

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **Bid Document**



**E-TENDER**

**FOR**

**Name of Work:-** Supply of 6,00,000 Nos white window printed envelopes size 22.5 C.M ×10 C.M for the use of Assessment & Collection department of Municipal Corporation.

**(E-Tender No.7200036557 )**

**Issued By**

**Office of:-Assessor & Collector  
Assessment and Collection Department  
Brihanmumbai Municipal Corporation  
546, N.M Joshi Marg, BakariAdda, Byculla West,  
Mumbai 400011, India  
Website:-portal.mcgm.gov.in/tenders**

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**SECTION-1**  
**E-TENDER NOTICE**

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **Assessment & Collection**

No.AC/ 452 /Exp /22-23dt. 26.09.2022

### **E-TENDER NOTICE**

**Subject :-** Supply of 6,00,000 Nos white window printed envelopes size 22.5 C.M ×10 C.M for the use of Assessment & Collection of Municipal Corporation.

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

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. **830/-** (Rs **700+ 18%** G.S.T). 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 first for vendor registration at the office of Account Officer (CPD), ground floor, Central Purchase department. Byculla West Mumbai- 400 011.

ii) Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai

iii) 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.

| <b>Name and location of work</b>   | <b>Contract Period</b> | <b>Estimated Cost of Work</b> |
|--|------------------------|-------------------------------|
| Supply of 6,00,000 Nos white window printed envelopes 22.5 C.M ×10 C.M for the use of Assessment & Collection department of Municipal Corporation. | One year               | Rs. 5,58,000/-                |
| <b>Total</b>   |                        | <b>Total – Rs. 5,58,000/-</b> |

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs. 11,160/- (Rupees Eleven Thousand One Hundred Sixty Only)**(the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on BMC portal (<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 of Assessor & Collector, Byculla. 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 Dy A & C (Computer) at the following address on any working day during office hours.

Office of: Assessor & Collector  
504, N. M. Joshi Marg, Municipal Printing Press Building,  
3<sup>rd</sup> floor, Byculla (west),  
Mumbai- 400 011.

The applicants may wish to visit the site under reference located at Dy. A & C (computer) byculla bakari adda, a part of Greater Mumbai and 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>)

**Dy.Assessor & Collector (Computer)**

## HEADER DATA

|   |   |
|---|---|
| Tender Document No  | 7200036557  |
| Name of Organization  | Brihanmumbai Municipal Corporation  |
| Subject   | Supply of 6,00,000 Nos white window printed envelopes size 22.5 C.M × 10 C.M for the use of Assessment & Collection Department of Municipal Corporation.      |
| Cost of Tender  | Rs. 700/- (+ 18 % G.S.T.) i.e. Rs. 830/-  |
| Cost of E-Tender (Estimated Cost)   | Rs. 5,58,000/-  |
| Bid Security Deposit/ EMD   | Rs. 11,160/-  |
| Date of issue and sale of tender  | 28.09.2022 from 12:00 Hrs   |
| Last date for receipt of written queries from bidders for seeking clarifications (by E-mail only) | 06.10.2022 upto 16:00 Hrs<br>(E-mail received after above time limit will be not entertained)   |
|   |   |
| Last date & time for sale of tender   | 06.10.2022 upto 16:00 Hrs   |
| Submission of Packet A, B & Packet C (Online)   | 06.10.2022 upto 16:00 Hrs   |
|   |   |
| Opening of Packet A   | 07.10.2022 after 16:00Hrs   |
| Opening of Packet B   | 07.10.2022 after 16:10 Hrs .  |
| Opening of Packet C   | 12.10.2022 after 15:00 PM   |
| Address for communication   | Office of: Assessor & Collector<br>504, N. M. Joshi Marg,<br>Municipal Printing Press Building,<br>3 <sup>rd</sup> floor, Byculla (west),<br>Mumbai- 400 011. |
| Venue for opening of bid  | Online in A & C's office Byculla (west),  |

**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.

**Dy. Assessor & Collector (Computer)**

**SECTION-2**  
**ELIGIBILITY CRITERIA**

### **1. Technical Capacity**

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during **last seven(7) years** ending last day of month previous to the one in which bids are invited as a primeContractor (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)

a) **Three similar completed works each** of value not less than the value equal to **Rs. 1,11,600/-**

**Or**

b) **Two similar completed works each** of value not less than the value equal to **Rs. 1,39,500/-**

**Or**

c) **One similar completed work** of value equal and or not less than the **Rs. 2,23,200/-**

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. Financial Capacity**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **Rs. 1,67,400/-** in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

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.

### **3. Similar Experience:**

For assessing the technical capacity of the subject tender works; similar work shall mean, the completed or ongoing works in respect of supply of tourist permit personnel carrier vehicles, on hire basis. In case of ongoing works to be considered, the Bidder must have received payment of 80 % of the contract sum for the work / works executed till the last date of the month previous to the one in which bid are invited

**4. 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**

## **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 of (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**

# **INTRODUCTION**

## **1. Background:**

The Brihanmumbai Municipal Corporation covers an area of 437.71 sq.kms.with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

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

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

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

### **Scope of Work:**

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

- 1) Supply of white window envelop with printing as per size & sample given by this office.
- 2) The supply should be given as per sample and within time period.
- 3) The supplier should have mentioned their GSTIN No., rate & HSN code No.
- 4) The supplier should have mentioned their Pan Card and copy of the same will be attached with declaration .
- 5) Successful supplier should be paid 5% security deposit.

- 6) Successful supplier should be paid Rs. 14510/- as Legal stationery fee. And stamp duty as Rs. 500/- upto Rs 10 lakhs. And above 10 lakhs per lakh Rs. 100 or 0.1%.
- 7) Successful supplier should be completed contractual formalities as per terms & condition.
- 8) Successful supplier should have supply material within time period, if supply is not received within time period fine will be impose of Rs. 500/- per day.
- 9) Successful supplier should be supply material on his own risk and own transportation. If material is not received as per sample the material will be returned to the contractor and the same should be change by supplier and supply in this office.
- 10) Successful supplier should not supply material as per sample and size and within time period the action should be taken against supplier and blacklisting initiating.

**SECTION-5**

**E-TENDERING ONLINE**

**SUBMISSION PROCESS**

## **E-TENDERING ONLINE SUBMISSION PROCESS**

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

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

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/BMC”

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

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

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

a. Contractors already registered with BMC will approach to Vendor Transfer cell.

b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.

c. BMC authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.

d. Transferred Vendor receives User ID creation link on his supplied mail Id.



e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

### III. Online Self Registration (Temporary registration for 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. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents

1. Access e-tender link of SRM Portal
2. Log in with User ID and Password
3. Selects desired Bid Invitation (he wants to bid)
4. To download tender documents contractors 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, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
6. 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.
7. All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.
8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
9. For commercial details (in Packet **C**) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.

10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
12. Please note that "Hold" action do not submit the Bid.
13. Applicants will receive confirmation once the Bid is submitted.
14. 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 centers 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 & Collector.

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**

## **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.

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

The successful bidder will 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. The successful bidder and, to that effect he will ensure commitment 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.

#### **B. TIME PERIOD OF THE WORK :**

Entire project should be completed and delivered within 30 days of time from the date of award of contract..

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 8(e) of Standard General Conditions of Contract.

Full work will be completed in 30days from the purchase order issue to the contractor.

#### **C. 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 500/- 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.

**D.** If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

E. The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by BMC shall be adjusted to-wards the excess cost incurred by the Department on rectification work.

**F. Action when whole of security deposit is forfeited:**

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

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- (a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been

carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect

thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of

BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

## 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) The tenderer shall produce latest Bank Solvency Certificate of Rs. 1 lack or more issued by any recognised Bank obtained not earlier than 6 months prior to the date of submission of tender.

c) A document in support of Registration under Maharashtra 'VAT' Act 2002. Sales Tax Registration Certificate in Maharashtra (or equivalent requirement under VAT). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit Sales Tax Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released. The GST registration number shall be submitted.

d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

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 required 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 ‘A’ of Post qualification successfully completed during the last three years 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 three 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)
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 10% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d) The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work
  - i) The successful bidder shall 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. The successful bidder and, to that effect he will ensure commitment 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.
  - ii) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
  - iii) The undertaking of Rs.500/- stamp paper as per the proforma annexed in ‘Annexure B & C’



**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

a. Online tender shall be filled in on item rate basis. (There is no separate provision to quote item rate in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer(s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his item rate figures.

**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 computer. The format for rate analysis is annexed at Annexure D.**

### BID SECURITY OR EMD

1. 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.
2. The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centres in BMC Ward Offices.
3. 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.
4. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
5. 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.
6. 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 contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**Note:**

- i) **Curable Defect shall mean shortfalls in submission such as:**
  - a. **Non-submission of following documents,**
    - i. **Valid Registration Certificate**
    - ii. **Valid Bank Solvency**
    - iii. **Sales Tax Registration Certificate (VAT)**
    - iv. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
    - v. **Partnership Deed and any other documents**
    - vi. **Undertakings as mentioned in the tender document.**
  - 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 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.

