



BRIHANMUMBAI MUNICIPAL CORPORATION (BMC)

E-TENDER FOR

**Name of Work : APPOINTMENT OF CONSULTANT FOR
TAXATION WORK**

Website : <https://gem.gov.in/>

Office of : CHIEF ACCOUNTANT (TREASURY),
BRIHANMUMBAI MUNICIPAL CORPORATION (BMC),
HEAD OFFICE, 1ST FLOOR, ANNEXE BUILDING,
MAHANAGARPALIKA MARG, OPP. CSMT STATION,
FORT, MUMBAI – 400001.

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BRIHANMUMBAI MUNICIPAL CORPORATION (BMC)

Chief Accountant Department (Treasury)

AMC (P)/ 4115 / Dated.28.09.2026

E - TENDER NOTICE

Sub:- E-Tender for Appointment of Consultant For Taxation Work.

Bid Invitation No. : GEM/2026/B/7917769 dt.01/10/2026

This tender document is not transferable

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint consultant for Income Tax and Profession Tax consultancy, return filing and allied work from consultants of reputed, multidisciplinary organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies/LLP registered under the Indian companies' Act 2013.

The application form can be downloaded from Government e Marketplace (GeM) (<https://gem.gov.in/>). All the interested bidders shall submit their bid through online bidding process on Government e Marketplace (GeM) (<https://gem.gov.in/>). No bid will be accepted / received in physical or any other mode.

This tendering process is covered under Information Technology, Act & Cyber Laws as applicable. Before entering in to online tendering process, the bidders should complete the registration process so as to get User ID for E-tendering links. For this, the bidders can go through Government e Marketplace (GeM) (<https://gem.gov.in/>).

Name and Nature of work	Contract period	E-Tender fees	EMD	Date of issue & sale of tender	Last date & time for sale of tender
Appointment of Consultant for Income Tax and Profession Tax Work In BMC	36 months	Rs.7,986/- + 9%CGST + 9%SGST	Rs.77,616 /-	27.08.2026 From 12:00 hrs	04.09.2026 Upto 12:00 hrs

The bidder has to pay Tender fee of Rs.7,986/-+18%GST to participate in the bid. The bidder will also be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs. 77,616 /-(Rupees Seventy Seven Thousand Six Hundred and sixteen only)** ("EMD") refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security / EMD shall be retained. The successful bidder is mandated to get registered with The Brihanmumbai Municipal Corporation(BMC).Vendor Registration is to be done from Central Purchasing Department (CPD),Office located at Byculla,Bakriadda,Mumbai.

The Brihanmumbai Municipal Corporation's procurement process through the Government E-Marketplace (GeM) Portal, an integrated facility for receiving the earnest money deposit and tender fees from participating bidders/tenderer's is not available. Therefore, bidders shall be required to upload a scanned copy of Demand Draft (DD) towards the earnest money deposit (EMD) and tender fees in technical envelope 'A'. Further while carrying out the tendering process on the GeM portal the earnest money deposit (EMD) and tender fees shall be obtained from the prospective bidder/ tenderer after the last date for submission of bids and before opening the technical envelope 'A', in the form of sealed envelope containing the demand draft and the same shall be received by the Office of Chief Accountant (Treasury) Brihanmumbai Municipal Corporation. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.

The Brihanmumbai Municipal Corporation(BMC) reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof,same shall not be subject to review by any court (s).

As per TWO Packet systems , the document for Packet 'A / B 'is to be uploaded by the bidder in vendors document online in one folder. Packet 'A/B & C' shall be opened on dates as mentioned in Header Data .All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the Office of Chief Accountant (Treasury),Brihanmumbai Municipal Corporation (BMC) Head Office, 1ST Floor, Annexe Building,Mahapalika Marg, Opp. CSMT Station, Fort, Mumbai – 400001.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 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-procurement system of Government E-Marketplace (GeM) Portal (<https://gem.gov.in/>)

Bidders shall note that any Addendum / Corrigendum issued regarding this E-Tender notice will be published on the Government E-Marketplace (GeM) Portal (<https://gem.gov.in>) only. No corrigendum will be published in the local newspapers.

Bidders are also advised to refer and Help for Bidders available at https://gem.gov.in/training/training_module and <https://gem.gov.in/support/sellers> for further details about the e-Bidding process.

For any assistance on use of e-Bidding system, kindly contact help desk number 022-24811275, Email: mahatenders.it@mcgm.gov.in

The Applicants interested for the above referred works may contact the Chief Accountant (Treasury) at the following address on any working day during the office hours.

CHIEF ACCOUNTANT (Treasury),
BRIHANMUMBAI MUNICIPAL CORPORATION (BMC),
HEAD OFFICE, 1st FLOOR, ANNEXE BUILDING,
MAHANAGARPALIKA MARG, OPP. CSMT STATION,
FORT, MUMBAI – 400001, Email_id : dycap@mcgm.gov.in

sd/-	sd/-	sd/-	sd/-
Dy.C.A. (W.S.S.D)	Dy.C.A.(Treasury)	Dy.C.A.(P.P.Cell)	Dy.C.A.(Education Fund)

<u>HEADER DATA</u>	
Tender Bid No.	GEM/2026/B/7917769 dt.01/10/2026
Name of Organization	Brihanmumbai Municipal Corporation(BMC)
Subject	Appointment of Consultant for Direct Taxation Work
Tender Fees	Rs.7986 + GST (18%)
Cost of E-Tender (Estimated Cost)	Rs.45,79,344 /-(including GST)
Bid Security Deposit (EMD)	Rs. 77616 /-
Bid Validity	180 Days from the date of opening of the Tender
Date of issue and sale of tender	01/10 /2026 AT 12.00 HRS.
Last date & time for sale of tender & Receipt of Bid Security Deposit	Dt. 14.10.2026 at 12.00 P.M..
Submission of Packet A / B & Packet C (Online)	Dt. 15.10.2026 Upto 12.15 P.M.
Online Opening of Packet A/B	Dt. 15.10.2026 upto 12.30 P.M.
Online Opening of Packet C	Dt. 19.10.2026 At 12.00 P.M.
Address of Communication	DY. C.A. (PP Cell) BRIHANMUMBAI MUNICIPAL CORPORATION (BMC),HEAD OFFICE, 1 st FLOOR,ANNEXE BUILDING,MAHANAGARPALIKA MARG, OPP. CSMT STATION,FORT, MUMBAI – 400001. PHONE NO:- 022-22620251 (EXTN:- 4891)

This tender document is not transferable.

Affixing of digital signature anywhere while submitting the bid shall be deemed to mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid / bids offered by the vendor which shall include acceptance of special directions / terms and conditions if any, incorporated.

SECTION 1

BIDDING DATA

E-Tender No. & Date : GEM/2026/B/7917769 dt.01/10/2026

E-Tender for Appointment of Consultant for Direct Taxation work

On behalf of The Brihanmumbai Municipal Corporation(BMC), Hon'ble Municipal Commissioner has invited ONLINE applications from eligible firms for **Appointment as Consultant for Direct Taxation work**. Details regarding eligibility and scope of services are available in this document.

Intending bidders may obtain a copy of the E-Tender document from **the Government E-Marketplace (GeM) Portal (<https://gem.gov.in>)**. The Bid must be submitted online by the applicant.

A complete set of documents may be downloaded by the bidder upon payment of non-refundable tender fee.

Special instructions to Bidders for E-Tendering is at Section 6.

The techno-commercial bids shall be opened on the stipulated date and time in E-Tender Notice . Financial bid of only technically qualified bidders (eligible bidders) will be opened on a later date based on the scrutiny of the Techno-commercial bids. The opening date and time of financial bid of eligible bidders shall be intimated in E-Tender Notice.

The Brihanmumbai Municipal Corporation(BMC) reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof, same shall not be subject to review by any court (s).

If any bidder fails to comply with any of the above mandatory conditions or fails to submit relevant original documents on call, within three working days, which have been scanned and uploaded with the bid, the tender will be treated as Non Responsive.

Tenderer shall note that if the condition in “ General Instructions” and “Articles of Agreement” available in Government e Marketplace (GeM) (:<https://gem.gov.in/>) portal are in variance with the condition contained in the tender document, the condition of the tender document shall prevail.

SECTION 2

E-Tender No. & Date : GEM/2026/B/7917769 dt.01/10/2026

E-Tender documents List

The Brihanmumbai Municipal Corporation(BMC)

Please find enclosed herewith **E-Tender documents** for the above work as detailed below:

Sr. No.	Title	Section	Page No.
1	Notice Inviting E-Tender	---	3
2	Check List	Sec - 5	12
3	Instruction to bidders	Sec - 6	13
4	Conditions of Contract	Sec - 7	21
PART – A (TECHNO-COMMERCIAL BID) : (Packet A / B)			
5	Special terms & conditions of contract	Sec - 10	35
6	Technical Bid	Sec - 13	42
7	Bid Form Part A / B	Sec - 15	45
8	Letter of Authorization for attending bid opening	Annex. - 7	61
9	Indemnity Bond on Rs.500/- Stamp Paper	Annex. - 14	79
PART – B (FINANCIAL BID) : Packet C			
10	Financial Bid	Sec - 14	44

Before submitting the E-Tender document bidders are requested to read the same carefully. Incomplete/inaccurate documents which do not conform to the E-Tender requirement or where the questionnaire has not been properly filled by shall not be accepted.

You are advised to complete the E-Tender document in all respects as per instructions contained therein. The enclosed document must reach well before closing time at the address stated above for the purpose of consideration if online bid opening does not get materialized at a later date to be notified to all the bidders.

SECTION 3

E-Tender No. & Date : GEM/2026/B/7917769 dt.01/10/2026

Nature of the Item / Work and Period of Work

E-TENDER FOR APPOINTMENT OF CONSULTANT FOR DIRECT TAXATION WORK :

S. No.	Nature of the Item / Work and Period of Work
1.	Consultancy Services for Direct Taxation work of The Brihanmumbai Municipal Corporation (BMC) from 16th November, 2026 to 15th November, 2029 (36 months)

E-Tender No. & Date : GEM/2026/B/7917769 dt.01/10/2026

E-TENDERING ONLINE SUBMISSION PROCESS

The Government e-Marketplace (GeM) is an online procurement platform launched by the Government of India to facilitate transparent, efficient, and paperless procurement of goods and services by Central and State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, and Local Government Institutions. GeM serves as a unified digital marketplace where government buyers can procure a wide range of products and services directly from registered sellers and service providers.

