

BRIHANMUMBAI MUNICIPAL CORPORATION

CONTRACT NO: ATC-EE-CONCARD-21-22

E- TENDER FOR

**Subject: Supply of Microprocessor Cards for ATC Traffic
Signal Controllers**

Website: <https://portal.mcgm.gov.in>
Office of Deputy Chief Engineer (Traffic),
Engineering Hub Building,
Dr. E.Moses Road,
Worli Naka, Worli,
Mumbai- 400 018. INDIA

INDEX

SECTION	DESCRIPTION	PAGE NO.
1	E-TENDER NOTICE	3-6
2	ELIGIBILITY CRITERIA	7-9
3	DISCLAIMER	10-12
4	INTRODUCTION	13-15
5	E-TENDER ONLINE SUBMISSION PROCESS	16-18
6	INSTRUCTIONS TO BIDDER	19-37
7	SCOPE OF WORK	38-39
8	BILL OF QUANTITIES	40-41
9	GENERAL CONDITIONS OF CONTRACT	42-43
10	SPECIFICATIONS AND SELECTION OF MATERIALS	44-47
11	FRAUD AND CORRUPT PRACTICES	48-51
12	LIST OF APPROVED BANKS	52-55
13	SPECIAL INSTRUCTIONS TO BIDDERS	56-59
14	APPENDIX & PROFORMAS	60-86

SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of Deputy Chief Engineer (Traffic)

No. Dy. Ch. Eng. /ATC-1098/ Traffic dated 15.07.2022

e-TENDER NOTICE

CONTRACT No.: ATC-EE-CONCARD-21-22

E- Tender no: 7200034041

Subject: Supply of Microprocessor Cards for ATC Traffic Signal Controllers

The Brihanmumbai Municipal Corporation (BMC) invites e-tender on percentage Basis for subject work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian Companies' Act 2013

Bidding Process will comprise of THREE stages.

The Bid can be downloaded from BMC's portal (<https://portal.mcgm.gov.in>) and on payment of Rs.10,400/- + 18% GST (9% SGST and 9% CGST). The bidders not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

1. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.
2. Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.
3. For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National Informatics Center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Sr No	Name of the work	Contract Period	Estimated Cost of Work (Rs.)
1	Supply of Microprocessor Cards for ATC Traffic Signal Controllers	8 Months for supply (Inclusive of Monsoon) + One year Warranty	Rs.1,07,22,865 /-

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs.2,14,500/- (Rupees Two Lakh Fourteen Thousand Five 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 gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on BMC portal (<https://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

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 Executive Engineer (ATC). 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>)

The Applicants interested for the above referred works may contact the Ex. Engr. (Area Traffic Control) at the following address on any working day during office hours.

Executive Engineer (Area Traffic Control),
Ground Floor, Engineering Hub Building,
Dr. E. Moses Road, Worli, Mumbai- 400 018,

The BMC reserves the rights to accept any of the bid or reject any or all the bids received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of BMC. (<https://portal.mcgm.gov.in/tenders>)

Sd/-(15.07.2022)
Dy. Ch. Engineer (Traffic)

HEADER DATA

Tender Document Number	7200034041
Name of Organization	Brihanmumbai Municipal Corporation
Department	Deputy Chief Engineer (Traffic)/ Executive Engineer (Area Traffic Control)
Subject	Supply of Microprocessor Cards for ATC Traffic Signal Controllers
Cost of Tender	Rs.10,400/- + 18% GST (9% SGST+9% CGST)
Cost of E-Tender(Estimated Cost)	Rs.1,07,22,865/-
Bid Security Deposit/ EMD	Rs.2,14,500/-
Date of issue and sale of tender	19.07.2022 From 11:00 Hrs.
Last date & time for sale of tender	04.08.2022 upto 12:00 Hrs.
Submission of Packet A, B & Packet C(Online) & Receipt of Bid Security Deposit	04.08.2022 upto 16:00 Hrs.
Opening of Packet A	05.08.2022 From 15:00 Hrs.
Opening of Packet B	05.08.2022 From 15:10 Hrs.
Opening of Packet C	12.08.2022 From 15:00 Hrs.
Address for communication	Ex. Engr. (Area Traffic Control), Ground Floor, Engineering Hub, Dr. E. Moses Road, Worli, Mumbai- 400 018
Venue for opening of bid	Online in the office of Ex. Engr. (Area Traffic Control).

This tender document is not transferable.

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/-(15.07.2022)

Dy. Ch. Engineer (Traffic)

SECTION 2

ELIGIBILITY CRITERIA

Name of the Department	Details of work
Roads & Traffic	Supply of Microprocessor Cards for ATC Traffic Signal Controllers

Eligibility Criteria:

To be eligible for pre-qualification and short listing, the bidder shall fulfil the following eligibility criteria

2.1 Technical Capacity

The tenderer shall be Original Equipment Manufacturer (OEM) **or** their authorised dealer **or** firm authorised by Original Equipment Manufacturer (OEM) for supply of Microprocessor Cards of ATC Traffic Signal Controllers of Telvent make used for the ATC Traffic signal system & have satisfactorily executed in India or abroad during last 7 years ending last day of month previous to the one in which bids are invited

I. **Three Similar completed** works **each** of value not less than the value equal to **20%** of estimated cost put to tender.

Or

II. **Two Similar completed** works **each** of value not less than the value equal to **25%** of estimated cost put to tender.

Or

III. **One Similar completed** work of value equal and or not less than the **40%** of estimated cost put to tender

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 bids for tenders.

2.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **30%** of the estimated cost of work during **last three (3) financial years** immediately preceding the Financial Year in which bids are invited. i.e. 2018-2019, 2019-2020, 2020-2021.

2.3 **Similar Experience:**

The tenderer (S) should have satisfactorily executed the work of supply of Microprocessor Cards for ATC Traffic Signal Controllers of Telvent make used for the ATC Traffic signal system & have satisfactorily executed in India or abroad during last 7 years

OR

Maintenance of Fully Adaptive Traffic Control Signal System in India or abroad during last 7 years

SECTION 3

DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as "The Authority", or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Bidders for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Brihanmumbai Municipal Corporation (BMC) or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Brihanmumbai Municipal Corporation (BMC) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

INTRODUCTION

4.1 Background:

The Brihanmumbai Municipal Corporation covers an area of 483.14 sq. kms. with a population of 1.24 Crores as per census of 2011. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation (BMC), hereafter called the "corporation", the primary agency responsible for urban governance in Brihanmumbai.

