



BRIHANMUMBAI MUNICIPAL CORPORATION (BMC)

E-TENDER FOR

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

Website : portal.mcgm.gov.in/tenders

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

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BRIHANMUMBAI MUNICIPAL CORPORATION (BMC)

Chief Accountant Department(Finance)

AMC (P)/ 1479 / Dated 29/05/2023.

E - TENDER NOTICE

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

Bid Invitation No. : 7200053529

Brihanmumbai Municipal Corporation(BMC) invites e-tender for Appointment of Consultant for Income Tax and Profession Tax work from the vendors. The vendors are requested to go through e-tender document on Brihanmumbai Municipal Corporation (BMC) portal viz., www.portal.mcgm.gov.in after paying **online Tender Fee of Rs.6000 + GST(18%)**. The estimated cost of e-tender is **Rs.33,30,000/- + 18%** (GST) and the vendors have to pay **Rs.66,600/- as E.M.D**. The applicants not registered with Brihanmumbai Municipal Corporation(BMC) are mandated to get registered (Vendor Registration) with Brihanmumbai Municipal Corporation (BMC) for e-tendering process and obtain login credentials to participate in the online bidding process.

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

Name and Nature of work	Contract Period	Tender Fees	EMD @ 2%	Date of Issue & sale of Tender	Last date & time for sale of tender
Appointment of Consultant for Taxation Work	37 Months	Rs.6000/- + GST (18%)	Rs.66,600/-	05.06.2023 AT 11.00 A.M.	12.06.2023 UPTO 16.30 P.M.

Bidder will be required to deposit , along with its Bid, an Earnest Money Deposit of Rs.66,600/- (the “EMD”), refundable in accordance to the relevant clause of bid document, from the Bid due date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide EMD through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the EMD. The e-tender is available on Brihanmumbai Municipal Corporation(BMC) portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per Two Packet systems, the document for Packet A/B is to be uploaded by the bidder in vendor’s document online in one folder. Packet A/B & C shall be opened on dates as mentioned in header data. All the responsible and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Chief Accountant (Finance). The packet C shall be opened if bids submission in Packet A/B satisfies / includes all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates, the same will be displayed on the Brihanmumbai Municipal Corporation(BMC) portal. (<http://portal.mcgm.gov.in>)

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

Office of :- BRIHANMUMBAI MUNICIPAL CORPORATION(BMC),
HEAD OFFICE, GROUND FLOOR,
MAHANAGARPALIKA MARG, OPP. CSMT STATION,
FORT, MUMBAI – 400001.
PHONE NO:- 022-22620251 (EXTN:- 4053)

Email id – dyca.tre@mcgm.gov.in

Email id- ao.paysheet2@mcgm.gov.in

The Brihanmumbai Municipal Corporation(BMC) reserves the rights to accept any or reject any of all the applications received for above work, without assigning any reason thereof. The information regarding above subject matter is available on the website of The Brihanmumbai Municipal Corporation (BMC).

ELIGIBILITY CONDITIONS :

- 2.1 The Bidder must be a Chartered Accountant or Chartered Accountant partnership firm/Company and should have been in business of consulting/Auditing/Accounts/Taxation services in India and having Office in **Mumbai** at least for the last five years. 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 Rs. 100 lakhs or more** in last three financial years i.e. 2019-20, 2020-21 and 2021-22 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 2 key team members deployed on the project must be employed by the bidder and its group firm who should have a professional degree i.e. CA/CS should have relevant experience of 10 years in the Direct/Indirect taxation. The team combination / constitution shall be as per following:-
1. Expertise of the 1 Key team members in the field of direct taxation of more than 5 years.
 2. Expertise of the 1 Key team members in the field of direct taxation of more than 10 years.
- 2.5 The bidder firm should have a valid GST & Profession Tax Registration Certificate. Copy of same to be attached as proof.
- 2.6 Team members of the bidder firm should have a knowledge of Marathi language.
- 2.7 The bidder firm should have their own Office equipments (Viz. Computer / Laptops, etc.) and Stationaries.