## SECURITY DEPOSIT

### **A. Security Deposit**

The security deposit shall mean and comprise of Contract Deposit .

**Contract Deposit** –The successful tender, here after referred to as the contractor shall pay an amount equal to **FIVE (5)** percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

The PG shall be paid in one the following forms.

- I) Cash (In case guarantee amount is less than Rs.10,000/-
- II) Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)
- III) Government securities
- IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.
- V)

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

Performance Guarantee is applicable over and above the clause of Security Deposit. 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 V as mentioned above and shall be paid within 15 days after receipt of Letter of Acceptance.

## **B. Refund of Security Deposit**

### **I Refund of Contract Deposit**

The Contract Deposit shall be released within 30 days after completion of the work subject to finalization of final bill, whichever is later and no recoveries are pending against the said work, provided that the concern In-charge is satisfied that there is no demand outstanding against the Contractor.



Summary of time of Refund of deposit is tabulated as follows:

#### **Time of Refund of Contract Deposit**

|  |
|--|
| Completion of the work subject to finalization of final bill, whichever is later and no recoveries are pending against the said work, provided that the concerned in-charge is satisfied that there is no demand outstanding against the Contractor. |
|--|

|                  |
|------------------|
| Contract Deposit |
|------------------|

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 of defect liability period/ warranty 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 located in Mumbai upto Virar & Kalyan. 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.

### C. Legal + Stationary Charges:

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no.- 10318 dtd 24.03.2022

| Contract Value |                                  | Legal+ Stationery Charges |
|----------------|----------------------------------|---------------------------|
| Upto           | Rs. 50,000/-                     | Nil                       |
| From           | Rs. 50,001 to 1,00,000/-         | Rs. 6290/-                |
| From           | Rs. 1,00,001/- to Rs. 3,00,000/- | Rs. 10380/-               |
| From           | Rs. 3,00,001/- to Rs. 5,00,000/- | Rs. 12470/-               |
| From           | Rs. 5,00,001/- to 10,00,000/-    | Rs. 14510/-               |

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

### D. Stamp Duty:

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 :

|     |   |   |
|-----|---|---|
| (a) | Where the amount or value set forth in such contract does not exceed rupees ten lakhs.                                | Five Hundred rupees stamp duty  |
| (b) | Where it exceeds rupees ten lakhs   | Five hundred rupees plus 0.1% of Rs.1,00,000/- or part thereof, above Rupees Ten lakh subject to the maximum of Rupees Twenty five lakh stamp duty. |
| (c) | Further, the successful Tenderer shall pay Stamp Duty @ 0.5 % of the Bank Guarantee Amount towards the Contract Cost. |   |

- ii. The successful bidder shall enter into a contract agreement with BMC 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 contractors and to deposit the deficit or unpaid Stamp Duty and penalty by

two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.

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

### **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.

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.

2. 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.

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 Supply of 6,00,000 Nos white window printed envelops 22.5 C.M ×10 C.M for the use of Assessment & Collection department of Municipal Corporation.** Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Rates** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs(**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting** and such development needs to done by IT department in BMC’s SRM system. **Till such development is made; ‘Sealed Bids’ shall be called from the bidders quoting the same rates i.e. L1.**

In case of Equal Rates of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Dy. A&C (computer).

**SECTION-7**  
**SCOPE OF WORK**



## **SCOPE OF WORK**

1. Supply of white window envelop with printing as per size & sample given by this office.  
Paper size should be 80 GSM.
2. The supply should be given as per sample and within time period.
3. The supplier should have mentioned their GSTIN No., rate & HSN code No.
4. The supplier should have mentioned their Pan Card and copy of the same will be attached with declaration.
5. Successful supplier should be paid 5% security deposit.
6. Successful supplier should be paid Rs. 14510/- as Legal stationery fee. And stamp duty as Rs. 500/- upto Rs 10 lakhs. And above 10 lakhs per lakh Rs. 100 or 0.1%.
7. Successful supplier should be completed contractual formalities as per terms & condition.
8. Successful supplier should have supply material within time period, if supply is not received within time period fine will be impose of Rs. 500/- per day.
9. Successful supplier should be supply material on his own risk and own transportation. If material is not received as per sample the material will be returned to the contractor and the same should be change by supplier and supply in this office.
10. Successful supplier should not supply material as per sample and size and within time period the action should be taken against supplier and blacklisting initiating.
11. Contractor have to delivery of envelop in A & C (HO) office, Dy. A & C (Western sub) Office & Dy. A & C (estern sub) Office at his own cost.

**SECTION-8**  
**BILL OF QUANTITIES**

## **BILL OF QUANTITIES**

Note: For information purpose only. Actual rates to be filled online in Price bid.

**Subjects :-** Supply of 6,00,000 Nos white window printed envelops size 22.5 C.M × 10 C.M for the use of Assessment & Collection department of Municipal Corporation

| Sr.No | Item Description              | Size of White Window Printed Envelops | Rate 1 Nos. (Inclusive GST 18%) | Total Quantity in Nos. | Total Rate<br>Colum No. 4 ×<br>Colum No. 5 =<br>Colum 6 Total<br>Amount<br>(Inclusive GST<br>18%) |
|-------|-------------------------------|---------------------------------------|---------------------------------|------------------------|---|
| 1     | 2                             | 3                                     | 4                               | 5                      | 6   |
| 1     | White Window Printed Envelops | 22.5cm × 10cm                         |                                 | 6,00,000               |   |
| TOTAL |                               |                                       |                                 | 6,00,000               |   |

Dy. Assessor & Collector (Computer)

**SECTION-9**

**GENERAL CONDITIONS**

**OF**

**CONTRACT**

## **General**

### **Definitions**

- 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, designs, drawings, 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 “**Contractor**” shall mean the individual or firm or company 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.
- “**Bidder**” means eligible, reputed, qualified IT Agencies / firms / companies with strong technical and financial capabilities for design, development, implementation and maintenance of a Total IT Solution at a large scale, who may be responding to this RFP;
- The **Contractor's Bid** is the completed bidding document submitted by the Contractor 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 therefrom 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 Contractor's percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalization 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 lump sum 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.

a. The  
“**Contract Cost**” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

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

- c. The **Authority** shall mean Brihanmumbai Municipal Corporation (BMC)
- d. The **“Employer”** shall mean the Brihanmumbai Municipal Corporation / 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.
- e. The **Engineer in-charge** shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy. Hy. Eng/Hy. Eng. and shall mean and include all the successors in BMC
- f. The **Engineer's Representative** shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by BMC.
- g. The **“Engineer”** shall mean the City Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.
- h. **Contractor’s Equipment** means all appliances and things of whatsoever nature required for the Variation means a change to the:-
- i. Specification and /or Drawings (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.
- i. **“Works”** includes all works associated with software development, configuration, testing, and installation of equipment and materials, training, maintenance and support services incidental or consequential to the works.
- j. **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.
- k. **“Bid”** means an offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation;
- l. **“Bidder”** means eligible, reputed, qualified IT Agencies / firms / companies with strong technical and financial capabilities for design, development, implementation and maintenance of a Total IT Solution at a large scale, who may be responding to this RFP;

- m. **"Bidding document"** means a document issued by the procuring entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
- n. **"Bidder registration document"** means a document issued by a procuring entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;
- o. **"Bid security"** means any security provided to the procuring entity by bidders for securing the fulfillment of any obligation in terms of the provisions of the bidding documents;
- p. **"Contract"** shall mean the BID 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, designs, Drawings, Price Schedules, Bill 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.
- q. **"Contractor"** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- r. **"Integrated System"** means integrated hardware and / or software for Customer Information System, Meter Data Management and Document Management system and related ancillary system.
- s. **"Invitation to bid"** means a document and any amendment thereto published by the procuring entity inviting bids relating to the subject matter of procurement and includes notice inviting tender and request for proposal;
- t. **"Net Worth"** means Paid-up share capital + Reserves and surpluses (excluding Revaluation Reserves)–Preliminary and pre-operative expenditure, accumulated losses and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the auditors' report.
- u. The **'Employer'** shall mean the Brihanmumbai Municipal Corporation (BMC) / Municipal Commissioner for BMC; for the time being holding the said office and also his successors and shall also include Additional Municipal Commissioners(Project), Deputy Municipal Commissioners (Engineering Services), and to whom the powers of the Municipal Commissioner have been deputed under Mumbai Municipal Act.
- v. **"GO-LIVE"** means the date as declared by the Corporation on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Corporation or as provided in this RFP.