BMC (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, BMC has mainly focused in providing almost all kinds of engineering services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the BMC is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

BMC is an organization having different departments, right from engineering depts. to health depts. Moreover we have other dept. like education, market, fire brigade dept., Octroi and other such departments where quite a good number of staff members are working.

BMC is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads, Traffic, bridges and Building Construction etc.

4.2 Introduction to the Mumbai Area Traffic Control System

In Mumbai, there are 653 signal junctions in all out of which 258 signal junctions are converted into Fully Adaptive Area Traffic Control Systems on VIP corridors. There is a Main Control Centre at Traffic Police Head Quarters at Worli, Mumbai-30 and Fault Management Systems at BMC Control Room, Engineering Hub, Worli, Mumbai-18. All the ATC signal junctions are connected through MTNL leased cable Network.

The Area Traffic Control (ATC) is a system of centrally co-ordinating traffic signals using real time data collected through camera detectors on VIP Corridor in Brihanmumbai. This is an advanced tool in traffic management for efficient urban road network utilization.

The components of the system that are procured/ installed and commissioned under the project are:

- Fully Adaptive ATC System based on ITACA (Intelligent Traffic Adaptive Control Area) at 258 signal junctions in Brihanmumbai.
- Signal Controllers and Signal equipment
- Vehicle Detector cameras
- Central Control Room located at TPHQ
- Fault Management Center located at BMC, Engineering Hub

4.3 Supply of Microprocessor Cards of ATC Traffic Signal Controller

The Telvent Make ATC controllers manufactured by M/s. Telvent Trafico Y Transporte S.A. (now changed as M/s. Kapsch TrafficCom Transportation S.A.U.) which are installed at ATC Signal junctions. These ATC controllers consist of various cards. The details of Microprocessor cards to be supplied are as under:

R2-RT-ATC 2.1	Supply of M/s TELVENT make Group Card TGRY-306/5
R2-RT-ATC 2.2	Supply of M/s TELVENT make TCE Card TCE-486/3
R2-RT-ATC 2.3	Supply of M/s TELVENT make Micro1 Card TMRY-478/3 V6
R2-RT-ATC 2.4	Supply of M/s TELVENT make Micro2 Card TMRY-478/3 V7

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM). SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist BMC in throughout the tendering process for successful implementation.

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

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/bidder"

Vendor read as "Contractor/bidder"

Vendor Quotation read as "Contractors Bid/Offer"

Purchaser read as "Department/MCGM"

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, the contractors can access through Supplier registration via BMC Portal.

There are two methods for this registration:(II and III)

II. Transfer from R3 (registered contractors with BMC) to SRM

- a. Contractors already registered with BMC will approach to Vendor Transfer cell.
- b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
- c. BMC authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d. Transferred Vendor receives User ID creation link on his supplied mail Id.
- e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for bidder not registered with BMC)

- a. Vendor fills up Self Registration form via accessing BMC portal.
- b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
- d. Vendor creates his User ID and Password for e-tendering application.

IV. CONTRACTORS BIDDING:

For E-Tendering online submission process, please refer the manual available on BMC portal <http://portal.mcgm.gov.in> and same can be downloaded from the below link:
<https://portal.mcgm.gov.in/irj/go/km/docs/documents/HomePage%20Data/Whats%20New/220721.pdf>

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in BMC Ward Offices.

The e-tender is available on BMC portal, <https://portal.mcgm.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 tender will be opened as per the time-table shown in the Header Data in the office of Ex. Engineer (ATC).

The Municipal Commissioner reserves the right to reject all or any of the e-Tenders(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 the BMC Portal (<https://portal.mcgm.gov.in>).

In case of any issue related to e-tendering online process, please mail to etendering.it@mcgm.gov.in. with error screenshot.

SECTION 6

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

6.1 Scope of Bid

The Authority wishes to receive Bids for Qualification in order to SELECT experienced and capable bidder for the work of "**Supply of Microprocessor Cards for ATC Traffic Signal Controllers.**"

6.2 Eligibility of Bidders

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian companies' Act 2013

To be eligible for pre-qualification and short-listing, the Bidder shall fulfill the following conditions of eligibility:

Technical Capacity

The tenderer shall be Original Equipment Manufacturer (OEM) **or** their authorised dealer **or** firm authorised by Original Equipment Manufacturer (OEM) for supply of Microprocessor Cards of ATC Traffic Signal Controllers of Telvent make used for the ATC Traffic signal system & have satisfactorily executed in India or abroad during last 7 years ending last day of month previous to the one in which bids are invited

I. **Three Similar completed** works **each** of value not less than the value equal to **20%** of estimated cost put to tender.

Or

II. **Two Similar completed** works **each** of value not less than the value equal to **25%** of estimated cost put to tender.

Or

III. **One Similar completed** work of value equal and or not less than the **40%** of estimated cost put to tender

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 bids for tenders.

Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited. i.e. 2018-19, 2019-2020, 2020-2021.

Similar Experience:

The tenderer (S) should have satisfactorily execute the work of supply of Microprocessor Cards for ATC Traffic Signal Controllers of Telvent make used for the ATC Traffic signal system & have satisfactorily executed in India or abroad during last 7 years

OR

Maintenance of Fully Adaptive Traffic Control Signal System in India or abroad during last 7 years.

6.3 Deleted

6.4 Personnel Capabilities:

Bidder(s) shall supply general information on the management structure of the firm, and shall have provisions of suitably qualified personnel to fill the key positions as required during the contract implementation.

6.5 Price Escalation will not be admissible.

6.6 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs.5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/ proof of payment of security/ contract deposit/ within 30 days from the date of letter of acceptance received by him.

6.7 Deleted

6.8 The amount of Security Deposit shall be released after completion of Warranty period as specified in the tender subject to no recoveries are pending against the said work, provided that the Employer is satisfied that there is no demand outstanding against the Contractor.