The portal promotes transparency, competition, and value for money by offering features such as e-bidding, reverse auction, demand aggregation, online contract management, and end-to-end digital payment mechanisms. GeM enhances efficiency in public procurement while ensuring compliance with government procurement policies and fostering greater participation of MSMEs, startups, manufacturers, traders, and service providers.

The Online Bid Submission Process on the GeM Portal enables registered sellers and service providers to participate in government procurement opportunities in a secure, transparent, and time-bound manner. Through this electronic procurement system, bidders can view bids published by government buyers, download bid documents, seek clarifications, upload technical and financial proposals, and submit bids online without any physical interaction.

The website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by **Government E-Marketplace (GeM) Portal** (<https://gem.gov.in>). Bidders are also advised to refer Help for Bidders available at https://gem.gov.in/training/training_module and <https://gem.gov.in/support/sellers> for further details about the e-Bidding process.

1. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
2. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
3. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
4. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

5. 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 Government E-Marketplace (GeM) Portal (<https://gem.gov.in>) .
6. Due to any unforeseen circumstances if any of the date mentioned in the header data is declared as public holiday, in that case all the dates* will get shifted by one day or next working day.
7. As the entire tendering procedure is online process; the physical submission of documents except demand draft for EMD and Tender fees shall not be entertained.

SECTION 5

E-Tendering No. & Date : GEM/2026/B/7917769 dt.01/10/2026

CHECK LIST :

Bidders are requested to check that the following documents are submitted with the bid. This check List should also be submitted (with Yes/ No) with the bid.

Sr. No.	Documents Enclosed	Yes / No
1	Certificate of Incorporation of Firm	
2	Partnership Deed	
3	Duly Notarized General Power of Attorney on non-judicial stamp paper of Rs.500/- General Power of Attorney in favor of the signatory in case of Partnership Firm duly notarized given by all partners in case of Partnership Firm	
4	Documents of proof as required in eligibility criteria for each sub-clause (Clause 2 of Section 6)	
5	Copy of Registration Certificate of GST & Profession Tax	
6	ESIC / EPF Certificate (If applicable)	
7	Photocopy of PAN	
8	Financial Bid (In separate sealed envelope)	
9	Bid Form (Section-15)	
10	Name of Bank, Branch of Bank, IFSC / MICR Code and Account No. for e-payment	
11	Clause by Clause Compliance Certificate	
12	All Documents at Annexure 1- 15	
13	Annual Reports (Clause No. 7.9 of Section 6)	
14	All other documents mentioned in clause 7 of Section 6	
15	Demand Draft for EMD and Tender fees	

(Name and Sign. of the bidder with seal)

INSTRUCTIONS TO BIDDERS :

A. INTRODUCTION**1. DEFINITIONS :**

- “**The BMC**” means The Brihanmumbai Municipal Corporation(BMC).
- “**The Bidder**” means the firm who participates in this E-Tender and submits its bid for the same.
- “**The Letter of Intent**” means the intention of The Brihanmumbai Municipal Corporation(BMC) to place the work order on the bidder.
- “**The Letter of Award of Work**” means the award of work by The Brihanmumbai Municipal Corporation(BMC) to the Bidder signed by The Brihanmumbai Municipal Corporation(BMC) including all attachments and appendices thereto and all documents incorporated by reference therein. The Letter of award of work along with the Letter of Intent and bid documents constitute the contract.
- “**Firm**” shall mean a firm (As defined in Chartered Accountants Act, 1949 or Partnership Act **including LLP act**) rendering accounting, taxation, Information Technology and regulatory services for a minimum period of five years.
- “**Turnover**” shall include only gross receipts (excluding service tax) from provision of services **but shall not include other income, by whatever name called.**

Words, terms and expressions not specifically defined herein or in e-tender documents shall have the same meaning assigned to them in the Indian Contract Act, 1872 or The General Clause Act, 1897 as the case may be. Head notes are for convenience purpose only and shall not affect the interpretation or construction of any provision here of bid documents.

2. ELIGIBILITY CONDITIONS :

- 2.1 The Bidder must be Chartered Accountant partnership firm/Company and should have been in business of consulting/Auditing/Accounts/Taxation services in India and having Registered Office in **Mumbai** at least for the last five years including this year. Copy of Firm/Company Constitution Certificate and other details of offices etc. should be attached.
- 2.2 The Bidder should have an average annual turnover (audited) **of INR 100 lakhs or more** in last three financial years i.e. 2023-2024, 2024-25 and 2025-2026 as per latest audited financial statement. This turnover of the firm should be supported by audited balance sheet or certified annual report.
- 2.3 The bidder should have an experience of providing direct taxation services to **at least 2 clients** having turnover of more than **Rs. 100 lakhs** and expertise to provide direct/indirect taxes, etc. to any **Government or Public Sector Organisation.**
- 2.4 The bidder should employ or engage adequate number of qualified and experienced Chartered Accountant. A provisional and indicative list of minimum professional staff deployment by consultant will be as under:
 - The bidder shall deploy **two key team members** for the project. These team members must be employees of the bidder and must possess a professional qualification such as **Chartered Accountant (CA)**. They should have a minimum of **10 years of relevant experience in direct taxation.**
 - Assisting staff:- Four or more qualified personnel for overall control, co-ordination of project.
 - One personnel preferably with IT background to assist in developing software IT solutions and integration with GST network. Preferably knowledge of SAP.
 - More staff as may be considered necessary for satisfactory management execution and completion of the entire project have to be deputed by the consultant.

The bidder shall ensure that atleast 1 of its designated key personnel having professional qualification of CA with minimum experience of 10 years in direct taxation is deployed in the allotted location of The Brihanmumbai Municipal Corporation(BMC)Office during office hours (10:00 a.m. to 6:00 p.m.) and remains available, as and when required by The Brihanmumbai Municipal Corporation(BMC) officials, for carrying out direct taxation related activities.

The bidder firm shall possess valid:

- Goods and Services Tax (GST) Registration Certificate; and
- Profession Tax Registration Certificate.

Copies of the above certificates shall be submitted as documentary proof.

Language Proficiency-The team members deployed by the bidder firm shall have working knowledge of the **Marathi language**.

Infrastructure Requirements -The bidder firm shall have its own office infrastructure:

- Computers/Laptops;
- Printers and related office equipment; and
- Necessary stationery and office supplies, etc

3. SCOPE OF WORK AND DELIVERABLES :

The indicative scope of work in connection with **Income Tax**, as per The Income Tax Act, 1961, The Income Tax Act 2025 and for **Profession Tax**, as per The Profession Tax Act, 1975. For details refer **Section– 10** (Scope of work).

TIMELINES: The entire assignment has to be completed as per time specified. The continuation and duration of the tasks will be at the sole discretion of The Brihanmumbai Municipal Corporation(BMC). The Brihanmumbai Municipal Corporation(BMC) may decide to alter the timelines for any of the task stated above and consequently the payment schedule will also be revised accordingly.

4. PAYMENT TERMS :

The terms of payment will be as under:

- No Advance payment will be made.
- Payment will be made on the **quarterly basis** (for 36 months+GST as applicable)
- Though the quarterly offer of the consultant is to be accepted, payment will be made only on the basis of satisfactory completion of individual work as defined in the tender will be assigned to consultant as per necessity of work and situation.
- No work order shall exceed over the total sanctioned contract cost.
- Work order for specific work will be issued to the consultant and payment will be released accordingly.

5 COST OF BIDDING :

The bidder shall bear all costs associated with the preparation and submission of the bid. The Brihanmumbai Municipal Corporation(BMC) will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS :

6 DOCUMENTS COMPRISING THE BID

- 6.1** The advisory and programmer implementation services required to be given, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include
- 6.1.1** E-Tender Notice
 - 6.1.2** Instructions to bidder
 - 6.1.3** General (Commercial) conditions of the contract.
 - 6.1.4** Special Terms & Conditions of Contract
 - 6.1.5** Technical Bid.
 - 6.1.6** Financial Bid.
 - 6.1.7** Letter of authorisation to attend bid opening.
 - 6.1.8** Indemnity Bond
 - 6.1.9** Bid Form
- 6.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

C. PREPARATION OF BIDS

It shall be a two packet system, whereby the bidder shall submit the Technical bid(Packet A& B) and Financial bid (Packet C) Online.

7 DOCUMENTS REQUIRED :

The technical bid prepared by the bidder shall comprise the following components :-

The packet A/B shall contain scanned certified copies of following documents:-

1. Valid Registration Certificate
2. Solvency certificate Rs.10 lakhs from the Nationalized/Scheduled banks should not be more than 6 months prior to due date of tender.
3. Certificate of Practicing (COP) from member of ICAI
4. Attested copy of Valid Registration Certificate under ESIC Act 1948.
5. Attested copy of Valid Registration Certificate under EPF & M Act 1952.
6. Attested Copy of GST and Profession Tax Registration certificate.
7. Attested copy of Pan card of Firm and their Partners.
8. Latest partnership deed in case of partnership firm duly certified by chartered Accountant and duly registered with Chief Accountant (Treasury) of Brihanmumbai Municipal Corporation

9. Annual report for last three financial year i.e. F.Y. 2023-2024, 2024-25, 2025-26 together with copies of Audited account of the bidder.
10. Organizational chart and Infrastructural details of the firm.
11. Bid Form.
12. Documents of proof as required in the Eligibility criteria.
13. Checklist duly filled up.
14. E-Tender document signed on all pages.
15. Name of the Bank, Branch, MICR Code, IFS Code & Account No. for e-payment.
16. General Power of attorney in favor of the signatory in case of Partnership firm duly notarized given by all partners.
17. Particulars about the bidder. (Annexure - 1)
18. Undertaking for mandatory condition. (Annexure - 2)
19. Declaration by the bidder regarding eligibility and acceptance of term and conditions of the tender. (Annexure- 4)
20. Attached certified copy of banks A/c for the last three years issued by the bank.
21. Copies of the registration certificate of Offices/Branch offices in Mumbai.
22. Documents substantiating all Eligibility criteria in clause 2 of section 6.
23. Annexure 1 to 15.
24. Annual report for any three out of last five years starting from F.Y.2023-24 to 2025-26 having minimum Turnover of Rs.1 Crores.
25. Demand Draft of Tender Fee and EMD.

