



BRIHANMUMBAI MUNICIPAL CORPORATION

BID NO-7200037871

E-TENDER

FOR

Name of Work: To Run On Street Pay & Park scheme at Vinay K Shah & Goenka Marg in 'A' Ward, Category –A for Unreserved Category

Website: portal.mcgm.gov.in/tenders

Office of: **Office of Dy. Chief Engineer (Traffic),**
Engineering Hub Building, Ground floor,
Dr. E.Moses Road, Worli Naka
Worli, Mumbai- 400 018

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INDEX

SECTION	DESCRIPTION	PG.NO.
1	E-TENDER NOTICE	3-7
2	ELIGIBILITY CRITERIA	8-9
3	DISCLAIMER	10-12
4	INTRODUCTION	13-14
5	E-TENDER ONLINE SUBMISSION PROCESS	15-18
6	INSTRUCTIONS TO BIDDERS	19-31
7	SCOPE OF WORK	32-35
8	GENERAL CONDITIONS OF CONTRACT	36-53
9	FRAUD AND CORRUPT PRACTICE	54-57
10	PRE-BID MEETING	58-59
11	LIST OF APPROVED BANK	60-64
12	DRAFT LICENSE AGREEMENT	65-81
13	APPENDIX	82-94
14	SPECIAL CONDITIONS OF CONTRACTS	95-108
15	SPECIAL INSTRUCTIONS TO BIDDERS	109-113
16	PARKING LOT PLANS	114-115
17	FINANCIAL BID FORM (FORM-B)	116-117

SECTION 1
E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

**Office of
Deputy Chief Engineer (Traffic)
BID NO.-7200037871**

E-TENDER NOTICE

The Brihanmumbai Municipal Corporation (BMC) invites e-tender on **Item rate basis** to appoint Agency to run on street Pay & Park scheme at **Vinay K Shah & Goenka Marg in 'A' Ward**, Category-A from the Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association .

Bidding Process will comprise of THREE stages.

Post Qualification Criteria:

1. The Bidder should be Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association.
2. Bidder must be domiciled in Brihanmumbai Municipal Corporation (B.M.C.) limits for at least 15 years.

Security Deposit:

The successful Bidder, here after referred to as the agency shall pay an amount equal to 3 times quoted Monthly License fees + all Taxes (TCS etc.) within Fifteen days from the date of issue of letter of acceptance. **(in the form of DD)**. The Security Deposit will be retained by the Municipal corporation of further period of three Months after expiry of the contract period.

Bidding process with comprise of three stages

2. The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of **Rs. 6300 + 18% GST (9% SGST + 9% CGST)** 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 On street Pay & Park application form, for those applicants not having vendor registration, need to apply first for vendor registration at Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.
 - 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, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying

authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Sr. No	Name and location of On Street PAY & PARK lot facility	Total no. of parking spaces	Contract period	Bid Amount (Min Monthly Lic. Fees) Excluding of all applicable Taxes X 24 months) estimate contract cost	Amount of EMD	Minimum License fees per month (Reserved BID) Excluding of all applicable Taxes	E- Tender Price
1	2	3	4	5	6	7	9
1.	<u>Vinay K Shah & Goenka Marg in 'A' Ward</u> Category -A	LMV- 98 Two wheeler - 44	2 Years Please refer (Section 14, special Condition of contract Clause no. 3 of bid document	Rs. 57,07,728/- (Excluding of all applicable taxes)	Rs. 1,14,155/- (3 times Monthly License Fees)	Rs. 2,37,822/- (Excluding of all applicable taxes) (quoted monthly license fees will increase /Decrease proportionately when parking rates revised)	Rs. 6300/- + 18% GST

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. 1,14,155/- (One Lakh Fourteen Thousand One Hundred and Fifty Five)** ("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 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 bids, in the office of Dy. Chief Engineer (Traffic). 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 Applicant interested for the above referred works may contact the Dy. Chief Engineer (Traffic) at the following address on any working day during office hours.

Office of : Deputy Chief Engineer (Traffic)
Engineering Hub Building, Ground Floor,
Dr. E.Moses Road,
Worli Naka, Worli,
Mumbai- 400 018

The applicant may wish to visit the site under reference located at **Vinay K Shah & Goenka Marg in 'A' Ward**, 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 applications 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>)

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Dy. Chief Engineer (Traffic).

HEADER DATA

Tender Document No.	BID NO :7200037871
Name of Organization	Brihanmumbai Municipal Corporation
Subject	<u>To Run On Street Pay & Park scheme for Vinay K Shah & Goenka Marg in 'A' Ward Category- A</u>
Cost of Tender	Rs. 6300+ 18% GST
Minimum License fees for Contract Period (24 months)/Bid Amount	Rs. 57,07,728/- (Exclusive of all taxes)
Minimum Monthly Lic. Fees	Rs. 2,37,822/- (Exclusive of all taxes)
EMD	Rs. 1,14,155/-
Date of Issue and sale of Tender	19/10/2022 from 11:00 Hrs.
Last date & time for sale of tender	31/10/2022 upto 12:00 Hrs.
Submission of Packet A, B & Packet C (Online)	31/10/2022 upto 16:00 Hrs.
Opening of Packet A	01/11/2022 after 16:01 Hrs.
Opening of Packet B	01/11/2022 after 16:10 Hrs.
Opening of Packet C	09/11/2022 after 15:00 Hrs.
Address for Communication	Office of : Deputy Chief Engineer (Traffic), Engineering Hub Building, Ground Floor, Dr. E.Moses Road, Worli Naka, Worli, Mumbai- 400 018.
Venue for opening of Bid	Online in Dy.Chief Eng.(Traffic) Office.

SECTION 2
ELIGIBILITY CRITERIA

Eligibility of Applicant

The Bidders for this work shall be Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association.

Bidder must be domiciled in B.M.C. limits for at least 15 years before date of invitation of tender.

SECTION 3
DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Applicants 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 Applicants 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 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 advisers 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 Applicant for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applications 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

As per the policy decision taken, BMC has identified on-street pay & park sites in BMC area which are to be run & operated through Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association. Also BMC has categories pay & park sites in category A, B, & C and parking tariffs are different for each category. This site is in Category A.

Name of the work : To run on-street pay & park scheme at Vinay K Shah & Goenka Marg in 'A' Ward, category - A The above sites comes under Category – A as per parking policy approved by BMC vide C.R. 1048 dt. 02.01.2015

Total number of parking spaces : (1). LMV- 98 nos.
(2). Two wheelers. – 44 nos.

Contract Period : 2 years or till the date of issue of work order to contractor to operate public parking lot within 500 meter radius whichever is earlier.

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) EMD should be paid online as mentioned in tender.
- 9) For commercial details (in Packet C) bidders will fill data in Item Data tab in Service Line Item via details and quotes his offer.
- 10) Applicant to check the bid, digitally signs & save and submit his Bid Invitation.
- 11) Applicant 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) Applicant 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 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.BMC.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 **Dy.Ch. Eng.(Traffic)**.

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
BIDDERS

INSTRUCTIONS TO BIDDERS & GENERAL STIPULATION

Eligibility of Applicant

The Bidders for this work shall be Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association. Bidder must be domiciled in B.M.C. limits for at least 15 years.

Personnel:

The bidder shall appoint following personnel (Adequate Numbers) at his own cost to run the On street pay & park scheme for 24 hours.

- 1) Attendants
- 2) Security Guards

The failure in providing experienced personnel at site as above and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization. Such disobeying attitude of the contractor shall also be reported to Vigilance/Registration & Monitoring department.

1.5 Contract Period:

2 years or till the date of issue of work order to contractor to operate public parking lot within 500 meter radius, whichever is earlier.

Contract Execution

- (A) All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit. Security deposit + Taxes will be paid within 15 days from issue of date of letter of acceptance.
- (B) If the amount of the Security Deposit + Taxes (TCS) to be paid above is not paid within 15 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.

(C) The amount of Security Deposit retained by the BMC shall be released after three months of expiry of contract period up to which the contractor has agreed to operate, maintain and manage On Street Pay and Park .

(D) Payment of Monthly License fees :

(a) Successful Bidder has to pay amount equal to three months quoted monthly license fees+ Taxes (TCS) in advance as security deposit within 15 days of issue of letter acceptance from MCGM.

(b) Monthly license fee+ Taxes(TCS) for first month shall be paid by the successful bidder in advance before taking over the site and within 30 days of issue letter of acceptance from BMC.

(c) Monthly license fee+ Taxes (TCS) for subsequent months will be paid by the successful bidder by 7th of every month to BMC.

(d) Quoted monthly license fees + Taxes (TCS) will increase proportionately when parking rates are increased in subsequent years.

(e) The GST as mentioned in b to d shall be paid directly to the Central Govt. of India.

(E) Default or delay in payment of License fee

In case of Default or delay in payment of License fee following penalties shall applicable

(1) For default upto a period of 30 days: The Operator shall be liable to pay to BMC interest @ 1.50 Percent Per Month on the outstanding amount for the period such amount remains outstanding.

(2) Beyond 30 days upto a period of 60 days: The Operator shall be liable to pay to BMC interest @2.00 Percent Per Month on the outstanding amount for the period such amount remains outstanding.

(3) Any default beyond 60 days: The License Agreement is liable to termination and security deposit shall be forfeited.

1.7 Action when whole of security deposit is forfeited:

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

a) To rescind the contract (for which 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 run on street pay & park lot 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 running pay & park lot for balance period of contract and crediting him with the value of running public parking lot departmentally in all respects in the same manner and at the same license fees monthly 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 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 running pay & park lot 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.
- d) In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any

engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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 Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensue as if the contract had been rescinded under 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 Vendor Certificate
- b) Valid GST Registration certificate OR Undertaking that submit the Valid GST Registration certificate before issue of LOA.
- c) 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.
- d) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC. Memorandum of Articles of Association of firm in case of Partnership Company.

- e) Certified copies of documents of firms/ organizations as a proof for domiciled in B.M.C. limits for at least 15 years before date of invitation of tender.
- f) The bidders shall categorically provide their Email-ID in packet 'A'.
- g) Scanned copy of details of online payment of EMD shall be uploaded.
- h) Registered affidavit / U/T on Rs. 500/- stamp paper to be submitted by agency /person stating that there are no pending dues on the agency and agency is not debarred /blacklisted .(Annexure - C).

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 –

- I.** The list of details of works completed if any as per (Proforma –I)
- II.** Details of existing commitments and ongoing works if any as per (proforma-II)
- III.** Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicant 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 – III).
- IV.** Information on Personnel to be employ on site (PROFORMA-IV)
Scanned Attested Copies of Qualification and work experience of the personnel employed on site shall be uploaded.
- V.** The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange the required site office furniture & personal for running of pay & park.
- VI.**The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure 'B'
- VII.** Information on Litigation History (Proforma V) in which the tenderer is involved

VIII. Financial Bid Form B duly filled in and signed and scanned and uploaded in packet B along with e-tendering.

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. 500 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. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

- 1) 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.
- 2) Regarding Details of Litigation History (Proforma V) to be submitted by bidder in Packet B.
Bidder shall disclose the litigation history in (Proforma V). If there is no litigation History, Bidder shall specifically mention that there is no litigation History against him as per clause of Litigation History. In case there is litigation History-
Litigation History must cover- Any action of Blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under State or Central Govt./Govt.organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.

PACKET – C

- a) Online tender filled in financial offer. The Bidder shall quote above the minimum Monthly License fees mentioned in tender notice or at par. Accordingly the bidder should mention the monthly license fee amount for PACKET-C tenderer(s) will fill data in ‘ Item Data Tab’ in Service Line Item via Details and quotes his reserved BID
- b) **The Bidder who offers highest monthly License Fees (Reserve BID) (Excluding Taxes) shall be the preferred Bidder.**
- c) The offer of bidders who quotes less than reserved bid amount will be rejected.

Grievance Redressal Committee (GRC):

- 1. If a Bidder is not satisfied with the decision of responsiveness / non responsiveness in Packets ‘A’, ‘B’, or ‘C’, by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee Rs. 25,000/-.
- 2. D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.
- 3. The committee for hearing grievances and passing orders will be constituted as follows:
 - a. The Committee will comprise of D.M.C. / Director / Jt. M.C. of tender inviting department and D.M.C. / Director / Jt. M.C. of the department for which tender is being invited.
For example, if tender is invited by C.P.D. dept., for K.E.M. Hospital then the Committee will be of DMC (CPD) and DMC (PH).
 - b. In case the tender inviting department and department for which tender is being invited are same then the concerned D.M.C. / Director / Jt. M.C. of the same department and D.M.C. (C.P.D) will be the members of the committee.
For example, if tender is invited by Dean (KEM) for KEM Hospital then the committee will be DMC (PH) and DMC (CPD).

In tabular format:

Tender inviting Department	Work belonging Department
D.M.C (CPD) or D.M.C. / Director / Jt. M.C. of concerned Department	Concerned D.M.C. / Director / Jt. M.C.

- 4. In case the work is pertaining to various departments then concerned D.M.C. / Director / Jt. M.C. having major contribution of work will be one of the member of the committee.
- 5. The committee will hear the grievances of bidder within 30 days on receipt of bidder’s application and will pass an order within 45 days.
- 6. If Bidder is not satisfied with the decision of the above committee, he may appeal to

the concerned addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days

EMD

- (a) The Bidder shall furnish, as part of the Bid, EMD, in the amount specified in the Bid Data Sheet.
- (b) The tenderer shall pay the EMD online instead paying the EMD at any of the CFC center in BMC Ward Offices.
- (c) Any bid not accompanied by EMD shall be rejected by the Employer as non-responsive.
- (d) The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- (e) The EMD of other bidders except second highest shall be refunded immediately after opening of financial bid
- (f) EMD of the 2nd highest bidder will be refunded only after issuing of offer letter to the successful bidder.

The EMD may be forfeited:

- (a) If the Bidder withdraws the Bid after bid opening 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. 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 Vendor Certificate.

ii. GST registration certificate

iii. Certified Copies of PAN documents and photographs of 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, more than two in case of Private Limited Companies,

iv) **Undertakings as mentioned in the tender document.**

v) **No proper submission of experience certificates and other documents, etc.**

II. Non-curable Defect shall mean

a) Non submission of EMD amount,

b) Does not submit valid certificate/Documents/proof of Domicile within BMC limits for at least 15 years along with relevant supporting documents such as Adhar card, Ration Card, Driving License, PAN card etc.

