated 31.08.2023. are as mentioned below:-

अनु. क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारित विधी व लेखन साहित्य आकार दि. 01.09.2023 पासून दि. 31.03.2024 पर्यंत
1.	रु. 50,000/-	निरंक
2.	रु. 50,001/- ते रु. 1,00,00,000/-	कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभरच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर (किमान रु.1000/- अधिक वस्तू व सेवाकर आणि कमाल रु. 10000/- अधिक वस्तू व सेवाकर)

**\*\*Legal & stationary charges shall be applicable as per the latest circular issued by BMC.**

(10) The Quotationer shall not withdraw his offer within the valid period. If he does so, the Earnest Money Deposit paid will be absolutely forfeited to the Corporation.

(11) **Penalty:**

I) For failure to comply with the order placed for work / supply of the articles within the stipulated period (exceeding 6 months and not exceeding 2 years) a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / 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 7½ % of the contract sum.

**II)** For failure to comply with the order placed for work / supply of the articles within the stipulated period (not exceeding 6 months) a penalty equivalent to 1 % per week or part thereof on the value of the delayed work / 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.

**III) Penalty for Defects and Lapses observed :**

**A-1 ( for Work quotation )** :: All such work as is not in accordance with the direction of Engineer or other officer aforesaid or is composed of materials disapproved by him or the workmanship whereof is disapproved by him shall be taken down and removed by the contractors at his / their own risk and expense within twenty four hours after receipt by him / them of a notice to that effect signed by the Engineer or other officer aforesaid shall be at liberty at the risk and expense of the contractors to take down and remove the same and to cause such work to be executed by any person or persons at such rates and prices as the Engineer may think proper and cost and expense thereby incurred including 15 percent supervision charges on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty the Engineer shall be competent to impose against the imposition of which or the amount thereof by Engineer an appeal shall be only to the commissioner within seven days at the order in that behalf of the Engineer and the decision of the commissioner on which shall be final and binding upon the contractors may be deducted from any money due or to become due to the contractors under this or any other contract between the contractors and the said corporation.

A contractor will be levied for defects and lapses observed at first instance of Rs. 5000/- Second Rs. 10,000/- and so on.

After lapses and defects are notified to the contractors and if same are not attended by the contractors in time, a note will be taken in Ephemeral Register. 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.

~~**A-2 ( for Supply quotation )** :: 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 Municipal Corporation.~~

(12) The Quotationer shall give the undertaking in the subjoined form.

(13) The Quotation shall invariably Upload this Quotation Notice Form together with the Specifications, necessary undertakings, Rate online only. Any irregularity in this respect may render the quotation liable for rejection.

**(14) Jurisdiction:**

In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claims dispute or difference shall be instituted in a competent court in Mumbai city only.

(15) The Quotationer should quote the Banker name, branch and account number so that the payment will be made through ECS/RTGS/NEFT/CBS in contractor's / supplier's account in their respective branch of the bank.

(16) To upload copy of GST registration, valid PWD Electrical License, valid PWD Lift License, valid MCGM Registration certificate/undertaking as required, relevant Past Performance Certificates, and any other document asked for shall be uploaded in e- Quotation.

(17) The quotationer should upload in e- Quotation attested copies of the PAN Documents and photographs of the individuals owners, Karta of the Hindu undivided family, partners of the

Partnership Firms & Directors in case of Private Limited /Public Limited companies of the authorized representatives of the Registered Co-operative Societies / Semi-Government undertaking as the case may be the documents can be attested by the Gazzeted Officer or Assistant Engineer / Administrative Officers of M.C.G.M. or Notarized by the Notary, appointed by the Government of Maharashtra.

(18) **Bank Guarantee:**

The successful contractors shall pay contract deposit /security deposit amounting to 2% of contract value within 30 days. The 2% contract value submitted by the contractors as security in cash, or the equivalent Bank Guarantee and or performance guarantee shall be returned / refunded within three months after the issue of final certificate which shall be issued after the period of 12 months of free maintenance is over with satisfactorily performance, or 18 months from the date of erection, whichever is earlier, in case of equipment is not commissioned.