- w. **"Goods"** includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, rail- way rolling stock or such other category of goods purchased or otherwise acquired by a procuring entity and includes services & application software which are incidental or consequential to the supply of such goods.
- x. **"Pre-qualification procedure"** means the procedure set out to identify, prior to inviting bids, the bidders that are qualified;
- y. **"Pre-qualification document"** means the document including any amendment thereto issued by a procuring entity, which set out the terms and conditions of the pre qualification proceedings and includes the invitation to pre-qualify;
- z. **"Procurement"** or **"Public procurement"** means acquisition by purchase, lease, license or otherwise of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a procuring entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "pro- cured" shall be construed accordingly;
- aa. **"Procurement contract"** means a contract entered into between the procuring entity and a successful bidder relating to the subject matter of procurement;
- bb. **"Procurement process"** means the process of procurement extending from the issue of invitation to pre-qualify or to register or to bid, as the case may be, till the award of the procurement contract;
- cc. **"Procuring entity"** means Municipal Commissioner and includes any officer of the status of Add. Municipal Commissioner, Jt. Municipal Commissioner, Deputy Municipal Commissioner, Director or any other officer equivalent to the status thereof to whom powers have been deputed by the Commissioner;
- dd. **"Project period"** shall mean the overall period of 60 Months. It shall have the Implementation/ Stabilization period of 6 months and 54 Months of Operation & Maintenance.
- ee. **"Prospective bidder"** means firms likely to be a bidder;
- ff. **"RFP/Tender"** means the Request for Proposal released vide Bid document No, dated-, containing the technical, functional, commercial and operational specification for the implementation of water utility billing system for Corporation, issued in 2 Volumes (Vol 1 containing scope, technical evaluation and Vol 2 containing Annexure to RFP) and including all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof.



- gg. "Service"** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf;
- nn. "Sign-off"** means a written documentation issued by the Corporation evidencing the acceptance and approval, of any Deliverable including any documentation or testing or any stage of the Project such as Go-Live, that may be required in terms of the Contract.
- oo. "Similar project"** means a project that is most related to the requirement of this project i.e. water billing, customer information system, meter data management system and document management system undertaken in water or Electricity or Gas utility organization or property tax collection utility or any revenue application (Consumer based);
- pp. "Stabilization period"** means the period of twelve months (as defined in this RFP) for the system to be stabilized, in the duration of which, the bidder has to retain at least half of the team as was deployed during the implementation phase;
- qq. "Subject matter of procurement"** means any item of procurement whether in the form of goods, services or works or a combination thereof;
- rr. "Successfully Completed"** means Utility software installation, customization, Go-Live along with minimum one year Operation and Maintenance.
- ss. "System"** means the hardware(s) and / or Software(s).
- tt. "System Integration"** Process through which the engaged business entity (firm/company) will design and build computing systems customized to the needs of the Corporation for integration of two or more system as stated in this RFP. The system may be new or existing.
- uu. "Turn over"** means the total amount of gross receipts, on account of sales done by the entity in the normal course of business, as per the annual report and as adjusted with any qualifications in the auditors' report.

#### **Interpretation**

In case of any ambiguity of difficulty in the interpretation of terms and conditions of the contract the issue shall be referred to the Municipal Commissioner whose decision shall be final and binding on the contractor.

#### **Engineer's Decisions**

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer 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. Except as expressly stated

in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **Delegation**

The Engineer, 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.

### **Communications**

All certificates, notices or instructions to be given to the Contractor by Employer/Engineer 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/Engineer 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.

### **Personnel**

The Contractor shall employ for the software development work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be

removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site/ BMC office within seven days and has no further connection with the Works in the Contract.

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed two years after the date of retirement or has not obtained BMC/State Government's permission to employment with the Contractor.

### **Employer's and Contractor's Risks**

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **Force Majeure**

The contractor shall not be liable for forfeiture of its performance guarantee, or termination for default, if and to extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable.

Such events may include, but are not restricted to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Corporation in writing of such conditions and the cause thereof. Unless otherwise directed by the Corporation in writing the contractor shall continue to perform its obligations under the contract as far as in reasonably practical, and shall seek all prevented by the Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such de-lay. If the duration of delay continues beyond a period of 30 days, Corporation and the contractor shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of Corporation shall be final and binding on the contractor.

### **Contractor's Risks**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

### **Insurance**

The Contractor shall, at his own expense, arrange appropriate insurance from approved agencies of Government of Maharashtra to cover all risks assumed by the Contractor under this contract in respect of its personnel deputed under this project during the entire period of their engagement in connection with this CONTRACT. Corporation will have no liability on this account. Corporation may ask for valid insurance documents as evidence that the contractor has necessary insurance cover for all such personnel. Failure to do so, Corporation may get suitable insurance cover at the risk and cost of the contractor.

### **Queries about the Contract Data**

The Engineer will clarify queries on the Contract Data.

The Works and Routine Maintenance to be completed by the Intended Completion Date  
The Contractor may commence execution of the Works on the Start Date and shall carry out the Works and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

### ***Time Control***

#### **Proposed Project Plan and Deliverables**

The following are examples of major Bidder activities to be included in the SOW. The bidder and the Corporation's Project Managers will review these and refine the related scope and level of effort as the Project progresses in order to ensure that the Corporation's resources are used effectively and that the Bidder is able to operate efficiently.

#### ***Project Plan***

The Bidder will provide a detailed project plan with specified deliverables that

incorporates (to the extent possible) the following items:

- Project Methodology
- Document Management for project artifacts, decision logs, issues, risks, meeting minutes.
- Identify key milestones or metrics, which will allow management to track performance of this project.
- Overall Project Schedule including onsite work schedules for all key team members as well as what work is proposed to be conducted off site.
- How Bidder will continually monitor work activities, interim work products and provide reports about project status.
- Communication Strategy.
- Project Governance and Organization.
- Recommended Project Team Structures (internal and external)
- Dependencies on BMC to carry out project in timely manner.
- Issue Management.
- Risk Identification and Mitigation.

### ***Staffing Plans***

- Project Management Approach and Methods.
- Infrastructure Environment.
- FIT / Gap Analysis.
- FRS and SRS Documents
- Software Configuration and Set Up Specifications and Implementation.
- Modification Specifications.
- Reporting Approach, Specifications and Schedule.
- Recommended Change Management Procedures.
- Training Approach, Materials, Plan and Delivery.
- Systems Testing Plan, Testing Management, Test Status Reporting.
- Unit Test Scripts with Results
- User Acceptance Testing Plan, Testing Management, Test Status Reporting.
- UAT Scenarios and Scripts
- Business Process Change Communication and Implementation Plan.
- Production Operations.
- Departmental Readiness.
- Monthly Progress Report.

The Contractor must review and confirm in its Proposal their agreement with this timeframe, or alternatively, the Corporation will consider other timelines that more readily support the Contractor's proposed solution, implementation approach, and associated resource requirements (including the Corporation's resource commitments). The Corporation would also like the Bidder to make any recommendations that they may have concerning a "phased" approach and the associated schedule.

### **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 Engineer 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 Engineer 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 to provide required information/ necessary for the execution of the works / to give the necessary notice to commence the works / to provide the necessary drawings / instructions 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 contractor 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.

**(b) Extension Of Time For Delay Due To Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the BMC may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the BMC will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by Clause 8(e) of GCC.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

**Delays Ordered by the Engineer**

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

**Management Meetings**

The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the

management meeting and stated in writing to all those who attended the meeting.

***Quality Control***  
**Quality Assurance Requirements**

Due to the criticality of software functions, Software Testing would be one of the most crucial phases in the Software Development Process. If the Application is not tested exhaustively, it may result in errors which would have a negative impact on the functioning of the portal.

Testing will be conducted after customization of the system and validated before production if any changes are made in trial run or Acceptance Testing.

***System Security***

As a foundational element of the total Corporation Utility software implementation, the security aspects of the System solution are critical. Therefore, it is required that the Bidder's policies, procedures, personnel, products, and services used to design, build, code, configure, deliver, manage data, integrate, test, deploy, and support the System solution comply with the currently released and applicable security standards.

***Security Development Lifecycle***

Bidder shall describe their implementation of a Secure Development Lifecycle as part of their larger Product Development Lifecycle, including but not limited to their unique methodology, tools, best practices, quality gates and example artifacts.

***Security Testing***

Bidder shall describe their approaches, methods and artifacts for security testing, including but not limited to the following scenarios:

- Internal passive and active testing.
- Detailed reports of vulnerabilities found, remediation conducted and evidence of re-testing.

***Resiliency***

The Bidder shall describe all approaches, capabilities, and mechanisms for maintaining resiliency within the System, including but not limited to self-healing, intrusion detection/prevention, denial of service prevention/resistance, fault tolerance, disaster recovery. Bidder shall also describe approaches and mechanisms to detect and alert system failed resiliency status and/or events.

***Third Party Review***

If Bidder is selected, Corporation reserves the right to commission a third-party test of any and all components of the Bidder's solution prior to production implementation. Security issues or vulnerabilities discovered must be remediated by the Bidder prior to

production implementation, at the sole discretion of Corporation, and at the Bidder's expense.

***Access Control (AC)***

The Bidder shall describe all approaches, capabilities, and mechanisms for Access Control within the System, including but not limited to Access Control Lists, Role Based Access Control (RBAC) models, Active Directory Services (ADS), identity management, restricted use notification splash screens, unsuccessful login attempt controls, and any others.