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 AND PERFORMANCE GUARANTEE

2. Security Deposit:

The successful Bidder, here after referred to as the contractor shall pay an amount equal to 3 times quoted Monthly License fees + Taxes (TCS) within Fifteen days from the date of issue of letter of acceptance. **(in the form of DD/Pay Order)**

3. Additional Security Deposit:

The Bidder shall pay the additional security deposit + Taxes (TCS) as and when Quoted Monthly Licensed fees will be increase as per increase in parking charges as per parking rates tariff given in Annexure 'D' in draft license agreement in the form of D.D./Pay Order.

4. Refund of Security Deposit

The Security Deposit shall be released after three months of completion of contract period subject to no recoveries in any nature are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. If any dues are outstanding from contractor to BMC then no claim shall be made against the Balance security deposit.

F. Legal + Stationery Charges: (As per Pay & Park latest Applicable circular)

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. 10318 dated 24.03.2022 of legal department.

Sr. No.	Contract Value	Legal + Stationery Charges from 01.04.2022 to 31.03.2023
1	Rs.- 10,001/To Rs.50,000/	Nil
2	Rs.50,001/- To Rs.1,00,000/-	Rs. 6,290/-
3	Rs.1,00,001/- To Rs.3,00,000/-	Rs. 10,380/-
4	Rs.3,00,001/- To Rs.5,00,000/-	Rs. 12,470/-
5	Rs.5,00,001/- To Rs.10,00,000/-	Rs.14,510/-
6	Rs.10,00,001/- To Rs.20,00,000/-	Rs. 16,570/-
7	Rs.20,00,001/- To Rs.40,00,000/-	Rs.18,660/-
8	Rs.40,00,001/- To Rs.1,00,00,000/-	Rs. 20,720/-
9	Rs.1,00,00,001/- To Rs.10,00,00,000/-	Rs. 24,450/-
10	Rs.10,00,00,001/- To Rs.20,00,00,000/-	Rs. 28,220/-
11	Rs.20,00,00,001/- To Rs.30,00,00,000/-	Rs. 31,980/-
12	Rs.30,00,00,001/- To Rs.40,00,00,000/-	Rs. 35,740/-
13	Rs.40,00,00,001/- To Rs.50,00,00,000/-	Rs.39,470/-
14	Rs.50,00,00,001/- To Rs. 1,00,00,00,000/-	Rs. 47,000/-
15	Rs.1,00,00,00,001/- To Rs. 2,00,00,00,001	Rs. 58,270/-
16	Rs.2,00,00,00,001/- To Rs. 3,00,00,00,001	Rs.65,770/-
17	Rs.3,00,00,00,001/- To Rs. 4,00,00,00,001	Rs.75,120/-
18	Rs.4,00,00,00,001/- To Rs. 5,00,00,00,001	Rs. 84,510/-
19	Rs.5,00,00,00,001/- Up to above any contract value.	Rs. 93,920/-

The tenderer 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.

G. 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 Maharashtra 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 :

(i)	Where the amount or value set forth in such contract does not exceed rupees Ten lakhs	Five Hundred rupees stamp Duty
(ii)	Where it exceeds rupees Ten lakhs	Five Hundred rupees plus 0.1% of amount above rupees ten lakh subject to the maximum of rupees twenty live lac stamp duty.
As per Article 54 read with 40(b) 0.5 % of B.G amount stamp duty to be paid by Bidder.		

- II. The successful bidder shall enter into a contract agreement with B.M.C. within 30 days from the date of issue of letter of Acceptance and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- III. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- IV. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS:

- 5. 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.
- 6. Applicants/Bidders shall refer portal.BMC.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 dychetr.rt@mcmg.gov.in The subject shall clearly bear the following

identification/ title: **"Queries/ Request for Additional Information: Tender to run on street pay & park scheme for Vinay K Shah & Goenka Marg in 'A' Ward.**
Any changes in Email ID will be intimated on the portal.

7. In case of Equal Monthly License Fees (Exclusive of taxes) quoted by more than one highest bidders the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet C on same BID-Document number for re-quoting and such development needs to be done by IT department in BMC's SRM system. Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same monthly Licensed fees i.e. Highest Bidder (H-1)

In case of Equal Monthly License Fees (Exclusive of taxes) of highest bidders are obtained even after re-quoting, then the successful bidder will be decided by lottery system by Ch.Eng. (Roads and Traffic).

SECTION 7
SCOPE OF WORK

SCOPE OF WORK

**Name of the Work : To run pay & park scheme for Vinay K Shah & Goenka Marg
in 'A' Ward, in Category A**

1. General –

1.1 The scope of work will be collection of parking charges from vehicles intends to park their vehicles at this parking lot. as per parking policy approved by BMC vide C.R. 1048 dt. 02.01.2015 and payment of quoted monthly license fee to BMC as per tender condition.

2 Details of the Pay & park scheme

This site comes under A category as mentioned above and as per parking policy approved by BMC vide C.R. 1048 dt. 02.01.2015. category wise parking charges are mention Appendix II and Annexure 'D' of the tender.

**Total Parking Spaces (a) LMV - 98 nos.
(b) Two Wheeler – 44 nos.**

1. The Licensee(s) shall operate a On Street Pay and Park during **08.00 a.m. to 08.00 a.m.** next morning i.e. 24 hours. (on all days including Saturdays, Sundays & Holidays) at the charges fixed by the Brihanmumbai Municipal Corporation vide Corporation Resolution no. 1048 dt. 02.01.2015

2. The said parking charges and working hours are as per Appendix –II and Annexure 'D' of this bid documents.

3. The Licensee(s) shall issue to customer parking tickets (with the help of Hand Held Pay & Park Electronic Device) with Sr. No. , counter foiles showing location of pay & park scheme, ward, name of the authorized pay & park contractor, date, vehicle No., vehicle type, Time in and out and notice indicating that vehicles are park at owners risk on reverse side on parking tickets. The Hand Held Pay & Park Electronic Device shall generate the bill amount of parking automatically.

4. When directed by Engineering in-charge Licensee/Pay & park contractor shall deposit an amount equivalent to cost of hand held electronic device of particular Brand / Company with B.M.C. whenever web based parking system is implemented by B.M.C. in future. Also a contractor shall make arrangements to accept the payment from vehicle owners in electronic mode.

5. However, tenderer will not have any objection if B.M.C. put up computerized ENTRY / EXIT system at all possible places and the successful bidder shall use electronic device

approved by BMC when base parking is implemented. Also the successful bidder shall deposit an amount equivalent to cost of approved electronic device to BMC when directed

6. The Licensee shall not make any alternations or additions to the car parking space and keep the car parking space clean and in good order and condition and shall use the car parking space only for the purpose mentioned in the license and not for any other purpose whatsoever.

7. The Licensee shall not give preference to any person and will allow the parking strictly on “First come First Served” basis. The licensee shall not allow any space / place in the parking lot to be kept reserved for parking for vehicles of particular person / persons of any company.

8. The Licensee shall maintain parking lot and run On Street Pay and Park scheme at their own cost by engaging their own staff and meeting other expenses for providing portable chowkies, and other facilities required to run On Street Pay and Park scheme like electrical connection etc. The parking bays shall be kept painted by Hot Thermoplastic Paint by the licensee as shown in plan. These requirements shall be complied before taking over possession of the site.

9. The licensee at his own cost shall paint the parking area with Hot Thermoplastic Road Marking Paint as per the norms of Traffic authority frequently wherever required which includes kerb lanes etc.

10. The Licensee shall park the vehicles only in the car parking spaces which are shown in the plan.

11. That the licensee(s) at his own expenses shall provide adequate Security guards per shift at pay & park location with Identity cards and proper uniform, other than provided for parking attendants.

12. That the licensee(s) at his own expenses shall provide attendants per shift and manager for pay & park location with identity cards and mobile numbers.

13. The Licensee shall pay to the Brihanmumbai Municipal Corporation on or before 7th Day of every month a sum equivalent to 1/12 of the yearly license fee (Monthly license fee) + Taxes (TCS) quoted by the successful tenderer in their offer towards the license fee for the

license granted under the contract agreement, **The first of such payment shall be made before taking over the possessions of the site.**

14. Revenue stream for the parking contractor.

The parking contractor shall be entrusted to collect parking charges from the vehicle users of the parking lot in the form of parking fees as per tariff mentioned in Appendix –II of draft license agreement /Annexure ‘D’ of agreement form. The dates for implementation of revised rate as approved vide C.R. 1048 dt. 02.01.2015 for I st & II nd year is to be considered from 01.04.2017 to 31.03.2019. The dates for implementation of revised rate for III rd & IV th year is to be considered from 01.04.2019 to 31.03.2021. The rates for further period from 01.04.2021 will be finalized by BMC and same shall be applicable. **Same is extended till further policy decision. However as and when rate revision policy approved by corporation same will applicable with immediate effect.**

15. Bid Parameter

The participating bidder shall be required to quote in its financial bid the license fee (exclusive of all taxes) that it agrees to pay to BMC every month. The bidder quoting the highest license fee per month is likely to be declared the preferred bidder.

SECTION 8
GENERAL CONDITIONS OF
CONTRACT

General Conditions of Contract

A. General

1. Definitions

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

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, 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.

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Brihanmumbai Municipal Corporation (BMC)

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

The 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.Ch.Eng/Ch.Eng. and shall mean and include all the successors in BMC

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.

The “Engineer” shall mean the City Engineer / the Hydraulic 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 Hydraulic 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.

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

2. Interpretation

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

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

The documents forming the Contract shall be interpreted in the following documents: (1) license Agreement, (2) Letter of Acceptance, (3) Contractor's Bid Amount, (4) Special Conditions of Contract Part (5) General Conditions of Contract (6) pay & park location plan, (7) List of amenities and (8) Any other document listed in the Contract Data.(12)

3. Engineer's Decisions

3.1 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.

3.2 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.

4. 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.

5. 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.

6. Other Contractors

6.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

7. Personnel:

7.1 The Contractor shall employ for operation and maintenance of Pay & Park Lot, the key personnel including manager named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of manager only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

7.2 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.

7.3 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 within seven days and has no further connection with the Works in the Contract.

7.4 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.

8. 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.

9. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

10. Contractor's Risks

11. 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 other than the excepted risks,

referred to in clause 11.1, are the responsibility of the Contractor.

12. Insurance

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

11.1 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

11.2 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

11.3 Both parties shall comply with any conditions of the insurance policies.

11.4 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due

12 Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

13 Contractor to operate, maintain and manage pay & park lot

13.1 The Contractor shall operate, maintain and manage pay & park lot in accordance with the tender conditions and Drawings and as per instructions of the Engineer.

13.2 The Contractor shall operate, maintain and manage pay & park lot. The Contractor shall deploy man power and machinery as required in the contract.

13.3 The Contractor shall take all reasonable steps to protect the environment on and off the Pay & Park site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bylaws of the State or Central Government, or local authorities and any other

law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter- relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

14 Safety

14.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on pay & park lot. He shall use reasonable efforts to keep pay & park lot both during contract period , clear of unnecessary obstruction so as to avoid danger to the persons and the users.

14.2 Safety Programs:-

- I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.

III. Monitor day to day implementation of safety procedures.

14.3 First Aid Facilities: -

- i. At every work place the same shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof for ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on white background.
- iii. Adequate arrangements shall be made for immediate recruitment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

15. Possession of the Site

The Employer shall handover complete possession of pay & park lot to the Contractor after execution of contract agreement.

16 Instructions

The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where pay & park lot is located.

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

17. Identifying Irregularities

The Engineer shall supervise the Contractor's work and notify the Contractor of any irregularities that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to rectify irregularities.

18. The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any irregularities that are found.

19. Tax

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable and shall be paid by the bidder. The tenderer shall quote his offer excluding of GST, TCS and all other taxes applicable from time to time. It is clearly understood that BMC will not bear any additional liability towards payment of any taxes and duties.

20. Currencies

All payments, license fees, deposit, Penalties, etc. will be made in Indian Rupees.

21. Cost of Repairs

Loss or damage to pay & park lot and Materials between the Start Date and the end of the contract periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

22. Completion of Contract period

Taking Over site - The contractor shall hand over site to BMC on date of completion of contract period.

23. Termination

BMC without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the parking contractor, may terminate the Agreement under the following conditions.

- a. If the selected parking contractor fails to run pay & park lot within the time period specified in the Agreement, or within any extension thereof granted by BMC, or**
- b. If the selected parking contractor fails to deliver any or all services as stipulated in the license agreement, or**
- c. If the parking contractor, in the judgment of BMC, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.**
- d. If the parking contractor is found to be in violation of terms and conditions of the license agreement.**

24. Recovery upon Termination

If the Contract is terminated because of a fundamental breach of Contract & default in paying monthly license fee then the security deposit (3 months license fees) of the contractor will be forfeited

25. Property

All Materials, amenities, Equipment in PAY & PARK LOT shall be deemed to be the property of the Employer.

F. Other Conditions of Contract

26. Labour

26.2 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

26.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour/staff from time to time employed by the

Contractor on the PAY & PARK LOT and such other information as the Engineer may require.

27. Compliance with Labour Regulations

- a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- d) The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

28. The Apprentices Act, 1961

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

29. Contract Document

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

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document

- 6) Pay & Park Lot Plan
- 7) Standard General Conditions of Contracts
- 8) All correspondence documents between bidder/contractor and BMC.

30. Conflict of Interest

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

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

31. Application and costs thereof

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

32. Acknowledgment by Applicant

It shall be deemed that by submitting the application. The applicant has

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof
“The Authority” shall not be liable for any omission, mistake or error in respect of any of

the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

33. Right to accept or reject any or all Application/Bids

Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or reject any application and to annul the Bidding Process and reject all applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

“The Authority” reserves the right to reject any applications/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the applicant does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the Pay & Park Lot.

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

34. The bid shall be rejected if the bidder-

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

35. Clarifications

Applicant requiring any clarification on the tender may notify “the Authority” in writing or by fax or e-mail. They should send in their queries before the date specified in the header data.

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

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

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

36.Amendment of tender

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

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

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

Preparation and Submission of Application

37.Language

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

38.Format and signing of application

The applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete and /or conditional applications shall be liable to rejection.

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

except where original documents are demanded.