(19) **A. The Additional Security Deposit (ASD):**

~~In case of percentage quotation, over and above the earnest money, quotationer quoting the rebate more than 12% on office estimate shall have to pay additional security deposit in the form of Demand Draft valid for 3(three) months from the date of submission of quotation depending upon the amount calculated as per formula given below.~~

~~Formula:~~

~~ASD = 1 (X/100) x Office estimated cost~~

~~Where 'X' = percentage rebate quoted on office estimate by the quotationer minus 12%~~

~~For example – If the quotationer desires to quote percentage rebate 25 (twenty five) % then the ASD shall be worked out as under: 1 x (25 - 12)/100 x office estimated cost.~~

~~The Additional Security Deposit of the successful quotationer shall be refunded only after successful completion of work in all respect or on completion of the contract period, whichever is later. The Additional Security Deposit will not carry any interest.~~

**B : Refund of Additional Security Deposit (ASD) & E.M.D:**

- a) After receipt of receipt of competent authority sanction regarding the e- Quotation, the Earnest Money Deposit and Additional Security Deposit of other bidders except first & second lowest responsive bidders will be returned without waiting for any request from the bidders.
- b) After refund of Earnest Money Deposit and Additional Security Deposit, if these bidders are eligible for award of contract for any reason then they will have no right to get the contract.
- c) After issue of acceptance letter of contract to first lowest responsive bidder, the Earnest Money Deposit and Additional Security Deposit will be refunded, to second lowest responsive bidder without any request in writing.
- d) The Earnest Money Deposit and Additional Security Deposit of recommended bidder will be refunded after request in writing & after completing the contractual formalities .

(20) **Declaration Cum Indemnity Bond:**

All the bidders shall upload declaration cum indemnity bond of Rs. 500/- stamp paper in prescribed format attached herewith.

(21) **Annexure-A (Irrevocable Undertaking):**

All the bidders shall upload the notarised Irrevocable Undertaking of Rs. 500/- on stamp paper in prescribed format attached herewith.

**(22) Certificate of registration under E.P.F. & M.P. ACT and E.S.I.C. ACT:**

**(a)** It is necessary to upload the certificate of registration under E.P.F. & M.P. 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 stamp paper of Rs.500/- .

**(b)** It is also necessary to upload the certificate of registration under ESIC Act 1948 for the quotationer 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 10 labours/ persons on the establishment of quotationer (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.500/-.

(23) If it is found that the quotationer has not submitted required documents in Packet “A & B” then, the shortfalls will 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 will be treated as non-responsive.

(24) If the shortfalls are not complied by a contractor, such non-submission of documents will be considered as ‘Intentional Avoidance’ and shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken with due approval of the concerned DMC/ AMC.

**(25) GST:**

“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 the recepient 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 MCGM.

Further, all the provisions of GST Act will be applicable to the quotation / tender.”

“G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of Taxes & duties.

Wherever the services to be provided by the Tenderers, falls 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 MCGM 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.”

sd/-

Executive Engineer, Mechanical (EI) Maint.  
Municipal Workshop

## **BANKERS GURANTEE IN LIEU OF CONTRACT 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 MUNICIPAL CORPORATION OF GREATER MUMBAI (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 address	..... .....	the duly constituted Attorney Manager
the Bank and the said Messer’s ..... ..... (Name of the Bank)		
WITNESS (1) Name and address	..... .....	
WITNESS (2) Name and address	..... .....	
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.

## **Annexure- C**

(On Rs. 500/- 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, MCGM 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 Tenderer/Bidder**

**Annexure B**  
**Irrevocable Undertaking**  
(On Rs. 500/- 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 MCGM 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, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/ my partners/ company/ other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as per the provisions of GST Act.

Whatever has been stated herein above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

Bid no-

# AGREEMENT FORM

Tender / Quotation dated ..... 20...

Standing Committee/Education Committee Resolution No. ....

CONTRACT ..... FOR ..... THE  
WORKS .....

This agreement made this day of ..... Two  
thousand ..... Between .....

.....  
inhabitants of Mumbai, carrying on business  
at.....

.....in Bombay under the style and name of  
Messrs .....