Bidder shall categorically provide their e –mail id in packet A/B

If it is found that the bidder has not submitted required documents in Packet A/B then, the shortfalls will be communicated to the bidder through email only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

IMPORTANT DIRECTIONS (After Packet C) :

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2. In case of multiple L1 bidders against a service bid, the **Government E-Marketplace (GeM) Portal (<https://gem.gov.in>)** will use 'Run L1 selection' feature to select successful L1 bidder. The 'Run L1' feature would randomly identify a L1 seller. This feature works on pseudorandom number generator algorithms which is the system generator based on linear congruential algorithm.

D. BID PRICES – C Packet :

8. ONLINE FINANCIAL OFFER :

8.1 The bidder shall give the quote for entire period of contract and the offer shall be in Indian Rupees and payment will also be done in Indian rupees only by The Brihanmumbai Municipal Corporation(BMC). The amount shall be including all taxes but, excluding Service tax / GST which will be payable as per prevailing rate. No other expenses like TA/DA conveyance out of pocket will be not entertained.

Note: *In case after finalization or before of the contract and during the contract period, if there is any change in the tax rates of Service tax or GST ,The Brihanmumbai Municipal Corporation(BMC) will be liable to pay the difference amount of tax only to the extent the credit of it is possible/allowable under the law and over and above the same, the bidder has to bear the liability of excess amount for which credit is not allowable as per the tax laws.*

9. PERIOD OF VALIDITY OF BIDS :

Bid shall remain valid for **180 days** from the date of opening of bids prescribed by The Brihanmumbai Municipal Corporation(BMC). A bid valid for a shorter period shall be rejected by The Brihanmumbai Municipal Corporation(BMC) being non-responsive.

In exception circumstances, The Brihanmumbai Municipal Corporation(BMC) may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing.

E. SUBMISSION OF BID ONLINE :

- 10.1 All the documents uploaded in Packet A should be digitally signed and should be uploaded in pdf format only.
- 10.2 Documents to be uploaded : Original scanned document (or photocopies of specific documents mentioned in respective tender schedule copy got attested from Gazette Officer of the State / Central Government.
- 10.3 Procedure for the opening of the tender folder : Packet A – Technical Bid (i.e. PacketA/B) will be opened online on the due date and due time as stated in the Tender Notice / corrigendum if any when the tenderer or his authorized representative will be allowed to remain present. Packet C-Financial Bid (i.e. Packet C) will be opened only if the Technical offer in Packet A is acceptable. In case the Technical Bid in Packet A is found not acceptable or found incomplete, the Packet C will not be opened and offer will be kept out of consideration.

The date and time of the opening of Packet C will be intimated to the respective tenderer well in advance.

F. BID OPENING AND EVALUATION :

- 11.1 Brihanmumbai Municipal Corporation(BMC) shall open technical bids in the presence of bidders or their authorized representatives who chose to attend, at 11.00 am hrs on due date. The bidder's representatives, who are present shall sign in an attendance register. Authority Letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. This bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 11.2 A maximum of Two representatives of any bidder shall be authorized and permitted to attend the bid opening.

12. PRELIMINARY EVALUATION :

- 12.1 Brihanmumbai Municipal Corporation(BMC) shall evaluate the bids to determine whether they are complete in all respects, whether the documents have been properly signed and whether the bids are generally in order.
- 12.2 Prior to the detailed evaluation, Brihanmumbai Municipal Corporation (BMC) will determine the substantial responsiveness of each bid to the bid document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Brihanmumbai Municipal Corporation (BMC) determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 12.3 A bid, determined as substantially non-responsive will be rejected by the Brihanmumbai Municipal Corporation(BMC) and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 12.4 Brihanmumbai Municipal Corporation(BMC) may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The decision of the Brihanmumbai Municipal Corporation(BMC) shall be final.
- 12.5 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If a bidder does not accept the correction of the errors, its bid will be rejected.

13. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

- 13.1 The Brihanmumbai Municipal Corporation(BMC) shall evaluate in detail and compare the bids previously determined to be substantially responsive, for technical compliance.
- 13.2 All technically qualified bidders shall be informed through the GeM Portal regarding the date and time of opening of the financial bid. The Financial bids of only the technically qualified bidders shall be opened on the GeM portal in accordance with the provisions of the GeM portal.

14. CONTACTING THE BRIHANMUMBAI MUNICIPAL CORPORATION(BMC) :

- 14.1 No bidder shall try to influence The Brihanmumbai Municipal Corporation(BMC) on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

- 14.2 Any effort by a bidder to modify his bid or influence Brihanmumbai Municipal Corporation (BMC) in The Brihanmumbai Municipal Corporation(BMC)'s bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

G. AWARD OF CONTRACT

15. AWARD OF WORK :

- 15.1 The Brihanmumbai Municipal Corporation(BMC) shall consider for award of work only those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services offered are as per e-tender specifications and the award will be made only on the basis of evaluation of bids, to the lowest quoted bidder, out of such technically eligible bidders.
- 15.2 The Brihanmumbai Municipal Corporation(BMC) is not bound to accept the lowest or any Bid and reserves to itself the right to accept or reject the whole or any part of the Bid the bidders shall deliver the services as decided by The Brihanmumbai Municipal Corporation(BMC) at the approved rates.
- 15.3 Work order shall be issued for entire contract. If performance of bidder is not satisfactory during the various phases The Brihanmumbai Municipal Corporation(BMC) reserves the rights to cancel the incomplete task of further phases. The bidder will not approach the court against the decision of The Brihanmumbai Municipal Corporation(BMC) in this regard.

16. LETTER OF INTENT / LETTER OF AWARD OF WORK (LOA) :

- 16.1 The letter of intent shall constitute the intention of The Brihanmumbai Municipal Corporation(BMC) to issue a letter of award of work to the successful bidder(s).
- 16.2 The bidder shall, within 7 days of the issue of the LOA, communicate his acceptance in writing.
- 16.3 Failure to comply with the requirement of clause 16.2 shall constitute sufficient ground. For the annulment of the acceptance of the bid and in which event The Brihanmumbai Municipal Corporation(BMC) shall feel free to issue a letter of award of work to other bidder(s) or call for fresh bids. The successful Bidder should execute an agreement of contract within 30days from the date of letter of acceptance by the bidder. It is further stated that all required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance.If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit within 30 days from the date of letter of acceptance received by him.

17. SIGNING OF CONTRACT :

The issue of letter of award of work shall constitute the award of contract on the bidder.

18. RIGHT TO CANCEL THE CONTRACT :

The Brihanmumbai Municipal Corporation(BMC) shall have right to cancel the contract wholly in the event of any decline, diminution, curtailment or stoppage of the work(s). In that event, this will be mutually discussed and settled depending upon the status of the contract and decision of The Brihanmumbai Municipal Corporation(BMC) shall be binding upon the bidder.

19. NON PERFORMANCE :

- 19.1 The Brihanmumbai Municipal Corporation(BMC) reserves the right to disqualify the bidder for a suitable period who has failed or fails to undertake the job in accordance with the time lines agreed to and also during the course of the performance does not produce the results required and expected as per the contract terms and conditions deliver on time.
- 19.2 The Brihanmumbai Municipal Corporation(BMC) reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

CONDITIONS OF CONTRACT**1. APPLICATION :**

The general condition shall apply in contracts made by the BMC for the delivery of services.

2. CONFIDENTIALITY :

The bidder, including all personnel shall not disclose, divulge, share, discuss, lend, licence or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material ("information") supplied to or by The Brihanmumbai Municipal Corporation(BMC) in the performance of the Agreement.

3. EXCLUSIVITY:

The Agreement shall not restrict The Brihanmumbai Municipal Corporation(BMC) from contracting for identical or similar services from any other person.

4. DISCLAIMER :

The Brihanmumbai Municipal Corporation(BMC) shall not be liable for any inaccuracies in the E-Tender & its sections. The Brihanmumbai Municipal Corporation(BMC) has provided its best efforts to give the details according to its best knowledge and experience. If any details changes, The Brihanmumbai Municipal Corporation(BMC) shall provide notice so that the proposals may be altered accordingly.

5. PERSONNEL :

1. All parts of the services(s) shall be performed by persons qualified and skilled in performing such services.
2. The Bidder shall replace any of its personnel if they are unacceptable to The Brihanmumbai Municipal Corporation(BMC) because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the Brihanmumbai Municipal Corporation(BMC).
3. The Bidder shall pay the wages and benefits of any personnel. Nothing contained or implied in any forthcoming Agreement shall create any contractual relationship between the bidder's personnel and The Brihanmumbai Municipal Corporation(BMC). There will not be employer/employee relationship Personnel deployed by the bidder should not claim for the job in BMC.
4. The Brihanmumbai Municipal Corporation(BMC) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel, agents of the Bidder.
5. The bidder shall ensure that atleast 1 of its designated key personnel having professional qualification of CA with minimum experience of 10 years in direct taxation is deployed in the allotted location of The Brihanmumbai Municipal Corporation(BMC)Office during office hours (10:00 a.m. to 6:00 p.m.) and remains available, as and when required by The Brihanmumbai Municipal Corporation(BMC) officials, for carrying out direct taxation related activities.
6. The vendor shall replace immediately any of its personnel who is found unacceptable to The Brihanmumbai Municipal Corporation (BMC) because of security risks, incompetence, conflicts of interest, improper conduct, non performance as per scope of work etc. upon receiving written notice from the Brihanmumbai Municipal Corporation.

7. The delay in providing a substitute immediately would attract a penalty @Rs.2000/- per employee per day on the vendor.
8. The bidder shall strictly comply with the security rule of the The Brihanmumbai Municipal Corporation(BMC) in force and obtain necessary photo identity card from The Brihanmumbai Municipal Corporation(BMC) by completing the required formalities for entering the premises of BMC. Company's staff working on The Brihanmumbai Municipal Corporation(BMC)'s project will not be allowed to enter in BMC without having identity card by The Brihanmumbai Municipal Corporation(BMC). These cards are to be constantly displayed & loss of the same should be reported immediately to The Brihanmumbai Municipal Corporation(BMC) security office along with the copy of complaint lodged with nearest police station. It is the responsibility of the bidder to intimate and handover the I Card to The Brihanmumbai Municipal Corporation(BMC) after the said staff has been removed/ resigned/ discontinued from the project.