39. Marking of application

The applicant shall submit the application in the format specified at Appendix-I, together with the documents, upload in folder as “VENDOR” together with their respective enclosures applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

40. Late Applications

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

41. Confidentiality

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

42. Clarification Of Financial Bids

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

43. Inspection of site and sufficiency of tender:

- 1) The Contractor shall inspect and examine the PAY & PARK LOT site and its surrounding and shall satisfy himself before submitting his tender, the nos of car parking spaces and nature of the work and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.

2) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and Bid amount and monthly license fees except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper operation and maintenance of the pay & park lot. No extra charges consequent on any misunderstanding.

3) Contractor's office near works:

The Contractor shall have an office in Mumbai the works at which notice from the Commissioner or the Engineer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities for e- governance.

44.Official Secrecy:

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

45.Subsequent Legislation:

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

46.Patent, Right and Royalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay

or other materials required for the works or any of them.

47. Payments, Tax and Claims:

- **The limit for unforeseen claims**

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

48. Settlement of Disputes:

- **Termination of contract for death**

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

- **Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding

upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

49. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- i) In case of a contract price and/or contract value is less than Rs-5,00,00,000 (Rs. Five Crore only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act 1996(amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be within the limits of Brihan Mumbai. The language of the arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Central for International Arbitration (approved by Govt. of Maharashtra under G.R. no ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force (“MCIA Rules”)

- ii) In case of contract where contract price and/or contract value is Rs. 5,00,00,000/-(Rupees Five Crore Only) or more ,any dispute arising out of or in connection with such a contract,including any question regarding its existence, validity or termination ,shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration(approved by Govt. of Maharashtra under G.R. no. ARB/Case No. 1,/2017/D-19 dtd. 28.02.2017)as per Arbitration Rules of the Mumbai centre for International Arbitration then in force (“MCIA Rules”). The arbitral tribunal shall consist of sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

50. Copyright:

The copyright of all drawings and other documents provided by the Contractor under the

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

51. Proprietary data

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

52. Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any Pay & Park Lot.

53. Banning/De-Registration of Agencies of Construction works in BMC

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

54. Prevention of Fire :

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

55. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of BMC property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from BMC to

contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

56. In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for his information.

57. Safety and medical help :

- (i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by BMC, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of BMC from any amount due or that may become due to the Contractor.
- (ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
- (iii) The workers shall be required to use the safety equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by those concerned.
- (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

58. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Contractor shall see that mosquito genic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of BMC from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay BMC on anti- malaria measures to control the situation in addition to fine.

SECTION 09
FRAUD AND CORRUPT
PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Application 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 herein above, 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 anytime has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(B) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

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

For the purposes of this Sub-Clause:

- i. **“corrupt practice”** is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. **“another party”** refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.
- iii. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

vii. acts intended to materially impede the exercise of the Finance inspection and audit rights provided .

viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

ix. ”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

x. a “party” refers to a participant in the procurement process or contract execution.

SECTION 10
PRE BID MEETING

PREBID MEETING

There is no pre bid meeting will be held for this tender being routine tender work.

SECTION –11
LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onward until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same Bank, within the Mumbai City Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the Bank with Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/ supplier furnishing the Bankers Guarantee.

List of the Approved Banks	
<p>(A) S.B.I. and its subsidiary Banks:</p> <p>(1) State Bank of India</p> <p>(B) Nationalised Banks:</p> <p>(9) Allahabad Bank</p> <p>(10) Andhra Bank</p> <p>(11) Bank of Baroda</p> <p>(12) Bank of India</p> <p>(13) Bank of Maharashtra</p> <p>(14) Canara Bank</p> <p>(15) Central Bank of India</p> <p>(16) Corporation Bank</p> <p>(17) Dena Bank Indian</p> <p>(18) Indian Bank</p> <p>(19) Overseas Bank</p> <p>(20) Oriental Bank of Commerce</p>	<p>(C) Scheduled Commercial Banks:</p> <p>(28) Bank of Madura Ltd.</p> <p>(29) Bank of Rajasthan Ltd.</p> <p>(30) Banaras State Bank Ltd.</p> <p>(31) Bharat Overseas Bank Ltd.</p> <p>(32) Catholic Syrian Bank Ltd.</p> <p>(33) City Union Bank Ltd.</p> <p>(34) Development Credit Bank</p> <p>(35) Dhanalakshmi Bank Ltd.</p> <p>(36) Federal Bank Ltd.</p> <p>(37) Indus Ind. Bank Ltd.</p> <p>(38) I.C.I.C.I. Banking Corporation Ltd.</p> <p>(39) Jammu and Kashmir Bank Ltd.</p> <p>(40) Karnataka Bank Ltd.</p> <p>(41) Karur Vysya Bank Ltd.</p> <p>(42) H.D.F.C. Bank Ltd.</p>

(21) Punjab National Bank	(43) Axis Bank Ltd.
(22) Punjab & Sind Bank	(44) Lakshmi Vilas Bank Ltd.
(23) Syndicate Bank	(45) Nadungadi Bank Ltd.
(24) Union Bank of India	(46) Ratnakar Bank Ltd.
(25) United Bank of India	(47) South Indian Bank Ltd.
(26) UCO Bank	(48) S.B.I. Commercial & Int. Bank Ltd.
(27) Vijaya Bank	(49) Tamilnadu Mercantile Bank Ltd.
	(50) Vysya Bank Ltd.
	(51) Kotak Mahindra Bank Ltd.

(D) Scheduled Urban Co-op. Banks:

- (52) Abhyudaya Co.op.Bank Ltd.
- (53) Bassein Catholic Co.op. Bank Ltd.
- (54) Bharat Co.op. Bank Ltd.
- (55) Bombay Mercantile Co.op. Bank Ltd.
- (56) Cosmos Co.op. Bank Ltd.
- (57) Greater Mumbai Co.op. Bank Ltd.
- (58) Maharashtra State Co.op. Bank Ltd.
- (59) Mumbai Dist.Central Co.op. Bank Ltd.
- (60) Janata Sahakari Bank Ltd.
- (61) New India Co.op. Bank Ltd.
- (62) North Canara G.S.B.Co.op. Bank Ltd.
- (63) Rupee Co.op. Bank Ltd.
- (64) Sangli Urban Co.op. Bank Ltd.
- (65) Saraswati Co.op. Bank Ltd.
- (66) Shamrao Vithal Co.op. Bank Ltd.
- (67) Citizen Bank Ltd.
- (68) Mahanagar Co-op. Bank Ltd.
- (69) Punjab & Maharashtra Co-op Bank Ltd
- (70) The Thane Janata Sahakari Bank Ltd.
- (71) Jankalyan Sahakari Bank Ltd.

(E) Foreign Banks:

- (72) American Express Bank Ltd.
 - (73) ANZ Grindlays Bank
 - (74) Bank of America N.T. & SA.
 - (75) Bank of Tokyo Ltd.
 - (76) Bank Indosuez
 - (77) Banque Nationale de Paris
 - (78) Barclays Bank
 - (79) City Bank N.A.
 - (80) Hongkong & Shanghai Banking Corpn.
 - (81) Mitsui Taiyokbe Bank Ltd.
 - (82) Standard Chartered Bank Ltd.
 - (83) Cho Hung Bank
 - (84) Royal Bank of Scotland
- (F) Other Public Sector Banks:**
- (85) I.D.B.I. Bank Limited

In addition to the list of banks provided above for bank guarantee, following banks in the list of RBI (Reserve Bank of India) will also be allowed. RBI's list of the banks can be downloaded from www.rbi.org.in . From this list of RBI bank under following heads with their branches in greater Mumbai and in Suburbs and extended suburbs upto Virar and Kalyan have been approved for Bank Guarantee:-

SBI and Associates, Nationalised Banks, Other Public Sector Banks, Private Sector Bank, Foreign Banks and Urban Co Operative Banks.

SECTION –12
DRAFT LICENSE
AGREEMENT

DRAFT LICENSE AGREEMENT

License to Run the Pay & Park scheme at in Ward THIS AGREEMENT made this ____ day of _____ 2022 between BMC, having its registered office at, Mahanagarpalika Marg, Mumbai-400001.

And

- A. _____ represented by _____ hereinafter called the "Operator" or the "Parking Operator"(which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative successors and assigns of the Operator) of the other part.
- B. WHEREAS BMC is absolutely possessed of Pay & Park Lot at _____ in ward. so as to provide parking facilities to the visitors and is in possession of space, more fully described in the Appendix-IA & IB here under and in the plan annexed in thereto, hereinafter referred to as the premises.
- C. WHEREAS the Operator is desirous to run the Pay & Park scheme at _____ in ward on the terms & conditions mentioned here under;

AND WHEREAS BMC is agreeable to grant the license; NOW, THEREFORE, this indenture witnessed :

1. That the license for the said facility shall be valid for a period of 2 (two) years from _____ to _____ unless terminated earlier on account of following :
 - a. By giving 30 days notice in writing for default on the part of parking operator as stipulated in Bid documents or in the event of force majeure.
2. By BMC on a short notice on account of un-satisfactory performance of the Operator for reasons more fully described in the in the bid document or due to appointment of public parking lot contractor by BMC within 500 meter radius.
3. That in consideration, Operator shall pay three months quoted monthly license fees + Taxes (TCS,etc.) in advance before handing over Pay & Park site .Thereafter before seventh of every month, the license fee+ Taxes (TCS,etc.) of the next month period is to be paid in advance failing to which same shall be adjusted from security deposit. And bidder shall reinstate Security deposit within 15 days from date of adjustment in security deposit, failing to which whole security deposit will be forfeited and action as prescribed in clause i.e 1.7 of Bid Documents shall be taken.

4. Parking operator shall pay enhanced Quoted monthly license fees +all Taxes (TCS,etc.) which shall increase/decrease proportionately when parking rates are increased in subsequent years.

5. That the Operator shall pay all out goings and other taxes as applicable.

6. That the Operator shall make payment of License Fee and other amounts in cash or by demand draft in favor of Commissioner, BMC, payable at Mumbai.

7. In the event of the Operator committing any breach of the terms & conditions of the license agreement, BMC, without prejudice to other rights and remedies available to it, shall be entitled to forfeit the Security deposit or any part thereof. In such an event the Operator shall pay such additional sum within 14 (Fourteen) days from the date it receives such intimation, in order that the Security deposit shall at all times during the subsistence of the Agreement, be for the same amount. On the expiration of the contract, BMC shall return the Security deposit or part thereof after 90 days on handing over PAY & PARK LOT in good working condition which has not been forfeited as aforesaid, to the Operator, without interest subject to recoveries, if any, to be made by BMC from the Operator.

8. That the Operator shall equip itself with all necessary permits, licenses and such other permits as may be required under the law in force at any time with regard to the operation of the Public Parking Lot.

9. The Operator shall provide and install required direction boards and signage within the Pay & park scheme and also provide road markings for ease of movement of vehicles as well as for ease in parking of vehicles. The scheme for direction boards and signage as well as for road markings shall be got approved from BMC.

10. At all times during the subsistence of the Agreement, it shall be the responsibility of the Operator to purchase and maintain or cause to be purchased and maintained at its own expense insurance policies, as are customarily and ordinarily available in India on commercially reasonable terms as reasonably required to be maintained to insure the following components within the PAY & PARK LOT.

- i. Components which have been handed over to him for operation and maintenance by BMC.
- ii. Components which have been installed by the Operator himself.
- iii. Any claim for workman's compensation or otherwise of all persons employed by him in connection with carrying out his business.
- iv. Third Party Insurance to cover the users of the PAY & PARK LOT as well as their vehicles in the Public Parking Lot against accident, damage and theft.

11. The Operator shall produce for inspection on demand by BMC all policies in respect thereof and the receipts of the premium paid by the Operator to the Service Provider (Insurance Company) to verify whether the policy is in force and effect.
12. It may be clarified that BMC shall not be responsible for any loss or damage caused to the Operator on any account whatsoever for the above said components. The Operator shall indemnify BMC on all such accounts.
13. The Operator shall use the premises only for such purposes as indicated in Appendix-IA to this Agreement and for no other purpose whatsoever.
14. The Operator shall not erect or display any advertisement or signboards except as required for efficient management of Pay & Park scheme. Any violation by the Operator in this respect is liable to termination of the License Agreement.
15. In the event of any default, failure, negligence or breach, in the opinion of BMC on the part of the Operator in complying with all or any of the conditions of the License Agreement, BMC shall be entitled and be at liberty to terminate the license forthwith and resume possession of the space allotted for Pay & Park scheme without payment of any compensation or damages and also forfeit in full or in part Security amount deposited by the Operator as may be determined by BMC for the lack of performance of Agreement by the Operator.
16. The Operator shall be entitled to collect parking charges not beyond the figures indicated in Appendix-II of this Agreement.
17. BMC and the Operator further agree that they are bound by the 'General Terms and Conditions' as set forth hereunder:

GENERAL TERMS AND CONDITIONS

BMC hereby covenants with the Parking Operator as follows:

The Parking Operator paying the License Fee and performing the covenants herein contained and on its part to be performed shall peacefully possess and enjoy the scheduled space within the Pay & Park Scheme premises during the license period.

A. PAYMENTS & CONSIDERATION

- i. That the Parking Operator shall pay to BMC an amount of monthly license fee + all Taxes as quoted by it and as accepted by BMC. Such amount shall be paid in advance as described in clause 3 and 4 of this agreement to BMC through Demand draft or in cash.
- ii. In case of default or delay in payment of License fee + Taxes(TCS,etc.) following penalties shall be applicable
 - (a) For default upto a period of 30 days: The Operator shall be liable to pay to BMC interest @ 1.50 Percent Per Month on the outstanding amount for the period such amount remains outstanding.
 - (b) For default beyond 30 days upto a period of 60 days: The Operator shall be liable to pay to BMC interest @2.00 Percent Per Month on the outstanding amount for the period such amount remains outstanding.

- (c) Any default beyond 60 days: The License Agreement is liable to termination. and pending license fees will be adjusted from security deposit.
- iii. That the Parking Operator shall pay all, out goings and other taxes, cess as applicable on the Parking Operator under Indian Law.

