

MUNICIPAL CORPORATION OF GREATER MUMBAI

(Assessment & Collection Department)



e- TENDER DOCUMENT

For

**APPOINTMENT OF PROFESSIONAL AGENCY FOR PROVIDING
SEARCH REPORTS OF PROPERTY CARDS FROM GOVT. OF
MAHARASHTRA**

Bid Number : 7200038350

Cost of Tender : Rs. 5800/- + 18%GST

Tender issued by : Office of Assessor & Collector,
Municipal Printing Press Bldg., 3rd Floor,
546, N.M. Joshi Marg, Byculla (West),
Mumbai- 400 011.

ARTICLE OF AGREEMENT DOCUMENT

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SECTION-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

Assessor & Collector

Bid No. 7200038350

e-TENDER NOTICE

Sub.: Appointment of Professional Agency for providing search reports of property cards from Govt. of Maharashtra

The Brihanmumbai Municipal Corporation (BMC) invites e-tender for Appointment of professional agency / consultant/ vendor/ FIRMS OR COMPANIES for providing search reports of property cards. Bidding Process will comprise of THREE stages.

The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of Rs.5800/- + 18% GST. The applicants 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.

- i) To download the application form, for those applicants not having vendor registration, need to apply online for vendor registration at BMC's portal (<http://portal.mcgm.gov.in>).
- ii) For e-Tendering registration, enrolment 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.

Name of work	Place	Estimated Cost of Project
Appointment of Professional Agency for providing search reports of property cards from Govt. of Maharashtra	online	Rs. 52,65,750/-

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 (the "EMD") of **Rs.1,05,315/- (Rupees One Lac Five Thousand Three Hundred Fifteen Only)**, 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 (<http://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 Assessor & Collector. 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. (<http://portal.mcgm.gov.in>)

The Applicants interested for the above referred works may contact the Assessment & Collection department at the following address on any working day during office hours.

Office of Assessor & Collector,
Municipal Printing Press Bldg., 3rd Floor,
546, N.M. Joshi Marg, Byculla (West),
Mumbai - 400 011.

The applicants can collect the information of the present status from the department who have invited the bids.

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

Sd/-
ASSESSOR & COLLECTOR

Header Data

Tender Document No.	7200038350
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Appointment of Agency for providing search reports of property cards
Cost of Tender Document	Rs.5800/- + 18% GST
Cost of e-Tender (Estimated Cost)	Rs. 52,65,750/-
Bid Security Deposit / EMD	Rs. 1,05,315/-
Date of issue and sale of tender	21/10/2022 from 12.00 Hrs.
Last date & time for sale of tender & Receipt of Bid Security Deposit	03/11/2022 from 16.00 Hrs.
Last date Submission of Packet A, B & Packet C (Online)	03/11/2022 from 16.00 Hrs.
Pre-Bid Meeting at office of Dy.Municipal Comm. (A & C) at 6 th floor BMC Head Office, Annex Bldg. Fort, Mumbai-1	27/10/2022 from 15.00 Hrs.
Opening of Packet A	04/11/2022 after 12:00 Hrs.
Opening of Packet B	04/11/2022 after 12:05 Hrs.
Opening of Packet C	09/11/2022 after 16:00 Hrs.
Address for communication	Office of Assessor & Collector, Municipal Printing Press Bldg., 3 rd Floor, 546, N.M. Joshi Marg, Byculla (West), Mumbai – 400 011
Venue for opening of bid	Online in office of Assessor & Collector

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/-
ASSESSOR & COLLECTOR

SECTION-2

ELIGIBILITY CRITERIA

2.1. Technical Capacity

Consultant/vendor/firms or companies in their own name should have done similar work of search reports of property cards during last seven (7) years ending last day of month previous to the one in which bid is invited as a prime contractor (or as a nominated sub-contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- α) Three similar completed works each of value not less than the value equal to 20% of estimated cost put to tender
Or
- β) Two similar completed works each of value not less than the value equal to 25% of estimated cost put to tender
Or
- χ) One similar completed work of value equal and or not less than the 40% of estimated cost put to tender
- δ) The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

2.2. Financial Capacity

Achieved an average annual financial turnover minimum of 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. Turnover should be certified by 'Chartered Accountant'.

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

2.3. Similar Experience:

For assessing the technical capacity of works; the agency is a reputed firm/Company who regularly under takes the works of providing search reports of property cards from Govt. of Maharashtra and has adequate technical knowledge and experience.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION-3

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(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 Applicant(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 Applicant 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 Applicant 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 Applicant(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 Applicant or 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 Applicants 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 Applicant 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 Applications 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 Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant 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 Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION-4

INTRODUCTION

4.1. Background:

Brihanmumbai Municipal Corporation invites e-TENDER from eligible and reputed firms for Appointment of professional agency to provide search reports of 67 property cards which includes approx. 595 CTS numbers for 30 years. The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites online e-Bid for the above mentioned work in three Packet 'A', Packet 'B' and Packet 'C' from professional agencies, who are eligible for carrying out the above mentioned job subject to fulfilling the Criteria and the conditions given in the bid document.

SECTION-5

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 "Professional Agency" Vendor read as "Bidder /Professional Agency / Company / Partnership Firm / Sole Proprietor"

Vendor Quotation read as "Bid/Offer" Purchaser read as "Department/ BMC"

I. Before entering in to online tendering process, the Professional Agencies should complete the registration process so as to get User ID for E-tendering links. For this, the Professional Agencies can access through Supplier registration via BMC Portal.

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

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

- a. Bidders 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 applicant 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. Appointment of professional agency to provide search reports of property cards BIDDING: Applicant will Quote and Upload Tender Documents

- Access e-tender link of SRM Portal
- Log in with User ID and Password
- Selects desired Bid Invitation (he wants to bid)
- To download tender documents Bidders will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
- Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
- Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
- All the documents uploaded have to be digitally signed and saved. Bidders can procure there digital signature from any certified CA's in India.
- Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
- For commercial details (in Packet C) Bidders will fill data in Item Data tab in Service Line Item via details and quotes his "Item Rate" figure. By default the value is zero only.
- Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
- Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
- Please note that "Hold" action do not submit the Bid.
- Applicants will receive confirmation once the Bid is submitted.
- Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.