Dy. Chief Accountant (Treasury)

<u>HEADER DATA</u>	
Tender Bid No.	7200053529
Name of Organization	Brihanmumbai Municipal Corporation(BMC)
Subject	Appointment of Consultant for Taxation Work
Tender Fees	Rs.6000 + GST (18%)
Cost of E-Tender (Estimated Cost)	Rs. 33,30,000 /-
Bid Security Deposit (EMD)	Rs. 66,600 /-
Date of issue and sale of tender	05 / 06 /2023 AT 11.00 A.M.
Last date & time for sale of tender & Receipt of Bid Security Deposit	12 / 06 /2023 UPTO 16.00 P.M.
Submission of Packet A / B & Packet C (Online)	12 / 06 /2023 AT 16.15 P.M.
Opening of Packet A/B	12 / 06 /2023 AT 16.30 P.M.
Opening of Packet C	16 / 06 /2023 AT 11.00 A.M.
Address of Communication	DY. C.A. (TREASURY) BRIHANMUMBAI MUNICIPAL CORPORATION(BMC), HEAD OFFICE, GROUND FLOOR, MAHANAGARPALIKA MARG, OPP. CSMT STATION, FORT, MUMBAI – 400001. PHONE NO:- 022-22620251 (EXTN:- 4053)

The Bidder shall have to pay the Tender Fee as mentioned in the above table through online payment gateway by downloading the tender documents.

Guidelines for schedule of Bidding

This tender document is not transferable

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.

NOTE:- All the interested bidders shall submit their bid through online bidding process of The Brihanmumbai Municipal Corporation(BMC). No bid will be accepted / received in physical or any other mode.

Tenderer's pertinent attention is being drawn to the additional special instruction to the Tenderers as follows:-

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. (The guidelines are given in the Brihanmumbai Municipal Corporation(BMC) portal side under TENDER tab.**

- Technical Bid (Packet 'A') will be opened on the due date and time as defined for the bid in the system. Financial Bid / Commercial Bid (Packet 'C') of the respective bidder submitted online will be opened only if the Technical Bid of the bidder is found to be responsive. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.
- Tenderer shall note that if the condition in " General Instructions "and" "Articles of Agreement" available in e-tendering section of The Brihanmumbai Municipal Corporation(BMC) portal are in variance with the condition contained in the tender document, the condition of the tender document shall prevail.
- 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.

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

BIDDING DATA

E-Tender No. & Date : 7200053529

E-Tender for Appointment of Consultant for Taxation work

On behalf of Commissioner, The Brihanmumbai Municipal Corporation(BMC) ONLINE applications are invited from eligible firms for **Appointment as Consultant for 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 Brihanmumbai Municipal Corporation(BMC) portal <http://-portal.mcgm.gov.in>

The Bid must be submitted online by the applicant.

A complete set of documents may be downloaded by the consulting firm upon payment of online 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 for which prior notice / intimation shall be given. 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 separately.

The Brihanmumbai Municipal Corporation(BMC) reserves the rights to accept or reject any of the E-Tender without assigning any reason whatsoever and the same shall not be subject to review by any court (s).

SECTION 2

E-Tender No. & Date : 7200053529

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	14
3	Instruction to bidders	Sec - 6	15
4	General Conditions of Contract	Sec - 7	24
PART – A (TECHNO-COMMERCIAL BID) : (Packet A / B)			
5	Special terms & conditions of contract	Sec - 10	38
6	Technical Bid	Sec - 13	45
7	Bid Form Part A / B	Sec - 15	48
8	Letter of Authorisation for attending bid opening	Annex. - 7	64
9	Indemnity Bond on Rs.500/- Stamp Paper	Annex. - 14	83
PART – B (FINANCIAL BID) : Packet C			
10	Financial Bid	Sec - 14	47

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 participating firms.

SECTION 3

E-Tender No. & Date : 7200053529

E-TENDER FOR APPOINTMENT OF CONSULTANT FOR TAXATION WORK :

S. No.	Nature of the Item / Work and Period of Work
1.	Consultancy Services for Taxation work of The Brihanmumbai Municipal Corporation (BMC) from 16th July, 2023 to 15th August, 2026 (37 months)

E-Tender No. & Date : 7200053529

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

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

Start Date read as “**Sale Date**”

End Date read as “**Submission Date**”

Supplier read as “**Contractor/bidder**”

Vendor read as “**Contractor/bidder**”

Vendor Quotation read as “**Contractors Bid/Offer**”

Purchaser read as “**Department/The Brihanmumbai Municipal Corporation(BMC)**”

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

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

II. Transfer from R3 (registered contractors with The Brihanmumbai Municipal Corporation(BMC) to SRM

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

III. Online Self Registration (Temporary registration for applicant not registered with The Brihanmumbai Municipal Corporation(BMC)).