B. **OBLIGATIONS OF THE PARKING OPERATOR**

- i. That, the Parking Operator shall take possession, occupy and use the premises for the purpose of parking of vehicles of commuters and visitors only. In no case shall the Operator carry out either at its own level or through any other agency any commercial activity in the Pay & Parking Lot.
- ii. Pay & Parking Lot **for Vinay K Shah & Goenka Marg in 'A' Ward,** will be available to the Operator for a period of 2 Years.
- iii. After entering into the License Agreement, the Parking Operator shall, at its own cost, maintain and operate Pay & Park Lot.
- iv. The Licensee(s) shall issue to customer parking tickets (with the help of Hand Held Pay & Park Electronic Device) with Sr. No, counter foiles showing location of pay & park scheme, ward, name of the authorized pay & park contractor date, vehicle No., vehicle type, Time In and Out and notice indicating that vehicles are park at owners risk on reverse side on parking tickets. The Hand Held Pay & Park Electronic Device Shall generate the bill amount of parking automatically. The licensee shall issue tickets (Payment slip) to vehicle owners mentioning parking charges. On reverse side it shall be mention that vehicles are parked at owners risk.
- v. Licensee shall deposit amount equivalent to cost of particular electronic device when directed to B.M.C. whenever web based parking system is implemented. Also a contractor shall make arrangements to accept the payment from vehicle owners in electronic mode
- vi. The Operator shall provide and install required direction boards and signages within the Pay & Park Lot and also provide road markings for ease of movement of vehicles as well as for ease in parking of vehicles.
- vii. That Parking Operator shall operate the Parking Facility by charging the fee from users at rates as provided in this Agreement (Appendix-II). Parking Operator shall exhibit the said approved charges at a conspicuous place inside the licensed premises. In case the Operator is found charging higher than prescribed fee or is reported misbehaving with the commuters or the employees of BMC, the License Agreement shall be liable for termination.

- viii. That the Parking Operator would ensure that the PAY & PARK LOT are operational for 24 hours in all days including Saturdays, Sundays and holidays during entire contract period.
- ix. That the Parking Operator shall not be entitled to allow any other person to occupy the premises.
- x. Perform all activities related to day to day cleaning of the Public Parking Lot including sanitary blocks.
- xi. Deploy suitable number of personnel at its cost for operation of Public Parking Lot.
- xii. Hand over the Pay & Park Lot to BMC with all the equipment / implements in functional order within 48 hours of expiry of the License Agreement or earlier termination as the case may be.

C. **COMPLIANCE**

- i. That the Parking Operator shall abide by all rules & regulations, bye-laws and guidelines that BMC may, from time to time, make or adopt or amend for the care, protection and administration of the PAY & PARK LOT.
- ii. The Parking Operator and its employees and agents shall be bound to comply with instructions issued by BMC from time to time.
- iii. That the Parking Operator shall equip itself with all necessary permits, license and such other permissions as may be required under the law in force at any time with regard to the operation of the PAY & PARK LOT.
- iv. The Operator shall be responsible to comply with the provisions of the Motor Vehicle Act, 1988 and any other law or rule in force relating to custody and parking of vehicles.
- v. The License period of Two Years shall commence from the date of taking over of possession the said parking lot by the parking operator from BMC.

D. **OPERATIONS**

The Operator should ensure -

- i. Minimum number of signage boards in the PAY & PARK LOT at both entrance and exit and other locations as directed by Engineer in charge.

- ii. The Parking rates should be visible both while entering and leaving. It should be ensured that these boards are placed in well illuminated locations for clear visibility.
- iii. The information related to the scheduled rates should be in the middle of the tickets and not at the sides or corners to avoid it getting mutilated.
- iv. The Operator shall provide at its own expense such implements as are necessary for issue of tickets as well as for the safe and efficient discharge of all obligations under this License Agreement.
- v. Cars belonging to staff of BMC inspecting the Public Parking Lot shall be exempted from the levy of Parking charges.
- vi. The Operator will ensure the vehicles are parked properly in their respective lanes so as to facilitate smooth movement of traffic.
- vii. Operator shall be required to print on the ticket and display on a board the following:

"BMC has licensed the premises for parking of the vehicles. Users are advised that their transaction is with the Operator and not with BMC and BMC is not responsible for the loss and damage to the vehicle parked at this Complex. The vehicles of which delivery is not taken within three days shall be handed over to the local Police Station".
- viii. The Operator shall be directly responsible for all claims, which may be preferred by an Owner of a vehicle against the Operator on account of any loss or damage to his Vehicles. BMC shall remain indemnified against any such claim.

E. **CONTROL AND SUPERVISION**

- i. That the overall control and superintendence of the said licensed premises shall remain vested with Engineer in Charge i.e Executive Engineer 'A' Ward, BMC who shall at all times have the absolute right of entry into the said premises and be entitled to inspect the said licensed premises about its bonafide use, about its state of maintenance and compliance with the terms and conditions of this Agreement.
- ii. The Parking Operator shall maintain a complaint book at a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection

by any authorized officers of BMC. The parking Operator shall expeditiously inquire into and remedy such complaints. BMC officers shall be entitled to inspect the complaint book and the Operator shall arrange access to such book to BMC officials without any hindrance.

F. ADDITION AND ALTERATIONS

- i. That the Parking Operator shall not be entitled to make any addition or alteration to the licensed premises but shall be entitled to place temporary removable necessary furniture/ site office which it shall remove at its own cost at the expiry of the period herein before mentioned or its earlier revocation and shall repair all damages, if any, caused to the property by and due to it or its employees or agents.
- ii. The design of site office and other removable furniture shall be as approved by BMC.

G. MAINTENANCE

- i. That the Parking Operator will keep and maintain the license premises including public facilities within the PAY & PARK LOT in a clean, hygienic, proper and decent condition and shall not allow the premises to be in a poor state of affair and outlook during the subsistence of this Agreement.
- ii. If the premises along with public facilities are not maintained in reasonably clean condition by the Parking Operator, BMC reserves the right to get the premises cleaned at the risk & cost of the Parking Operator. The Parking Operator shall pay the penalty as prescribed in bid documents. BMC may take other actions including termination of the License Agreement. The decision of BMC in this respect shall be final and binding on the Operator.
- iii. In the event of any damage being caused to the pay & park intentionally or otherwise, by the Parking Operator, or his employees or users, the Parking Operator shall repair such damage within a reasonable time as determined by BMC. In case of default on his part in this respect, BMC may take suitable actions including termination of the License Agreement. The decision of BMC in this respect shall be final and binding on the Operator.
- iv. The Parking Operator shall not allow storing or bringing in or unloading or keeping in the premises heavy articles so as to damage the premises or goods of combustible or inflammable nature or any other prohibited material.

H. **EMPLOYEES**

- i. The Operator must appoint reliable, efficient and honest staff in adequate number and only who are able to control the traffic BMC shall be at liberty to forbid the employment of any person whom it may consider undesirable. They should wear clean uniform while on duty at the PAY & PARK LOT with their Name clearly mentioned on their Shirt. Uniforms must be provided by the Operator at its own cost. The staff must carry a valid Identity Card provided to it by the Operator clearly bearing his name along with his photograph.
- ii. The Parking Operator would ensure that employees, officers and staff engaged by it shall observe highest standards of courtesy, manners and professionalism while dealing with the visitors and customers.
- iii. The Parking Operator does hereby agree to immediately remove any employee from the licensed premises if such employee misbehaves, causes nuisance or is considered to be undesirable by the BMC or its representative.

I. **COMPENSATION OR CONCESSION**

- i. In the case of breach of the terms of this license, BMC reserves the right at its discretion to recover compensation from the Parking Operator. The decision of BMC in this respect will be final and binding on the Parking Operator.

J. **DURATION, TERMINATION AND RENEWAL**

- i. That the duration of the License shall be a period of 2(Two) Years from the date signing of License Agreement or till the issue of work order to public parking lot contractor within 500 Mts. radius of on street parking whichever is earlier.
- ii. The Parking Operator shall not terminate the license before the expiry of the period of the license. Parking Operator shall be liable to pay to BMC (without any demur or question) such amount of money as due to BMC as per terms and conditions of this License Agreement for the use of PAY & PARK LOT. It may be clarified that this license can be terminated by BMC by giving 30 days notice in writing without assigning any reason thereof, at any time.
- iii. That notwithstanding anything elsewhere contained herein, it is hereby expressly agreed by and between the parties that the BMC will be entitled automatically to terminate this Agreement on the occurrence of any of the following events :
 - The Parking Operator is in breach of its responsibilities and obligations under this Agreement and has not rectified them having been given 30 days written notice by the BMC or

- If the Parking Operator has a winding up or administration order made in relation to it, or
 - If the Parking Operator enters into a composition with its creditors pursuant to liquidation proceedings or in the event that the Parking Operator enters into an arrangement with its creditors for repayment of debt; or
 - If the Parking Operator suffers a change of control whereby a third party either directly or indirectly, jointly or on its own, comes in control of 51% or more of the Parking Operators equity or management control.
 - If the BMC reputation is damaged through dealings with the third Parties.
- iv. In the event of termination of License as provided here in above, BMC shall always be entitled to and shall have power, at its absolute discretion to re-occupy forthwith the said premises without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof.
- v. On account of any breach on part of the Parking Operator, the Parking Operator shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by BMC. Further, Parking Operator shall remove its goods and other materials from the premises immediately, failing which BMC reserves its right to remove such goods/materials at the cost & risk of the Parking Operator and demand payment for such removal. If such payment is not made within 10 (Ten) days, BMC shall be at liberty to dispose off the goods/materials of the Operator by public auction to recover the cost. The Parking Operator shall not be entitled to raise any objection in such an eventuality.
- vi. In the event of any default, failure, negligence or breach, in the opinion of BMC on the Part of the Parking Operator in complying with all or any of the conditions of the License Agreement, BMC will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the Security Deposit.
- vii. That the licensee will not be granted reduction in monthly license fees on account of non payment of parking charges by local residents / Govt. organizations. However the request for the reduction in license fee due to closure of Pay & Park lots for valid reasons may be considered for the closure period more than seven days on submission of application along with valid documentary evidence/s from the authority to Engineer in Incharge i.e Concerned Ward Executive Engineer.. Joint site visit report duly verified by concerned Ex. Engineer in charge, photographs, closure of site reasons verified by concerned Ex. Engineer within 7 (Seven) days from closure of

such Pay & Park Lot. Application for reduction submitted without said inspection report of concerned Ex. Engineer after 7 (Seven) days will not be considered for the proposal of reduction in License Fee.

- viii. Bidder shall note that he will not be entitle for any claim/ compensation if any parking lots are permanently closed for any reason in future during contract period.
- ix. Bidder will not be entitled for any claim / compensation if any on street pay & park lots are permanently closed due to operation of public parking lot within 500 meter radius in future during contract period. Period of contract for this work will be 24 months or till the appointment of new agency by BMC for operating public parking lot within 500 meter radius whichever is earlier

K. INDEMNITY

- i. That the Parking Operator hereby agrees to indemnify the BMC and hold it harmless from all claims, demands, damages, actions, costs and charges to which the BMC may become subject to or which it may have to pay or be held liable thereof, by reason of any injury to persons, reputation or property suffered or sustained by any third party or an agent or employee of the BMC or arising out of any activity or negligence or omission of the Parking Operator or its agents or employees while in or about the licensed premises or other premises of the BMC.
- ii. The Parking Operator undertakes to indemnify BMC against any loss, claim, costs, damages to, or diminution of, its business and goodwill, or any third party claim or proceedings brought against BMC as a result, direct or indirect, of any prejudicial business practices of the Parking Operator or any misrepresentation of its relationship with BMC. This indemnity shall be without prejudice to any other rights and remedies, which BMC may have under the law.

L. REGISTRATION AND PERMISSIONS

The Parking Operator shall obtain necessary registrations with appropriate authorities (local authorities) and shall obtain all permissions and licenses, as may be required under the applicable laws and shall be solely liable for all violations and contraventions respecting its business and BMC shall in no way be responsible for the non-compliance of any of the Laws respecting the business of the Parking Operator

M. RATES AND TAXES

The Operator shall pay all rates, taxes whatever payable or hereafter become payable to the concerned authorities in respect of the said PAY & PARK LOT.

N. CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970

- i. The Operator shall adhere to the provisions of the Contract Labour (regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, modified from time to time, wherever applicable and shall also indemnify BMC from and against any claims under the aforesaid Act and the Rules.
- ii. The Operator shall pay to labour employed by him directly or through sub-operators the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Operator, shall notwithstanding the provisions of the license to the contrary, cause to be paid the wages to labour indirectly engaged on the license including any engaged by his sub-operators in connection with the said license, as if the labour had been immediately employed by him.
- iii. In respect of all labour employed for performance of the Operator's part of the license, the Operator shall comply with or cause to be complied with the provision of the aforesaid Act and the Rules wherever applicable.

In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the BMC is obliged to pay any amount of wages to workman employed by the Operator or his sub-operator in execution of the license or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Operator due to the Operator's failure to fulfill its statutory obligations under the aforesaid Act or the Rules, BMC will recover from the Operator, the amount of wages so paid or the amount of expenditure so incurred, without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, BMC shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit. BMC shall not be bound to contest any claim made against it under Sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Operator and upon his giving to BMC full security for all costs for which BMC might become liable in contesting such claim. The decision of BMC regarding the amount actually recoverable from the Operator as stated above, shall be final and binding on the Operator.

O. WAGES TO LABOUR

The Operator shall comply with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under) in respect of any employees employed or engaged by it for carrying out the commercial license.

P. LIMITATION OF LIABILITY

- i. The BMC shall in no way be liable for any losses or claims arising out of untoward incidents like theft, fire, riots, floods, natural calamities etc.
- ii. In case the Parking Operator suffers any loss on account of it being unable to carry on its business or its restrained by the BMC for contravention of any of the terms and conditions of this License, subject to which this license is granted, the Parking Operator shall have no claims on BMC. The provision under sub-clause (i) of Compensation or Concession shall however prevail.

Q. PARTIES TO THE AGREEMENT AND THIRD PARTIES

This Agreement is between BMC and the Parking Operator. Any third party shall have no right or benefit under this Agreement.

S. SETTLEMENT OF DISPUTES

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

T. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- ii) In case of a contract price and/or contract value is less than Rs-5,00,00,000 (Rs. Five Crore only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act 1996(amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal.The decision of the arbitral tribunal shall be writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be within the limits of Brihan Mumbai. The language of the arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Central for International Arbitration (approved by Govt. of Maharashtra under G.R. no ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force (“MCIA Rules”)

- ii) In case of contract where contract price and/or contract value is Rs. 5,00,00,000/-(Rupees Five Crore Only) or more ,any dispute arising out of or in connection with such a contract,including any question regarding its existence, validity or termination ,shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration(approved by Govt. of Maharashtra under G.R. no. ARB/Case No. 1,2017/D-19 dtd. 28.02.2017)as per Arbitration Rules of the Mumbai centre for International Arbitration then in force (“MCIA Rules”). The arbitral tribunal shall consist of sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English. In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

U.FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement if failure to comply with the requirements of this Agreement is due to circumstances beyond the control of BMC or the Parking Operator. However, rebate in the license fee due to natural calamities may be granted as per the merit of the case.