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 centres in BMC Ward Offices.

The e-tender is available on BMC portal, <http://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 tenderer will be opened as per the time-table shown in the Header Data in the office of Assessor and Collector Department.

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

SECTION-6

INSTRUCTIONS TO APPLICANTS

* **Scope of Application**

The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage.

• **Eligibility of Applicants**

PROFESSIONAL AGENCY, OF REPUTE AND STANDING, POSSESSING CAPABILITY/ EXPERIENCE, AND HAVING PAST PERFORMANCE FOR PROVIDING SEARCH REPORTS OF PROPERTY CARDS

6.1. **General Criteria**

- 1) The Bidder should be a firm/individual/Company having registration in India and they should have been in operation for a period of at least 1 (One) years as on bid submission date in India.
- 2) Bidder should have office in BrihanMumbai Municipal corporation Region
- 3) Professional Agencies / firms or companies, of repute and standing, possessing capability/ experience, and having past performance of providing search reports. The Bidder should have past performance of providing search reports of property cards from Govt. of Maharashtra.
- 4) Bidder or any of its holding company/subsidiary company should not have been black listed/barred/banned from doing business by any Local or State or Central Government/Government Department or any of its undertaking or agency at any point of time. Self-declaration is required to be uploaded on letterhead of bidder. Any false statement will invite rejection of bid.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

A. **Equipment Capabilities as required for this work**

The bidder should, undertake their own studies and furnish with their bid, a detailed work planning and methodology supported with assessment study of requirements of

equipment to allow the employer to review their proposal. The bidder will ensure his commitment to 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 on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.

B. 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.

* **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) 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.
- c) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- d) Proof of Office established in BrihanMumbai Municipal Corporation Region from last date of previous month of bid issue date.

The bidders shall categorically provide their Email-ID in packet 'A'.

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 re- quired to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

PACKET – B

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

- a) The list of similar type of works as stated in para 2.1 in prescribed proforma, in the role of prime Contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last five years at least one contract of similar works as stated in para 'A' of Post qualification.
- b) Annual financial turnover for preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.** (Proforma – II)

Note:

- i. 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.
- ii. 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.

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.

PACKET – C

Online tender filled in Item Rate Basis, For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his Item wise rates. 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 concerned Dy. A. & C.

BID SECURITY OR EMD

- * The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid 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.
- * The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centres in BMC Ward Offices.
- * 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.
- * The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- * The Bid Security/ EMD of L-3 and bidder shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.
- * The Bid Security 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 Bidder, 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 re-ported, 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. **Sales Tax Registration Certificate**
 - iii. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
 - iv. **Partnership Deed and any other documents**
 - v. **Undertakings as mentioned in the tender document.**

- b. **Wrong calculation of Bid Capacity,**
 - c. **No proper submission of experience certificates and other documents, etc.**
- ii) **Non-curable Defect shall mean**
- a. **In-adequate submission of EMD/ASD amount,**
 - b. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**

BID VALIDITY

- * Bids shall remain valid for a period of not less than One hundred 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.

DEFECT LIABILITY PERIOD **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

A. Performance Guarantee

The successful bidder shall pay Performance Guarantee of 5% of the total contract cost in the form of BG only with in time specified and execute the contract on the day fixed and intimated in writing. The Performance Guarantee will be refunded after satisfactory completion of the implementation stage, however at the time of refund of performance bank guarantee a fresh bank guarantee equal to the amount of 5% of support amount in the contract for next two years.

The failure to pay Performance Guarantee within 45 days from issue of LoA shall be deemed to have committed a breach of the undertaking given by him in the tender for which the MCGM may forfeit the EMD. In that eventuality his tender shall stand rejected.

The PG shall be paid in one the following forms.

- i. Cash (In case guarantee amount is less than ₹.10,000/-)
- ii. Demand Draft (In case guarantee amount is less than ₹.1,00,000/-)
- iii. Government securities
- iv. Bank Guarantee from a scheduled Bank.
- v. Fixed Deposit Receipts (FDR) of a Schedule Bank.

An electronically issued irrevocable bank guarantee bond of any Schedule bank in the prescribed form given in Annexure.

Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill whichever is later.

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

Note:

If the successful bidder fails to submit PBG within specified time period, then the first show cause notice will be issued to the bidder to deposit the PBG within 15 days. If the bidder still fails to deposit the PBG till the end of first show cause notice period, a second show because notice will be issued to bidder to deposit the PBG in 15 days. If the Bidder still fails to deposit the PBG till the end of second show cause notice period, a third show cause notice of fifteen (15) days will be issued to Bidder to deposit the PBG. Further if the bidder fails to deposit the PBG till the end of the third show cause notice, Earnest Money Deposit (EMD) of the Bidder will be forfeited and the contract will be terminated.

Refund of performance guarantee

The Deposit on account of performance guarantee shall be released within 30 days of refunded after satisfactory completion of the implementation stage, however at the time of refund of performance bank guarantee a fresh bank guarantee equal to the amount of 5% of support amount in the contract for next two years.

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 6 months from the completion period.
- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period 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. List of approved Banks is appended at the end of Instructions to Bidders (ITB). 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.
- d) As per article 54 read with 40(B) of stamp duty act, stamp duty of 0.50% will be applicable to our bank guarantee submitted and which are required to be renewed after expiry of time period.

A. Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no. 10318 dtd 24.03.2022 or on going rate if new circular circulated thereafter.

Contract Value				Legal + Stationery 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/-	To	Rs.	(Maximum)	Rs. 93,920/-

B. Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer 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 :

Where the amount or value set forth in such contract does not exceed rupees ten lakhs	Five hundred rupees stamp duty
Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount above Rs.10,00,000/- (Ten Lacs) subject to the maximum of rupees 25,00,000/ stamp duty
Bank guarantee: As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.	

- ii. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order 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 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.