6.9 Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of BMC

- (a) To rescind the contract (for which rescission notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the

same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

6.10 Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employee of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by

notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensue as if the contract had been rescinded under applicable clause; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

6.11 Submission of Tenders

PACKET – A

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'

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate amounting to Rs.8 lakhs issued by the banks as per approved list of banks at **Section 12**, issued not more than Six months prior to the date of submission of tender and valid upto one year.
- c) A document in support of Registration under Goods & Service Tax (GST) Act 2017.
- d) 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.
- e) Certified Copy of Latest Partnership Deed in case of Partnership firm
- f) Valid and correct Email ID of the bidder for correspondence.
- g) Screen Shot of applicable EMD paid receipt of subject work.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated

to the tenderer through e-mail only and compliance required to be made within a time period of **three working days**.

PACKET – B

The Packet 'B' shall contain scanned certified copies of the following documents –

- a) Annexure 'A'
- b) The undertaking of Rs. 500/- stamp paper as per the proforma annexed in Annexure B: Pre-Contract Integrity Pact & Annexure C: - Declaration Cum Indemnity Bond
- c) The list of similar type of works as stated in eligibility Criteria in prescribed proforma-I. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested.
- d) Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Documents of audited balance sheet and profit and loss account for the preceding five financial years in which bids are invited. (Proforma – II).
- e) Details of similar works as stated in Eligibility Criteria during last Seven years (Proforma – III).
- f) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers/ C.A./ Financial Institution shall be accepted as a evidence).
- g) Details of Personnel (Proforma – IV)
- h) Affidavit for BEST Price (Proforma – VII)
- i) Copy of Structure & Organisation (Proforma – VIII)
- j) Copy of Litigation History (Proforma – IX)
- k) Original Equipment Manufacturer (OEM) undertaking (Proforma – X)
- l) The successful 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.

- m) The successful 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.
- n) Signed copy of the Addendum if any.
- o) Form of Tender (As prescribed in Tender Document) duly filled in.
- p) Irrevocable Undertaking on Rs. 500/- Stamp paper as per Annexure -E

Note:

If it is found that the tenderer has not submitted required documents in Packet "B" then, the shortfalls will be communicated to the tenderer 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** and 10% of EMD amount will be forfeited.

PACKET – C

- a) Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. (If entered '0' it will be treated as 'at par'. By default the value is zero only).

Note:

In case of rebate/ premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by Ex. Eng. (ATC). The format for rate analysis is annexed at Annexure D.

6.12 Bid Security or Earnest Money Deposit (EMD):

- i. The Bidder shall furnish, as part of the Bid, EMD, in the amount specified in the Header Data Sheet. This bid security shall be in favour of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid
- ii. The bidders shall pay the EMD online.
- iii. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- iv. The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- v. The EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid. In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The EMD may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity);
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/ or
 - ii. Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will 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.
 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

I) Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,
 - i. Valid Registration Certificate
 - ii. Valid Bank Solvency
 - iii. Goods and Service Tax Registration Certificate (GST)
 - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
 - v. Partnership Deed and any other documents.
 - vi. Undertakings as mentioned in the tender document.

II) Non-curable Defect shall mean

- a. Inadequate submission of EMD/ ASD amount,
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- c. No proper submission of experience certificates and other documents etc.

6.13 BID VALIDITY:

Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

6.14 SECURITY DEPOSIT

The security deposit shall mean and comprise of

- A) **Contract Deposit** – The successful tender, here after referred to as the contractor shall pay an amount equal to **Two (2)** percent of the

contract sum shall be paid within **thirty days** from the date of issue of letter of acceptance.

The successful contractor shall pay the contract deposit in the form of Bank Guarantee issued by the approved bank as listed in Section 12 and as per the prescribed format of "BANKERS GUARANTEE IN LIEU OF CONTRACT DEPOSIT". The BG shall not be accepted in broken period else penalty amounting to Rs. 1000/- per day will be recovered for broken period

B) Additional Security Deposit

The **additional security deposit (ASD)** will be applicable when a rebate of more than 12 % with no maximum limit. The ASD is calculated as follows:

Additional security deposit = $(X/100) \times$ office estimated cost,

Where X=percentage rebate quoted above 12%

The successful bidder shall submit the applicable A.S.D. in the form of Demand Draft to BMC within 15 working days after issue of Letter of Acceptance and same shall be deposited to any CFC center of BMC. If the successful bidder fails to submit the applicable A.S.D. within 15 working days then E.M.D. paid by the bidder will be forfeited and the company will be debarred for two years, similarly if the director/partner of said company is also working in other company as a director/partner then said company will also be debarred for two years.

C) Performance Guarantee

The successful tender, here after referred to as the contractor shall pay in the form of "Performance Guarantee" at different rates for different slabs as stated below:

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	PG = 0.92% x contract sum applicable for rebate of 12%
For rebate of 12.01% and above	P.G. = {0.92% x contract sum applicable for rebate of 12%} + (X) x contract sum where, X= percentage rebate quoted more than 12%

Note: Contract sum shall mean amount after bid of rebate/premium as quoted by the contractor with contingencies only and excluding price variation.

The Performance Guarantee shall be paid in one the following forms.

- I) Cash (In case guarantee amount is less than Rs. 10,000/-)
- II) Demand Draft (in case guarantee amount is less than Rs.1,00,000/-)
- III) Government securities
- IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.
- V) An electronically issued irrevocable bank guarantee bond of any Schedule bank or in the prescribed form given in Appendix.

Performance Guarantee is applicable over and above the clause of Security Deposits. Performance Guarantee will have to be paid & shall be valid till the Warranty period or finalization of final bill whichever is later.

This deposit will be allowed in the form of I to V as mentioned above and shall be paid within 15 days after receipt of Letter of Acceptance.

The Performance BG shall not be accepted in broken period else penalty amounting to Rs. 1000/- per day will be recovered for broken period.

6.15 Refund of Security Deposit:

a) Refund of Contract Deposit:

The Contract Deposit shall be released within 30 days after completion of the contract period subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.

b) Refund of Additional Security Deposit:

The additional security deposit shall be released after completion of Warranty period as specified in the tender subject to no recoveries are pending against the said work, provided that the Employer is satisfied that there is no demand outstanding against the Contractor.

c) Refund of Performance Guarantee

The Deposit on account of performance guarantee shall be released within 30 days of completion of contract period subject to finalization of final bill whichever is later and no recoveries are pending against the said work, provided that the Engineer is *satisfied* that there is no demand outstanding against the Contractor.