***Audit and Accountability (AU)***

a. The Bidder shall describe all approaches, capabilities, and mechanisms for generating audit records/logs within the System for the minimum list of auditable events with the minimum list of information items identified below:

- Auditable events:
  - Unsuccessful access attempts,
  - Alteration of configuration files,
  - Alteration of database files,
  - Alteration of authenticator content,
  - Application error events (i.e. oracle dberrors),
  - Application failure events,
  - Maintenance and diagnostic events (for local and remote accesses)
- Content of audit records:
  - Type of event that occurred,
  - Date and time of the event
  - Location the event occurred
  - Outcome of the event (success or failure)
  - Identity of any associated user/subject associated with the event
- Allow Utility privileged System users to select which auditable events are to be audited by specific System components.

b. The Bidder shall describe all approaches, capabilities, and mechanisms for responses including alerts to audit record process failures such as but not limited to event messages no longer being generated/logged, shut down system, overwrite oldest audit records, stop generating audit records, etc.

c. The Bidder shall describe all approaches, capabilities, and mechanisms for generating date and time stamps for event logs/audit records based on:

- Internal system time clock.
- Synchronization of internal system time clock to a universal / centralized time server,

UTC, GMT, to support inter-system audit record review and analysis.

- d. The Bidder shall describe all approaches, capabilities, and mechanisms for protecting audit information/logs and tools from unauthorized access, modification.
- e. The Bidder shall describe all approaches, capabilities, and mechanisms for Non-Repudiation within the System, including but not limited to encryption, key management, PKI, hashing, digital signatures, and/or digital messenger receipts.

***Configuration Management (CM)***

The Bidder shall describe all approaches, capabilities, and mechanisms for establishing, documenting, tracking, managing, controlling, and verifying System hardware, firmware, software, and System setting configurations for baseline and updated/upgraded systems.

The Bidder shall describe all approaches, capabilities, and mechanisms for establishing, documenting, tracking, managing, controlling, and validating an operational system configuration of 'Least Functionality' where non-required functions, ports, services, and protocols are disabled/prohibited.

***Identification and Authentication (IA)***

- a. The Bidder shall describe all approaches, capabilities, and mechanisms such as but not limited to user IDs, passwords, tokens, biometrics, in the case of multifactor methods some combination thereof for uniquely identifying and authenticating users or processes acting on behalf of users whether access is via local interfaces or network connections.

The Bidder shall describe all approaches, capabilities, and mechanisms to protect and manage

- b. authenticator content (i.e. passwords) for users, devices, and systems such as but not limited to content stored in hashed or encrypted formats for the following system aspects:
  - Protect authenticator content from unauthorized disclosure and modification.
  - Obscure feedback (display) of authentication content (passwords) when entering authentication content in authentication windows /dialog boxes (i.e. masking characters via asterisks or dots).
  - Encrypt authentication content (passwords) during transit to an authentication server during authentication processes (i.e. system shall not send passwords in the clear).

***Incident Response (IR)***

If so capable, the Bidder shall describe all approaches, capabilities, and mechanisms used to provide/support Utility incident response investigations such as forensic activities or incident source determinations.

***Media Protection (MP)***

- a. The Bidder shall describe approaches, mechanisms, and capability for protecting Corporation media per the following:



- Limiting access to Corporation media in accordance with NDAs and limit access to only those personnel whom are directly involved on the Corporation project.
- Sanitize system media, both digital and non-digital, prior to disposal, release out of company control, or release for reuse.
- Dispose of Corporation Utility sensitive or classified information upon the request of Corporation and/or at the end of the project.

***Personnel Security (PS)***

- a. The Bidder shall describe approaches, mechanisms, and capability to comply with Corporation contractor personnel security policy requirements that include but are not limited to the following:
  - Providing proof of background checks in accordance with Corporation policies when working on Corporation property, using remote network connections to the system, etc.
  - Signing Corporation access agreements prior to being granted access to Corporation facilities.
  - Enforcing personnel use of unique identity user accounts and authentication content for System accesses whether via local interfaces or network connections (i.e. user IDs, passwords, tokens, biometrics, in the case of multifactor methods some combination there of).

***Systems and Services Acquisition Policies and Procedures (SA)***

- a. The Bidder shall describe all approaches, capabilities, and mechanisms to provide the following information to Corporation:
  - Administrator documentation for the System that describe ssecure.
  - Configuration, installation, and operation of the System.
  - Known vulnerabilities regarding configuration and use of administrative (i.e., privileged) functions.
  - User responsibilities in maintaining the security of the information and information system.
  - Effective use and maintenance of security features/functions.
  - Methods for user interaction with the information system, which enables individuals to use the System in a more/most secure manner.
  - User documentation for the System that describes user-accessible security features/functions and how to effectively use those security features/functions.
- b. Should the Bidder require persistent remote network connection (i.e. VPN) to Corporation Utility Systems, the Bidder shall describe all approaches, capabilities, and mechanisms to comply with Corporation Utility defined security standards that include but are not limited to configuration management, testing, access management, and boundary

protection.

- c. When providing System developer and integrator services to Corporation, the Bidder shall describe all approaches, capabilities, and mechanisms to perform the following developer/integrator configuration management:
  - Configuration management during system design, development, implementation, and operation.
  - Manage and control changes to the System.
  - Implement only Utility approved changes to the System.
  - Document approved changes to the System.
  - Track security flaws and flaw solution.
- d. The Bidder shall describe all approaches, capabilities, and mechanisms system developer/integrator personnel shall apply in consultation w/security personnel/engineers:
  - Create and implement a security test and evaluation plan(s).
  - Implement a verifiable flaw remediation process to correct weaknesses/deficiencies identified during security testing and evaluation processes.
  - Document security testing/evaluation and flaw remediation processes.

***System and Communications Protection (SC)***

The Bidder shall describe all approaches and mechanisms for maintaining Data Integrity within the system, including but not limited to encryption and Key Management, PKI, hashing, CCM, CBC-MAC and any others. Bidder shall also describe approaches and mechanisms to detect and alert failed Data Integrity compromise attempts.

***System and Information Integrity (SI)***

- a. The Bidder shall describe all approaches, capabilities, and mechanisms for System flaw re- mediation for, but not limited to, the following:
  - Identify, report, and correct System flaws.
  - Test software updates related to flaw remediation (i.e. patches, service packs, hot fixes) for effectiveness and potential side effects on Utility System(s) before installation.
  - Incorporate flaw remediation into the Utility configuration management process.
- b. The Bidder shall describe all approaches, capabilities, and mechanisms for protecting the System from malicious code:
  - Including but not limited to anti-virus or other anti-malware components, system hardening and any others.
  - Address the receipt of false positives during malicious code detection and eradication operations and the resulting potential impact on the availability of the System.
  - Providing applicable System security alerts and advisories to Corporation Utility.

***Inspection and Tests***

Inspection and testing of the Goods shall take place, at the place where such Goods are

manufactured or fabricated or assembled, or at the warehouse or storage facility in India where such Goods are stored, or at the Site where the Deliverables are to be accepted. The Contractor shall, if so requested or required by the Corporation, at the Corporation's cost and expense appoint third party independent experts to be mutually agreed upon by the Parties for carrying out inspections and testing to confirm that the Deliverables to be supplied, Installed and commissioned by the Contractor are in compliance with the Specifications, the Statement of Requirements and the Agreement.

The Contractor shall notify the Corporation in writing at least 30 days prior to the date on which the Goods will be ready for testing and inspection. The Parties shall mutually agree on the time and place where such tests and inspections shall be carried out. The Contractor shall at its cost and expense provide such assistance to the Corporation's Representative(s) as may reasonably be required by him for the inspection and testing. The costs and expense for all testing and inspection shall be borne by the Contractor.

In case where inspection and testing is to be carried out or performed by an independent third party expert such inspection and testing shall be carried out or performed in the presence of the Corporation's Representative.

If for some reason the Corporation's Representative is unable to attend such inspection or test at the time and place mutually agreed the independent third party expert may proceed with the testing and inspection in the absence of the Corporation's Representative. The Contractor shall forward to the Corporation duly certified copies of the test result issued by such independent third party expert confirming that the finished Deliverables are in compliance with the Specifications, the Statement of Requirements and the Work Order.

Documents required for inspection at the place where Goods are manufactured, fabricated or assembled shall include but not limited to the following:

- Manufacturer's quality control procedures.
- Descriptions of the Goods.
- Test methods and procedures (to be agreed upon prior to inspection).

For Supply Only Goods the Corporation's Representative shall perform a visual and quantitative inspection or test of such Deliverables and accept such Deliverables after such inspections/test is carried out.

In case the Deliverables fail to pass any test or inspection or any deficiencies are noted (apparent defect, omission or damage) the Corporation shall not be bound to accept the Goods and may insist on such Deliverables being subjected to further test/s or inspection

before de- livery of the rejected Deliverables by the Contractor. All costs related to the repeated tests or inspection shall be borne by the Contractor.