IMPORTANT DIRECTIONS

1. 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 qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.
2. 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.
3. Applicants/ Bidders shall refer 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.
4. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to ac@mcgm.gov.in The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for Appointment of Agency for providing search reports of 67 property cards which include 595 CTS numbers for 30 years.**
5. In case of **Equal Rate** 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-Documents 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.**
6. 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 HOD In-Charg.

SECTION-7

SCOPE OF WORK

To collect search Report from Govt. of Maharashtra of 67 numbers of Properties which including 595 CTS numbers for aprox 30 years. Details of properties are mentioned below.

The Commissioner of BrihanMumbai Municipal Corporation (BMC) invites online e-Bid for the above mentioned work in three Packet 'A', Packet 'B' and Packet 'C' from professional agency, of repute and standing, possessing capability/ experience, and having past performance of providing search reports of property cards.

Details of properties to be carried out search reports

Sr. No.	SAC No.		Name of the Party	Nos of CTS Number involved with Village	Reason / Remark
1	AX	AX0502080080000	THE COLABA LAND & MILL CO. LTD PRESENT OWNER BAI JENABAI A K PORBUNDERWALLA	145, Colaba Division	
2	AX	AX1300140000000	LALJI JAICHAND KAMPANI BHAGWAN DAS LALJI KAMPANI & MANGAL DAS LALJI KAMPANI	1205, Fort Division	
3	AX	AX0501980020000	THE COLABA LAND & MILL CO.	500, Colaba Division	
4	BX	BX0203140070000	BABALAL CHIMANLAL & AMRATLAL C HIMANLAL BABALAL CHIMANLAL & AMRATLAL C HIMANLAL	1223	
5	CX	CX0607410210000	NAKODA MAHOAMED SAYED ROGAY & ORS.		HON.A & C SANCTIONED RECEIVED FOR ACUTION U/NO. क्र.सहा. कवसं/ सी / CAR /06 /02 / 2019-20 ,DT. 19.03.2021. SEARCH REPORT FROM SURVEY DEPARTMENT IS AVAILABLE
6	DX	DX2400670010000	MR A R JAFFER ,		
7	DX	DX1300380810000	M/S. RAJ DADARKAR & , ASSOCIATES,,		

8	DX	DX2400670190000	MR A R JAFFER ,		
9	DX	DX0901140050000	PLAZA PANCHSHEEL VICTORIA		
10	DX	DX1304970000000	SHRI HAJI EBRAHIM N BALWA		
11	DX	DX1102560060000	SHRENUJ &COMPANY LTD		
12	DX	DX2400700010000	MR A R JAFFER ,		
13	DX	DX2102430090000	SHRI B N GAMADIA PARSEE ,		
14	DX	DX1304810060000	HAJI EBRAHIM N BALWA ,		
15	DX	DX2301610090000	ABDUL KADER ALI MOHD ,		
16	DX	DX2303030080000	ABDUL RAZAK HAJI YUSUF KHAT ,		
17	DX	DX2202310090000	VAISHYA BHAJAN MANDAL ,		
18	EX	EX1305470220000	M/s.Summer Buildcorp Pvt Ltd		
19	EX	EX1305460000000	Abdul Husain SG Tambawala		
20	EX	EX1305440070000	Abdul Husain SG Tambawala		
21	EX	EX1606910120000	M/s. R. R. Builders		
22	EX	EX1604450030000	J. K. Builders		
23	EX	EX1600830040000	M/s. Heks Realty		
24	EX	EX1305740030000			
25	EX	EX1305800030000			
26	EX	EX1303980010000			
27	EX	EX1305630010000			
28	FN	FN1009470330000	M/s SHREE DEVELOPERS		Residential
29	FS	FS0302460150000	M/s. MS R B BUILDERS AND DEVELOPERS	1/112 Parel Shiwari Division	
30	GN	GN0101940010000	M/s P S K DEVELOPERS PRIVATE LTD	F. P. 546, 548, 550 TPS IV MAHIM DIVISION	
31	GN	GN1200650020000	HON SECY JASODA CO OP HOUSING SOCIETY LTD,	F. P. 270 TPS III MAHIM DIVISION	
32	GS	GS1402740060000	New Sherin Talkies		
33	GS	GS0904320040000	M/S KRYPTON CONSTRUCTIONS & ,		

34	GS	GS1400720040029	phoenix Realtors Pvt. Ltd. . ,3rd Flr.,Ceejay Hou		
35	HE	HE2303240520000	SHRI S.C.SHAH	CTS.NO.421,421 of Bandra(East)	
36	HE	HE3000730010000	JAGDEVSINGH GOVINDSINGH	4954A/4954B,4954- B/1,4954C,4954c/1 to 4954C/7 of village Kolekalyan, CST Road	
37	HE	HE1704930030000	SMT RABABAI A FANASWALLA	228 & 228/1 of village I Ward, Taluka Bandra	
38	HW	HW1404660020000	M/s. SUMER ASSOCIATES	26	
39	HW	HW0106300050000	GALAXY CORPN 10 PLANET	5	
40	HW	HW0104430010000	M/S.FALAK HOME DEVELOPERS	3	
41	KE	KE1003660550000	M/S. CHARMI NIRMAN		
42	KE	KE1006610310000	M/S. SRUJAN DEVELOPMENT		
43	KW	KW1514251870000	M/s.BHAVSAR CONSTRUCTION PVT LTD.,P.O.M/s.BHAVSAR CONSTRUCTION PVT LTD.,	Nos of CTS Number- 05(CTS No.444, 446/1-2 & 445 OF VILLAGE- OSHIWARA)	PROPERTY FOR AUCTION SALE
44	KW	KW2609670030000	THE EXECUTIVE ENGINEER GOVT HOUSING BOARD+ P.O.SECY 14 CO OP HSG SOCY+ C/o.MR.SURAJ HANDA+	Nos of CTS Number- 02 (CTS No.29/1/A & CTS No.29/1/B OF VILLAGE-JUHU RURAL JUHU)	1)PAPERS SEND TO CITY SURVEY OFFICE UNDER No.AAC/KW/GEN-340/22-23 DTT.13.07.2022. 2) PAPERS SEND TO LAW OFFICER(HEAD OFFICE) UNDER No.AAC/KW/GEN-337/22-23 DTT.13.07.2022. 3) PAPERS SEND TO SUPDT (SURVEY) UNDER No.AAC/KW/2402/21-22 DTT.13.07.2022.
45	KW	KW1514030010000	M/s.BYRAMJI JIJIBHOY PVT.LTD P.O. SMT.JAYALAXMI PRAVIN CHANDRA+ P.O.JAYA P SHAH+	Nos of CTS Number- 01 (CTS No.674 OF VILLAGE- OSHIWARA)	1)PAPERS SEND TO CITY SURVEY OFFICE UNDER No.AAC/KW/GEN-399/22-23 DTT.13.07.2022. 2) PAPERS SEND TO LAW OFFICER(HEAD OFFICE) UNDER No.AAC/KW/GEN-338/22-23 DTT.15.07.2022.