Note:

- a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is

necessary to mention that the same shall be valid further for minimum 6 months beyond the contract period.

- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period as mentioned in the tender & in case of its expiry it will attract penalization.
- c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at Section 12. The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

6.16 Legal & Stationary Charges: (As per applicable circular)

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms & Tax certificates as per the prevailing rates shall be borne by successful Bidder. Successful tender shall pay the Legal & Stationary charges as per Circular no 10318 dtd 24.03.2022.

Contract Value	Legal & Stationary Charges
Rs. 10,001/- to Rs. 50,000/-	Nil
Rs. 50,001 to Rs. 1,00,000/-	Rs. 6,290/-
Rs. 1,00,001/- to Rs. 3,00,000/-	Rs. 10,380/-
Rs. 3,00,001/- to Rs. 5,00,000/-	Rs. 12,470/-
Rs. 5,00,001/- to Rs. 10,00,000/-	Rs. 14,510/-
Rs. 10,00,001/- to Rs. 20,00,000/-	Rs. 16,570/-
Rs. 20,00,001/- to Rs. 40,00,000/-	Rs. 18,660/-
Rs. 40,00,001/- to Rs. 1,00,00,000/-	Rs. 20,720/-
Rs. 1,00,00,001/- to Rs. 10,00,00,000/-	Rs. 24,450/-
Rs. 10,00,00,001/- to Rs. 20,00,00,000/-	Rs. 28,220/-
Rs. 20,00,00,001/- to Rs. 30,00,00,000/-	Rs. 31,980/-
Rs. 30,00,00,001/- to Rs. 40,00,00,000/-	Rs. 35,740/-
Rs. 40,00,00,001/- to Rs. 50,00,00,000/-	Rs. 39,470/-

Rs. 50,00,00,001/- to Rs. 1,00,00,00,000/-	Rs. 47,000/-
Rs. 1,00,00,00,001/-to Rs. 2,00,00,00,000/-	Rs. 58,270/-
Rs. 2,00,00,00,001/- to Rs. 3,00,00,00,000/-	Rs. 65,770/-
Rs. 3,00,00,00,001/- to Rs. 4,00,00,00,000/-	Rs. 75,120/-
Rs. 4,00,00,00,001/- to Rs. 5,00,00,00,000/-	Rs. 84,510/-
Rs. 5,00,00,00,001/- and above without limit	Rs. 93,920/-

The above Legal and stationary charges are applicable upto 31.03.2023. However, the contractor has to pay the Legal and Stationary charges at prevailing rates.

6.17 Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful bidder to pay stamp duty on the contract.

- i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under (amended 2015):
 - (a) Where the amount or value set Five Hundred Rupees Stamp forth in such contract does not Duty exceed Rupees Ten Lakh
 - (b) Where it exceeds Rupees Ten Five Hundred Rupees plus Lakh 0.1% of the amount above Rupees Ten Lakh subject to the maximum of Rupees Twenty Five Lakh Stamp Duty

For Bank Guarantee: Stamp duty @ 0.5% for the amount secured subject to maximum amount of Rs. Ten Lakhs. After expiry of Bank Guarantee (BG) if BG extended, the extended BG will be treated as new BG and stamp duty amount of 0.5% will be applicable for every extension.

- ii. The successful bidder shall enter into a contract agreement with B.M.C. within 30 days from the date of issue of Letter of Acceptance and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work

contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

6.18 IMPORTANT DIRECTIONS:

- a) All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for eligibility criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.
- b) Bidders shall refer <https://portal.mcgm.gov.in/tenders> for "The Manual of Bid-Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to **mcgmatc@gmail.com**. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for "Supply of Microprocessor Cards for ATC Traffic Signal Controllers "** Any changes in mail ID will be intimated on the portal.
- c) In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting** and such development needs to be done by IT department in BMC's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.** In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Chief Engineer. The bidder shall need to submit the ASD as per their final quote and as mentioned in clause 6.14. B if applicable after receipt of notification issued by concerned Chief Engineer.

6.19 Taxes and Duties on Material:

G.S.T. and other State levies/ cess which are not subsumed under G.S.T. will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any taxes and duties.

Wherever the services to be provided by the bidders, fall under Reverse Charge Mechanism, the price quoted shall be exclusive of G.S.T., but inclusive of taxes/ duties/ cess other than G.S.T., 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 whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

6.20 Payments Terms:

The payment (in Indian Rupees only) shall be made within prescribed time from the submission of the bills, subject to verification and satisfactorily test of supplied material

The 100% payment shall be released after receipt of materials, successfully testing of the material, submission of test reports and other relevant documents.

6.21 Submission of bills

The Contractor shall submit the bill for the work carried out within 15 days from the date of completion of the work. If the Contractor fails to submit their bills for the completed works/ running bill within 15 days, penalty or action as shown below will be taken for each delayed bill.

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

6.22 The Contractor shall have his account with State Bank of India for any banking transaction and billing as the BMC makes payment through ECS/ RTGS only.

6.23 Penalty Clause:

- a) If the contractor fails to supply the material within a stipulated period as mentioned in the tender, a penalty @1% per week of value of delayed material will be imposed.
- b) In case any defect/ faults etc. occurred in the material while in use during the contract period (including warranty period), the same shall be rectified/ replaced within 60 days otherwise a penalty Rs. 1,000/day will be imposed. The cost associated in this regard is the responsibility of contractor/ OEM.

6.24 Litigation History

The bidder shall disclose the litigation history as mentioned in Packet 'B'. If there is no litigation history, the bidder shall specifically mention that there is no litigation history against him. In case there is litigation history-

Litigation History must cover- Any action of blacklisting, debarring, banning, suspension, de-registration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for the last 5 years from the date of submission of bid about any action like show caused issued, blacklisting, debarring, banning, suspension, de-registration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. Or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

6.25 After opening of Packet 'C', the first lowest bidder shall submit an undertaking on Rs. 500/- stamp paper that they will complete the work

within stipulated period mentioned in the tender. In case the work not completed within the stipulated period, penalty will be levied.

6.26 The contractor shall at his expense take out and maintain in effect during the performance of the contract the insurances covering loss or damage occurring to the plant and equipments being supplied while transportation from the manufacturer/contractor's place to the storage location.