V. WAIVER

- i. There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party.
- ii. No omission or delay on the part of any party thereto in exercising any right, power or privilege here under shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. This rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

W.NOTICES

Any notice which is required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out above or such other address as the

recipient may be designate by notice. Notices may be delivered by pre-paid post, email or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if by facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

X.TRANSFERABILITY, ASSIGNMENT AND SUB-CONTRACTING

- i. The Parking Operator does not have the right to transfer the benefit of this Agreement or to delegate any obligations to a third party without the prior written consent of BMC.
- ii. The Parking Operator shall not, unless with the written consent of BMC, create a sub-contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

SAFETY, HEALTH AND FIRE PREVENTION

A. STANDARD SAFETY CLAUSES

- i. Battery operated emergency light shall be provided in parking bays.
- ii. Storing of liquid fuel of any type including goods of combustible or inflammable nature or any other hazardous material is strictly prohibited.
- iii. All other provisions made elsewhere in this Agreement.

B. STANDARD HEALTH CLAUSES

- i. The Licensed premises, structures and installations thereon shall be kept in clean and sanitary condition by the Parking Operator to the satisfaction of the BMC or of any Officer nominated by him in this behalf.
- ii. The Officer authorized by BMC may, without notice enter the premises any time and inspect the premises, materials, instruments and implements etc. Used by the Parking Operator.
- iii. The Parking Operator, his agent and employees shall be without consent of the Officer nominated by BMC interfere with, damage, destroy things placed in, under or upon any land or building by or under the orders of such Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- iv. In the event of any default, failure, negligence or breach in the opinion of BMC on the part of the Parking Operator in complying with either of these conditions specified in foregoing sub-clauses (i) to (v), BMC will be entitled and be liberty to determine the License forthwith and resume possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Parking Operator for the due performance of the License.
- v) Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Parking operator shall see that mosquito genic conditions are created so as to keep vector population to minimum level. Parking operator shall carry out anti-malaria measures in the area as per the

guidelines issued by the Executive Health Officer of BMC from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay BMC on anti-malaria measures to control the situation in addition to fine

C. FIRE PREVENTION CLAUSES

- i. The Parking Operator hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.
- ii. The Parking Operator hereby undertakes not to obstruct the location of fire hydrants, and other operating points of any fire protection system.
- iii. Appropriate housekeeping measures should be undertaken at all the times to keep the premises and in and around the premises leased out neat, clean and free from any garbage and disposal materials.
- iv. Shall provide necessary assistance in emergency situation (such as fire) for evacuating the personal and other items as may be directed by BMC.

IN WITNESS WHEREOF the Parties have executed and delivered this License Agreement by their duly authorized representative on the date first above written:

<p>SIGNED ON BEHALF OF BMC</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>DMC Zone I</p>	<p>SIGNED, SEALED AND DELIVERED ON BEHALF OF</p> <p>.....</p> <p>By the hand of its authorized representative</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>_____ (Designation)</p>
--	---

In the Presence of

Witnesses:

- (i)
- (ii)

Date:

Place:

SECTION –13

APPENDIX

APPENDIX 1A

DETAILS OF THE PAY & PARK LOT

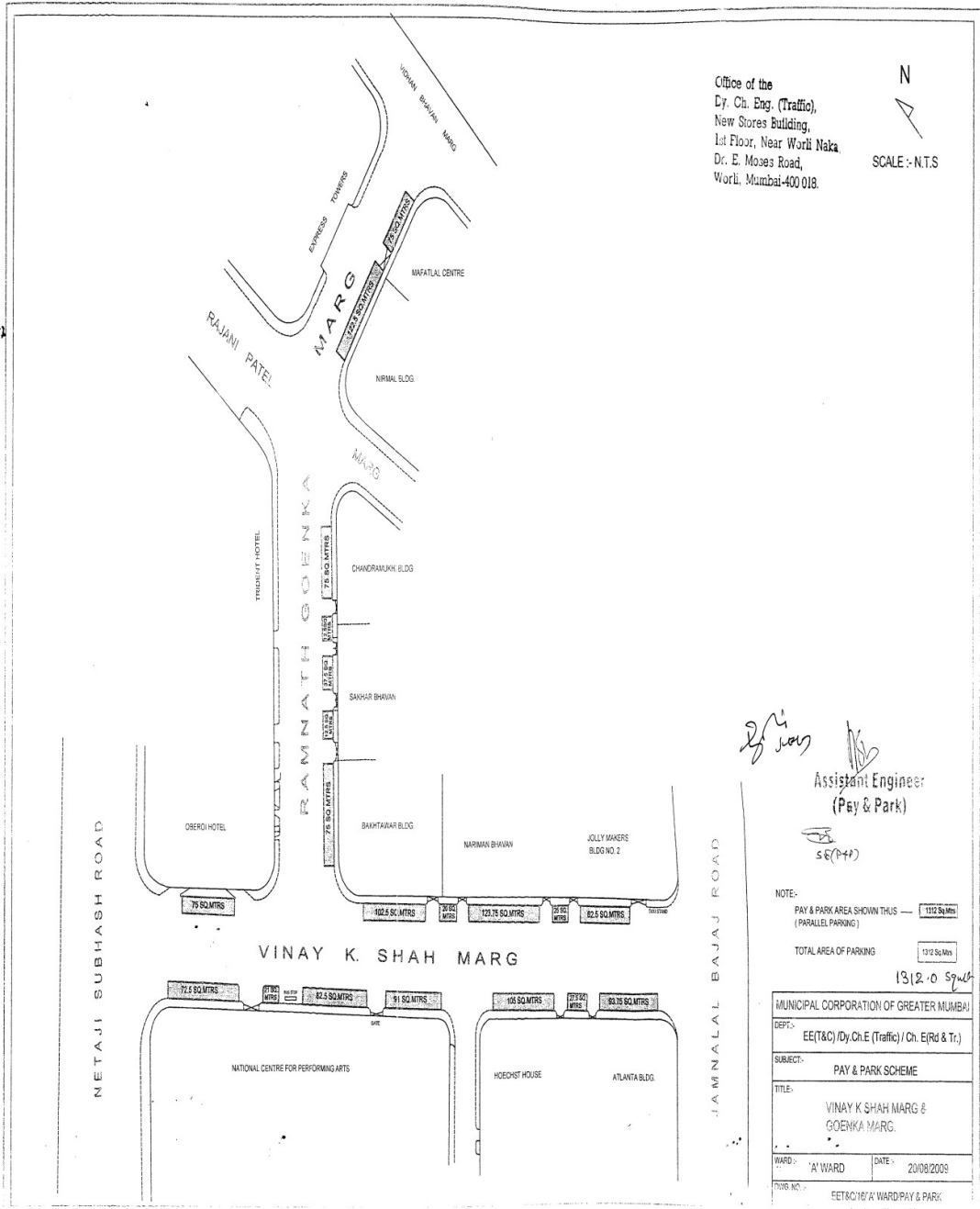
SALIENT FEATURES

SR.NO	Description			
Sr. No.	Location Name of site	Ward	Category	Total number of parking spaces
1	On street Pay & Park for <u>Vinay K Shah & Goenka</u> <u>Marg in 'A' Ward</u>	A	A	LMV: 98 nos. Two Wheeler: 44 nos.
2	Provision for differentially able persons -3% car parking spaces earmarked near entrance			

APPENDIX 1B

Location Plans & Details of Pay & Park Lot for Vinay K Shah & Goenka Marg in 'A' Ward.

103



Pay & Park Charges, Category – A

APPENDIX II

अ वर्गातील वार्षिक प्रती वाहन जागा रु. १००००/- पेक्षा जास्त परवाना शुल्कावर आधारित सशुल्क वाहनतळ दरसूची

परिशिष्ट-३

अ.क्र.	३ व ४ चाकी वाहनांकरिता				दुचाकीकरिता				ट्रॅककरिता				ऑटो / टॅक्सीकरिता				सार्वजनिक वाहतूक बसकरिता											
१	१ तास	१ तास	३ तास	६ तास	१२ तास	१ तास	१ तास	३ तास	६ तास	१२ तास	१ तास	१ तास	३ तास	६ तास	१२ तास	१ तास	१ तास	३ तास	६ तास	१२ तास								
२	पर्यंत	३	६	१२	नंतर	पर्यंत	३	६	१२	नंतर	पर्यंत	३	६	१२	नंतर	पर्यंत	३	६	१२	नंतर								
३	१५	२०	३०	५५	६५	२	१०	१५	२०	२५	२५	४५	७५	१४५	१८०	१५	२०	३०	५५	६५	२५	४५	७५	१४५	१८०			
४	सुधारित क वर्गाकरिता प्रस्तावित (मंजूर) दर (१ ल्या व २-या वर्गाकरिता)				२०	२५	३५	६०	१००	५	१५	२०	२५	३०	३०	५०	७०	१५०	१८५									
५	अ वर्गाकरिता सुधारित परिगणन प्रस्तावित दर (१ ल्या व २-या वर्गाकरिता) (३ X वरील (३) चे बरे) व ऑटो/टॅक्सीकरिता ५०% व बसेसकरिता ३०% सवलतीचे दर				६०	७५	१०५	१८०	२००	१५	४५	६०	७५	९०	९०	१५०	२४०	४५०	३०	४५	६०	१०५	६५	१०५	१००	२०५	३१०	
६	मासिक पास दर सकाळी ८.०० ते रात्री ८.०० पर्यंत (१२ तासांचे दर X २२ दिवस)				३९८०				१८५०				१९००				१९८०				६९२०							
७	मासिक पास दर रात्री ८.०० ते सकाळी ८.०० पर्यंत (१/२ X वरील (५) चे दर)				१९८०				८२५				४९५०				९९०				३४६५							
८	रविवार, सार्वजनिक सुट्टी तसेच सार्वजनिक वाहनतळानवळील रस्त्यावरील वाहनतळाचे दर (१/२ X वरील (४) चे दर)				३०	४०	५५	९०	१०५	१०	२५	३०	४०	४५	५५	१२०	२२५	२८०	३०	४०	५५	९०	१०५	३५	५५	८५	१६०	१९५
९	सार्वजनिक वाहनतळाच्या ०.५ कि.मी. त्रिज्येमधील रस्त्यावरील वाहनतळांचे दर (वरील ७ चा चार पट)				१२०	१६०	२२०	३६०	४२०	४०	१००	१२०	१६०	१८०	१८०	३००	४८०	१००	१२०	१६०	२२०	३६०	४२०	१८०	३००	४८०	१००	१२०
१०	सार्वजनिक वाहनतळ मासिक पास (१२ तासांचे दर X २२ दिवस)				१९८०				८८०				४९५०				१९८०				३९२०							
११	निवासी वाहनतळ १/३ (१२ तासांचे दर X ३० दिवस)				१०००				१५०				लागू नाही				लागू नाही				लागू नाही							
१२	३-या व चौथ्या वर्गाकरिता (१०% वाढ किंवा रु. ५ पैकी जे अधिक असेल ते)				७०	८५	१२०	२००	२४५	२०	५०	७०	८५	१००	१००	१६५	२६५	४५५	६५५	६५	८५	१२०	१२०	१८०	२८०	४५०	५५०	
१३	मासिक पास दर सकाळी ८.०० ते रात्री ८.०० पर्यंत (१२ तासांचे दर X २२ दिवस)				४४००				१८७०				१०८९०				२२००				७७००							
१४	मासिक पास दर रात्री ८.०० ते सकाळी ८.०० पर्यंत (१/२ X वरील (१२) चे दर)				२२००				९३५				५४४५				११००				३८५०							
१५	रविवार, सार्वजनिक सुट्टी तसेच सार्वजनिक वाहनतळानवळील रस्त्यावरील वाहनतळाचे दर (१/२ X वरील (११) चे दर)				२५	४५	६०	१००	१२०	१०	२५	३५	४५	५०	६५	१२५	२५०	३१०	३५	४५	६५	१००	१२०	१५०	२०५	२५५	३१५	
१६	सार्वजनिक वाहनतळाच्या ०.५ कि.मी. त्रिज्येमधील रस्त्यावरील वाहनतळांचे दर (वरील १५ चा चार पट)				१००	१८०	२४०	४००	४८०	४०	१००	१४०	१८०	२००	२००	३४०	५४०	१०००	१२४०	१४०	१८०	२४०	४८०	२००	३४०	५४०	१०००	१२४०
१७	सार्वजनिक वाहनतळ मासिक पास (१२ तासांचे दर X २२ दिवस)				२२००				९९०				५५००				२२००				३८५०							
१८	निवासी वाहनतळ १/३ (१२ तासांचे दर X ३० दिवस)				२०००				८५०				लागू नाही				लागू नाही				लागू नाही							

टिप: १) सर्व शुल्क रुपये पाचव्या पटीमध्ये आहे २) पूर्वीच्या टप्प्यामध्ये कमीतकमी रु. ५/- ची वाढ आहे. ३) अनधिकृत निवासी वाहनतळ उपयोगाकरिता रु. ५०/- इतका दंड आकारण्यात येईल.
 पहिल्या व दुस-या वर्गाचा कालावधी (१/४/२०१७ ते ३१/०३/२०१९) तिस-या व चौथ्या वर्गाचा कालावधी (०१/०४/२०१९ ते ३१/०३/२०२१)

AGREEMENT FORM

Tender dated.../.../....2022
CONTRACT FOR THE WORKS : To run Pay & Park Lot
for group no.--

This agreement made this day of
Two thousand
Between
.....
inhabitants of Mumbai, carrying on business at..... ..
.....in Mumbai under
the style and name of M/s.
.....(Hereinafter
called “the contractor of the one part and Shri.....

.....
the DMC (Z- I) (hereinafter called “The Commissioner” in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of DMC (Z- I) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called “the Corporation”) of the third part, WHEREAS the contractor has tendered to run pay & park lot 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) Bid Document
 - e) Pay & Park Lot Location Plan
 - f) General Conditions of Contracts (GCC)
 - g) Special conditions of contract
 - h) Special instructions to the bidders
 - i) All correspondence documents between bidder and BMC
- 3) In consideration of the payment of monthly License fees to the BMC as hereinafter mentioned the Bidder hereby covenants with the Commissioner to operate, maintain and

manage on street (PAY & PARK LOT) in conformity in all respects with the provision of the contract.