					3) PAPERS SEND TO SUPDT (SURVEY) UNDER No.AAC/KW/2315A/18-19 DTT.13.07.2022.
46	KW	KW1901430080000	SHAIKH HUSEIN SHAIKH YUSUF P.O.SHRI GULAM HASAN SK HASAN	Nos of CTS Number- 08 (CTS No.768(pt), 769/ 1 To 6 OF VILLAGE-AMBIVALI)	PROPERTY FOR AUCTION SALE
47	LX	LX0103282190000	Shanti Sadan Co.Op.Hsg.So.Ltd		The concerned property is Land. The amount of outstanding and penalty is as on July 2022.
48	ME	ME0407210030000	मे.स्पॅनको टेलीसिस्टम एन्ड सोल्युशन लि.		
49	ME	ME0407560100000	मे.सिंगाडिया इंजिनियरिंग वर्क्स		
50	MW	MW0703660210000	SMT.USHABEN MAHENDRAKUMAR SHAH & TARAGAU A.SHAH (RELIANCE ENTERPRISES LTD) (FSI - 3 UNMETERED)	149,149(P.T),152,152 /1 TO 63,152/65 TO 67,152/112 TO 119	1.SEARCH REPORT 2.नगर भूमापन यांना पत्र 3. LETTER TO SRO,SRA, EXT.ENGG. B.P. 4.चर्तुसिमा 5.लिलावाची नोटीस 02.09.2021
51	NX	NX0202750140000	NIRAJ VED CATOOWNER	5348-C	The Property has not paid property tax since period 201420
52	PN	PN0706800210000	DR.POSHAH HOUSECON PVT. LTD.	CTS NO.472B,472B/1 TO78,472B/93 TO122	Resi.
53	PN	PN0602022610000	S.G.F.ENTERPRISES	CTS NO.291(Pt.) Village kurar,Appa Pada,Malad (east)	Resi.
54	PN	PN0605261990000	NOBLE INFRA PROJECT	CTS NO.709,726,727,727/ 1 TO 6,728,728/1-2 KURAR VILLAGE VAISHET PADA MALAD (EAST)	Resi.

55	PS	PS2205290080000	M/S EASTERN CERAMICS LTD	CTS No. 236/1 to 3, 237, 237/1, 238, 238/1, 239 of Village Pahadi Goregaon West	1) Charge Loaded on Property Card after attachment action taken due to non payment of Property Tax. 2) Confirmed by Sr. Survey Western Suburb U/No. SPS/AUS/01/2020-21 Dt. 27.02.2021. 3) Letter Sent to ALO U/No. AA&C/PS/Gen/244/2022-23 Dt. 06.07.2022 for Search Report
56	RC	RC0904080030000	OM JAGDISH CHS.LTD	1387/11 EKSAR- BORIVALI	Property attached on 02.03.2022 and till date no any payment received hence proposed for auction.
57	RN	RN1611760010000	M/S VEEKAYLAL INVESTMENT CO OC CUP RAMA RAGHU BHOIR		Resi.
58	RN	RN0408800200000	SHRI P. B. PATEL		Resi.
59	RN	RN0501430070000	SHRI Y R TAWDE M T BHAGWANDAS P KANOJIA		Resi.
60	RS	RS0401640050000	DELPHINE CHS LTD.		Plot of Land
61	RS	RS0503290960000	SHRI. ASHOKKUMAR JAIN & OTHERS		Commercial Property (Spring Club)
62	RS	RS0711180010000	M/S.JIVAN SHRADDHA CHS		Plot of Land (JIVAN SHRADDHA)
63	SX	SX0307241130000	M/S SSV DEVELOPERS & BUILDERS		NON PAYMENT OF PROPERTY TAX
64	SX	SX0307241050000	M/S GODREJ & BOYCE, M/S LAXMI CORPN.		NON PAYMENT OF PROPERTY TAX
65	TX	TX0404080010000	Balaji Apartment		Search Report Awaited
66	TX	TX0407380010000	Shri. S P Jain, Director Jawahar Talkies		Search Report Awaited
67	TX	TX0404830110000	MS Nirmal Priti CHS LTD		Search Report Awaited

Note: The Department shall provide necessary assistance including Assessment, complaint disposal, Notices, Orders related document to the successful Bidder.

SECTION-8

BILL OF QUANTITIES

Sub : Appointment of Professional Agency for providing Search reports of property cards from Govt. of Maharashtra.

Sr.No	Description of work	Total Cost (Rs)
1.	2.	3.
1.	Provide Search report of 67 properties including of 595 CTS numbers for aprox 30 years	44,62,500/-
5.	GST (Rate) – 18%	8,03,250/-
6.	Grand Total with GST applicable	52,65,750/-

Total Amount in words: Fifty Two Lakh Sixty Five Thousand Five Thousand Seven Hundred Fifty Only

Note: GST shall be included.

* GST is presumed to be 18%, However the same will be paid at the actual rate applicable to the service provided by Contractor at the time implementation of GST.

* Please note that this BoQ is for representational purpose. Bidders are supposed to quote their prices on the portal directly.