6.27 GST – Anti Profiteering Measures

“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 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 tender.

6.28 For Internal GRIEVANCE REDRESSAL MECHANISM, please refer circular no. Dy.Ch.E/CPD/2025 dated 01.09.2021

6.29 Arbitration and Jurisdiction:

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provide. i) In case of a contract where the contract price and / or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract , including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which

will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English. If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB / Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules".) ii) In case of contract where the contract price and/ or contract value is Rs. 5, 00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved. by Government of Maharashtra under G./R. no. ARB / Case No.1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai centre for International Arbitration then in force ("MCIA Rules".). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English. In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK

Supply of Microprocessor Cards

The Telvent Make ATC controllers manufactured by M/s. Telvent Trafico Y Transporte S.A. (now changed as M/s. Kapsch TrafficCom Transportation S.A.U.) which are installed at ATC Signal junctions. These ATC controllers consist of various Microprocessor cards. The details of Microprocessor cards to be supplied are as under:

- | | |
|---------------|---|
| R2-RT-ATC 2.1 | Supply of M/s TELVENT make Group Card TGRY-306/5 latest version |
| R2-RT-ATC 2.2 | Supply of M/s TELVENT make TCE Card TCE-486/3 |
| R2-RT-ATC 2.3 | Supply of M/s TELVENT make Micro1 Card TMRY-478/3 V6 |
| R2-RT-ATC 2.4 | Supply of M/s TELVENT make Micro2 Card TMRY-478/3 V7 |

Note: The conformal coating shall be provided to all the Microprocessor Cards.

SECTION 8

BILL OF QUANTITIES

Bill of Quantity

Sr. No.	Item Code	Description	Unit	Schedule Rate (Rs.)	Qty	Amount (Rs.)
1	R2-RT-ATC 2.1	Supply of M/s TELVENT make Group Card TGRY-306/5 latest version	Nos	35,349.00	200	70,69,800.00
2	R2-RT-ATC 2.2	Supply of M/s TELVENT make TCE Card TCE-486/3	Nos	43,166.00	40	17,26,640.00
3	R2-RT-ATC 2.3	Supply of M/s TELVENT make Micro1 Card TMRY-478/3 V6	Nos	39,426.00	25	9,85,650.00
4	R2-RT-ATC 2.4	Supply of M/s TELVENT make Micro2 Card TMRY-478/3 V7	Nos	37,631.00	25	9,40,775.00
Total Amount Rs.						1,07,22,865.00

SECTION 9

GENERAL CONDITIONS OF CONTRACT

**GENERAL CONDITIONS OF CONTRACT - DEFINITION AND
INTERPRETATION**

General Conditions of Contract (G.C.C.) revised up to date, are available on BMC web site '<https://portal.mcgm.gov.in> for reference.

SECTION 10

SPECIFICATIONS & SELECTION OF MATERIAL

SPECIFICATIONS

CONTRACTOR'S OBLIGATIONS

The clauses in this section are meant to provide general guidelines and compliance requirements to the Contractor. It does not however relieve the Contractor from taking every other steps and precautions as deemed necessary to work within the specified contract period and the bid amount.

PERSONNEL AND ACCESS

The Contractor shall supply with his Bid the Curriculum Vitae of personnel and their specific staff task definitions to be employed on the Contract including Sub-Contractors. Any proposed changes to the Contractor's, including Sub-Contractors, team during the Contract shall be notified to the Engineer's and shall be to his satisfaction. The BMC shall ensure that the Contractor has reasonable access to enable the Contractor to execute his responsibilities within the terms of the Contract.

COMPLIANCE WITH STANDARDS

The Bidder shall provide evidence that the equipment offered has type approval in the original country of design and manufacture, that the equipment fully complies with the standards and specifications quoted in Sections of this specification and is appropriate for International use and for use in India.

TECHNICAL SPECIFICATION:

Microprocessor Cards:

1. TGRY 306/5 Board

This board incorporates 2 groups, and 6 power outlets. Each group has 3 outlets for the green, amber and red colours of the traffic light. According to the version, all of the power outlets can incorporate the current measuring circuit. All of the power outlets incorporate the voltage measuring circuit. All of the power outlets incorporate a LED activation signal.

2. TCE 486/3 Board

The main microprocessor board has a specific line assigned for the purpose of communication between this equipment and its zone central.

In order to adapt the output of this line to the outside, this equipment has an interface or converter communications boards. With the communication in RS 422/485 format, this occurs using the TCP-396 board, and when the type of communication is Ethernet the communications board is the model TCE-486.

The output of the line from the converter board to the outside is protected by two protectors: one for each signal, ie. receiving and transmitting. The protections are of the unit BPE.

3. TMRY 478/3 Board (Micro I & Micro II)

The two microprocessor boards (main and secondary) must be of the same model. For this equipment the boards are TRMY 478.

This board is a microprocessor designed for the communication and control of the RMY Traffic Regulator unit. It can be configured by means of switches as the main microprocessor of the unit, or as a secondary microprocessor. This board includes 4 RS232 communication lines.

Micro I (TMRY 478/3 V6) is Main Microprocessor Board & Micro II (TMRY 478/3 V7) is the secondary Microprocessor Board

SELECTION OF MATERIAL

1. All materials brought shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All the bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
3. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be taken back by the contractor at his own cost within 24 hrs. Such taken back material shall be replaced by new one within contract period. If such replacement is delayed beyond the total contract period, the delayed material will attract penalty clause no. 6.23 (a).

SECTION 11

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- Without prejudice to the rights of the Authority under relevant Clause herein above, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - A. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the

issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- B. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- C. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financer staff and employees of other organizations taking or reviewing procurement decisions.
- iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financer's inspection and audit rights provided .
- viii. "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.
- ix. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.
- x. a "party" refers to a participant in the procurement process or contract execution.