- 4) The Commissioner hereby covenants to handover pay & park lost for the period of Two years to Bidder in consideration of the operation, maintenance and management of on street (PAY & PARK LOT) 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 Presence of

Trading under the name and style of

.....
.....

Full Name

Address

Contractors

Signed by the DMC (Z- I) in the presence of Executive Engineer (A) Ward

.....
.....

DMC (Z- I)

The Common Seal of the Municipal Corporation of Greater Mumbai was hereunto affixed

- 1.
- 2.

Annexure A

Name of the Work :	Name o Sites-To Run on street Pay & Park Lot of			
Sr. No.	Name of site	Ward	Category	Total number of parking spaces
<u>1</u>	On street Pay & Park Lot for <u>Vinay K Shah & Goenka Marg in 'A' Ward</u>	A Ward	A	LMV: 98 nos Two Wheeler: 44 nos.
<u>2</u>	Provision for differentially able persons --3% car parking spaces earmarked near entrance			

1	Engineer for this work	Ward Executive Engineer 'A' ward
---	------------------------	----------------------------------

2	Bid Amount (Minimum Monthly License Fees X 24 months (Exclusive of all taxes):		
Sr no	Description of Work	Min Monthly License Fees (Reserved BID) (Exclusive of all taxes)	Bid amount (Estimated contract Cost) (Exclusive of all taxes)
I	To Run Pay & Park Lot for	Rs. 2,37,822/-	Rs. 57,07,728/-

Note : proportionately increase in quoted license fees when parking rates are increase in subsequent years.

3	Earnest Money Deposit	Rs. 1,14,155/-
---	-----------------------	----------------

4	Time Period	
	i. Contract period	24 Months (2 years) or till the appointment of public parking lot contractor within 500 mtrs. Radius of this On Street Pay and Park site.

The Bidder who offers highest monthly License Fees shall be the preferred Bidder.

Annexure-B
PRE-CONTRACT INTEGRITY PACT

(On Rs. 500/- Stamp Paper)

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing 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 application 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 ;
2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
3. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
4. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Bid No. : 7200037871

Name of Site : Vinay K Shah & Goenka Marg in ‘A’ Ward

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/Chairman/Secretary 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/my firm does not have any outstanding dues/Amount for Pay & Park works to BMC.
7. I declare that I/My firm have not been Black listed/debarred by any institution of Govt. /Semi Govt. /Municipalities etc. for failure to pay any dues or for unsatisfactory performance.
8. I declare that I/my Firm has not been adjudged by any Court as insolvent, not convicted under any law for any offence involving moral turpitude or any criminal activity
9. 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
10. I declare that the information provided by me is true and if any given time it is observed that any of the statement made above is in violation of said affidavit, I am fully aware that contract will be terminated with immediate effect and Security Deposit / EMD shall be forfeited I/my firm shall be Black Listed or debarred from future tender of BMC

Bid No. **7200037871**

Name of Site : Vinay K Shah & Goenka Marg in 'A' Ward

Signature of Tenderer/Bidder

Annexure 'D'

Parking Charges Applicable, Category- A

अ वर्गातील वार्षिक प्रती वाहन जागा रु. १००००/- पेक्षा जास्त पारवना शुल्कावर आधारित सशुल्क वाहनतळ दरसूची

परिशिष्ट-३

अ.क्र.	३ व ४ चाकी वाहनांकरिता					दुचाकीकरिता					ट्रककरिता					ऑटो / टॅक्सी करिता					सार्वजनिक वाहतूक बसकरिता									
	१ तास पर्यंत	२ ते ६ तास	६ ते १२ तास	१२ ते २४ तास	२४ तास पंजर	१ तास पर्यंत	२ ते ६ तास	६ ते १२ तास	१२ तास पंजर	१ तास पर्यंत	२ ते ६ तास	६ ते १२ तास	१२ तास पंजर	१ तास पर्यंत	२ ते ६ तास	६ ते १२ तास	१२ तास पंजर	१ तास पर्यंत	२ ते ६ तास	६ ते १२ तास	१२ तास पंजर									
१																														
२	पूर्व मंजूर वर कालावधी ११.२०१३ अखेर																													
३	सुधारित क वर्गाकरिता प्रस्तावित (मंजूर) पर (१ ल्या व २-या वर्षाकरिता)																													
४	अ वर्गाकरिता सुधारित परिमाण प्रस्तावित पर (१ ल्या व २-या वर्षाकरिता) (३ X वरील (३) चे दर) व ऑटो /टॅक्सीकरिता ५०% व बसेसकरिता ३०% सवलतीचे दर																													
५	मासिक पास दर सकाळी ८.०० ते रात्री ८.०० पर्यंत (१२ तासांचे दर X २२ दिवस)					३१६५					१६५५					११८५					६१३५									
६	मासिक पास दर रात्री ८.०० ते सकाळी ८.०० पर्यंत (१/२ X वरील (५) चे दर)					१९८०					८२९					४९५०					१९०					३४६५				
७	रविवार, सार्वजनिक सुट्टी तसेच सार्वजनिक वाहनतळानवळील रस्त्यावरील वाहनतळाचे दर (१/२ X वरील (४) चे दर)																													
८	सार्वजनिक वाहनतळाच्या ०.५ कि.मी. त्रिभुजस्थित रस्त्यावरील वाहनतळाचे दर (वरील (७) चा चार पट)																													
९	सार्वजनिक वाहनतळ मासिक पास (१२ तासांचे दर X २२ दिवस)					१९८५					८८०					४९५५					१९८५					३६२५				
१०	निवासी वाहनतळ १/३ (१२ तासांचे दर X ३० दिवस)					१८००					७५०					लागू नाही					लागू नाही					लागू नाही				
११	३-या व चौथ्या वर्षाकरिता (१०% वाढ किंवा रु. ५ पैकी ने अधिक असेल ते)																													
१२	मासिक पास दर सकाळी ८.०० ते रात्री ८.०० पर्यंत (१२ तासांचे दर X २२ दिवस)					४४००					१८४०					१०८९०					२२००					४४००				
१३	मासिक पास दर रात्री ८.०० ते सकाळी ८.०० पर्यंत (१/२ X वरील (१२) चे दर)					२२००					९३५					५४४५					११००					३८५०				
१४	रविवार, सार्वजनिक सुट्टी तसेच सार्वजनिक वाहनतळानवळील रस्त्यावरील वाहनतळाचे दर (१/२ X वरील (१३) चे दर)																													
१५	सार्वजनिक वाहनतळाच्या ०.५ कि.मी. त्रिभुजस्थित रस्त्यावरील वाहनतळाचे दर (वरील (१४) चा चार पट)																													
१६	सार्वजनिक वाहनतळ मासिक पास (१२ तासांचे दर X २२ दिवस)					२२००					९४०					५५००					२२००					३८५०				
१७	निवासी वाहनतळ १/३ (१२ तासांचे दर X ३० दिवस)					२०००					८५०					लागू नाही					लागू नाही					लागू नाही				

टिप: १) सर्व शुल्क रुपये पानच्या पटीप्रमाणे आहे २) पूर्वीच्या टप्प्यांमध्ये कमीतकमी रु. ५/- ची ताड आहे. ३) अनधिकृत निवासी वाहनतळ उपभोगाकरिता रु. ५०/- इतका दंड आकारण्यात येईल.

पहिल्या व दुस-या वर्षाचा कालावधी (१४/२०१७ ते ३१/०३/२०१९)

तिस-या व चौथ्या वर्षाचा कालावधी (०१/०४/२०१९ ते ३१/०३/२०२१)

Proforma:

PROFORMA-I :Details of work completed

PROFORMA-I							
Description of the Work	Place	Contract No. & Date	Name & Address of the Employer	Bid Amount in Rs.	Scheduled date of Completion of contract	Balance Bid Amount for remaining period	Anticipated date of completion of contract
1	2	3	4	5	6	7	8

Note: Scanned Attested Copies of Completion/Performance certificates from the authority/employer for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA-II :Details of work Existing Commitments and Ongoing Works

PROFORMA-II							
Description of the Work	Place	Contract No. & Date	Name & Address of the Employer	Bid Amount in Rs.	Scheduled date of Completion of contract	Balance Bid Amount for remaining period	Anticipated date of completion of contract
1	2	3	4	5	6	7	8

Note: Scanned Attested Copies of Completion/Performance certificates from authority/employer for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA –III : Yearly Turnover of bidder for last three years

PROFORMA-III					
Sr	Financial Year	Annual Turnover of bidder	Updated value to Current year	Average of last 2 years	Page No.
1					
2					
3					
Total					

Note: The above figures shall tally with the Audited Balance Sheets uploaded by the tenders duly certified by Chartered Accountant.

PERSONNEL : PROFORMA-IV

PROFORMA-IV					
Sr.	Post	Name	Qualification	Work Experience	
		(Prime Candidate /Alternate)		No. of years	Name of Project
1	Supervisor				
2	Attendants				
3	Security guards				

PROFORMA-V : LITIGATION HISTORY

Other Parties	Employer	Cause of Dispute	Amount involved.	Remarks showing Present Status.
1	2	3	4	5

SECTION -14
SPECIAL CONDITIONS OF
CONTRACTS

SPECIAL CONDITIONS OF CONTRACT

1. The Bidder shall recover parking fees only at the scheduled rates approved by BMC vide CR No.1048 of 02/01/2015. Parking rates tariff specified in **Annexure D**. The dates for implementation of revised rate for Ist & IInd year mentioned in chart at AppendixII/Annexure D is to be considered from 01.04.2017 to 31.03.2019. The dates for implementation of revised rates of IIIrd & IVth year mentioned in chart of Annexure D is to be considered from 01.04.2019 to 31.03.2021. License fees (exclusive of all taxes) will increase proportionately at that time from 1.4.2019 when parking rates specified in pay & park tariff will be increased in sub subsequent years. In case the bidder fails to pay the revised license fees, BMC will be at liberty to revoke the contract. The pay & park contractor shall not charge any extra amount over & above parking tariff as mentioned in chart at Annexure-D towards any tax from the person who park vehicles. The existing Parking Policy is valid till further policy decision. However as and when rate revision policy approved by corporation same will applicable with immediate effect.
2. The contractor shall erect boards of 4'x 6' size, painted in Marathi & English mounted at appropriate places indicating the On Street Pay and Park rates approved by BMC at all entry and exit gates.
3. The contractor shall note that he will not be entitled for any claim/ compensation if this street parking lots are permanently closed for any reason in future during contract period . The bidder should note that he will not be entitled for any claim /compensation if any on street pay & park lots are permanently closed due to operation of public parking lot within 500 meter radius in future during contract period. Period of contract for operation of on street pay & park lot will be 24 months or till appointment of new agency by BMC for operating public parking lot within 500 meter radius whichever is earlier.
4. The Bidder shall operate On Street Pay and Park for 24 hours (round the clock) on all days including Saturdays, Sundays and holidays during entire contract period and employ experienced personnel such as Manager/Supervisor, traffic Attendant, professional security guard etc. as per requirement.
5. The agency shall maintain proper cleanliness in the car park area. All expenditure on account of maintaining proper cleanliness including housekeeping material shall be borne by the Bidder.

6. The agency shall follow the instructions about efficient Management of Vehicle parking. Required uniforms shall be provided by the bidder to his workers/supervisors at his own cost. He will also ensure that they are worn by the employees while on duty and kept in tidy conditions along with name plate indicating their name conspicuously.
7. The agency shall submit necessary reports with regard to trend of vehicles parking as well as collection etc, as and when desired by BMC in the required format.
8. The agency shall bear all the costs including following:
 - a) Wages, salaries, and performance allowances paid to all employees, employed at on street PAY & PARK LOT by the Bidder.
 - b) Uniforms for employees.
 - c) Basic staff training provided to Bidder's Employees and staff welfare;
 - d) Communication Charges – Mobile for senior staff etc.
 - e) Daily Stationery for reports.
 - f) Security and housekeeping in the Parking Area.
 - g) Requisite insurance for cash in transit and at site, third party liability insurance
9. The agency shall use its experience and expertise while providing parking services through trained, uniformed and medically fit employees and supervision and has the necessary know-how, skills, experience and fully qualified, trained, and experienced manpower required for providing reliable, safe and effective Parking Services.
10. Contract Labour (Regulation and Abolition act 1970): The Tenderer(s) should specifically note that the successful tenderer(s) shall have to strictly comply with the entire statutory requirement under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1970 and indemnify the Corporation against any claim(s) whatsoever. Successful Tenderer(s) should obtain Registration Certificate from Labour Commissioner.
11. The full time services of the Personnel Team of the Tenderer(s) is mandatory during the entire period of contract.
12. **The Bidder shall earmarked car parking spaces equivalent to 3% of total car parking spaces specially for differently able person near to entry of pay & park lot.**

13. The contractors shall display the boards giving information of name of the work, date of starting of contract, completion of contract, Name of the department and contact telephone numbers. Non-compliance of this condition, a penalty of Rs. 500/- per day shall be imposed on contractor.

14. The Tenderer (s) shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register date wise.

15. PENALTY CLAUSES :-The agency shall be liable to pay the penalty in case of :

Sr.No	Cause for Penalty	Penalty in Rs per day
1	The attendant / security guard at site not in Uniform / identity card	500
2	The arrows showing parking area not painted-	500
3	The boards showing Name of the Contractor, Rate Schedule, etc. are not displayed at site	500
4	Parking tickets are not printed	2000
5	The Cars are kept parked in driveway	500
6	Instruction book not maintained at site	500
7	Security Guard not appointed at site	500
8	Bidder found charging higher rates than those prescribed when in manual mode of operation	1000
9	Parking area is not maintained in reasonably clean condition	500
10	Register for identity verification of the person / Persons availing Pay & Park Facility is not maintained as per 'Tender Condition.	500
11	Complaint Register for registration of complaints from person/s availing Pay & Park Facility is not maintained.	1000
12	Vehicle parked in designated area without issue of ticket.	Rs.1000/-per

		vehicle
13	3% of total parking spaces are not found earmarked for differently abled person	2000
14	Vehicle is found parked on parking spaces earmarked for differently abled person whose owner is not differently abled person	2000
15	Fire resistant instruments, equipment are not provided at site	2000
16	For not returning office furniture, site office material and other accessories at the end of contract to nearest ward office	5000

Note : Bidder shall pay penalty amount within seven working dates from receipt of intimation from Authority failing to which same will be adjusted from security deposit.