* Rate analysis of the offer has to be submitted only by the 1st & 2nd lowest bidder that too after demand notification by BMC and not in commercial packet.

Signature of bidder with rubber stamp

SECTION-9

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The "Contract" shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The "Firm" shall mean the professional agency like individual or firm or company or Consultant/vendor whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Bid is the completed bidding document submitted by the professional agency to the Employer.

The "Contract Sum" means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note : The contract sum shall include the following –

- ✓ In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the bidder's percentage.
- ✓ In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- ✓ In case of lumpsum contract, the sum for which tender is accepted.
- ✓ Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- ✓ Additions or deletions that are accepted after opening of the tenders.

The "Contract Cost" means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by A&C after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Authority shall mean BrihanMumbai Municipal Corporation of Greater Mumbai (BMC)

The "Employer" shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all "Additional Municipal Commissioners, Director (Engineering Services & Projects)" and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

The officer in-charge shall mean the Municipal Commissioner in executive charge of delegated officers of the Assessment & Collection Department i.e. Addl. M.C.(E.S.)/ D.M.C.(A&C)/ Asst. Commissioner/ A&C/ Dy. A & C / A. A. & C. shall mean and include all the successors in BMC.

Firm's Equipment means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein,

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the professional agency shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Assessor & Collector / Dy. Assessor & Collector by issuing an extension of time.

Materials are all supplies, including consumables, used by the professional agency for incorporation in the Works and works of routine maintenance.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

"Specification" shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the A&C/Dy.A&C.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the contractor shall commence execution of the Works.

Variation means a change to the:-

- i) Specification (if any) which is instructed by the Employer.
- ii) Scope in the Contract which is instructed by the Employer.
- iii) Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to record, supply, install, maintain, and turn over to the Employer.

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

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The A&C/ Dy.A&C will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Bill of Quantities, and (10) Any other document listed in the Contract Data.

3. Concern Officer's Decisions

3.1 Except where otherwise specifically stated, the A&C/ Dy.A&C/ will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the A&C/Dy.A&C/ is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

3.2 Except as expressly stated in the Contract, the A&C/Dy.A&C/ shall not have any authority to relieve the Contractor of any of his obligations under the contract.

4. Delegation

The officer In Charge, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s),

except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

5. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Officer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Officer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

6. Queries about the Contract Data

The Assessor & Collector / Dy. Assessor & Collector will clarify queries on the Contract Data.

7. Instructions

The Contractor shall carry out all instructions of the concern Officer, which comply with the applicable laws where the Site is located.

The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its sub Contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.

concern Officer to have power to issue further instructions:

The concern Officer shall have the power and authority from time to time and at all times to make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the concern Officer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, ~~as provided under condition no.10(a) hereinafter.~~

No work which radically changes the original nature of the Contract shall be ordered by the concern Officer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance ~~with condition no.13d.~~

The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the concern Officer. The concern Officer's decision in this case shall be final.

B. Time Control

8. Extension Of Time In Contracts :

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

a. Extension attributable to BMC

i) Extension Due To Modification: If any modifications have been ordered which in the opinion of the concern Officer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the concern Officer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of the works.**

ii) Extension For Delay Due To BMC: In the event of any failure or delay by the BMC due to change in programme or any other delay caused by the BMC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the BMC may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in work, specifications, quantities shall be needed to be justified with recorded reasons with approval of competent Authority. For not anticipating the same while preparing estimates and draft tender.

9. Delays Ordered by the concern Office

The concern Officer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the DMC/AMC.

c. Cost Control

10. Variations

The concern Officer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes. Oral orders of the concern Officer for Variations, unless followed by written confirmation, shall not be taken into account.

11. Payments for Variations

If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

The rate for Extra/Excess shall be governed by clause 10.A of Standard General Condition of Contract

12. Payment Certificates

The payment to the Contractor will be as follows for the work:

- a.** A bill shall be submitted by the Contractor monthly or before the date fixed by the officer- In-charge for all works executed in the contract period, and the officer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the officer In-charge may depute a subordinate to get the said work done from the Contractor or his duly authorized agent whose counter signature to the log sheet, work register or challan shall be sufficient warrant, and officer In-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.
- b.** The concern Officer shall check the Contractor's fortnightly/monthly statement.
- c.** The value of work executed shall be determined, based on actual use of equipment by the concern Officer.
- d.** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e.** The value of work executed shall also include the valuation of Variations and Compensation Events.
- f.** The concern Officer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (g) The Contractor shall submit all bills on the printed forms at the office of officer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

13. Payments

Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the concern Officer within 15 days after submission of final e-auction report.

All sums payable by a Contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of BMC without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the Contractor shall on submitting a bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the officer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the officer In-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and repaired or re-submitted nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the officer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the concern Officers certificate of the work completion and of the total amount payable for the work shall be final and binding on all parties.

The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the concern Officer.

14. Tax

GST and other state levies /cess which are not submitted under GST 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 & Duties.

Whenever the services to be provided by the Tenderer, falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuation in market rates; increase in taxes/ any other levies/ toll etc. except that payment/ recovery for the 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.

15. Currencies : All payments will be made in Indian Rupees.

16. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

Finishing the Contract

17. Completion of Work

The Contractor shall request the concern Officer to issue a certificate of completion of the works, and the concern Officer will do so upon deciding that the works is completed. This shall be governed as per clause No. (g) of Standard General Conditions of Contract.

18. Taking Over

The Employer shall take over the works within seven days of the concern Officer issuing a certificate of completion of works.

19. Final Account

Final joint measurement of deliverable along with the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of completion of the work.

If the contractor fails to submit the final bill within 1 month, the BMC staff will prepare the final bill based on the joint measurement within next 3 months.

Assessor & Collector's decision shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in

dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and will be paid within 30 days of acceptance of the final bill.