SECTION 12

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

- 1.** The following Banks with their branches in Brihanmumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
- 2.** 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 City Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the Bank with 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 the Approved Banks

(A) S.B.I. and its subsidiary Banks:

- (1) State Bank of India

(B) Nationalised Banks:

- (2) Allahabad Bank
- (3) Andhra Bank
- (4) Bank of Baroda
- (5) Bank of India
- (6) Bank of Maharashtra
- (7) Central Bank of India
- (8) Dena Bank Indian
- (9) Indian Bank
- (10) Overseas Bank
- (11) Oriental Bank of Commerce
- (12) Punjab National Bank
- (13) Punjab & Sind Bank
- (14) Syndicate Bank
- (15) Union Bank of India
- (16) United Bank of India
- (17) UCO Bank
- (18) Vijaya Bank
- (19) Corporation Bank

(C) Scheduled Commercial Banks:

- (20) Bank of Madura Ltd.
- (21) Bank of Rajasthan Ltd.
- (22) Banaras State Bank Ltd.
- (23) Bharat Overseas Bank Ltd.
- (24) Catholic Syrian Bank Ltd.
- (25) City Union Bank Ltd.
- (26) Development Credit Bank
- (27) Dhanalakshmi Bank Ltd.
- (28) Federal Bank Ltd.
- (29) Indus Ind. Bank Ltd.

- (30) I.C.I.C.I. Banking Corporation Ltd.
- (31) Global Trust Bank Ltd.
- (32) Jammu and Kashmir Bank Ltd.
- (33) Karnataka Bank Ltd.
- (34) Karur Vysya Bank Ltd.
- (35) Lakshmi Vilas Bank Ltd.
- (36) Nadungadi Bank Ltd.
- (37) Ratnakar Bank Ltd.
- (38) Sangli Bank Ltd.
- (39) South Indian Bank Ltd.
- (40) S.B.I. Commercial & Int. Bank Ltd.
- (41) Tamilnadu Mercantile Bank Ltd.
- (42) United Western Bank Ltd.
- (43) Vysya Bank Ltd.

(D) Scheduled Urban Co-op. Banks:

- (44) Abhyudaya Co.op.Bank Ltd.
- (45) Bassein Catholic Co.op. Bank Ltd.
- (46) Bharat Co.op. Bank Ltd.
- (47) Bombay Mercantile Co.op. Bank Ltd.
- (48) Cosmos Co.op. Bank Ltd.
- (49) Greater Mumbai Co.op. Bank Ltd.
- (50) Janata Sahakari Bank Ltd.
- (51) Mumbai Dist.Central Co.op. Bank Ltd.
- (52) Maharashtra State Co.op. Bank Ltd.
- (53) New India Co.op. Bank Ltd.
- (54) North Canara G.S.B.Co.op. Bank Ltd.
- (55) Rupee Co.op. Bank Ltd.
- (56) Sangli Urban Co.op. Bank Ltd.
- (57) Saraswati Co.op. Bank Ltd.
- (58) Shamrao Vithal Co.op. Bank Ltd.
- (59) Mahanagar Co-op. Bank Ltd.
- (60) Citizen Bank Ltd.
- (61) Yes Bank Ltd.

(E) Foreign Banks:

- (62) ROAM (N.Y.) Bank.
- (63) American Express Bank Ltd.
- (64) ANZ Grindlays Bank
- (65) Bank of America N.T. & SA.
- (66) Bank of Tokyo Ltd.
- (67) Bank Indosuez
- (68) Banque Nationale de Paris
- (69) Barclays Bank
- (70) City Bank N.A.
- (71) Hongkong & Shanghai Banking Corpn.
- (72) Mitsui Taiyokbe Bank Ltd.
- (73) Standard Chartered Bank Ltd.
- (74) Cho Hung Bank

In addition to the list of banks provided above for bank guarantee, following banks in the list of RBI (Reserve Bank of India) will also be allowed. RBI's list of the banks can be downloaded from www.rbi.org.in From this list of RBI bank

under following heads with their branches in Brihanmumbai and in Suburbs and extended suburbs upto Virar and Kalyan have been approved for Bank Guarantee:-

SBI and Associates, Nationalised Banks, Other Public Sector Banks, Private Sector Bank, Foreign Banks and Urban Co Operative Banks. However, Bank Guarantee of IDBI Bank will not be accepted as per Circular No. CA/FBK/303 Dt. 17.03.2018.

SECTION 13

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS

1. Before tendering, the bidders in case of doubt may obtain the required information from Ex. Engr. (ATC)., which may not in any way influence the tender, as no claim what-so-ever shall be entertained for any alleged ignorance, after the opening of tender.
2. The Bidders are directed to go through the entire Tender document including directions/ specifications, etc. and get the clarifications, if any, before filling up of the tender. Such requests regarding clarifications, if any shall be in writing and shall reach the office of Ex. Engr. (Area Traffic control) 7 days prior to submission date of Packet A, B & C.
3. Wherever the word Quotation/ Quotationer or Tender/ Tenderer is appeared, it should be read as Bid/ Bidder.
4. The successful contractor will have to pay the legal & stationery charges as per the prevailing norms of BMC at the time of contract execution.
5. Time is the essence of the contract. Hence the successful bidder should utilize all his best resources to complete the work within stipulated time period.
6. The Tender is on percentage basis & all the BOQ items covered under USOR.
7. The Bidder shall procure all material required for the work of approved make with valid BIS/ IS/ EN/ relevant standards certificates and as per B.M.C. Requirements/ specifications wherever applicable. The Bidder shall produce on demand such details as called by the Engineer to prove the genuineness of the material. The contractor shall take back Defective/Rejected material at his own cost within 24 Hrs.
8. The contract period is **8 Months for supply (Inclusive of Monsoon)+ One year Warranty**. The contract period is inclusive of period required for mobilization and procurement of material and shall be reckoned from the date mentioned in the work order.
9. The bidder shall submit the schedule of delivery showing all the activities logically within the contract period in a mutually accepted manner & shall have to be made available from time to time in the office of Ex. Engineer (Area Traffic Control).
10. All General conditions for different works i.e. electrical, mechanical, civil etc., as stipulated by the BMC from time to time, as amended upto date shall be applicable to the contract.
11. Bidder shall be registered under the GST act 2017 on the transfer of property in goods involved in the execution of works contracts (Re-enacted) Act 1989 and should produce documentary evidence to that effect (a copy of registration of certificate from the GST authority) along with tender.
12. BMC reserves right to cancel the individual works at any stage and Bidders will not be entitled to any compensation / claims whatsoever on account of such cancellation.