..... (Hereinafter called "the contractor  
of the one part and Shri .....

..... the DMC(E.) (hereinafter called "the  
commissioner" in which expression are included unless the inclusion is inconsistent with the  
context, or meaning thereof, his successor or successors for the time being holding the office of  
DMC (E.) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called  
"the Corporation") of the third part, WHEREAS the contractor has tendered for the construction,  
completion and maintenance of the works described above and his tender has been accepted by  
the Commissioner (with the approval of the Standing Committee/Education Committee of the  
Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
  - a) The letter of Acceptance
  - b) The Bid:
  - c) Addendum to Bid; if any
  - d) Tender Document
  - e) The Bill of Quantities:
  - f) The Specification:
  - g) Detailed Engineering Drawings
  - h) Standard General Conditions of Contracts (GCC)
  - i) All correspondence documents between bidder and BMC
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Sealed and delivered by the contractors

.....

Trading under the name and style of

.....

In the presence of the witness

Witness No. 1 name and Address

Name.....

Resi. Address.....

Signature of Witness No.1

.....

In the presence of the witness

Witness No. 2 name and Address

Name.....

Resi. Address.....

Signature of Witness No.2

.....

Signed by the DMC(E) in the presence of

.....

DMC (E)

E.E.Mech(E.I)Maint Dy.Ch.Eng(M&E)City/I/C. Ch.Eng (M&E)

The Common seal of the Municipal Corporation of Greater  
Mumbai was hereunto affixed on the .....20 in the  
presence of two members of the Standing Committee.

1. 1.

2. 2.

And in the presence of the Municipal Secretary

Contract examined with the Quotation/Tender and Resolution No.....dated.....

Of the Standing/Municipal Commissioner/DMC (E)'s sanction No.....

Dated.....etc. and found correct.

## **SCOPE OF WORK**

### **TERMS / CONDITIONS / SPECIFICATIONS FOR SERVICING AND MAINTENANCE OF ESCALATORS**

1. The maintenance contractor should regularly check, inspect and preventatively, maintain the escalators and perform the repair work as mentioned below.
  - i) Visual and functional check of switching, control, monitoring and other safety equipment
  - ii) Functional checking and adjustment of the drive unit, main drive chains or belts, handrail drive chains, pressure belt and tension, step or pallet chains of the escalators/moving walk installation(s);
  - iii) twice yearly, cleaning the drive, tension station and pit of dirt originating within the installation;
  - iv) Visual check of steps or pallets and handrails.
  - v) Functional checking and adjustment of service/ safety brake and brake band
  - vi) Cleaning or lubrication of all parts following specifications, e.g. brake rods of all brakes, handrail drive chain, main drive chain, step chains, step guide pads at skirting, lateral guide of comb plate, step bushings.
  - vii) Visual and functional check of step gap, comb plate or balustrade lighting.
2. The maintenance contractor corrects operational failures which are detected during regular inspections and preventive maintenance or are reported by BMC within 24 hours with no additional charges.
3. The maintenance contractor should repair or replace all parts which become unusable through wear. Also, should replace step rollers (including bearings), chain and chain links, friction wheel, VF drive, machine main motor, brake unit parts, sensors, PCBs, safety switches and controller spares in order to ensure the safety in accordance with the legal regulations for escalator/moving walks in order to ensure the safety.
4. The maintenance contractor should change the oil in the machine/drive units of the installation according to manufacturer's instructions at regular intervals and properly disposes the old oil.
5. The maintenance contractor should replace damaged or faulty signaling lamps during regular inspection and preventive maintenance of the installations.
6. Before quoting the rates the tenderer shall inspect the escalator installations. No extra claim whatsoever will be entertained later on during the contract period.
7. Charges for the consumable materials such as grease, lubricating oil & cotton waste etc. will not be given separately. It shall be included in the offer
8. In case of disputes Municipal Commissioner's decision will be final and binding to both parties.
9. No equipments, manpower, tools etc, will be provided by B.M.C., during the course of servicing contract
10. The contractor shall submit a preventive maintenance schedule for each escalator and get it approved from the user dept.
11. The contractor shall maintain record of all the repair, servicing and maintenance works carried out on the log- cards and kept in escalator machine room.
12. The contractor shall direct their said personnel to examine, lubricate and adjust the equipments of the Escalator in presence of concerned Municipal Engineer or concerned person of user department. They shall obtain from them signature on the service report with Names, Designation for each monthly servicing and maintenance and produce the same in every quarter alongwith bills.