6. INTELLECTUAL PROPERTY:

1. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the Bidder, (including all Personnel) for The Brihanmumbai Municipal Corporation (BMC) or provided to the Bidder by BMC shall be the exclusive property of The Brihanmumbai Municipal Corporation (BMC) and shall be kept confidential.
2. The Bidder shall not disclose any information or report related to this assignment to any person or group of persons without the written direction of The Brihanmumbai Municipal Corporation (BMC).
3. The Bidder shall not retain any information related to the Assignment, in any medium, and shall return all copies.
4. All information and documents supplied to the Bidder under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of The Brihanmumbai Municipal Corporation(BMC) and shall be returned upon completion of contract.
5. All materials prepared at the request of and for The Brihanmumbai Municipal Corporation (BMC) shall remain the property of The Brihanmumbai Municipal Corporation(BMC) except with the written consent.

7. PAYMENT TERMS :

1. Payment will be done on satisfactory completion of scope of work as defined in Section 10 of the E-Tender document.
2. All payments will be made in Indian Rupees only.
3. No payment shall be made for non-satisfactory services provided which is w/o prejudice to The Brihanmumbai Municipal Corporation(BMC)'s right to resort to other punitive measures.
4. As per BMC circular No .C.A./Finance/Project/28,Dated.28.03.2023,"the bidder shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable

at the time of bid submission. GST as applicable shall be paid separately on submission of bills / invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by The Brihanmumbai Municipal Corporation (BMC). However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the The Brihanmumbai Municipal Corporation (BMC) by way of equivalent reduction in quoted price.” Further all provisions of GST Act applicable to this tender” Wherever the services to be provided by the tenderers, should be inclusive of taxes/duties/cess other than GST. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/ any other levies/ tolls etc. Except that payment/ recovery for overall market situation shall be made as per price variation. And if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by The Brihanmumbai Municipal Corporation (BMC) where as any reduction in the rate of GST shall be passed on to BMC as per the provision of GST act.”

5. Note: In case after finalization or before of the contract and during the contract period, if there is any change in the tax rates of Service tax or GST , The Brihanmumbai Municipal Corporation(BMC) will be liable to pay the difference amount of tax only to the extent the credit of it is possible/allowable under the law and over and above the same, the bidder has to bear the liability of excess amount for which credit is not allowable as per the tax laws.
6. **Mode Of Payment:** All payments under the contract will be made only through RTGS/NEFT/CBS only.
7. **Paying authority:** Chief Accountant (Finance).

8. **PRICES:**

Prices charged by the Bidder for services performed under the contract shall not be higher than the amount quoted by the Bidder in his Bid.

9. **DELAYS IN THE SUPPLIER’S PERFORMANCE:**

1. Deliveries and performance of the services shall be made by the bidder in accordance with the time schedule specified in the Letter of Intent (LOI)/Letter of Award of work (LOA). In case the deliveries of services are not completed in the stipulated delivery period, as indicated in the LOI/LOA, The Brihanmumbai Municipal Corporation (BMC) reserves the right to cancel the said LOA and/or take recourse to the other provisions of the contract. . The cancellation of the order shall be at the risk and responsibility of the bidder and The Brihanmumbai Municipal Corporation (BMC) reserves the right to get the balance work completed at the risk and cost of the defaulting vendors. Delay by supplier in the performance of its delivery obligations shall render the supplier liable to termination of the contract for default.
2. If at any time during the performance of the contract, the bidder encounters condition impending timely delivery of the goods and performance of service, the bidder shall promptly notify to The Brihanmumbai Municipal Corporation (BMC) in writing the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder’s notice, The Brihanmumbai Municipal Corporation (BMC) shall evaluate the situation and may at its discretion extend the period of performance of the contract.

10. FORCE MAJEURE:

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of The Brihanmumbai Municipal Corporation (BMC) as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

11. TERMINATION FOR DEFAULT :

1. The BMC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate this contract in whole or in part
 - (i) If the Bidder fails to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the BMC pursuant to clause 9.
 - (ii) If the Bidder fails to perform any other obligation(s) under the Contract; and If the Bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the BMC may authorize in writing) after receipt of the default notice from the BMC.
2. In the event the BMC terminates the contract in whole or in part pursuant to clause 9 above the BMC may arrange to get procure, upon such terms and in such manner as it deems appropriate, same services or similar to or akin to the same services to those are not performed undelivered and the Bidder shall be liable to the BMC for any excess cost for such or similar services. However the Bidder shall continue the performance of the contract to the extent not terminated.

12. TERMINATION FOR INSOLVENCY :

If the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMC. The BMC may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder.

13. CONTRACT DEPOSIT :

The successful tenderer here after referred to as a consultant shall pay an amount of 5% of contract deposit in the form of Banker's guarantee from the Banker's approved by the Municipal Corporation Greater Mumbai & Bankers Guarantee should be valid even after 6 months of the expiry of the contract period and shall be paid within 30 days from the date of issue of letter of acceptance.

The Banker's Guarantee for contract deposit will not be accepted in broken period and same will be one completed Bank Guarantee for entire contract period + six months.

The Banker's Guarantee issued by branches of approved Banks beyond Kaylan 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, the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of Default by the contractor/supplier furnishing the banker's guarantee.

14. REFUND OF CONTRACT DEPOSIT :

Contract deposit will be refunded after 6 months after satisfactory completion of contract period.

15. BID SECURITY EMD:

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-3 bidder and downwards shall be refunded immediately after opening of financial bid but, the EMD submitted by the L-2 bidder will be returned after issuing work order to successful bidder.
- The Bid Security may be forfeited:
 - a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.

The cases wherein if the shortfalls are not complied by the consultant, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

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: a) **Curable Defect shall mean shortfalls in submission such as:**

- Non-submission of following documents,
- Valid Registration Certificate
- Valid Bank Solvency
- Registration certificate of GST.
- Certified Copies of PAN documents and photographs of individuals, owners, etc
- Partnership Deed and any other documents.
- Undertakings as mentioned in the tender document.
- No proper submission of experience certificates and other documents, etc.

b) **Non-curable Defect shall mean :**

- In-adequate submission of EMD amount,
- In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

16. BMC'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS :

BMC reserves the right to accept or reject any Bid, and to cancel or withdraw the bidding process and reject all bids, at any time prior to the announcement of the winning Bidder selected as the Consultant, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BMC's action.

17. NOTIFICATION OF SELECTION :

Prior to expiration of the period of bid validity, the Successful Bidder would be notified in writing by BMC. BMC shall endeavour to issue the Letter of Acceptance (LOA) to the Successful Bidder. BMC will also inform the unsuccessful Bidders that their Bids have been unsuccessful.

18. ACCEPTANCE OF LETTER OF ACCEPTANCE (LOA) :

Within Seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and return the same to BMC. In case, the Agreement does not get executed within 30 days of acceptance of LOA, BMC reserves the right to offer the assignment to the Bidder ranked as L2 or annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Successful Bidder shall be forfeited. However, BMC on receiving request from the Successful Bidder, may at its absolute discretion, permit extension of the aforesaid period of 30 days for execution of the Concession Agreement. BMC will notify other Bidders that their Proposals have been unsuccessful.

19. BIDS AT THE COST OF BIDDERS:

Each Bidder shall bear the cost of preparation of its own bids. BMC shall not be responsible for any reimbursements or be in any manner liable for any cost incurred by a Bidder in the preparation and submission of its bid pursuant to this E-Tender

20. CONFLICT OF INTEREST:

The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21. CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS ETC :

- (a) The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

22. CONTRACT EXECUTION:

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs 2000/- per day will be applicable to the contractor. (No penalty will be levied for extension tenure.) All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by the consultant.

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 CA(F) 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 CA(F) 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.

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 employment of BMC /Govt.

23. COMMENCEMENT OF WORK:

The vendor shall accept supply/work order from BMC against this contract. Commencement of work should be arranged within two working days of acceptance of LOA. Delay in commencement of work would attract penalty of Rs.5000/- per day.

24. PENALTY:

- All required documents for execution of contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within stipulated time a penalty of Rs. 5000/- per day will be applicable to the contractor.
- There shall be regular review regarding the performance of the consultant by BMC . In case at any stage, it has been observed / found that the performance of the consultant is unsatisfactory or discrepancies are found in the works carried out by consultant, BMC reserves the right to cancel the contract and black list the contractual firm(s) after giving due opportunity and forfeit the contract deposit.
- If BMC is fined and penalized due to consultant's wrong advice ,Bank Guarantee will be forfeited and encashed as the case may be.
- If consultant fails to solve Income tax and Profession Tax concerned issues within required days as the case may be from the day of intimation, Rs.500/-per day penalty will be imposed and will be deducted from current monthly bill.
- The bidder shall ensure that atleast 1 of its designated key personnel having professional qualification of CA with minimum experience of 10 years in direct taxation is deployed in the allotted location of The Brihanmumbai Municipal Corporation(BMC)Office during office hours (10:00 a.m. to 6:00 p.m.) and remains available, as and when required by The Brihanmumbai Municipal Corporation(BMC) officials, for carrying out direct taxation related activities and ensure consistent support for day to day consultancy work of Income tax and Profession Tax for resolving any issues quickly. If the staff is not available as and when required by BMC office Rs.2000/- penalty will be cut from the bill payment of consequent month.
- The successful bidders staff should regularly sign muster kept at Income Tax and Profession Tax Section and should strictly follow BMC office timings (Monday to Friday from 10.00 a.m to 6.00 p.m and First half day 10.00 a.m to 2.00 p.m and Second half day timing starts from 2.00 p.m to 6.00p.m).
- Work from home is not allowed and staff of bidder should always be physically present with the staff of Income Tax and Profession Tax Section especially at the time of filing monthly/quarterly/annual Income tax and Profession Tax Returns.
- Penalty will be charged if work is not completed within given time period. If work assigned / allotted to the consultant is not completed within a given time period , penalty to the extent of 0.5% per week will be levied on consultant. Penalty in such cases shall not exceed 10% of the total cost of the work order.

25. INDEMNITY:

The Bidder shall agree to indemnify and hold harmless BMC and its managers, officers, members and employees promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively "Losses") to which BMC may become subject, insofar as such Losses directly arise out of, or in any way relate to, or result from but not limited to :

1. any mis-statement or any breach of any representation or warranty made by the Bidder
2. the failure by the Bidder to fulfill any agreement, covenant or condition contained in this contract, including without limitation the breach of any of the terms and conditions of this contract by any employee or agent of the Bidder or

3. any claim or proceeding by any third party against BMC arising out of any act, deed or omission by the Bidder
4. violation of copyright/intellectual property rights of any third party by the Bidder
For the avoidance of doubts, indemnification of losses pursuant to this clause shall be made in an amount or amounts sufficient to restore BMC to the financial position it would have been if the losses not occurred.