The Contractor shall prepare an acceptance test procedure manual setting out there in the procedure to be followed and criteria to be satisfied for the completion of interim Acceptance and final Acceptance Test (“the Acceptance Test Procedure Manual”).

Manual and the associated templates shall be submitted by the Contractor to the Corporation for its approval within a period of four (4) weeks from the due date but no later than four (4) weeks prior to the date on which the delivery of Goods is to be made on the basis of which the Acceptance Test(s) as provided shall be carried out by the Parties during the Term of this Agreement.

If at the time of carrying out any Acceptance Test it is noted that quality of the Deliverables and the executed Works, or part thereof, are not in conformity with the Statement of Requirements, Specifications, then subject to Clause 7) above the Contractor shall at its cost and expense ensure that the Deliverables and or the executed Works or part thereof are procured from other sources or executed by other contractors, as the case may be, approved by the Corporation, and/or do all such other acts, deeds and things that may be required or necessary to ensure that the System operates and functions smoothly and efficiently to its maximum capacity in accordance with the Statement of Requirements and Specifications. The Corporation reserves its right to re-inspect/re-test the Deliverables and the Works, which have previously been tested, at any time prior to the issuance of the Interim Acceptance Certificate and to reject such of the Deliverables or the Works which do not conform to the Specifications, the Statement of Requirements or the Work Order. In case any such Deliverables or the Works being rejected, the cost of such re-inspection/re-test for the rejected Deliverables and Works shall be borne by the Contractor.

#### ***Application Testing and User Acceptance Testing (UAT)***

##### **a. Application Testing**

Once the application development / customization have been completed by the Contractor, the Contractor will thoroughly test the application at their end. Detailed test plans, test cases and test reports will be prepared by the Contractor and then submitted to the Corporation for approval. The Contractor must carry out Unit Testing, Integration Testing and System Testing as per the Corporation approved plans and the Contractor must submit all Test-completion re- ports to the Department after the end of each testing phase.

Only after the entire functionality, performance and quality-of-service requirements of the

solution as mentioned in this RFP or as later approved by the Corporation during design phase

have been tested satisfactorily by the Contractor, will the solution be handed over to the Corporation for User Acceptance Testing. The Contractor will also have to create a Regression Test Suit for the Corporation. This will consist of end to end test cases across all the modules of the Water Utility Application. This Regression Test suit needs to be executed following any changes in the system throughout the duration of the contract and its test results are to be submitted to the Corporation. The Contractor will have to also periodically update and refresh the Regression Suit throughout the duration of the contract.

**b. User Acceptance Testing**

- i. The Contractor will develop the UAT Test plan and a detailed User acceptance procedure. The same would be reviewed and agreed by the Corporation. A high-level approach to be followed by the Contractor for the acceptance testing is mentioned below:
  - UAT would be applicable once the entire Water Utility Application is completely ready and all the modules under the Contract are ready and linked.
  - The UAT environment will have to be created by the Contractor at the Corporation Data Centre or other Corporation locations as communicated by the Corporation.
  - The UAT will be conducted in two phases. The first phase will comprise of a Closed Group UAT followed by the second phase of extended UAT. All the issues/defects identified during the first phase of UAT need to be closed by the Contractor and retested in the first phase before initiating the second phase.
- ii. UAT would involve:
  - Development of Test cases and their approval from the Corporation.
  - Application functional testing and testing of other Quality-of-Service requirements mentioned in the RFP.

For all tests performed by the Corporation, the contractor will prepare the test reports and submit them to the Corporation for approval. Defects identified in any round of UAT by the Corporation would be communicated to the Contractor. The Contractor will do the needful to troubleshoot or resolve the defects and resubmit the application to Corporation for UAT. This iterative process for UAT will be performed till zero defects are shown by the Contractor for the test cases developed.

The Contractor would ensure that errors detected in previous round of tests do not get repeated in successive tests.

The software application and test environments required to conduct UAT by the

Contractor would be provided by the Contractor along with all the information necessary on-site to complete the UAT. The test environment would be maintained by the Contractor and transferred to the Corporation at the End of the Contract.

Documentation at this stage to include but not be limited to the following:

- Test cases
- Test results
- Test assumptions
- Test coverage and boundary conditions
- Trace ability Matrix

### ***Performance and Load Testing***

The Performance and Load testing will be executed by the Corporation post-UAT acceptance. But the test environment, testing licenses, test script creation and all technical support will have to be provided by the Contractor along with the required testing support. The inputs for this activity will be the design documents approved by the BMC.

For the performance and load testing, the BMC will be required to stimulate the testing environment using the appropriate tools. Under controlled environment, performance of the system will need to be evaluated to match the SLAs by applying simulated pressure/stress on a system.

The Performance and Load testing will be conducted before Go-Live, before any major Change Request Deployment and then subsequently during each year of the contract with the Contractor providing the Test environment, testing tool licenses, test scripts and necessary support.

### ***Infrastructure***

Details about compute hardware and storage space required for development & production shall be provided by the bidder. Required environments shall be provided by BMC. Any tools/ software that are needed for running the solution needs to be mentioned clearly by the bidder in the BoQ

### ***Implementation Services***

Bidder proposal (Implementation Services Response), should describe the services you are proposing to address each of the Statement of Work requirements stated below.

Please take the services noted below into account for Implementation Services Response. Bidder need not structure response in the same numerical outline as listed below, but these points are expected to be addressed in proposal. A Project Management schedule with details of activities and deliverables should be included in Bidder response, as well

as a written over- view of the schedule. In addition, Bidder should include a summary of Corporation staffing recommendations in the proposal.

The Proposal for implementation services for the Integrated Solution shall include but is not limited to:

Project management and administration involved with the installation, implementation and post go-live support of the Integrated Solution. Activities will include but are not limited to: work program management, building and maintaining the project plan, scope and change management, issue and problem management, implementer personnel management, and provide all environment design recommendations, and provide knowledge transfer for all aspects of the project, reporting and project status management, communication and document management, risk management, quality assurance of implementer provided deliverables, and quality control management.

While the Corporation prefers to execute all software application installation and environment creation, the Contractor will provide guidance, oversight and document the implementation of the technology infrastructure necessary to operate the Integrated Solution. Additionally, it consists of the following components:

- Recommend configuration, and provide acceptance of the proposed server environment and associated networking and storage systems as provided by the Corporation. This includes all hardware and system software required to support the development, test, training, production(high availability), and possible disaster recovery environments within specified service levels and a schedule of upgrades to the environment to support various stages of the development effort leading up to production operation.
- Monitoring and tuning of both batch and on-line performance in conjunction with agreed upon service levels.
- Application Installation, training and documentation services, which focus on implementation of the database, design configuration of the application environments, and certification of the proper baseline application(s) installations for all environments and associated customization and upgrades to the baseline applications.
- Verification, documentation and acceptance of the database software installation (including backup and recovery procedures) in all environments utilized by the Integrated Solution. This includes subsequent upgrades to support newer versions of the software.
- Implementation of necessary tools to support the acceptance and migration of new versions or releases of the Integrated Solutions across the various development, maintenance and production environments. A migration strategy for new application versions/releases will be put in place to support “code drops.” Database performance

reviews will be conducted on a regular basis to provide recommendations for database tuning in support of SOA, batch and on- line service levels.

- Ensure quality and viability of vendor “code drops” in support of enhancements, interfaces and the migration of these “code drops” across the various development, maintenance, and production environments.

Contractor shall provide recommendations and mentor Corporation staff in all configuration activities. These application configuration services will focus on configuring the application to meet the Corporation’s processing and business requirements, including workflow. The Corporation will work with each Vendor to understand if their solution is pre-configured and will support the specific needs of the Corporation. The primary method of meeting the Corporation’s business requirements and processing will be through configuration rather than customization work.

Solution security services focus on the design, development, and testing of security roles for the Integrated Solutions. The Contractor should note here that the Integrated Solution shall be used by five or more different Corporation departments running on different network & desktop environments. All will be accessing the proposed System. The solution security services also include the necessary security elements for accessing a Corporation Web Portal for the Corporation’s constituents.

Solution development services focus on developing the baseline Integrated Solutions and other required software to meet the Corporation’s specific needs, including in the following areas:

- **Enhancements:** While product enhancements are not the preferred method to solution development, there may be instances in which the need to customize the new Integrated Solutions are identified. This activity deals with the identification, design, programming, unit testing,

and delivery of any extensions, reports, interfaces and other customization to the Corporation environment.

- **Workflows:** The project will identify those business transactions and associated workflow/work queues that require automation. This activity deals with the configuration, unit testing, and delivery of the automated workflows to the Integrated Solution. The Corporation will require the vendor to conduct all BPR activities, provide all BPR deliverables including desktop procedures and detailed workflows.