13. BMC is not bound to accept the lowest or any Tender and reserve the right to relax any of the stipulated conditions and reject any or all Tenders, without assigning any reason.
14. Previous bad/ good records of Bidders as well as their previous experience in major cities in India shall be considered while evaluating the tender.
15. Rate analysis indicating the justifiability of the rates quoted by the Bidder for satisfactory execution of contract shall be submitted by the Bidder as and when directed.
16. Rates of each item of work mentioned in the unified schedule of rates are inclusive of all Taxes and Duties & no correspondence will be entertained in this regard.
17. The rates quoted shall be firm and inclusive of delivery of materials at site and/ or transportation of damaged/ retrieved materials.
18. Bidder should specifically state their residential addresses besides their official addresses along with the telephone and mobile number. The contractor or their partners and authorized representative shall be available on a given telephone number during any hours of the day.
19. That the Bidder/ property owners/ other private parties paying contract deposits in the form of Government Securities/ Bonds/ N.S.C. to the Brihanmumbai Municipal Corporation shall have to pay service charges and depositing/ withdrawing charges on the face value of the securities at prevailing rates approved by the Corporation from time to time for the entire period of deposit. The charges shall be paid in cash before submitting the securities / Bonds/ N.S.C. etc.
20. Firms with common proprietors/ partner or connected with one another either financially or as Principal 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 and minor brother/ sister shall not tender separately under the different names for the same contract.
21. If it is found that firms as described in the direction vide Clauses 20 above, have tendered separately under different names for the same contract, all such tender shall stand rejected and Bidder(s) deposit shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its currency and penal action including blacklisting of such firms will be taken.
22. The overall liability including damages & penalty is limited to the amount not exceeding more than 10% of the Contract Value. If the penalty exceeds 10% of Contract Value, the Contractor will be debarred from further works of B.M.C.
23. The items supplied under this contract should be guaranteed for satisfactory performance. However, the guarantee obligation is limited to defects during

normal course of operation and damage / defects due to accidents, thefts, vandalism, mob fury, and other force majors conditions are not covered under guarantee.

24. The bidder shall bear the expenses towards the testing of material as specified in the tender at any of the test laboratory/manufacturers works recommended by BMC. The order will be revoked in case it fails in applicable Tests
25. If it is observed that the contractors carrying out the work fail to comply with the instructions given by the higher Authorities at A.M.C./ M.C. level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitrable at all.
26. The BMC in this contract is the Employer and Executive Engineer (ATC) is the Engineer for this contract. The contractor shall submit the all test certificates and shall observe strict adherence to the given standards unless, otherwise specified in writing by competent authority is expected. Any deviation from the given standards will not be tolerated.
27. The entire work shall be completed within contract period as specified from the date of issue of the work order.
28. Departure from Specifications: Should the bidder wish to depart from the provisions of the specifications or general conditions of contract, he shall clearly mention them giving his reasons thereof. Unless this is done, the equipment offered and work executed shall be deemed to comply in every respect with the terms and conditions of the specifications without claiming any extra charges whatsoever.
29. The payment of the bills and other claims arising out of the contract will be made in the name of Bidder's Bank by Cheque/ E.C.S./ R.T.G.S. Successful bidder therefore will have to furnish information as regards the name and complete address of his bank, its branch and the bank A/c no & E.C.S. No. etc. along with tender document. They will have also to submit updated information when there is any change in this regard.
30. The bidder shall submit the warranty certificate (for the period of 12 Months) from OEM for supplied materials.

SECTION 14

APPENDIX & PROFORMAS

FORM OF TENDER

To,
The Brihanmumbai Municipal Commissioner
Sir,

I/ We have read and examined the following documents relating to the construction of

- i. E-tender Notice.
- ii. Instruction to bidders
- iii. General condition of contract for Civil, Mech & Elect. Works of the Brihan mumbai Municipal Corporation as amended up to date.
- iv. Specifications.
- v. Special instruction to bidders
- vi. Annexure A and B
- vii. Appendix and Formats
- viii. Bill of Quantities and Rates.

1A. I/ We
(full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business, for the establishment/ firm/ registered company, named herein below, do hereby offer to
.....
.....
.....

Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

1B. 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 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 the establishment/ firm or any other person, who have filled in the tender for the aforesaid work."

2. I/ We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to Rs. /- (**Rs.**.....)
 I/ We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest
4. I/ We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/ us, and in consideration of yours agreeing to refrain from so doing I/ we agree not to withdraw the offer constituted by this tender be-fore the date of communication to me/ us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
5. I/ We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/ We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
 - a. I/ We fail to keep the tender open as aforesaid.
 - b. I/ We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/ We do not commence the work on or before the date specified by the Engineer in his work order.
7. I/ We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/ We further agree that, I/ we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. "I/ We..... have failed in the accompanying tender 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.

10. "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 with-drawn by the Corporation,"

Address

.....

Yours faithfully,

Digital Signature of the
 Tenderer or the Firm

1.....
 2.....
 3.....
 4.....
 5.....

Full Name and private residential address of
 all the partners constituting the Firm

A/c No.

.....

1.
 2.
 3.
 4.
 5.

Name of Bank

.....

Name of Branch

.....

Vender No.

AGREEMENT FORM

Tender No

dated

Standing Committee Resolution No.dated.....

CONTRACT FOR THE WORKS **"Supply of Microprocessor Cards for ATC Traffic Signal Controllers."**

This agreement made this day of Two thousand

Between

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

.....in

Mumbai under the style and name of Messrs

..... (Hereinafter called "the con-

tractor of the one part and Shri

the Director(E.S.& P.)/D.M.C. (Infrastructure) (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 Director (E.S.& P.) /D.M.C. (Infrastructure) of the second part and the Brihanmum-

bai Municipal Corporation (hereinafter called "the Corporation") of the third part,

WHEREAS the contractor has tendered for the construction, completion and mainte-

nance 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 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) Standard General Conditions of Contracts (GCC)
 - h) 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.

Signed with designation stamp of the contractor, Sealed and delivered by the contractors)

Seal

Trading under the name & style of)

In the presence of witness

Witness No. 1: Name & Address

Name:

Resi Address:.....

..... Signature of Witness No. 1

Witness No. 2: Name & Address

Name:

Resi Address:.....

..... Signature of Witness No. 2

Signed by the Director (E.S.& P.) /D.M.C.(Infrastructure) in the presence of

1.....

2.....