Sr.no.	Amount of Contract Cost (₹)	Minimum Payable Amount in final bill
1	up to 5 Crs.	₹.10 Lacs or final bill whichever is more
2	Up to 25 Crs.	₹.1 Crore or final bill amount whichever is More
3	Up to 50 Crs.	₹.2 Crores or final bill amount whichever is More
4	Up to 100 Crs.	₹.4 Crore or final bill amount whichever is more
5	More than 100 Crs.	₹.7 Crore or final bill amount whichever is more

The contractor has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill: -

After 15 days from the date of completion/running Equal to 5% of bill amount bill up to certain date, up to next 15 days i.e. up to 30 days

Next 15 days up to 45 days from the date of Equal to 10% of bill amount completion/running bill up to specified date

If not submitted within 45 days from the date of Bill will not be admitted for completion bill payment.

20. Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a. the Contractor stops work when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the concern Officer
- b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. the concern Officer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the concern Officer;
- d. the Contractor does not maintain a Security, which is required;
- e. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f. the Contractor fails to provide insurance cover as required under relevant clause
- g. if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h. if the Contractor fails to set up prescribed equipment, within the period specified in the Contract Data/
- i. any other fundamental breaches as specified in the Contract Data.
- j. if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

When either party to the contract gives notice of a breach of contract to the concern Officer for a cause other than those listed above, the concern Officer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

21. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the concern Officer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer.

If the Contract is terminated at the Employer's convenience, the concern Officer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

D. Other Conditions of Contract

22. Contract Document

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

1. Contract Agreement (if completed)
2. The letter of Acceptance
3. The Bid:
4. Addendum to Bid; if any
5. Tender Document
6. The Bill of Quantities:
7. The Specification:
8. Standard General Conditions of Contracts (GCC)

All correspondence documents between bidder/Contractor and BMC.

23. Conflict of Interest

The Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the said work is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the said work. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the said work.

24. Applications and costs thereof

No Applicant shall submit more than one Application for the said work. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

25. Acknowledgment by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

26. Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this TENDER, "The Authority" reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/

Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

"The Authority" reserves the right to reject any Application and/or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by "The Authority", that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by "The Authority" to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law. "The Authority" reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

27. The bid shall be rejected if the bidder-

- a. Stipulates the validity period less than 180 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

28. Clarifications

Applicants requiring any clarification on the tender may notify "the Authority" in writing or by fax or e-mail. They should send in their queries before the date specified in the header data. "The Authority" shall Endeavor to respond to the queries within the

period specified therein. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The Authority” shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

29. Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

E. Preparation and Submission of Application

30. Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

31. Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects.

Incomplete and /or conditional Applications shall be liable to rejection.

The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded.

32. Marking of Applications

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents, upload in folder as "VENDOR" together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

33. Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

34. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

35. Clarification Of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Concern Officer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e- mail. No Bidder shall contact the Concern Officer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Concern Officer in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

36. Inspection of site and sufficiency of tender:

1. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
2. **Not Foreseeable Physical Obstructions or Conditions:**

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the concern Officer. On receipt of such notice, the Concern Officer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced Contractor, after due consultation with the Contractor, determine:

 - ✓ any extension of time to which the Contractor is entitled and
 - ✓ The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.
 - ✓ and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Concern Officer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Concern Officer which the Contractor may take in the absence of specific instructions from the concern Officer. However such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.
3. **Contractor's office near works:** The Contractor shall have an office near the works at which notice from the Commissioner or the Concern Officer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities for e- governance.

37. Official Secrecy:

The Contractor shall of all the persons employed in any works in

connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The Contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

38. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the A & C Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

39. Payments, Tax and Claims:

✓ The limit for unforeseen claims

Under no circumstances whatever the Contractor shall be entitled to any compensation from BMC on any account unless the Contractor shall have submitted a claim in writing to the Concern-in-change within 1 month of the case of such claim occurring.

✓ No interest for delayed payments due to disputes, etc:

It is agreed that the Municipal Corporation of Greater Mumbai or its Concern Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its concern officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its Concern Officer on the one hand and the Contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its concern Officers in making periodical or final payments or in any other respect whatever.

40. Settlement of Disputes:

✓ Termination of contract for death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the

Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

✓ **Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Concern Officer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner, Assessor & Collector and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to

arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

41. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations 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 provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by Arbitration as follows:

Arbitration shall be effected by a single arbitrator agreed upon by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihanmumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

42. Copyright:

The copyright of all drawings and other documents provided by

the Contractor under the contract shall remain vested in the Contractor or his sub-Contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

43. Receipts to be signed in firm's name by any one of the partners:

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

44. Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

45. Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

46. Price Variation Clause

No price variations shall be made applicable for contracts upto 12

months:

47. Payment:

Interim Payment :

No Interim Payment shall be made by A & C Department to Contractor.

48. Banning/De-Registration of Agencies in BMC

The regulations regarding Demotion/ Suspension Banning for specific period or permanently / De-Registration shall be governed as per the respective condition in Contractor Registration Rules of BMC.

49. JOINT VENTURE

Joint Venture is not allowed for this work.

50. PENALTY

If specified work not done in due time penalty will be implemented as specified in below chart. Maximum penalty will not be more than 10% of contract cost.

Description of work	Duration of work	Penalty
TOTAL COST (INCLUSIVE OF ALL TAXES AND CHARGES) OF JOB AS MENTIONED IN THE SCOPE OF WORK	7 day	½ % per day on incomplete allotted work

SECTION-10

FRAUD AND CORRUPT PRACTICES

- * The Applicants 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 Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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 hereinabove, if an Applicant 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 Applicant 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 Applicant 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 Applicants 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:

- ⌚ "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ⌚ "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- ⌚ "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;
- ⌚ "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;
- ⌚ "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;
- ⌚ "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
- ⌚ acts intended to materially impede the exercise of the Financier's inspection and audit rights provided .
- ⌚ "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.
- ⌚ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
- ⌚ a "party" refers to a participant in the procurement process or contract execution.