Solution conversion services should be focused on cleansing and converting data from the old legacy systems to the new Integrated Solution, and includes the following activities:

- **Cleansing:** This activity deals with the identification of data in the legacy systems that



needs to be scrubbed or cleaned in order to ensure that information loaded into the new Integrated Solutions is accurate and will support processing within the new environment. Typically, a series of reports within the conversion process will identify problem areas that require either a manual or automated cleanup process. An automated process will be developed in cases where large amounts of data need to be cleaned and is possible in a programmatic manner.

- **Conversion:** Data will be mapped between the legacy systems and the new Integrated Solution. The Contractor will be solely responsible for the extraction, transformation and loading of all converted data. The Contractor will develop conversion programs to conduct an auto- mated conversion of data from the existing billing system and other systems to the new Integrated Solution.

A series of extracts and loads will be conducted over the course of the development process to ensure that the conversion process is working as designed. This process may be conducted over a 3-day weekend. In addition, a balancing program will be developed and executed with each conversion to ensure that all counts and currency are accounted for in the conversion process. Additionally, data from legacy systems, as well as historical information from legacy systems in various formats, including databases, tapes, flat files, etc., will be converted to provide ongoing query capabilities and allow the elimination of the legacy applications. Provide recommendations concerning the best approach to creating a read only version of the legacy system for future reference.

Data access and product reporting services focus on the modification of all standard reports within the Integrated Solutions, and the design and development of new production reports. In addition to the required reports identified in the Reports Section of the Functional Requirements Section, the Corporation expects the following tasks to be included in the implementation activities.

- **Reports:** The Corporation expects unidentified reporting requirements to come up during implementation. Thus a series of queries and reports outside of the standard Integrated Solution offerings and those identified in the Functional Requirements Section will be identified. This activity deals with the design, programming, unit testing, and delivery of an unanticipated query/report to the Corporation's environment. These query/reports will ultimately be delivered into a system testing and user acceptance environment.
- **Statements:** With the implementation of the new Integrated Solution, the Corporation plans to review its bill formatting and production process. The Corporation envisions that its billing statements will be redesigned incorporating additional information desired by its Consumers. The Corporation will have a number of different bill statements, invoices, notices, and other correspondence, which the system is required to produce. A vendor's

third party software and may be used to accommodate the production and distribution of these statements. This activity provides for the implementation and configuration of the bill production and distribution hardware and software. It accommodates any effort to redesign the bill and other statements and ultimately to produce the various statements in both hardcopy and electronic copy. This function may also deal with the electronic bill presentation and payment process.

Interfaces and integration services focus on the efficient and effective means to share and transfer information, utilizing SOA approach, with the SAP applications and other the Corporation systems, including external firms. The key to this project's success will be the overall integration design.

It is imperative that the Contractor provide comprehensive and competent integration experts that can provide recommendations, design, and then manage the execution of the services need to meet the requirements of this project. The Corporation has identified a number of interfaces that will require the development of either a one-way or two-way interfaces between the Integrated Solutions and the Corporation's other identified applications. This activity deals with the identification, design, programming, unit testing, and delivery of the customized interfaces to the Corporation's environment. It is expected that these interfaces when possible will be developed using the planned Service-Oriented Architecture technology. Knowledge transfer is a critical element of interface development so Corporation Staff has the requisite knowledge to maintain these interfaces in a production environment.

The Contractor will provide services to document all of the enhancements, plug-ins, reports, workflows and extensions that are developed during the course of this project so that the Corporation can modify and reinsert or reuse those enhancements as new releases and product versions are available. Overall, the Contractor will be required to provide documentation of all their activities and work products throughout the project lifecycle.

Solution training services focus on the development of training materials and training courses and the identification and training of users in processes supporting the new Integrated Solution, including the following activities:

- Core Team Training: Contractor shall provide product training to all Core Team members for the purpose of orientation and familiarization with product terminology and operation that is needed for proper comprehension of subsequent implementation activities. This includes both functional and technical training.
- Training Development: The Contractor will provide baseline training documentation and course materials with the base Integrated solution. This will include but may not be

limited to, course content, instructor guides and exercises. Training development team will include vendor staff with specific product expertise to guide the development of training materials. Contractor will utilize these materials as the starting point and will modify the materials to reflect the Corporation's specific configuration, workflows and processes including appropriate desktop procedures/job aids/quick reference user guides and associated test data. Dry runs of training materials and courses will be conducted to ensure that the materials are accurate. This activity results in the delivery of both hardcopy and electronic materials, including UPK if appropriate.

- Training Delivery: A training and education program (the training plan) will be developed and delivered to the Corporation for approval.

The approved education program shall be delivered to all users of the system, including primary, secondary, and casual users. Vendor staff delivering training must be very knowledgeable with the pertinent Integrated Solution product. A trainer with no prior product expertise to deliver courses is not acceptable. This may be accomplished using a combination of delivery methods, including classroom training courses, computer based training, personal practice time, Internet based training, etc. Additional training shall address training needs during and immediately following Production Cutover to the new system for "refresher" training as needed. Also, please explain how "training success" will be measured on an individual end user basis and provide a plan for remedial training as needed.

#### ***Bill Print Requirements***

The Contractor is required to provide their best recommendation for software and services to meet the bill rendering requirements for the Corporation. Corporation desires to implement a centralized bill printing system interfaced with the Post Services / Courier Services for delivery of the notices, letter and bill to Consumer. Corporation expects that all the letter, bill and notices will be bar coded for handling and monitoring the delivery status through the system. Bill printing will be responsibility of the Post Services / Courier Services vendors and not the responsibility of the bidder.

#### ***Business Readiness***

These services focus on an assessment of the Corporation's readiness to implement and operate the system successfully in support of the consumer life-cycle, which includes the ability to process customer inquiries, customer complaints, conduct service work, water network supply management, meter asset management, new connection, disconnection, restoration, misuse of connection, read meters, meter testing, meter replacement, process consumption, produce bills, bill cancellation, bill correction, process payments, conduct credit and collection activities, and recognize revenue, audit objection, refund of deposit,

bill dispute and settlement, etc. Business readiness will focus on assessing the Integrated Solutions to ensure that it has the required business processes, organizational structure, staffing levels, rules and rate structures, and product and program offerings in place to support the Corporation's business environment. Solution testing services, which focuses on planning and executing the various tests to be conducted, shall include the following activities:

- **Test Planning:** A series of tests will be conducted to ensure that the new Integrated solution has been successfully configured, enhanced, interfaced, and data properly converted. This activity deals with the development of the various phased test plans that govern the schedule, testing activities and acceptance process. Typically, the test plan will have an overall approach, test conditions, test data, and anticipated test results. This plan will govern all aspects of the testing process including stress/load/performance testing. Traceability of requirements through the complete testing lifecycle is expected.
- **Test Management:** The Contractor shall provide complete test management services including providing onsite: test script development training for the core team, managing all test script development, managing test execution, testing support, tracking all test results, defect tracking, resource scheduling including regression testing, and test status reporting and metrics.
- **Test Execution:** Once the enhancements, interfaces, and reports have been unit tested, delivered, and preliminarily accepted by the Corporation, they will be placed into a system integration test environment. System Integration Testing will not begin until the Data Conversion testing has been completed & conversion balancing has been successfully verified. The system integration test ensures that the new Integrated Solution work with the enhancements that have been made to the systems. In addition, the system integration test will confirm that the systems have been accurately configured, and the data has been accurately converted.
- System integration testing will also include validation of business processes exercised through scripts. This is a lengthy process that requires robust regression testing. In addition, performance and volume tests are conducted to ensure that batch and on-line service levels are being met by the system. Additionally, "Day in the Life" testing will be conducted to ensure that all business requirements can be met by creating several mini-parallel tests using the complete solution with all converted data to replicate a normal day of business transactions. Solution acceptance services focus on planning and obtaining individual user acceptance of aspects of the system, the planning and completion of several dress rehearsals, and Go Live planning. This includes the following activities:

Individual user acceptance tests of the new Integrated Solutions shall be conducted once the systems have made it through the integration (system) test. At this point, the systems, the data, the configuration, the service levels have all been tested, at which point the Corporation will complete another series of tests to determine whether or not to preliminarily accept the systems as they have been developed and delivered by the Contractor to the Corporation.

Formal written approval of this stage of services is required prior to initiating the “Day in the Life” (end to end) testing. It should also be noted that the Corporation has licensed Load runner which may be used by the implementer proper “stress/load/performance” testing if desired.

- **Go-Live Planning:** A work plan and schedule covering the go-live weekend and subsequent support activities to support the rollout shall be developed. This plan/schedule identifies all of the business and technical activities that must occur leading up to Production Cutover and all of the business and technical activities that must occur after Production Cutover. The plan identifies dependent tasks and assigns responsible resources and shall be verified by the vendor utilizing a desk walk through process.
- **Dress Rehearsals:** Dress rehearsals to exercise the Go Live Plan/Schedule shall be conducted. These rehearsals typically are conducted over a weekend to “mock” the Production Cutover weekend and will involve teams outside of the conversion team. They are a complete practice of all Production Cutover activities. Updates to the plan, schedule, dependencies and resources are made to reflect lessons learned during the rehearsals, and multiple rehearsals may be required to ensure that the process has been fully rehearsed and all systems and people are ready for Production Cutover.