26. PAYMENT OF LEGAL AND STATIONERY CHARGES :

The successful bidder on receipt of acceptance letter for the pre and post implementation of GST in BMC to pay legal and stationery charges to BMC as per rates prevailing on the day of payment(**Legal Department Circular no.26206 dt.31.08.2023.**)

27. STAMP DUTY :

The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives (Maharashtra Stamp act- Changes by Ordinance dated 14.10.2024).

i. As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2025, 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 :

Sr.no	Work contract	Stamp Duty
a.	Upto Rs.5,00,000/-	Rs.500/-
b.	Above Rs.5,00,000/- Upto Rs.10,00,000/-	Rs.500+0.3% on the amount above Rs.5,00,000/- maximum Rs.25,00,000/-
c.	Above Rs.10,00,000/-	Rs.500 + 0.3% on the amount above Rs.5,00,000/ maximum Rs.25,00,000/-
d.	B.G.	0.3% of tender amount

ii. The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further short fall 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 bidders 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.

28. SECRECY:

The consultant shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time

communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to carry out the said services at the risk and cost of the contractor.

29. COMPLIANCE WITH SECURITY REQUIREMENT:

The Tenderer shall strictly comply with the security rule of the BMC in force and shall complete the required formalities including verification from police and any other authorities if any and obtain necessary Photo Identity Card from BMC by completing the required formalities for entering the premises of BMC. These cards are to be constantly displayed & their loss reported immediately.

30. CONFIDENTIAL INFORMATION:

The Financial details and such other information furnished to the consultant relating to the work of Income Tax shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the consultant such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the consultant shall continue to be property of the BMC.

31. In case of the mandatory documents which are uploaded with bid, original of which, if called, shall be produced for verification within 3 days, failing which the bidder will be treated as non-responsive. Administrative and Technical Bid will be opened on the due date and due time as defined for the bid in the system. Financial Bid/commercial bid of the respective bidder submitted online will be opened only if the administrative & Technical offer in folder One (A/B packet) is acceptable.

32. The tenderers are advised to physically apprise themselves with delivery, on site Conditions and working areas if required. They are advised to get themselves sufficiently acquainted with the actual nature of providing services if required, prevalent conditions and facilities & infrastructure available.

33. This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

34. RISK & COST:

After awarding the contract if the bidder is not ready to continue with the present terms and conditions of the contract, then BMC will float a new tender for the same work on the Risk & Cost of the defaulting bidder. Differential Amount/ Additional Cost for appointing new agency will be recovered from the defaulting bidder.

35. DISPUTES:

Disputes would be resolved as per prevailing government and BMC Policies.

E-Tendering No. & Date : GEM/2026/B/7917769 dt.01/10/2026

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause 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 any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - B. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - C. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
 - D. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- E. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

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

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DISCLAIMER

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by 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.

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SCOPE OF WORK

SPECIAL TERMS AND CONDITIONS OF CONTRACT

Scope of Work:

The successful bidder should implement processes and controls for management of Income Tax Act, 1961, The Income tax Act 2025 and The Profession Tax Act, 1975. This would include assisting The Brihanmumbai Municipal Corporation (BMC) in designing necessary reports required for compliance.

A detailed Scope of Work has been defined as under:-

A. Detailed Scope of Work – Income Tax Compliance

The Brihanmumbai Municipal Corporation (BMC) TAN Nos.

- 1] Budget A MUMM01325C (Approx. Employees 85000 Nos & Contractors 25000 Nos)
- 2] Budget E MUMM01609G (Approx. Employees 10000 Nos & Contractors 6000 Nos)
- 3] Budget G MUMM18433C (Approx. Employees 10500 Nos & Contractors 1200 Nos)
- 4] Pensioner MUMM32707D (Approx. Pensioners 125000 Nos)
- 5] Non-Computer MUMM49029B (Approx. Employees 1000 Nos)

Note: The number of employees and contractors may vary during the contract period.

1. TDS Compliance and Returns :

- Verify quarterly TDS returns to ensure correctness of PAN details and applicable TDS rates as per income tax act for employees, contractors, and pensioners.
- Ensure timely deduction and remittance of TDS within prescribed due dates every month.
- Prepare and file quarterly TDS returns as per applicable Income-tax laws and regulatory provisions (Form 24Q / Form 138, 26Q / Form 140, 26QB / Form 141, 27Q/ Form 144, 27EQ, etc.) based on SAP-generated data, through NSDL, in both online and offline modes as applicable.

2. Data Validation and Accuracy :

- Validate salary, pension, and other income data provided by HR and Accounts Departments, ensuring accuracy in PAN details, deductions, rebates, tax calculations, and savings declarations as per applicable Income-tax laws and regulatory provisions.
- Ensure that TDS deductions are correctly computed considering declared investments and applicable provisions under the Income Tax Act.

3. Form Generation and Certificate Management :

- Generation of annual TRACES (as per applicable Income-tax laws and regulatory provisions) Form 16/Form 130 for employees/ pensioners PART A and PART B and upload the password protected Form 16/Form 130 in pdf format on Brihanmumbai Municipal Corporation (BMC) website as per guidelines of Information Technology Department of BMC. So employees/pensioners can download Form 16/ Form 130 from anywhere through website.
- Provide soft copies/pdf's of all generated Form 16/Form 130 for employees and pensioners (PART A and PART B)
- Generate TDS certificates for contractors/vendors (as per applicable Income-tax laws and regulatory provisions) (Form 16A / Form 131) through the TRACES portal.

4. Default Resolution and Corrections

- Identify and resolve defaults arising from short deduction, PAN errors, or prior-year discrepancies by filing revised returns until defaults are nil.
- Provide guidance and support for correction of previously filed TDS returns.
- Verify operative/inoperative status of PAN of employees, pensioners and contractors/vendors in compliance of income tax act and other applicable provisions.

5. Advisory and Consultancy Services

- Provide continuous advisory on amendments, notifications, and circulars under the Income Tax Act 1961 Income Tax Act, 2025 (as per applicable Income-tax laws and regulatory provisions).
- Offer professional opinions and guidance on TDS-related issues across all BMC departments.
- Advise on tax-saving investments, applicability/non-applicability of TDS, and measures to avoid penalties due to non-compliance or delays.
- Suggest improvements in taxation frameworks, accounting systems, organizational structures, and billing processes in line with statutory changes.

6. Litigation, Representation, and Compliance Handling

- Represent Brihanmumbai Municipal Corporation (BMC) before Income Tax Authorities including Assessing Officer, CIT (TDS), CIT(A), ITAT, and other authorities.
- Handle scrutiny assessments, notices, summons, and prosecution matters, including drafting replies and submissions within statutory timelines (e.g., under sections 133(6), 142(1), 220, etc.).
- File appeals with CIT(A) and ITAT, and coordinate with legal representatives where required.
- Provide end-to-end support in litigation, dispute resolution, and penalty matters.
- Attend and respond to all notices, including prosecution notices, issued by the Income Tax Authorities in respect of any Assessment Year during the work period

and shall continue to represent and handle such matters until their final conclusion, even after completion of the work period.

7. Income Tax Return Filing and Assessments

- File annual Income Tax Return for Brihanmumbai Municipal Corporation BMC (PAN: AAALM0042L) for income deriving by the Brihanmumbai Municipal Corporation and BEST, outside its own jurisdictional area under applicable provisions (including Section 10(20) and relevant sections of the Income Tax Act, 1961 / 2025.
- Representation of The Brihanmumbai Municipal Corporation (BMC) (PAN: AAALM0042L) before the Deputy Commissioner of Income Tax and other Income Tax Authorities in scrutiny assessment matters, including handling notices, preparing supporting documents, and attending assessment proceedings for all relevant assessment years.
- To draft reply & represent any Notices, Summons, Default Notices, Scrutiny Notices received from Income Tax Department (e.g. Notice U/s 133(6) / U/s 253 calling for information, U/s. 142(1) /, U/s. 220 , etc) within stipulated time period/statutory timeline. Handling scrutiny assessment/ Notices/ Summons/ Rectifications.

8. Foreign Remittances and Additional Compliance

- Prepare and file Forms 15CA / 15CB (or corresponding updated forms under Income Tax Act, 2025) for foreign remittances.
- Update and maintain appropriate authority details on TDS portals.

9. Audit and Stakeholder Coordination

- Coordinate with CIT (TDS) officials and other authorities for obtaining assessment orders and closure of cases.
- Assist in responding to queries raised by Income Tax Authorities, Statutory Auditors (CAG), Local Audit Fund and Internal Auditors (MCA) and other authorities.
- Address discrepancies identified during verification and ensure prompt resolution.

10. Training, Documentation, and Capacity Building

- Conduct regular training sessions/workshops for BMC officials on TDS computation and compliance requirements.
- Assist in drafting internal circulars and communication based on statutory changes.
- Provide manuals, documentation, and process guidelines for Income Tax compliance.

11. Advisory on Changes in Taxation Framework

The successful bidder shall continuously monitor amendments, notifications, circulars, and judicial pronouncements under the Income Tax Act and related regulations and shall advise the Corporation regarding necessary changes in its taxation framework, accounting practices, billing systems, and compliance procedures to ensure adherence to applicable laws and optimization of tax compliance.

12. **Advisory on TDS Compliance and Penalty Avoidance**

The successful bidder shall provide professional advice and guidance to the Corporation for timely deduction, deposit, and reporting of Tax Deducted at Source (TDS), and shall recommend appropriate compliance measures to avoid penalties, interest, or other consequences arising from delayed deposits, late filing of returns/statements, or any non-compliance under the Income Tax Act.

13. **Assistance in TDS Disputes and Penalty Matters**

The successful bidder shall assist the Brihanmumbai Municipal Corporation in addressing and resolving disputes, notices, demands, and penalty proceedings arising from incorrect or short deduction of TDS, delayed deposits, mismatches, filing errors, or any other TDS-related compliance issues, including preparation of submissions, supporting documentation, and representation before the concerned Income Tax Authorities, wherever required.

14. **For TCS Work**

The consultant shall be responsible for filing and ensuring compliance of **Form 27EQ (Tax Collected at Source - TCS)** under the provisions of the Income-tax Act. The consultant shall examine TCS-related matters and provide professional opinions, clarifications, and guidance to various departments. The consultant shall draft and reply to TCS-related emails and correspondence received from wards, hospitals, and other offices. The consultant shall remain updated with all relevant notifications, circulars, amendments, and clarifications issued by the CBDT and other authorities concerning TCS. The consultant shall also assist in drafting and issuing internal TCS circulars and guidelines to ensure timely implementation of statutory changes and compliance requirements.