SECTION-11

PRE-BID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-12

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai 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	
<p>(A) S.B.I. and its subsidiary Banks:</p> <p>(1) State Bank of India (2) State Bank of Bikaner and Jaipur (3) State Bank of Hyderabad (4) State Bank of Mysore (5) State Bank of Patiala (6) State Bank of Saurashtra (7) State Bank of Travancore (8) State Bank of Indore</p> <p>(B) Nationalised Banks:</p> <p>(9) Canara Bank (10) Andhra Bank (11) Bank of Baroda (12) Bank of India (13) Bank of Maharashtra (14) Central Bank of India (15) Dena Bank (16) Indian Bank (17) Indian Overseas Bank (18) Punjab National Bank (19) Punjab & Sind Bank (20) Syndicate Bank (21) Union Bank of India (22) Vijaya Bank (23) UCO Bank (24) United Bank of India (25) Corporation Bank (26) Allahabad Bank (27) Oriental Bank of Commerce*</p>	<p>(C) Scheduled Commercial Banks:</p> <p>(28) Bank of Madura Ltd. (29) Bank of Rajasthan Ltd. (30) Banaras State Bank Ltd. (31) Bharat Overseas Bank Ltd. (32) Catholic Syrian Bank Ltd. (33) City Union Bank Ltd. (34) Development Credit Bank (35) Dhanalakshmi Bank Ltd. (36) Federal Bank Ltd. (37) Indus Ind. Bank Ltd. (38) I.C.I.C.I. Banking Corporation Ltd. (39) Jammu and Kashmir Bank Ltd. (40) Karnataka Bank Ltd. (41) Karur Vysya Bank Ltd. (42) Kotak Mahindra Bank (43) Lakshmi Vilas Bank Ltd. (44) Nadungadi Bank Ltd. (45) Ratnakar Bank Ltd. (46) South Indian Bank Ltd. (47) S.B.I. Commercial & Int. Bank Ltd. (48) Tamilnadu Mercantile Bank Ltd. (49) Vysya Bank Ltd. (50) HDFC Bank Ltd. (51) IDBI Bank Ltd. (52) Axis Bank Ltd</p>
<p>(D) Scheduled Urban Co-op. Banks:</p> <p>(53) Abhyudaya Co.op.Bank Ltd. (54) Bassein Catholic Co.op. Bank Ltd. (55) Bharat Co.op. Bank Ltd. (56) Mumbai Mercantile Co.op. Bank Ltd. (57) Cosmos Co.op. Bank Ltd. (58) Greater Mumbai Co.op. Bank Ltd. (59) Maharashtra State Co.op. Bank Ltd. (60) Mumbai Dist. Central Co.op. Bank Ltd (61) JanataSahakari Bank Ltd.</p>	<p>(E) Foreign Banks:</p> <p>(73) The Royal bank of Scotland Bank (NV) (74) American Express Bank Ltd. (75) ANZ Grindlays Bank (76) Bank of America N.T. & SA. (77) Bank of Tokyo Ltd. (78) Bank Indosuez (79) BanqueNationale de Paris (80) Barclays Bank (81) City Bank N.A.</p>

(62) North Canara GSB Co.op. Bank Ltd.	(82) Hongkong& Shanghai Banking Corpn.
(63) Rupee Co.op. Bank Ltd.	(83) Mitsui Taiyokbe Bank Ltd.
(64) Saraswat Co.op. Bank Ltd.	(84) Standard Chartered Bank Ltd.
(65) ShamraoVithalCo.op. Bank Ltd.	(85) Cho Hung Bank
(66) Mahanagar Co-op. Bank Ltd.	
(67) Citizen Bank Ltd.	
(68) Sangli Urban Co-op Bank Ltd.	
(69) Panjab & Maharashtra Co-op Bank Ltd.	
(70) Janakalyan Bank ltd.	
(71) Yes Bank Ltd.	
(72) Thane JantaShakari bank Ltd.	

SECTION-13

APPENDIX

Form of Tender

To,
The Municipal Commissioner,
Municipal Corporation of Greater Mumbai
Municipal Head Office building,
Mahapalika Marg, Fort,
Mumbai - 400 001.

Sir,

1. I / We have read and examined the following documents relating to work of _____
_____ for
_____ department.

- 1) Invitation to Tenders
- 2) Instructions to Tenderers and list of approved Banks
- 3) Form of Tender
- 4) Contract Agreement form
- 5) Banker's Guarantee in lieu of Contract Deposit
- 6) Special Instructions to the Tenderers
- 7) Special Directions to the Tenderers
- 8) Scope of work and Technical Specifications
- 9) Bill of Quantities & Rates - (Commercial Bid)
- 10) Special conditions, if any.
- 11) Minutes of pre tender meeting, if any.
- 12) Addendum, if any.

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 supply/ work of _____

_____ referred to in the Specifications and Bill of Quantities to the accompanying Form of Contract at the rates entered in the Bill of Quantities sent herewith and signed by me / us.

2. I / We hereby tender for execution of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the specifications, designs, drawing and other relevant details.
3. According to your requirements for payment of E.M.D. amounting to Rs. _____/- (Rupees _____ Only) for the work of _____

I/We have paid E.M.D. at the time of submission of Tender.

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 your agreeing to refrain from so doing I / We

agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal 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 of the Bid 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
I / We fail to keep the tender open as aforesaid
I / We fail to execute the formal contract or make the contract deposit when called upon to do so.
I / We do not commence the work on or before the date specified in the work order.
7. I/We _____ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes 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.
8. 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 Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
9. I/ We agree to undertake that I / We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/ us or any work assigned to me / us or is withdrawn by the Corporation.
10. 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.

**Full name and address with
Telephone nos., if any**

Yours faithfully,

Signature of Tenderer

Full names and private residential addresses with telephone nos. of all the partners constituting this firm:

Contract Agreement Form

Tender/Quotation..... Dated_____20.....