While the completion of this activity is strictly results based, the Corporation anticipates that a minimum of four complete dressed rehearsals will be needed.

Transition services focus on insuring a smooth transition from the development project to production operation and ongoing support of the Billing Solutions. This includes the following activities:

- **Transition Planning:** This activity focuses on planning & documenting the transition period, identifying transition activities, resources, responsibilities, etc.
- **Knowledge Transfer:** Develop and document a knowledge transfer plan. During the course of the project, the Bidder shall engage in a series of activities to transfer knowledge regarding aspects of the Solutions from the development team to the production team, who will ultimately be operating and supporting the system. All knowledge transfer activities and content shall be documented and reported in a quarterly

status report.

- **Operational Readiness:** This activity involves an assessment of the production environment to determine if the infrastructure, network, desktop, database, environments, application, staff, etc., are ready to initiate the Production Cutover process for the Integrated Solution from development and commission it into a production operating environment.

Solution installation and stabilization services focus on Production Cutover from the existing system to the new Solution and subsequent work to stabilize the new Integrated Solution in the production environment. This includes the following activities:

- **Production Cutover(s):** This activity focuses on executing the go-live plan/schedule, which moves the Corporation from the existing system to operation of the new Integrated Solution. This Production Cutover can occur over a long 3-day weekend or any other similar scheduled downtime.
- **Production Stabilization:** A stabilization period of 12 months is anticipated. During this stabilization period, the system is in production operation. The Contractor shall be focused on fixing production problems with the Integrated Solutions. Monitoring system use and how well the new business processes are executed is also expected during this period. A successful stabilization period shall occur prior to Final System Acceptance.

#### ***Cost Control***

##### **Variations**

The Engineer 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 produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

##### **Payment Certificates**

The payment to the Contractor will be as follows for works specified in this document:

- a. A bill shall be submitted by the Contractor quarterly or before the date fixed by the Engineer In-charge for all works executed in the previous quarter, and the Engineer 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.
- b. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

- c. The Engineer 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.
- d. The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified intender.

### **Payments**

Payments shall be adjusted for deductions for advance payments, retention, Performance Guarantee, 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 Engineer within 15 days of the date of each certificate.

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 ₹. One Thousand, the contractor shall on submitting a quarterly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer 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 Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed 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 Engineer 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 Engineer In- charge's certificate of the measurements 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 Engineer.

In case of consortium, all the communications, contract, billing and payment will done to and with the lead bidder only. BMC in any case would not entertain any communication or claim from any of the consortium partner. All the communications and representations should essentially come thru the lead bidder only.

#### **Tax**

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. The tenders shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Where ever the services to be provided by the Tenders falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any. The Tenderer shall mandatorily upload the information of applicable tax in the pro-forma as enclosed under 'Special Annexure-I' given below in Packet 'C'. Wherein the tenderer shall indicate in the tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the tender. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc..except that payment/ recovery for overall market situation shall be made as per price variation.

#### **Currencies**

All payments will be made in Indian Rupees.

#### **Liquidated Damages**

If the contractor fails to comply with orders within the delivery period stipulated, the Corporation shall recover from the Contractor, the liquidated damages or by way of penalty half percent of the price of the software which the Contractor has failed to deliver under the contract per week or part thereof during which the delivery of such Software in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of Software undelivered. Such penalty will be recovered from the Contractors balance bill, BG or EMD or any money due to the contractor from Corporation.

#### **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.

Engineer'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      | Upto 5 Crs.                 | ₹.10 Lacs or final bill which-                    |
| 2      | Upto 25 Crs.                | ₹.1 Crore or final bill amount whichever is More  |
| 3      | Upto 50 Crs.                | ₹.2 Crores or final bill amount whichever is More |
| 4      | Upto 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 have 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 upto certain date, upto next 15 days i.e. upto 30days
- Next 15 days upto 45 days from the date of Equal to 10% of bill amount completion/running bill upto specified date
- If not submitted within 45 days from the date of Bill will not be admitted for completion bill payment.

#### **Documentation**

Complete product documentation should be provided by the successful Bidder for system de- sign specification, functional specification, technical and implementation aspects of the sys- tem. Documentation should include the successful Bidder's standard reference manuals (customized to reflect the Corporation's configuration and business processes), training materials, systems administration manuals, operating instructions and product technical specifications. Successful Bidder shall provide electronic versions of documentation with rights to reproduce and distribute the documentation internally for the Corporation use only for easy dissemination to end users in addition to the hard copy of the documentation.

Another key aspect of effective documentation is project and implementation documentation using the project's artifacts. The Bidder should describe the proposed approach to managing and controlling project and implementation artifacts, including environments, data, change control and configured workflows and software application set up (configuration management).

Prior to production implementation, the Contractor shall deliver to Corporation detailed

technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

#### **Termination of Contract**

Without prejudice to any other remedy, Corporation reserves the right to terminate the contract by giving notice 30 days in advance to the contractor particularly in respect of the following situations:-

- If the contractor fails to deliver any or all of the goods/fails to carry out the work within stipulated period.
  - If the contractor fails to perform any other obligation under the contract.
  - If the contractor becomes bankrupt or otherwise insolvent.
- If it is established that the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event of any such situation, EMD/Performance Security of the bidder/contractor shall also be forfeited.

#### **Ownership of Documents and software**

All documents prepared by the contractor, in connection with the project including all reports, notes, plans and drawings, design documents, BPR, software customization, data prepared and compiled, etc. and submitted to copy rights in connection with the above documents will vest with Corporation. It is at the discretion of the Corporation to use the solution as they seem appropriate.

**SECTION-10**

**FRAUD AND CORRUPT  
PRACTICES**

## **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 person's 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:

- i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

- vii. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided .
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. ”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

**SECTION-11**  
**PRE BID MEETING**



## **PREBID MEETING**

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three 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.

All enquiries from the bidders relating to this BID DOCUMENT must be submitted to the designated contact person as mentioned in the BID DOCUMENT Data Sheet at least 2 days before the pre bid meeting by E-mail only. E-mail received after above time limit will be not entertained. The queries should necessarily be submitted in the following format as a Word Document.

| <b>S. No.</b> | <b>BID DOCUMENT reference (Section and Page No)</b> | <b>Content of BID DOCUMENT requiring clarification</b> | <b>Clarification Sought /Query</b> |
|---------------|---|--|------------------------------------|
| 1             |   |  |                                    |
| ...           |   |  |                                    |

Queries submitted after the deadline mentioned in the BID DOCUMENT Data Sheet or which do not adhere to the above mentioned format may not be responded to. Some of the general points raised by bidders will be clarified in the pre bid meeting. However, all the responses to the queries (clarifications / corrigendum) shall be made available on the BMC website /portal.

Any change in venue, date and time of pre bid shall be made available on the BMC website/portal.

**SECTION –12**

**LIST OF APPROVED  
BANKS**

## **LIST OF APPROVED BANKS**

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

### **List of approved Banks:-**

|          |                                       |
|----------|---------------------------------------|
| <b>A</b> | <b>S.B.I and its subsidiary Banks</b> |
| 1        | State Bank Of India.                  |
| 2        | State Bank Of Bikaner & Jaipur.       |
| 3        | State Bank Of Hyderabad.              |
| 4        | State Bank Of Mysore.                 |
| 5        | State Bank Of Patiyala.               |
| 6        | State Bank Of Saurashtra.             |
| 7        | State Bank Of Travankore.             |
| <b>B</b> | <b>Nationalized Banks</b>             |
| 8        | Allahabad Bank.                       |
| 9        | Andhra Bank.                          |
| 10       | Bank Of Baroda.                       |
| 11       | Bank Of India.                        |
| 12       | Bank Of Maharashtra.                  |
| 13       | Central Bank Of India.                |
| 14       | Dena Bank.                            |
| 15       | Indian Bank.                          |

|          |                                    |
|----------|------------------------------------|
| 16       | Indian Overseas Bank.              |
| 17       | Oriental Bank Of Commerce.         |
| 18       | Punjab National Bank.              |
| 19       | Punjab & Sindh Bank.               |
| 20       | Syndicate Bank.                    |
| 21       | Union Bank Of India.               |
| 22       | United Bank Of India.              |
| 23       | UCO Bank.                          |
| 24       | Vijaya Bank.                       |
| 24A      | Corporation Bank.                  |
| <b>C</b> | <b>Scheduled Commercial Banks</b>  |
| 25       | Bank Of Madura Ltd.                |
| 26       | Bank Of Rajasthan Ltd.             |
| 27       | Banaras State Bank Ltd.            |
| 28       | Bharat Overseas Bank Ltd           |
| 29       | Catholic Syrian Bank Ltd.          |
| 30       | City Union Bank Ltd.               |
| 31       | Development Credit Bank.           |
| 32       | Dhanalakshmi Bank Ltd.             |
| 33       | Federal Bank Ltd.                  |
| 34       | Indsind Bank Ltd.                  |
| 35       | I.C.I.C.I Banking Corporation Ltd. |
| 36       | Global Trust Bank Ltd.             |
| 37       | Jammu & Kashmir Bank Ltd.          |
| 38       | Karnataka Bank Ltd.                |
| 39       | KarurVysya Bank Ltd.               |