Director(E.S.& P.)/
D.M.C.(Infrastructure)

Name and Signature of concern
Dy.Ch.Eng. & Ch.Eng.(HOD)
with Designation Stamp

Dy.Ch.Engr.
(Traffic)
Shri/Smt.....

Ch.Eng.
(Roads & Traffic)
Shri/Smt.....

.....

.....

The Common seal of the Brihanmumbai Municipal Corporation was affixed on the day of20..... presence of

1.

2.

Two members of the Standing Committee of the Brihanmumbai Municipal Corporation.

Witness:
(Shri/Smt.....)
Office Superintendent,
Municipal Secretary's Office

BANKERS GUARANTEE 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 contractor') of the second part Shri. _____
_____ THE BRIHANMUMBAI MUNICIPAL COMMISSIONER
(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 contractor have submitted to the Commissioner tender for the
execution of the work of " _____
_____ and the terms of such tender/ contract require that the
contractor 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 contractor 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 contractor, 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 contractor are constituents of the Bank and in order to facilitate the keeping
of the accounts of the contractor, the Bank with the consent and concurrence of
the contractor 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 contractor (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 upto _____ "Notwithstanding
anything what has been stated above, our liability under the above guarantee is
restricted to Rs. _____ only and guarantee shall remain in force upto
_____ 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/Performance Guarantee in Indian Rupees.

ANNEXURE - A

1. The Engineer for this works: Ex. Eng. (ATC)
2. The Estimated Cost: **Rs.1,07,22,865/-**
3. Earnest Money Deposit : **Rs.2,14,500/-**
4. Time Period – **8 Months for supply (Inclusive of Monsoon) + One year Warranty**
5. The "Actual cost of the work" shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.
6. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
7. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

ANNEXURE- B

PRE-CONTRACT INTEGRITY PACT

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is

divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

- i. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- iii. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- iv. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/ Bidder

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, 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 Tenderer/ Bidder

ANNEXURE -E

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 BMC by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/ my partners/ company/ other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provision 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 D

Rate Analysis

Item Description:					
Sr. No.	Description of Rate Analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Bidder/ Tenderer

PROFORMA- I

The list of similar works as stated in Eligibility Criteria during last Seven years-

Sr. No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

- 1) Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
- 2.) Works shall be grouped financial year-wise.

Sign & Seal of the Bidder/ Tenderer

PROFORMA- II

Yearly turnover of Works during the last five years.

Sr. No.	Financial year	Annual Turnover of Works	Updated value to current year	Average of last 3 years	Page No.
1					
2					
3					
4					
5					
Total					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

Sign & Seal of the Bidder/ Tenderer

PROFORMA- III

Details of similar works as stated in Eligibility Criteria during last Seven years.

Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in-charge for each work should be annexed in support of information furnished in the above proforma.

Sign & Seal of the Bidder/ Tenderer

PROFORMA- IV

Technical Personnel

Sr. no.	Post	Name	Qualification	Experience

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted /uploaded.

Sign & Seal of the Bidder/ Tenderer

PROFORMA – V

Machinery: (for special work only)

NOT APPLICABLE

PROFORMA - VI / A

NOT APPLICABLE

PROFORMA - VI / B

NOT APPLICABLE

PROFORMA-VII

AFFIDAVIT FOR BEST PRICE

Tender No. _____

To,
The Municipal Commissioner,
For the Brihanmumbai Municipal Corporation.

Sir,

Bid No. _____

"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 details with addresses have not filled in this tender under any other name or under name of any other establishment/ firm otherwise, nor are we in any way related to concerned with any establishment / firm or any other person, who have filled in the tender for aforesaid work".

"I/ We do hereby further undertake that, we have offered the best prices for the subject supply work as per present market rates. **Further, we do hereby undertake and commit that we do 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 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, 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 raise 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 differential tax structure, different Dollar values of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/ We will be given a reasonable opportunity 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.

TENDERER'S FULL SIGNATURE

WITH FULL NAME & RUBBER STAMP

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

PROFORMA – VIII
Structure and Organization

1. The bidder is _____
 - a) an individual
 - b) a proprietary firm
 - c) a firm in partnership
 - d) a limited Company or Corporation
 - e) a group of firms/joint venture
(if yes, give complete information in respect of each partner)
2. Attach the organization chart showing the structure of _____
the organization, including the names of the directors _____
and position of officers _____
3. Number of years of experience:
 - a) As a Prime Contractor
(Contractor shouldering major responsibility)
 - i) in own country _____
 - ii) in other countries (specify country) _____
4. Name and address of any associates the bidder has in _____
India (in case the bidder happens to be from foreign _____
country) who are knowledgeable in the procedures of _____
customs, immigration, taxes and other information _____
necessary to do the work _____
5. For how many years has your organization been in _____
Business of Installation & maintenance of road traffic _____
Signal system work? _____
6. Were you ever required to suspend construction for a _____
period of more than six months continuously after you
started? If so, give the name of the project and give
reasons therefor _____
7. Have you ever left the work awarded to you incomplete? _____
(If so, give name of project and reasons for not
completing work) _____

Sign & Seal of the Bidder/ Tenderer

PROFORMA – X

ORIGINAL EQUIPMENT MANUFACTURER UNDERTAKING

(On Letterhead of OEM)

To,
Brihanmumbai Municipal Corporation
Ex. Eng. (ATC),
Ground Floor, Engineering Hub,
Dr. E. Moses Road, Worli,
Mumbai – 400 018.
India.

WHEREAS M/s. Kapsch TrafficCom Transportation S.A.U. who are established and reputable manufacturers of Microprocessor Cards having production facilities at [insert: address of factory] do hereby authorize [insert: name & address of bidder] (hereinafter, the "bidder") to submit a bid, and subsequently negotiate and sign the contract with you against the tender for **"Supply of Microprocessor Cards for ATC Traffic Signal Controllers"**

We hereby extend our full support for the procurement of Microprocessor cards of utilized for Telvent make controller for Mumbai ATC signals. We also hereby declare that we and..... [insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract(including warranty). we, the Original Equipment Manufacturer (OEM), will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist on a reasonable and best effort basis, in the performance of all its obligations to the bidder under the Contract.

Authorised Signatory

M/s. Kapsch TrafficCom Transportation S.A.U.