In case of repeated offence action for termination of contract including debaring will be initiated in addition to penalty as directed by engineer in charge.

16. Any recommendation as per decision of Competent Authority of B.M.C. shall have to be executed under the same tender conditions.
17. Even though the Tenderer(s) takes all the precautionary measures and by chance any workman is injured or dies due to negligence or otherwise, the Tenderer(s) will be responsible for the claims of damages by the workman or his legal heirs.
- 18.** The Tenderer(s) has to check health of all the personnel employed by him at every fortnight and take precautionary measures and treatment as per the advice of Medical Officer. If record is not maintained by the Contractor, penalty of Rs. 1000/- per employee will be imposed.
- 19.** Use of MTP app : The Tenderer (s) shall provide web connectivity to use MTP app developed by Mumbai Traffic Police so as to have better utilization of Pay & Park Lot.
- 20.** All the necessary precautions, safety measures etc. for the contractors staff at the On street PAY & PARK LOT shall be the responsibility of the successful tenderer(s).
- 21.** Responsibility of observance of terms & conditions of the contract and authenticity of inputs given and documents submitted shall be solely of the contractors. The staff / engineers shall not be held responsible for any lapse / mischief that may be observed during contract period.
- 22.** The Bidder shall restrict the parking activity to a maximum of 25 nos of LMV and 11 nos of Two wheelers. As per the parking layout plan enclosed in tender documents..

- 23.** The Bidder shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by BMC. In the event of any complaints/information received by the authority for any unfair practice & deficient service, the BMC shall have the powers to terminate the contract.
- 24.** The agency shall display the suitable notice boards prominent places at the premises and at prominent places in the vicinity as directed by BMC indicating the availability of the BMC's Pay & Park Lot with direction.
- 25.** All the vehicles entering into parking lot shall be checked and frisked by Security Guards / Security Scanners installed by contractors at his own cost. Security and Safety of the Vehicle and public is most important and shall be maintained during the tenure of the contract by the agency. The agency shall be responsible for all the security related issues including law & order issues, vandalism etc. & shall indemnify BMC and its officers against any litigation & liabilities.
- 26.** The Bidder shall collect parking charges prescribed by BMC from all the customers. For collecting the parking charges and issuing receipts in Marathi to the customer, the agency shall use the existing Parking Management System available at parking lot, which may be connected to BMC central server in future.
- 27.** The bidder shall be responsible for operations of all the equipment provided in parking lot. If any the bidder is advised to visit the parking lot before bidding tender.
- 28.** **Engineer in charge for this shall be ward Executive Engineer of 'A' Ward whose office is situated at Office Building of A ward, Shahid Bhagatsingh Marg, Near RBI, Fort, Mumbai - 400001.**
- 29.** **Engineer's Representative for this work shall be Assistant Engineer Sub engineers and Junior Engineers of Maintenance Department of 'A' Ward and work shall be supervise by them.**
- 30.** All charges on account of GST, terminal or sales tax etc. and other duties on material obtained for the work, from any source, shall be borne by the licensee(s).
- 31** In the event of offer being accepted, the contract must be signed by 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,

- 32** Successful tenderer shall required to execute the contract within thirty days of the receipt of the intimation to execute the contract. Tenderer failing to pay the security + Taxes(TCS,etc.) within fifteen days from the receipt of the acceptance letter and execute contract within thirty days from receipt of letter of acceptance shall be deemed to have committed a breach of the undertaking given by them in their tender, and the Municipal Commissioner may forfeit the tender deposit i.e. Earnest Money Deposit/ security deposit. The bidders will also be debarred from participation in future Pay & Park tenders invited during next Three (3) years.
- 33** The successful tenderer shall take over possession of the sites within one month from the date of receipt of the acceptance letter / allotment letter after completing all formalities mentioned in above clause No. 32 failing which the Tender Deposit i.e. Earnest Money Deposit / Security Deposit will liable to be forfeited without giving any notice.
- 34** The Commissioner does not bind himself to accept the highest or other offer.
- 35** Every offer shall remain open for acceptance for 180 days from the date of the opening of the tenders. As some minimum period for evaluating the various offers and obtaining approval of competent authority is necessary, offers specifying the validity less than 180 days may be rejected outright.
- 36** Brihanmumbai Municipal Corporation reserves the right to accept / reject any or all tenders and to annul the tendering process at any time prior to award of contract, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer(s) of the grounds for the Employer's action.
- 37** The Municipal Corporation shall allow the Successful tenderer hereafter referred to as Licensee to run 'On Street Pay and Park' scheme and maintain the parking lot at their own costs purely on leave and license basis for the period of Two Year or till the appointment of public parking lot contractor within 500 mts. radius whichever is earlier as shown on the plan
- 38** The licensee shall display a Notice Board in English and Marathi on the conspicuous part of the said parking lot essentially indicating Parking Rates, Name & Contact Number/s etc. of the agency / licensee, Contract Period, Name of the Location under 'B.M.C. Parking Site'

heading. The parking fees as approved by the Municipal Commissioner in respect of this parking lot shall be displayed at the entrance / exit of the parking lot. The licensee shall also display an additional Board indicating that **vehicles parked are at owner's risk and costs and that B.M.C. will not be responsible for any loss, damage or theft of vehicles parked in the parking lot for whatever reason.** These requirements shall be complied before taking over possession of the site.

- 39** The Licensee shall pay to the Brihanmumbai Municipal Corporation on or before 7th Day of every month a sum equivalent to 1/12 of the yearly license fee (Monthly license fee) + Taxes (TCS,etc.) quoted by the successful tenderer in their offer towards the license fee for the license granted under the contract agreement, **The first of such payment shall be made before taking over the possessions of the site.**
- 40** The licensee shall pay the Tax Collected At Source (TCS) at the rate of 2.00% or whichever is applicable during the contract period as per clause 206 (c) of Income Tax Act. The Licensee shall pay the monthly license fee to BMC + Taxes(TCS,etc.) and other applicable taxes and quote accordingly.
- 41** The licensee(s) shall deposit with the Corporation the sum equivalent to 3 months of license fee quoted as Security Deposit + Taxes (TCS,etc.) and also pay one monthly license fee + Taxes (TCS,etc.) in advance before taking over possession of the site. This deposit shall be in terms of pay order / demand draft only and will not bear any interest thereon. The Security Deposit will be retained by the Municipal Corporation for further period of Three Months after expiry of the contract period
- 42** In the event of licensee committing breach in the observance and performance of the terms and conditions, the said Security Deposit mentioned herein before will be forfeited by the Municipal Commissioner.
- 43** The Licensee shall pay all rates and taxes and assessment whatsoever which are payable or may hereafter be levied and payable to the Government, Municipal Corporation or any other Govt. Authority in respect of the Car Parking spaces.
- 44** The Licensee(s) shall operate a On Street Pay and Park during **08.00 a.m. to 08.00 a.m.** next morning i.e. 24 hours. (on all days including Saturdays, Sundays & Holidays) at the charges fixed by the Brihanmumbai Municipal Corporation.

- 45 The bidder must be domiciled in BMC limits for at least 15 years.
- 46 The Licensee shall not increase the aforesaid charges for parking under any circumstances unless the same are approved by B.M.C. The licensee shall keep the car parking space open during such hours as the commissioner may prescribe from time to time.
- 47 The Licensee shall not make any alternations or additions to the car parking space and keep the car parking space clean and in good order and condition and shall use the car parking space only for the purpose mentioned in the license and not for any other purpose whatsoever.
- 48 The Licensee shall not give preference to any person and will allow the parking strictly on “First come First Served” basis. The licensee shall not allow any space / place in the parking lot to be kept reserved for parking for vehicles of particular person / persons of any company.
- 49 The Licensee shall maintain parking lot and run On Street Pay and Park scheme at their own cost by engaging their own staff and meeting other expenses for providing portable chowkies, and other facilities required to run On Street Pay and Park scheme etc. The parking bays shall be kept painted by Hot Thermoplastic Paint by the licensee as shown in plan. These requirements shall be complied before taking over possession of the site.
- 50 The licensee at his own cost shall paint the parking area with Hot Thermoplastic Road Marking Paint as per the norms of Traffic authority frequently wherever required which includes kerb lanes etc.
- 51 The Licensee shall at his own expenses provide adequate staff with mobile phone for attending to the work of parking and looking after under their/his supervision. Two copies of bona-fide identity cards of all the employees shall be prepared & **all the employees shall be provided with a bona-fide identity cards & uniform to facilitate easy collection of parking charges. The second copy of the I. D. Card shall be submitted to the office of Asstt. Engineer (Maint.) working under the Assistant Commissioner of the concern Ward.**
- 52 The Licensee shall permit the employee and employees of the Corporation or any other persons authorized by the Corporation to enter upon and inspect the said premises and to call for any information relating to the Car and records maintained by the Licensee in this behalf.
- 53 The Licensee shall not engage or employ any person suffering from any disease, contagious, infections or otherwise dangerous to human life and health.

- 54** The Licensee shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by the Municipal Commissioner in this behalf.
- 55** The Licensee shall not assign, sublet or transfer the benefits and the privileges of the License hereby granted or any part thereof or any interest therein to any person or persons.
- 56** The licensee shall keep the car parking space and all additions there to in good and substantially repaired condition during the continuance of this license.
- 57** The licensee (s) will not be permitted to use any On Street Pay and Park site chowky as his office address. The Licensee (s) shall intimate the names and addresses of the manager / responsible person, along with their mobile phone who will be always available at site for receiving any instructions, notice, etc. before taking over the possession of the site. The licensee (s) shall also keep an instruction book at On Street Pay and Park site for receiving instructions from visiting officers of Brihanmumbai Municipal Corporation.
- 58** The licensee will not display any advertisement or will not provide railing / beautification at the site of pay & park scheme without prior permission of B.M.C. and no compensation / reduction in license fee on account of this will be permitted.
- 59** Licensee shall carry on the work of fulfillment of his / their obligation undertaken by them to the entire satisfaction of the Corporation. The licensee shall be responsible totally for all activities on site including those of their employees temporary or otherwise. The licensee shall also be held responsible for any misbehavior over charging or illegal activities etc. done by them or their employees.
- 60** In the event of the site being required for Municipal use or required to be closed permanently for any reason the Municipal Commissioner of Greater Mumbai shall be at liberty to terminate the License even before the expiry of the License period and Licensee shall vacate the site forth with and shall not claim any compensation damages or loss in fees and shall not claim for any alternate site.
- On expiry of license herein or earlier termination of the License, the Licensee shall immediately hand over the vacant and peaceful possession of the car parking space and vacate the site in the original conditions.
- 61** The Licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to any property of the Corporation. The Licensor i.e. Corporation shall not be responsible for any damages, loss or injury to any person or persons including third party while maintaining the said parking lot.

- 62** The Licensee shall keep the Corporation, their Officer and servants harmless and indemnified from and against all losses, suits, damages, costs, charges and claims and demand whatsoever including claim under the Workmen Compensation Act, 1924 their Officer or servants may sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the Corporation whether resulting directly through any accident or otherwise to life or property. The licensee shall submit the copy of workmen compensation insurance policy from Directorate of Insurance, Maharashtra State.
- 63** That the licensee will not be granted reduction in monthly license fees on account of non payment of parking charges by local residents / Govt. organizations. However the request for the reduction in license fee due to closure of On street Pay & Park lots for valid reasons may be considered for the closure period more than seven days on submission of application along with valid documentary evidence/s from the authority to Enineger in Incharge i.e Concerned Ward Executive Engineer.. Joint site visit report duly verified by concerned Ex. Engineer in charge, photographs, closure of site resons verified by concerned Ex. Engineer within 7 (Seven) days from closure of such Pay & Park Lot. Application for reduction submitted without said inspection report of concerned Ex. Engineer after 7 (Seven) days will not be considered for the proposal of reduction in License Fee.
- 64** Nothing herein contained shall be construed as conferring upon the licensee any rights, over the car parking space or creating or transferring any interest in the said premises in favour of the Licensee.
- 65** In case of any dispute or question, the Municipal Commissioner's decision shall be final and binding upon the Licensee.
- 66** It will be mandatory on the part of contract to run the pay & park Scheme till the date of expiry once it is allotted. If licensee (s) discontinues the Contract of pay & park on his own, for one or the other reason, the Security Deposit will be forfeited.
- 67** In the event of breach of any of the terms and conditions of this agreement by the Licensee (s) the Additional Municipal Commissioner or any other Officer appointed on his / her behalf shall be at liberty to revoke license with 7 (seven) days notice or penalty will be imposed in case of such observation / default.
- a) Committed breach of any of the terms of contract or

- b) Has failed to comply with the instruction issued by Corporation or his authorized officer or
- c) Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the contract or
- d) Non courteous rule behavior with the travelers / customers or
- e) In case the Licensee (s) is found Charging higher rates than those prescribed or
- f) If the parking area is not maintained in reasonably clean condition by licensee (s) the Engineer shall have power to get the premises cleaned at the risk and the cost of licensee (s).

68 That the licensee(s) at his own expenses shall provide adequate Security guards per shift at pay & park location with Identity cards and proper uniform, other than provided for parking attendants.

69 The licensee / licensees will have to maintain a separate register for proper identity verification of the person / persons availing Pay & Park Facility and to note the car numbers in register. Also the details of parking charges collected from parked vehicles shall be submitted every month to concerned Engineers of the work.

70 Also the licensee/ licensees shall if possible enter the details regarding Motor Driving License (MDL) No., Name of Driving License Holder, Telephone / Mobile No. of vehicle Owner / Driver in the said register at the Pay & Park Schemes operated by them.

71 Also the licensee/ licensees shall not deploy child labour and adhere to the provisions of act.

72 The Proprietary Firm/ Private Limited Company/ Public Limited Company/ Organization/ Association (Bidder) shall be domiciled in Mumbai city for at least 15 years before date of invitation of tender.

73 The site office & office Furniture & accessories provided by the Pay & Park contractor at the location will be returned in good condition to concerned Assistant Engineer (Maintenance) (ward) after the termination of contract as the same will be treated as BMC property & if it is not followed by Licensee / Licensee's then he/she will be penalized.