|          |   |
|----------|---|
| 40       | Laxmi Vilas Bank Ltd.                   |
| 41       | Nedugundi Bank Ltd.                     |
| 42       | Ratnakar Bank Ltd.                      |
| 43       | Sangli Bank Ltd.                        |
| 44       | South Indian Bank Ltd.                  |
| 45       | S.B.I Corporation & Int Bank Ltd.       |
| 46       | Tamilnadu Mercantile Bank Ltd.          |
| 47       | United Western Bank Ltd.                |
| 48       | Vysya Bank Ltd.                         |
| <b>D</b> | <b>Schedule Urban Co-op Banks</b>       |
| 49       | Abhyudaya Co-op Bank Ltd.               |
| 50       | Bassein Catholic Co-op Bank Ltd.        |
| 51       | Bharat Co-op Bank Ltd.                  |
| 52       | Bombay Mercantile Co-op Bank Ltd.       |
| 53       | Cosmos Co-op Bank Ltd.                  |
| 54       | Greater Mumbai Co-op Bank Ltd.          |
| 55       | JanataSahakari Bank Ltd.                |
| 56       | Mumbai District Central Co-op Bank Ltd. |
| 57       | Maharashtra State Co-op Bank Ltd.       |
| 58       | New India Co-op Bank Ltd.               |
| 59       | North Canara G.S.B. Co-op Bank Ltd.     |
| 60       | Rupee Co-op Bank Ltd.                   |
| 61       | Sangli Urban Co-op Bank Ltd.            |
| 62       | Saraswat Co-op Bank Ltd.                |
| 63       | ShamraoVithal Co-op Bank Ltd.           |
| 64       | Mahanagar Co-op Bank Ltd.               |

|          |   |
|----------|---|
| 65       | Citizen Bank Ltd.                       |
| 66       | Yes Bank Ltd.                           |
| <b>E</b> | <b>Foreign Banks</b>                    |
| 67       | ABM AMRO (N.Y.) Bank.                   |
| 68       | American Express Bank Ltd.              |
| 69       | ANZ Grindlays Bank Ltd.                 |
| 70       | Bank Of America N.T. & S.A.             |
| 71       | Bank Of Tokyo Ltd.                      |
| 72       | Bankindosuez.                           |
| 73       | BanqueNationale de Paris.               |
| 74       | Barclays bank.                          |
| 75       | City Bank N.A.                          |
| 76       | Hongkong& Shanghai banking Corporation. |
| 77       | Mitsui Taiyokbe Bank Ltd.               |
| 78       | Standard Chartered Bank.                |
| 79       | Cho Hung Bank.                          |

**SECTION –13**  
**APPENDIX**

**FORM OF TENDER**

To,

The Municipal Commissioner for Greater Mumbai Sir,

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai as amended up to date.
- iv. Relevant drawings
- v. Specifications.
- vi. Special directions
- vii. Annexure A and B.
- viii. Bill of Quantities and Rates.

1A. I/We

\_\_\_\_\_

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

.....

.....

.....

.....

.....

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

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work.”

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

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

3. According to your requirements for payment of Earnest Money amounting to Rs. \_\_\_\_\_ /-(Rs. \_\_\_\_\_ )

I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest



4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
  - a. I/We fail to keep the tender open as aforesaid.
  - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as ‘Employer’ with the Bombay Iron and Steel Labour Board’ and fulfil all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. “I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. “I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the 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 on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,”

Address

Yours faithfully,

.....  
 .....

Digital Signature of the Tenderer or the Firm

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

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

|    |       |                |
|----|-------|----------------|
|    |       | A/c No.        |
|    |       | .....          |
| 1. | ..... | Name of Bank   |
| 2. | ..... | .....          |
| 3. | ..... | Name of Branch |
| 4. | ..... | .....          |
| 5. | ..... | Vender No.     |
|    |       | .....          |

**AGREEMENT FORM**

Tender / Quotation

dated ..... 20...

Standing Committee/Education Committee Resolution No. ....  
CONTRACT FOR THE WORKS .....

.....  
.....  
This agreement made this day of .....

Two thousand .....  
Between \_\_\_\_\_

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

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

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

.....  
.....  
the D.M.C. (S.W.M.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Brihanmumbai Municipal Corporation (hereinafter called

"the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS THIS AGREEMENT WITNESSETH as follows:-

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

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed, Sealed and delivered by the contractors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of

\_\_\_\_\_  
\_\_\_\_\_

Trading under the name and style of

\_\_\_\_\_  
\_\_\_\_\_

Full Name

Address

Signed by the Director (ES&P) / DMC (SWM) in the presence of

Contractors

Ex. .... City/ WS/ ES

\_\_\_\_\_  
\_\_\_\_\_

Director (ES&P)/DMC (SWM)

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

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Special Annexure – I

| Sr. No.      | SAC/ HSN Code | Item/ Work Description | Amount Inclusive of all taxes and duties | Bidder to indicate the amount of applicable taxes |        |      |        |      |        |                    |        | Total Amount of taxes |
|--------------|---------------|------------------------|--|---|--------|------|--------|------|--------|--------------------|--------|-----------------------|
|              |               |                        |  | CGST  |        | SGST |        | IGST |        | Other taxes if any |        |                       |
|              |               |                        |  | %   | Amount | %    | Amount | %    | Amount | %                  | Amount |                       |
|              |               |                        |  |   |        |      |        |      |        |                    |        |                       |
|              |               |                        |  |   |        |      |        |      |        |                    |        |                       |
|              |               |                        |  |   |        |      |        |      |        |                    |        |                       |
| <b>Total</b> |               |                        |  |   |        |      |        |      |        |                    |        |                       |

## ANNEXURE " A "

**Name of work :** Supply of 6,00,000 Nos white window printed envelopes  
22.5 C.M ×10 C.M for the use of Assessment & Collection  
department of Municipal Corporation.

1. The Engineer for this work : Dy. A & C (computer)

2. **Estimated cost of Tender :**

| Sr No | Description of work | Total Amount Rs. |
|-------|---------------------|------------------|
| 1     | Total Amount        |                  |

3. Earnest Money (1% of the Estimated cost) 

|  |
|--|
|  |
|--|

4. Time Period

|    |                                       |           |
|----|---------------------------------------|-----------|
| 1. | Contract as a whole Period completion | 12 Months |
| 2. | Part or Groups of items               |           |
|    | 1) -                                  | 4) -      |
|    | 2) -                                  | 5) -      |
|    | 3) -                                  | 6) -      |

## **Annexure- B**

### **PRE-CONTRACT INTEGRITY PACT**

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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

others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject 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 9, 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 ;
1. “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;
2. “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
3. “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

(On Rs. 500/- Stamp Paper)

### **DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

**BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

THE \_\_\_\_\_ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns)of the first part

\_\_\_\_\_ inhabitants carrying on business at \_\_\_\_\_ in Mumbai under the style and name of Messer's \_\_\_\_\_ (hereinafter referred to as 'the consultant') of the second part Shri. \_\_\_\_\_

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

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

IN WITNESS WHEREOF

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney Manager

address \_\_\_\_\_

the Bank and the said Messer’s \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_

For Messer’s \_\_\_\_\_

Contractor’s Signature

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 para 'A' of Post qualification during last three years–

**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:**

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

**PROFORMA- II**

Yearly turnover of the Works during the last three years.

| <b>PROFORMA- II</b> |                |                              |                               |                        |          |
|---------------------|----------------|------------------------------|-------------------------------|------------------------|----------|
| Sr.No.              | Financial year | Annual Turnover of the Works | 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**

Atleast similar work, as stated in para ‘A’ of Post qualification,.

**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 Engineer-in-charge 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 –

| <b>PROFORMA - VI / A</b> |       |                     |                            |                            |                              |   |                                |
|--------------------------|-------|---------------------|----------------------------|----------------------------|------------------------------|---|--------------------------------|
| Description of Work      | Place | Contract No. & Date | Name & Address 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 Engineer-in-Charge 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 –

**PROFORMA - VI / B**

| Description of work | Place | Name & Addresses of employee | Value of Contract | Time Period | Date on which decision is expected | Remarks |
|---------------------|-------|------------------------------|-------------------|-------------|------------------------------------|---------|
| 1                   | 2     | 3                            | 4                 | 5           | 6                                  | 7       |
|                     |       |                              |                   |             |                                    |         |

**Note:** Scanned Attested copies of certificates from the Officer-in-charge for each work shall be annexed.