AMC(P)'s sanction/Standing Committee Resolution No.....
dated CONTRACT FOR THE
WORKS

..... This agreement made this day
of Between, inhabitant of carrying
out business at
in under the style and name of
Messrs.....
(hereinafter called the Contractor) of the one part and
Shri. the Jt.M.C.(A.& C.) (hereinafter
called "the Commissioner" in which expression are included unless the
inclusion is inconsistent with the context or meaning thereof his successor
or successor for the time being holding the office of "Joint Municipal
Commissioner (Assessment & Collection) of the second part and the
Municipal Corporation of Greater Mumbai (hereinafter called "The
Corporation") of the third part, WHEREAS the Contractor has tendered for
the works described above and his tender has been accepted by the
Commissioner (with the approval of the Standing Committee of the
Corporation) NOW THIS AGREEMENT WITNESSES as follows:-

- (1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to
- (2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (1) The said tender and Letter of Acceptance.
 - (2) The scope work and technical specifications
 - (3) The Standard General Conditions of Contract
 - (4) BG in lieu of contract deposit
 - (5) Instructions to bidders & list of approved bank
 - (6) The tender notice
 - (7) Tender Form
 - (8) Bill of Quantity and Rates
 - (9) Minutes of Pre-bid meeting, if any
 - (10) Addenda, if any
 - (11) All correspondence documents between Bidder & BMC
- (3) In consideration of the payments to be made by the Commissioner to hereby convenient with the commissioner to carry out the work of
..... in conformity in all respects with the provision of the contract.
- (4) The Commissioner hereby convenient to pay to the Contractor in consideration of the carry out the work of
....., the Contract price at

times in the manner prescribed by the Contract.

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

Signed and delivered by the Contractor

.....

.....
In the presence of & style of Contractors Trading under the name

.....

Full Name
Address

.....
.....

Signed by the Joint Municipal Commissioner (A. & C.)

..... Jt. Mun. Commissioner (A&C)
In the presence of

- 1).....
- 2)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20..... in the presence of Two Members of the standing Committee of the Corporation.

1) 1)

.....

2) 2).....

.....

and in the presence of the Municipal Secretary.....

Municipal Secretary.

Note: The successful bidders will have to pay for preparing contract documents, legal charges and stationery charges as per prevailing rates.

Annexure- A

PRE-CONTRACT INTEGRITY PACT (on Rs.500/- stamp paper)

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, favour, 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 Percentage to be charged as supervision charges for the work got executed through other means percent.
- 7.** 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 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.
- 8.** The Bidder commits to refrain from giving any complaint directly or through

any other manner without supporting it with full and verifiable facts.

- 9.** The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 10.** 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 an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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 10, the following terms shall have the meaning herein after respectively assigned to them:

1. "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 ;
2. "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;
3. "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
4. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

ANNEXURE C: Bankers Guarantee in Lieu of Contract Deposit

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

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

Jt. MUNICIPAL COMMISSIONER (Assessment & Collection) (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part
WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of ₹. _____
(Rupees _____)

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the

Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do, a sum Not exceeding in the whole ₹. _____(Rupees___) under the terms of the said tender and /or the contract. The B.G. Is valid up to _____”

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to ₹. _____only and guarantee shall remain in force up to _____unless the demand or claim under this guarantee is made on us in writing on or before _____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESWHEREOF WITNESS

(1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____(Name of the Bank)

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____

For Messer's _____

address _____

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

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

PROFORMAS:

PROFORMA- I

The list of similar works as stated in 2.1 –

PROFORMA- I					
Sr. No.	Name of the work	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 Competent Authority for each work should be annexed in the support of information furnished in the above Proforma
2. Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of Similar Works as stated in 2.2.

PROFORMA- II					
Sr. No.	Financial year	Annual Turnover of same work	Updated value to current year	Average of last 5years	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.

PROFORMA- III

At least similar work, as stated in 2.1

PROFORMA- III							
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 Competent Authority for each work should be annexed in support of information furnished in the above proforma.

PROFORMA - VI / A

Details of Existing Commitments and ongoing works -

<u>PROFORMA - VI / A</u>							
Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated Date of completion
1	2	3	4	5	6	7	8

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

PROFORMA - VI / B

Details of works for which bids are already uploaded-

<u>PROFORMA - VI / B</u>						
Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

Note: Scanned Attested copies of certificates from the Competent Authority for each work shall be annexed.

MACHINERY/ EQUIPMENT: (for special work only)

<u>PROFORMA- V/A</u>			
Sr. No.	Equipment	Number	Owned/ Leased/ Assured access
1	2	3	4

<u>PROFORMA- V/B</u>			
Sr. No.	Equipment	Number	Owned
1	2	3	4

Note: The tenderer(s) shall furnish/ upload the requisite Scanned Attested documents of ownership/ leased of machineries. The undertaking from the suppliers will not be accepted.

Proforma - VI

MODEL CERTIFICATE OF COMPLETION OF WORK

File No. :

Date

Reference contract No.

Dated

It is Certified that M/s. _____ have completed work satisfactorily and correctly and submitted related documentation

**PROFORMA – VII: Authorization letter for attending Pre-bidding /
Tender Opening**

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Authorization Letter for Attending Pre-bid Meeting / Tender Opening

(On the letter head)

No.....

Date.....

To

The.....

.....

.....

BrihanMumbai Municipal Corporation, Mumbai.

Sub: Tender No.....

due date

.....

Sir,

We here by authorize Mr.as
our authorized representative, to represent us on
the following occasion: -

i. Pre-bid Meeting to be held on.....at a.m./p.m.

ii. Tender Opening on..... ata.m. /p.m.

Kindly permit him to attend the same.

Yours faithfully,

Signature: Name & Designation

Rubber Stamp:

PROFORMA – VII: Submission of Declaration of Blacklisting

To

The Municipal Commissioner,
Municipal Corporation of Greater Mumbai,

Sub: Submission of Declaration on Blacklisting

Ref: E-Tender No.....Due date

Dear Sir,

We hereby declare that our organization has not been blacklisted by Govt. of India/State Govt./Union Territory/ Public Sector Units /Banks during the last three years.

Yours faithfully,

Authorized Signatory (Designation)

PROFORMA – VIII: Format to share bidder’s organization details

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
GST Registration No.	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar of Companies (ROC)	
b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	

Annexure-A

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

I Shri/Smt.....aged.....years Indian Inhabitant. Proprietor/Partner/Director of M/s..... resident at do hereby give Irrevocable undertaking as under;

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my /our legal heirs, assignee, Exccutor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.