- 74** The Licensee shall get the parking tickets (with the help of Hand Held pay & Park Electronic Device) with serial numbered, counter – foils showing Location of 'Pay & Park' scheme, ward, Name of the authorized Pay & Park contractor, Date, Vehicle No, Vehicle type, Time "IN & Out" and Notice indicating that the vehicles are parked at owner's risk on reserve side of parking tickets. The hand Held Pay & Park Electronic Device shall generate the bill amount of parking automatically.
- 75** However, tenderer will not have any objection if B.M.C. put up computerized ENTRY / EXIT system at all possible places and the bidder in future will deposit cost towards electronic device approved by BMC for operation of web base parking in future.
- 76** The case regarding On Street Pay and Park Scheme has been filed under Writ Petition (L) 2155 of 2018 by Shri Mohammad Atique Sheikh Vs. B.M.C. The case was taken on board by Hon. High Court on 29/06/2018 and Hon. Court has passed the order as 'Heard the learned counsel appearing for the petitioner. Place the petition on scheduled date after all office objections are removed. All further steps taken in the tender process will be subject to further orders which may be passed in this petition'. In this case, all further steps taken in the tender process will be subject to further orders passed in this petition.
- 77** If any bidder is a defaulter and has outstanding dues/Amount payable to BMC for Pay & Park works then its offer will be treated as Non responsive & E.M.D. will be forfeited. In that case the said “On Street Pay & Park” will be allotted to the contractor of same category, who is the highest bidder in % of Bid Amount to particular Ward / Zonal / BMC limits upto three months or till the appointment of new contractor, whichever is earlier.
- 78** The existing Parking Policy is valid till further policy decision hence, the conditions to that effect will be incorporated under the head of “Special Condition” in Tender as “The Revised Parking Policy” will be applicable to the present tender.
- 79** The bidder shall personally visit site for certification actual nos. of ECS possible and number of vehicle parking spaces offered in the tender/ quotations and quote accordingly. The quoted monthly license fees as per tender awarded will not be decreased at any stage before completion of license period awarded, unless the decrease in parking spaces is caused by B.M.C./ M.M.R.D.A/ Metro.Bidder will not be allow to use more ECS/ Vehicle parking

spaces than those offered in the tender. If observed, bidder will be liable for proportionate increase in license fees with penalty.

80 After issue of LOA to successful bidder, he has to comply all the conditions mentioned therein within one month from date of issue of LOA failing which-

- a. No further extension is granted.
- b. 100% EMD will be forfeited.
- c. Debarred for 3 years for BMC.

81 If it is found that the Bidder has submitted fraudulent/ Forge documents then penal action as per IPC Act will be initiated.

82 Successful Bidder shall note that quoted Monthly License Fees will be modified as & when Parking Rates are modified.

SECTION 15
SPECIAL INSTRUCTIONS
TO THE BIDDER

SPECIAL INSTRUCTIONS TO BIDDER(S)

1. Tenderer(s) are required to upload the tender online only and no physical submission is allowed except DD/pay order towards EMD.
2. Tenderer(s) are expected to read tender document carefully and scrutinize them before uploading. No variation on any ground such as mistake or misunderstanding will be allowed after the tender is opened/ recommended or accepted.
3. Offer amount must be quoted in figure as well as in words.
4. It is mandatory for the successful tenderer to submit monthly return GST and payment of TCS to BMC.
5. No price variation shall be payable by B.M.C. due to any reason whatsoever.
6. If after award of contract it is found that the accepted tender violates any of the clauses of the contract shall be liable for cancellation at any time during its currency in addition to penal action against the bidders as well as related firms/establishments.
7. No alteration or interpolation will be allowed to be made in any of the terms or conditions of this contract. If any such alteration or interpolation be made by the tenderer, his tender will, at the option of the Municipal Commissioner, either be rejected or be treated as if no such alteration or interpolation has been made.
8. In the case of Joint Stock Company, the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by a person duly authorized to sign the contract for the company by a Power of Attorney such power being sealed as aforesaid. All such power of Attorney must be registered in the Municipal Office.
9. The Municipal Commissioner reserves the right to accept the highest or any tender.
10. The prices quoted shall be firm and no variation will be allowed on any account.
11. All charges on account of terminal or sales tax and other duties from any sources including the tax a Pay & Park Applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of the work, contractors (re- enacted) Act 1991 shall be borne by the bidders.
12. The tenderer(s) shall have to make their own arrangements to secure import License and/or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be bound to give any assistance to the tenderer(s) in that behalf.
13. All the charges for safe custody and withdrawal of and for the collection of interest, etc., on the paper deposit will be payable by the parties.

14. The successful tenderer(s) will have to pay for preparing contract documents, legal charges at sanctioned Rates.

15. **Jurisdiction of Courts**

In case any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be dealt with as per amended clause no. 96 of GCC, which is reproduced as under.

Amended in Clause No.96; of General Conditions of Contract. (Finality of Decision and non arbitrarily) as per Circular No.AMC/P/M/1511 of 29.05.2002.

If any dispute, difference of claim is raised by either party relating to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a Committee comprising of three Officers i.e. concerned D.M.C or Director (E.S. & P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give its decision in writing within 60 days. Appeal from the Order of the Committee may be referred to Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute the Committee of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The decision given by this Committee shall be final and binding upon the parties

16. Successful tenderer will have to furnish information as regards the name and complete address of his bank, its branch and the bank A/c no. etc, along with tender document. They will also have to submit fresh information when there is any change in this regard.

17. Contract Labour (Regulation and Abolition act 1970) : The Tenderer(s) should specifically note that the successful tenderer shall have to strictly comply with all the statutory requirement under the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1971 and indemnify the Corporation against any claim(s) whatsoever.

18. Tenderer(s) are requested to take cognizance of child Labour Act and take precaution not to deploy child Labourers on site. If Child Labourer is found to be deployed on the work, a penalty of Rs. 5000/- on the spot will be imposed on the defaulting bidders and further action as deemed fit will be taken.

19. Tenderer(s) shall quote rates for attached Financial Bid Form.
20. Construction of hutments for labourers /staff will not be permitted on site.
21. Tenderer should specifically state their residential addresses besides their official addresses along with the telephone and mobile number. The bidder or their partners and authorized representative shall be available on a given telephone number during any hours of the day.

22. **Payment of Security Deposit/ Monthly License fees :**

- (a) **Successful Bidder has to pay amount equal to three months quoted monthly license fees+ Taxes(TCS,etc.) in advance within fifteen days of issue of letter of acceptance to BMC as security deposit.**
- (b) **Also one month license fee+ Taxes (TCS,etc.) will be paid by the successful bidder to BMC before taking over on street PAY & PARK LOT site .**
- (c) **Also Successful bidder/ parking operator will pay subsequent monthly license fees + Taxes(TCS,etc.) to BMC before 7th of every month.**
- (d) **Quoted monthly license fees+ Taxes (TCS,etc.) will increase proportionately when parking rates are increased in subsequent years.**

(e)The GST as mentioned in b to d shall be paid directly to the Central Govt. of India.

26.Default or delay in payment of License fee

In case of Default or delay in payment of License fee following penalties shall be applicable.

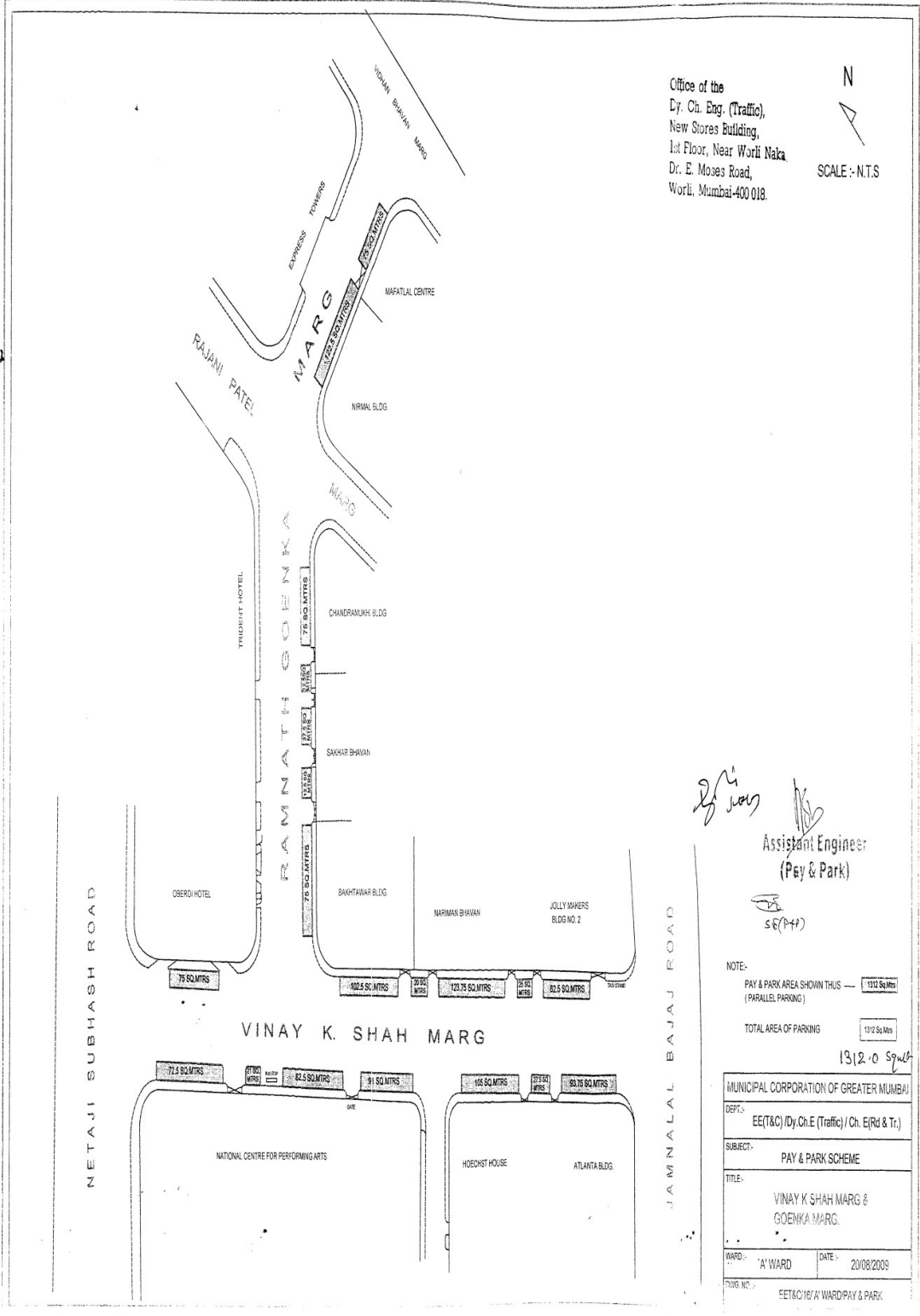
- (1) For default upto a period of 30 days: The Operator shall be liable to pay to BMC interest @ 1.50 Percent Per Month on the outstanding amount for the period such amount remains outstanding.
 - (2) Beyond 30 days upto a period of 60 days: The Operator shall be liable to pay to BMC interest @2.00 Percent Per Month on the outstanding amount for the period such amount remains outstanding.
 - (3) Any default beyond 60 days: The License Agreement is liable to termination. and security deposit shall be forfeited and action as per clause 1.7 of this bid documents will be initiated.
27. Bidder/ Pay & Park Operator shall note that if G.S.T.(Goods Service Tax) is made applicable from 1.7.2017. Hence responsibility of payment of G.S.T. lies with the bidder/ pay & park operator. Bidder should quote monthly License fee Excluding taxes and Shall pay GST, TCS & other applicable taxes to BMC.
 28. Bidder shall note that he will not entitle for any claim/ compensation if any parking lot are closed permanently due to any reason in future during the contract period.
 29. The case regarding On Street Pay and Park Scheme has been filed under Writ Petition (L) 2155 of 2018 by Shri Mohammad Atique Sheikh Vs. B.M.C. The case was taken on board by Hon. High Court on 29/06/2018 and Hon. Court has passed the order as 'Heard the learned counsel

appearing for the petitioner. Place the petition on scheduled date after all office objections are removed. All further steps taken in the tender process will be subject to further orders which may be passed in this petition'. In this case, all further steps taken in the tender process will be subject to further orders passed in this petition.

SECTION – 16

Plan for On Street Pay and Park site at Vinay K Shah & Goenka Marg in ‘A’ Ward

**NOTE: THE TENDER DRAWINGS ARE AVAILABLE FOR INSPECTION IN
THE OFFICE OF DY.CH.E (TRAFFIC)**



Office of the
 Dy. Ch. Eng. (Traffic),
 New Stores Building,
 1st Floor, Near Worli Naka
 Dr. E. Moses Road,
 Worli, Mumbai-400 018.

N
 SCALE: N.T.S.

[Signature]
 Assistant Engineer
 (Pay & Park)
 S.E.(P+T)

NOTE:-
 PAY & PARK AREA SHOWN THUS — 1312 Sq.Mts
 (PARALLEL PARKING)
 TOTAL AREA OF PARKING 1312 Sq.Mts
 1312.0 Sq.Mts

MUNICIPAL CORPORATION OF GREATER MUMBAI	
DEPT.:	EE(T&C)/Dy.Ch.E (Traffic)/Ch. E(Rd & Tr.)
SUBJECT:-	PAY & PARK SCHEME
TITLE:-	VINAY K SHAH MARG & GOENKA MARG.
WARD:-	'A' WARD
DATE:-	20/08/2009
FIGS. NO.:	EET&C/16/'A' WARD/PAY & PARK

SECTION – 17
FINANCIAL BID FORM

(FORM 'B')

Financial Bid Form 'B'

Sub: E-Tender To run the on street Pay & Park Lot for Vinay K Shah & Goenka Marg in A ward

Due Date of E-Tender: As on cover page.

Sr. No.	Brief description and office estimate
1.	To run the Pay & Park Lot for no.- LMV: 121, and Two wheeler: 54 in 'A' ward, category - A

I/We have received, read and am/are agreeable to the content of page no. 01 to page no 117 including bid amount and Pay & Park Location plan while quoting Minimum Monthly License Fees offered. I/We have considered the contents of the documents contained in the above mentioned pages and into thereof, I/We have signed the documents.

Name and Title of Signatory:

Name of Tenderer(s) :

Address:

E-Mail Address of the firm:

Telephone numbers:

**Digital Signature of Tenderer(s)
Trading under the Name and style of**

(A separate sheet must be filled, scanned and uploaded in packet B along with e-tendering)