13. Payment for the monthly service and maintenance will be made after every three months (Quarterly if applicable). The contractor shall submit the copies of service reports (duly signed by the user dept.) to E.E.Mech.(EI) Maint. with two copies of bills.
14. The contractor shall arrange to direct the maintenance personnel to attend the escalators immediately after receipt of break down call from the Municipal Engineer or user department. The contractors shall give priority in their service, repair and manufacturing facilities to restore the equipments to normal service. The person shall visit the complaint site within three hours. Failing which, a penalty of Rs.100/- per hour till the call attended by contractor will be charged from receipt of breakdown call.
15. The contract is liable to be terminated by giving one month's notice by BMC. if found unsatisfactory. The services of some escalators will automatically get terminated in the event of replacement of escalator with new one or shut down of site.
16. The contractors shall attend to any number of breakdown calls between 6.00 A.M. to 10.00 P.M. on all days including Sundays and Holidays and in case of Emergency during night hours under unavoidable circumstance.
17. If any repair of the escalator is not attended or not repaired for more than 1 days (24 Hrs), a penalty of Rs. 1000/- per day till escalator is put back in service after due repairs will be charged from day one.
18. If the escalator motor is found burnt during normal use the same shall be replaced / repaired immediately at the cost of contractor. The contractor shall replace all the spare parts free of cost immediately for normal wear and tear whenever necessary. The yearly cost of the service and maintenance shall be inclusive of the above. In case the above becomes necessary due to reasons beyond the control of the contractors, Rewinding / Replacement charges will be borne by B.M.C. in which case the decision of Ch.Engr.(M&E) shall be final.
19. While carrying out the service and maintenance of the escalator, the complete safety of human Life and the machinery and other parts of the escalators will be the responsibility of the contractor. Any damages caused to the municipal property will be recovered from the bills.
20. The contractor will replace all the parts (including indication lamps switches wire, cables etc.) whenever found necessary due to normal wear and tear at their cost. However following parts are excluded -
  1. Repair and replacement of steps, pallets, comb plates, Handrail, glass balustrade and escalator lighting.
  2. All work to escalator pit fittings, floor covering, buried plungers and piping, piping outside the escalator pit, inter-connecting cables to other areas.
  3. Should any of the excluded items require attention in the form of labour and/ or materials and if the BMC requests contractor to effect same, then BMC shall provide contractor with separate order and the BMC shall bear the costs.
  4. The costs of any audits or inspections to the escalator / moving walk, performed by Government or any other independent organization upon the request of the BMC.
21. Further, though the costs of replacement of all other items shall not be charged extra as the replacement of the same is covered under comprehensive maintenance contract for the normal working of Escalators with usual wear and tear, in unusual circumstances due to accidents, leakage / seepage of water or such reasons which are beyond the control of contractor the cost of such parts/works will be paid separately. The Engineer of contract will decide the responsibility in such cases whose decision will be final.

Sd/-  
**E.E.MECH.(E.I) MAINT.**

<b><u>BRIHANMUMBAI MUNICIPAL CORPORATION</u></b>				
<b><u>Schedule of Quantity &amp; Rates</u></b>				
Sub:	Comprehensive servicing and maintenance of Escalator -01No. installed at Himalaya Bridge at CSTM Fort in A Ward for period of 12months.			
<b>Sr. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Per</b>	<b>Remarks</b>
1	Escalator-01No. at Himalaya Bridge at CSTM Station , Fort in A ward	12	months	To be filled online.
Note:				
(1) This SOQ is for reference only. (2) The tenderer shall quote inclusive of all taxes other than GST ( <u>Excluding GST</u> ), <u>Levies, Duties, Cess etc as applicable at the time of bid submission</u> . GST as applicable shall be paid separately on submission of bills/invoice.				