15. **General Compliance and Responsibilities**

- Ensure all filings are accurate and compliant to the extent of data provided, and take responsibility for penalties arising due to consultant negligence (excluding delays or defaults attributable to BMC).
- Handle all notices, including those received during the contract period, until final resolution—even beyond contract completion, if required.
- Undertake any other incidental work related to Income Tax compliance not explicitly mentioned above

B. Detailed Scope of Work – Profession Tax Compliance

The Brihanmumbai Municipal Corporation(BMC) TIN Nos.

1 | Budget A - 27535019940P (Approx. Employees 100000 Nos)

2 | Budget E - 27285025849P (Approx. Employees 10000 Nos)

3 | Budget G - 27785025574P (Approx. Employees 10500 Nos)

Note : No. of Employees may vary in work period

- 1) Verification and confirmation of Monthly deduction of Profession Tax from salary data provided by HR Department.
- 2) Verification and Confirmation of Monthly payment of Profession Tax to Government within due dates.
- 3) Verification and Confirmation of filling of Monthly returns of Profession Tax within due dates.
- 4) To ensure payment of Profession Tax before the due dates of every month.
- 5) Timely Intimation & Consultancy on amendment/changes in the rules of Profession Tax.
- 6) Advise / Consultancy on issues raised by various departments on Profession Tax matter.
- 7) Filing of Appeals / giving replies against notices received from Profession Tax Department.
- 8) Attending Notices, Scrutiny Assessment to Profession Tax Authorities.
- 9) Monthly paid Salary data will be provided by HR-Department and other Profession Tax data will be provided by Accounts Department. Assembled data must be verified and monthly FORM-IIIB (Electronic Return under The Maharashtra State Tax on Professions Trade, Callings on Professions Trade, Callings and Empliments Act, 1975) must be generated and filed monthly online return through Maharashtra Goods and Services Tax Portal.
- 10) Attending / representing for The Brihanmumbai Municipal Corporation(BMC) TINs scrutiny assessment notices for any years received and getting prepared with supporting documents and attending to The Offices of Profession Tax Officer and other Profession Tax Authorities.
- 11) Any other urgent work related to Profession Tax, not included in the above.

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PAYMENT TERMS

Deliverables, Timeline, Payment Terms & Invoicing Procedure:-

- 1) Deliverables : As per scope of work
- 2) Timeline and Payment Term:

The Brihanmumbai Municipal Corporation(BMC) shall pay to the Consultant, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payment shall be due from The Brihanmumbai Municipal Corporation (BMC) unless specifically provided for in this contract. All payment will be made in accordance with the terms herein after described in Indian Rupees only. The payment against the invoices raised by the Consultant shall be made within 60 days after submission of invoice on the following basis :-The professional fees will be paid QUATERLY after assessing that the consultant has completed all issues related to direct taxation . The payment shall be released only after satisfactory compliance certificate from the concerned authority. No advance payment will be made.

- (A) Income Tax will be deducted at source as applicable
- (B) The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the bidder by The Brihanmumbai Municipal Corporation(BMC).

SECTION 12

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STAFF AND STAFF QUALIFICATIONS.

The bidder should employ or engage adequate number of qualified and experienced Chartered Accountant. A provisional and indicative list of minimum professional staff deployment by consultant will be as under:

- The bidder shall deploy two key team members for the project. These team members must be employees of the bidder and must possess a professional qualification such as Chartered Accountant (CA). They should have a minimum of 10 years of relevant experience in direct taxation. Experience in carrying out special investigative assignment on behalf of public sector organization Govt. organization. Advisory services in matters of taxation to Govt. companies, public companies, govt. organization. Involved in carrying out taxation works in govt. organization.
- Assisting staff:- Four or more qualified personnel for overall control, co-ordination of project. Must be Possessing qualification Equivalent to CA/ICWA/Legal qualification/inter CA. Possessing significant experience in handling taxation matters of Government / PSU's.
- One personnel preferably with IT background to assist in developing software IT solutions and integration with GST network. Preferably knowledge of SAP.
- More staff as may be considered necessary for satisfactory management execution and completion of the entire project have to be deputed by the consultant.

The bidder shall ensure that atleast 1 of its designated key personnel having professional qualification of CA with minimum experience of 10 years in direct taxation is deployed in the allotted location of The Brihanmumbai Municipal Corporation(BMC)Office during office hours (10:00 a.m. to 6:00 p.m.) and remains available, as and when required by The Brihanmumbai Municipal Corporation(BMC) officials, for carrying out direct taxation related activities.

If the staff employed or engaged by the consultant fails to meet the terms and condition of the contract/scope of the work as mentioned in section 10 and if the performance of the employees engaged by the consultant is not satisfactory then the same shall be intimated to the consultant and the consultant has to replace the employed staff as per specifications mentioned by The Brihanmumbai Municipal Corporation (BMC) within 7 days of intimation.

SECTION 13

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TECHNICAL BID

(To be submitted by the bidder)

1. Firm/ Name	
2. Headquarters / Address	
3. If Headquarters is not in India, Address of the Firm in India and details of Indian registration	
4. Date of incorporation of the firm and details	
5. Presence and locations of Offices in Mumbai	
6. Comprehensive details of experience in providing consultancy in the field of indirect taxation services	
7. The detail of bidder's experience in providing taxation services to at least 2 clients having turnover of more than Rs.100 Lakhs and expertise to provide direct/indirect tax, etc. to any Government Organisation or Public Sector.	

8. Details of Expertise and experience of team members / professionals to be deployed for the project, as per clause .	
9. Details of qualified professionals as per clause	
10. Name & Designation of the authorized signatory	
11. Detail of payment for E-Tender documents	
12. Average Turnover of Firm/ for last three years with details as per latest audited statement of accounts or certified copy of annual report	
13.GST Registration No. and PAN number	

I / We agree to

1. Deliver all the deliverables mentioned under Section 5 of this E-Tender
2. The condition that The Brihanmumbai Municipal Corporation(BMC) will provide space, connectivity, raw power supply, the access and media links to the appropriate network element(s) to facilitate the provision of the services and may provide the requisite Public IP addresses also, if required.
3. Comply with all terms & conditions of E-Tender.

(Signature of Authorized Signatory and stamp)

SECTION 14

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FINANCIAL BID

(To be submitted by the bidder)

Please quote the followings:

Total lump sum amount quoted for : INR...../-

Amount in Words :.(.....)

Note:

The work order will be issued for entire period of contract.

1. The above fee is inclusive of all taxes excluding service tax / GST.
2. All other taxes are to be borne by the Consultant. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued.
3. The above quoted lump-sum fees are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
4. The above quoted lump-sum fee are all inclusive, no separate payment shall be made for TA/DA, boarding lodging .
5. The tenure of contract will be for the period of 36 months. However, The contract for the 2nd year shall be continued only after satisfactory performance of the first year of Implementation.
6. The bidder should undertake to maintain confidentiality of the information shared with them in performing with the contractual obligation.
7. ***Note : In case after finalization or before of the contract and during the contract period, if there is any change in the tax rates of Service Tax or GST, The Brihanmumbai Municipal Corporation (BMC) will be liable to pay the difference amount of tax only to the extent the credit of it is possible/allowable under the law and over and above the same, the bidder has to bear the liability of excess amount for which credit is not allowable as per the tax laws.***

(Signature of Authorised Signatory)

Name.....

Official Seal

SECTION 15

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BID FORM

1. Bidder Details :

i) Name of the Firm

ii) Mailing Address

iii) Telephone: Mobile:

iv) Fax/ E-mail:

2. Designated contact person with details:

3. Details of experience on this work.

(Attach self-attested proof of the claim)

4. Turn over during the last three Financial

Years ended with 2023-2024, 2024-2025, 2025-2026

(Attach audited financial results/ annual reports)

5. Whether the scope has been

Implemented/taken up in any other Organisation ?

If so, give details of such Organisation.

6. What is the maximum time limit within?

Which the work will be completed?

7. State whether the services offered conform to the specifications in the **E-Tender** and subsequent Amendment, if any clearly state the deviations, If any.

8. Constitution of the Firm :

i) The Companies Act, 1956

ii) The Indian Partnership Act, 1931

Name of the Partners i)

ii)

iii)

iii) Any other Act (give details)

9. PAN No of the Proprietor / Partners :

Signature with Stamp

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TAXES

“G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The Tenderer shall quote inclusive of all taxes. It is clearly understood that The Brihanmumbai Municipal Corporation (BMC) will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers, fall under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by The Brihanmumbai Municipal Corporation(BMC) shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies/ tolls etc. except that payment / recovery for overall market situation shall be made as per price variation.”

As per BMC circular No .C.A./Finance/Project/28,Dated.28.03.2023,“the bidder shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills / invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by The Brihanmumbai Municipal Corporation (BMC). However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the The Brihanmumbai Municipal Corporation (BMC) by way of equivalent reduction in quoted price.” Further all provisions of GST Act applicable to this tender” Wherever the services to be provided by the tenderers, should be inclusive of taxes/duties/cess other than GST. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/ any other levies/ tolls etc. Except that payment/ recovery for overall market situation shall be made as per price variation. And if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by The Brihanmumbai Municipal Corporation (BMC)where as any reduction in the rate of GST shall be passed on to BMC as per the provision of GST act.”

“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM).

As per the provision of this section, “Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.”

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to The Brihanmumbai Municipal Corporation (BMC).

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

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Folder One)

Following information to be submitted along with tenders (**in Folder One**) as detailed herein below on the letterhead of the tenderer.

1. Name & Address of the tenderer.
2. Profile of the tenderer
3. Authorized e-mail address of the firm
4. Full Address of Registered Office / Head Office with Telephone Numbers, Email ID
& Fax No.
5. Full Address of Offices in Mumbai with Telephone Numbers, Email ID & Fax No.
6. Is the tenderer registered under the Companies Act or any other Act, in force?
 - a. If so, state Registration No. and furnish photo copy of Registration Certificate.
 - b. In case of Limited Companies furnish a copy of The Memorandum of Articles of Association.
 - c. Names and addresses of all the Directors of the tendering Company.
 - d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
7. Name and Designation of the Officer / Address, Telephone Number, Fax No. E-Mail Mobile Number of Primary Contact Person and Secondary Contact Person for the bid.
8. Banker of the tenderer with full address & Telephone No.:-

(Attach certified copy of A/C for the last three years issued by the bank).

9. PAN No. of the Company.(Attach attested copy of PAN card of the tenderer).

10. E.P.F. Registration No.

(Attach attested copy of registration certificate)

11. E.S.I. Registration No.

(Attach attested copy of the registration certificate)

12. GST Registration No.

(Attach attested copy of the registration certificate)

13. Profession Tax Registration No. (RC / EC)

(Attach attested copy of the registration certificate)

14. Total annual turnover for the last three Financial Years of the tenderer.

Sr. No.	Financial Year	Turnover (In Rs. Cr.)
1	2023 - 2024	
2	2024 - 2025	
3	2025 - 2026	

The bidder should have average annual turnover of at least Rs. 100 Lakh or in more for three preceding financial years. (Copy of the IT return filed during the last three financial year and copy of the Turnover / CA certificate/Profit and Loss Account statement of last three years duly certified by Chartered Accountant to be attached).

15. Number of employees on the rolls of the company

Sr. No.	Financial Year	No. of Partners	No. of Employed Members having experience in the field of indirect taxation
1	2023 - 2024		
2	2024 - 2025		
3	2025 - 2026		

The bidder should have average annual turnover of at least Rs.1 crores or more in any three out of last five financial year starting from 2023-24.(Copy of the IT return filed during the three financial year and copy of the Turnover / CA certificate/Profit and Loss Account statement of three years duly certified by Chartered Accountant to be attached).

I/We have carefully gone through the tender documents and the terms and conditions mentioned therein & are all acceptable & agreeable in its entirety to me/us.

The information /documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Full Name &Signature of authorized person
of tenderer Official Seal & Address
(on Rs.500/-stamp paper)**

Form of undertaking of Mandatory Conditions

(To be uploaded in Folder “One”)

SUB: Appointment of Consultant for Income Tax work of The Brihanmumbai Municipal Corporation(BMC).

Tender due on date :-

Mandatory Conditions of this tender:

1. Validity : Every tender shall be made open for acceptance for minimum period of 180 days from opening of the tender. Tenderer specifying validity for less than 180 days shall be rejected outright.

2. Contract Deposit :

The successful tenderer here after referred to as a consultant shall pay an amount of 5% of contract deposit in the form of Banker's guarantee from the Banker's approved by The Brihanmumbai Municipal Corporation(BMC) & Bankers Guarantee should be valid even after 6 months of the expiry of the contract period and shall be paid within 30 days from the date of issue of letter of acceptance.

The Banker's Guarantee for contract deposit will not be accepted in broken period and same will be 1 completed Banker's Guarantee for entire contract period + six months.

The Banker's 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, the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

3. Commencement of Work : The tenderer should commence the work, within specified period from the date of placing the order.

4. Acceptance of Tender : The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.

5. “THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW.”

If the tenderer does not upload scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co-operative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.14.

6. In case one or more offers with the same prices are received, the Municipal Commissioner’s decision to accept any of the offers shall be final and the said decision shall be binding on the tenderers.

I / We have gone through the “General Instruction to the tenderer”, “The Articles of Agreement”, “Copy of Undertaking for mandatory Conditions” and “Technical Offer” and I / We agree to abide the same.

Full Signature of the tenderer with

Official Seal and Address.

Declaration Cum Indemnity Bond

(To be uploaded in Folder “One”)

Tender No. : GEM/2026/B/7917769 dt.01/10/2026

Due on : . / /2026

To

The Municipal Commissioner of Greater Mumbai

Sir,

I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for assistance and guidance in Income Tax implementation and post implementation procedure at various wards/ locations in The Brihanmumbai Municipal Corporation(BMC) as mentioned in the tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items” Rates & Costs, which are herewith duly signed by me / us.

I / We _____ do hereby state & declare that I / We, whose names are given herein below in detailed with the addresses have not filled in this TENDER under any other name or under the name of any other Establishment / Firm or otherwise nor we are in any way related or concerned with any Establishment / Firm or any other person who have filled in the above case TENDER.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us, and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I /We agree to comply. I / We undertake to complete the task/assignment within the period stipulated after receiving an order.

I /We _____ have filled in the accompanying TENDER with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the EMD and blacklisting or any other penal action for giving any information which it is found to be incorrect and against the instruction and direction given in this TENDER and failure to execute the written contract.

I / We have already deposited the requisite amount of Earnest Money Deposit as mentioned in this tender Notice, in the office Chief Accountant (Finance) before due date and due time.

I / We further agree & undertake that in the event if it is revealed subsequently after the allotment of contract to me / us, that any information given by me / us in this TENDER is false or incorrect, I / We shall compensate The Brihanmumbai Municipal Corporation(BMC) for any such losses or inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I / We agree & undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me/us is withdrawn by The Brihanmumbai Municipal Corporation(BMC).

OR

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non acceptance of this tender has been first communicated to me/us and in consideration of your agreeing to refrain from so doing I/We agree not to withdraw the offer constituted by this tender before the date of communication to me/us or such notice of non acceptance, which date shall be not later than fifteen days from the date of the decision of the Standing Committee or of the Corporation, as may be required under the M.M.C. Act, not to accept this tender. And I/We agree that if contrary to the agreement contained in this clause I/We withdraw the tender before the said date the earnest money deposited by me/us as aforesaid shall be liable to forfeiture by the Municipal Commissioner of Greater Mumbai I/We also agree to the forfeiture of the said deposit if in the event of your accepting my/our tender, I/We fail to execute the contract or to make the contract deposit when called upon to do so or fail to supply the goods ordered after acceptance of my/our tender in full or in part or fail to execute the orders placed on me/us.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

Yours faithfully

Full Signature of the tenderer with

Official Rubber Stamp.

Full Name, Office & Residential Address of the Proprietor / Partners /Directors

& E-mail Address.

No.	Full Name	Office Address	Residential Address	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND ACCEPTANCE
OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS**

(To be filled in and signed by the tenderer and to be submitted on non-judicial paper of Rs, 500/-duly notarized by Notary Public. / First Class Magistrate along with bid)

To be uploaded in folder “Folder One”

AFFIDAVIT

To,

Municipal Commissioner,

The Brihanmumbai Municipal Corporation(BMC).

Sir,

Ref your Tender No:

I / we give following undertaking:

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with The Brihanmumbai Municipal Corporation(BMC), actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates, if accepted by The Brihanmumbai Municipal Corporation(BMC).
4. I / We agree to abide the regulations of The Brihanmumbai Municipal Corporation(BMC) premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.

6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in The Brihanmumbai Municipal Corporation (BMC) premises/area, if The Brihanmumbai Municipal Corporation (BMC) feels that the said person is an undesirable element or is likely to create mischief. The Brihanmumbai Municipal Corporation (BMC) will not be required to assign any reason while exercising this right and I/We shall abide by such decision of The Brihanmumbai Municipal Corporation (BMC) as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of The Brihanmumbai Municipal Corporation (BMC).
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by The Brihanmumbai Municipal Corporation(BMC), and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by The Brihanmumbai Municipal Corporation(BMC), shall constitute a binding contract between me / us and The Brihanmumbai Municipal Corporation(BMC).
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
14. I declare that I _____ in capacity as Manager/Director/Partner/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent/de-registration or any other action under the law by any Government and/ or Semi-Government and/ or Government Undertaking.

Solemnly affirmed on this _____ the day of _____ 2023 .

Full Signature of the tenderer with

Official Seal & Address

Tender No. GEM/2026/B/7917769 dt.01/10/2026

CHIEF ACCOUNTANT (FINANCE)

(To be uploaded in Folder “One”)

The undertaking to be obtained from the prospective bidders on Rs. 500 /- stamp paper along with the tender should be as under-

Affidavit in terms of condition No 14 (Incl of 14A.14B and 14 C) of Articles of Agreement and for quoted Rates

To,

The Municipal Commissioner,

For The Brihanmumbai Municipal Corporation(BMC).

Sir,

Bid No.

“I/ We----- (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We -----(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within The Brihanmumbai Municipal Corporation(BMC) also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and Blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate The Brihanmumbai Municipal Corporation(BMC) for any such losses or inconveniences caused to The Brihanmumbai Municipal Corporation(BMC), in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by The Brihanmumbai Municipal Corporation(BMC)."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, differential logistic of transport etc. considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action including forfeiture of deposit & blacklisting may be taken against me/us.

**Full Signature of the tenderer with
Official Seal & Address**

(Note: This affidavit should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number.)

PERFORMANCE CERTIFICATE

(To be uploaded in Folder “One”)

(The following certificates which must be valid and current on the due date should be uploaded.)

Past Performance Certificate in respect of Work / Assignment / Supply of

_____ To State
Government / Central Government or their undertaking / Semi Government Local Bodies / Large
Corporates **(without disclosing rates therein)** should be uploaded

“M/s _____ have completed the
work / Completed the Project / Task / Assignment / supplied satisfactorily their
_____ to our institution in _____ (month/year) and their
performance /the service support is satisfactory”.

Signature and designation of the

Authorized officer issuing performance Certificate

NOTE : Past Performance or Experience Certificate should be in the name of Bidder & not in the name of Individual.

Scanned copies shall be uploaded in the Folder “One”.

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

(To be uploaded in Folder “One”)

No.

Date :

To,

The Municipal Commissioner,

The Brihanmumbai Municipal Corporation(BMC).

Subject : Tender No. _____ due on _____

Sir,

Mr..... has been authorized to be present at the time of opening of above tender due
on _____ at _____ Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

PROFORMA OF AGREEMENT FORM

Tender due on :

Standing Committee Resolution No _____ Dated _____ / Addl. Municipal Commissioner's/

DMC's/ Sanction No. _____ Dated _____

Contract for the Appointment for Consultant for Taxation Work.

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____ Two Thousand
_____ Between _____

(Partner /Proprietor's Full Name) inhabitant/s of Mumbai, carrying on business at _____

_____ in Mumbai under the
style and name of Messer's _____ for and on behalf of himself /
themselves, his / their heirs, executors, administrators and assigns (Hereinafter called "the
Contractor/s") of the FIRST PART and Shri

.....
the Chief Accountant (Finance) (hereinafter called "the commissioner") in which expressions 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 the Chief Accountant (Finance) of the second part
and The Brihanmumbai Municipal Corporation(BMC) (hereinafter called "The Corporation") of the third
part, WHEREAS the Bidder has tendered for the Works described above and his tender has been
accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)
NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to
them in the Conditions of Contract for works hereinafter referred to:

The following documents shall be deemed to form and be read and construed as a part of this
agreement viz.

a. The said proposal.

Notice Inviting Tender

The Tender Form

Scope of works and Special Conditions

Technical Qualification Criteria

Instructions to the Tenderers

All Annexures.

Financial Bid & Rates

b. Notification of Award

c. Any other documents listed as forming part of the contract.

d. Addendum/Corrigendum

In consideration of the payments to be made by the Commissioner to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Commissioner to complete theworks in conformity in all respects with the provision of the contract.

The Commissioner hereby covenants to pay to the Bidder in consideration of the completion of works the contract sum, at times and in the in the manner prescribed by the contract.

In witness whereof the Contractors and the Chief Accountant (Finance) have hereunto set hands and the seal of the corporation has been hereunto affixed.

Signature, Sealed and delivered

By _____

Of _____

In the presence of

Witness (1) _____

Name

.....

Address The duly constituted Attorney

..... Manager

.....

.....For _____

Contractor

Witness (2) _____

Name

.....

Address

.....

.....

Signature, Sealed and delivered

By _____

Chief Accountant (Finance) in the presence of

Witness (1) _____

Name

.....

Address

.....

.....

.....Chief Accountant (Finance)

Witness (2) _____ SEAL

Name

.....

Address

.....

.....

.....

The common seal of The Brihanmumbai Municipal Corporation(BMC) was

Affixed on the

.....day of

Two thousand,.....

.....

In the presence of

(1)

.....

(2)

.....

Two Members of the Standing
Committee of The Brihanmumbai
Municipal Corporation(BMC).

Witness

.....

Municipal Secretary.....

.....

* Contract examined with the Tender and the resolution or the Standing Committee

Committee No. of and found correct.

Chief Accountant (W.S.S.D)

Chief Accountant (TREASURY)

Chief Accountant (FINANCE)

Jt. Commissioner (Finance)

BANKERS GUARANTEE

THIS INDENTURE made this _____ day of _____ BETWEEN THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____.

THE BRIHANMUMBAI MUNICIPAL CORPORATION(BMC) (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION(BMC) (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of “ _____

_____ and the terms of such tender /contract require that the contractors shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract . The B.G. Is valid upto _____ ”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2)_____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1)_____

Name and _____

address _____

WITNESS(2)_____

Name and _____ For Messer's _____

address _____

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

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

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.

2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

THE SECOND SCHEDULE TO THE RESERVE BANK OF INDIA ACT, 1934

[Sections 2(e) and 42]

STATE BANK OF INDIA and Its subsidiary Banks

- **State Bank Of India**

NATIONALISED BANKS

- Bank of Baroda
- Bank of India
- Bank of Maharashtra
- Canara Bank
- Central Bank of India
- Indian Bank
- Indian Overseas Bank
- Punjab National Bank
- Punjab and Sind Bank
- UCO Bank
- Union Bank of India

PRIVATE SECTOR BANKS

- Axis Bank Ltd.
- Bandhan Bank Ltd.
- Catholic Syrian Bank Ltd.
- City Union Bank Ltd.
- Development Credit Bank Ltd.
- Dhanalakshmi Bank Ltd.
- Federal Bank Ltd.
- HDFC Bank Ltd.
- ICICI Bank Ltd.
- IndusInd Bank Ltd.
- ING Vysya Bank Ltd.
- Jammu and Kashmir Bank Ltd.
- Karnataka Bank Ltd.
- Karur Vysya Bank Ltd.
- Kotak Mahindra Bank Ltd.
- Lakshmi Vilas Bank Ltd.
- Nainital Bank Ltd.
- Ratnakar Bank Ltd.
- IDFC First Bank Ltd.
- South Indian Bank Ltd.
- Tamilnad Mercantile Bank Ltd.

SCHEDULED URBAN CO-OP. BANKS Licensed to issued Bankers Guarantee

- Abhyudaya Co-op. Bank Ltd.
- Bassein Catholic Co-op. Bank Ltd.
- Bharat Co-op. Bank Ltd.
- Bombay Mercantile Co-op. Bank Ltd.
- Citizen Credit Co-op. Bank Ltd.
- Dombivli Nagari Sahakari Bank Ltd.
- Greater Mumbai Co-op. Bank Ltd.
- Janakalyan Sahakari Bank Ltd.
- Janata Sahakari Bank Ltd.
- Kalyan Janata Sahakari Bank Ltd.
- Kapol Co-op. Bank Ltd.
- Mahanagar Co-op. Bank Ltd.
- Mumbai District Central Co-op. Bank Ltd.
- NKGSB Co-op. Bank Ltd.
- New India Co-op. Bank Ltd.
- Parsik Janata Sahakari Bank Ltd.
- Rupee Co-op. Bank Ltd.
- Sangli Urban Co-op. Bank Ltd.
- Saraswat Co-op. Bank Ltd.
- Thane Bharat Sahakari Bank Ltd.
- Thane Janata Sahakari Bank Ltd.
- The Cosmos Co-op. Bank Ltd.
- The Shamrao Vitthal Co-op. Bank Ltd.
- The Zoroastrian Co-op. Bank Ltd.

STATE CO-OP. BANKS

- The Maharashtra State Co-op. Bank Ltd.

FOREIGN BANKS

- ABN Amro Bank N.V.
- Abu Dhabi Commercial Bank Ltd.
- American Express Banking Corporation
- Antwerp Diamond Bank N.V.
- Arab Bangladesh Bank
- Bank International Indonesia
- Bank of America
- Bank of Bahrain and Kuwait B.S.C.
- Bank of Ceylon
- Bank of Nova Scotia
- Bank of Tokyo – Mitsubishi Ltd.
- Barclays Bank Plc.
- BNP Paribas
- China Trust Commercial Bank
- Shinhan Bank
- Citi Bank N.A.
- Calyon Bank
- Deutsche Bank
- DBS Bank Ltd.
- The Hongkong and Shanghai Banking Corporation Ltd.
- J.P. Morgan Chase Bank N.A.
- Krung Thai Bank Public Company Ltd.
- Mashreq Bank p.s.c.

- Mizuho Corporate Bank Ltd.
- Oman International Bank S.A.O.G.
- Societe Generale
- Sonali Bank
- Standard Chartered Bank
- State Bank of Mauritius Ltd.

MODIFIED AFFIDAVIT FOR BEST PRICE

TENDER NO : GEM/2026/B/7917769 dt.01/10/2026

(TO BE UPLOADED IN FOLDER ‘A’)

ON RS 500 /- STAMP PAPER

To,

The Municipal Commissioner

For The Brihanmumbai Municipal Corporation(BMC)

Sir,

(Bid No. _____)

‘I/We _____ (full name in capital letters starting with surname) the Proprietor/Managing Partner/Holder of the Business Manufacturer/ Authorised Dealer for the establishment/ Firm / Registered company named herein below in details with the address have not filled in this tender under any other name are given herein below in details with the address have not filled in this tender for the establishment/ Firm / Registered company or otherwise nor are we in any way related or concerned with any establishment/ firm or any other person who have filled in the tender for the aforesaid work.”

‘I/We do hereby further undertake that we have offered the best prices for the subject supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered / Supplied the subject product/ similar product system or sub systems in the past one year in the Maharashtra State for quantity variation upto -50% or +10% at a price lower than that offered in the person bid to any other outside agencies including Govt./Semi Govt. Agencies and within The Brihanmumbai Municipal Corporation(BMC). also. Further we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information which is found to be incorrect and against the instruction and the direction given in this behalf in the tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work / contract to me / us that any information given by me/ us in this tender is false or incorrect, I/we shall compensate The Brihanmumbai Municipal Corporation(BMC) for any such losses or inconveniences caused to the Corporation in any manner and will not raise any claim for such compensation on any grounds whatsoever. i/we agree and undertake that I/We agree and undertake that I/we claim for such compensation on any grounds whatsoever I/We agree and undertake that I/We shall not claim in such case any amount by way of damages of compensation for cancellation of the contract given to me/us or any work assign to me/ us or is withdrawn by the Corporation .However in case of price difference if it is a result of differential tax structure different dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc. I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation/ differential have arisen.

In case, If the explanation submitted by me/us is unsatisfactory then action as state above including forfeiture of deposited and blacklisting may be taken against me/us.

TENDERER'S FULL SIGNATURE

WITH FULL NAME AND RUBBER STAMP

IRREVOCABLE UNDERTAKING**(on Rs. 500 /- Stamp Paper)**

I shri/Smtaged,years Indian inhabitant.
 Propri

etor / Partner / Director of M/S Resident at

.....do hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at
 This day of
 Interpreted Explained and identified by me.

DEPONENT
 BEFORE ME

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of The Brihanmumbai Municipal Corporation(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 Brihanmumbai Municipal Corporation(BMC) or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor 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 Brihanmumbai Municipal Corporation(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 others, any information provided by The Brihanmumbai Municipal Corporation(BMC) as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

“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;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“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

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Sign of bidder/ tenderer

DECLARATION CUM INDEMNITY BOND

(On Rs. 500/- Stamp Paper)

I, _____ of _____, do hereby declared and undertake as under :

1. I declare that I have submitted certificates as required to Executive (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, The Brihanmumbai Municipal Corporation(BMC) is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non-availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

Signature of Tenderer/Bidder

GRIEVANCE REDRESSAL MECHANISM

The Brihanmumbai Municipal Corporation(BMC) has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein. In packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such as application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he fees aggrieved.

Provided that after declaration of bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that , an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, The Brihanmumbai Municipal Corporation (BMC) may decide whether the bid process is required to be suspended pending disposal of such review. The Brihanmumbai Municipal Corporation (BMC) after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

The Brihanmumbai Municipal Corporation(BMC) shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid document, as the case may be.

Where The Brihanmumbai Municipal Corporation(BMC) fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of The Brihanmumbai Municipal Corporation(BMC).

1st Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./Director of particular department for the first appeal/grievances by the bidder against the decision for

responsiveness / non-responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC(CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee(GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by The Brihanmumbai Municipal Corporation(BMC).

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues :

Determination of need of procurement

The decision of whether or not to enter into negotiations

Cancellation of a procurement process for certain reasons

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac Rupees or two percent of the value of the procurement, whichever is higher.

Signature of Tenderer/Bidder with

Official Seal and Address.