1. Vendor fills up Self Registration form via accessing The Brihanmumbai Municipal Corporation(BMC) portal.
2. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
3. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
4. Vendor creates his User ID and Password for e-tendering application.

IV. CONTRACTORS BIDDING : Applicant will Quote and Upload Tender Documents

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

As per Two Packet system, the document for Packet A/B are to be uploaded by the bidder in 'Vendor's document' online in Packet A

The bidder shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centres in The Brihanmumbai Municipal Corporation(BMC) Ward Offices.

The e-tender is available on The Brihanmumbai Municipal Corporation(BMC) portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet A/B & Packet 'C' of the bidder will be opened as per the timetable shown in the Header Data in the office of Chief Accountant (Finance).

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

The original Proposal (Technical Proposal and Financial Proposal) shall be neatly prepared and printed. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.

SECTION 5

E-Tendering No. & Date : 7200053529

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 favour 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)	

(Name and Sign. of the bidder with seal)

E-Tendering No. & Date : 7200053529

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 a Chartered Accountant or Chartered Accountant partnership firm/Company and should have been in business of consulting/Auditing/Accounts/Taxation services in India and having Office in **Mumbai** at least for the last five years. 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. 2019-2020, 2020-21 and 2021-2022 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 2 key team members deployed on the project must be employed by the bidder and its group firm who should have a professional degree i.e. CA/CS should have relevant experience of 10 years in the indirect taxation. The team combination/constitution shall be as per following:-

1. Expertise of the 1 Key team members in the field of direct taxation of more than 5 years.
2. Expertise of the 1 Key team members of more than 10 years in the field of direct taxation.

2.5 The bidder firm/ should have a valid GST & Profession Tax Registration certificate. Copy of same to be attached as proof.

2.6 Team members of the bidder firm should have a knowledge of Marathi language.

2.7 The bidder firm should have their own Office equipments (Viz. Computer / Laptops, etc.) and Stationaries.

3 SCOPE OF WORK AND DELIVERABLES :

The indicative scope of work in connection with **Income Tax**, as per The Income Tax Act, 1961 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 37 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 bid system, whereby the bidder shall submit the Technical bid and Financial bid 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.5 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.
9. Annual report for last three financial year i.e. F.Y. 2019-20, 2020-21, 2021-22 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.

If it is found that the bidder has not submitted required documents in Packet A/B then, the short-falls 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. Applicants/Bidders shall refer portal.mcgm.gov.in/tenders for “The Manual of Bid-Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to dyca.tre@mcgm.gov.in or ao.paysheet2@mcgm.gov.in. The subject shall clearly bear the following identification / title: "**Queries / Request for Additional Information : TENDER for Appointment of Consultant for Taxation Work**". Any changes in mail ID will be intimated on the portal.

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

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system.

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 or from the officer of Brihanmumbai Municipal Corporation (BMC) not below the rank of Assistant Engineer / Administrative Officer / Account Officer before uploading the same in Packet A).
- 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.
- 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 the offers, found technically suitable shall be intimated, in writing, of the date of opening of the financial bid. The bidders may attend the opening of bids.

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 The 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.

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.

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.

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by The Brihanmumbai Municipal Corporation (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

MCGM 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)
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.

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 The Brihanmumbai Municipal Corporation(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.

PAYMENT TERMS

- 7.1 Payment will be done on satisfactory completion of scope of work as defined in Section 10 of the e-tender document.
- 7.2 All payments will be made in Indian Rupees only
- 7.3 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.

Note: GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls,etc. Except that payment/recovery for overall market situation shall be made as per price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e.any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

- 7.4 **Mode Of Payment :** All payments under the contract will be made only through RTGS/NEFT/CBS only.

- 7.5 **Paying authority :** Chief Accountant (Finance).

7.6 Penalty : The work which is allotted to you must be completed in stipulated time period. Any delay in completion of work will be included in the payment amount.

8. PRICES

8.1 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

9.1 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.

9.2 If at any time during the performance of the contract, the bidder encounters condition impeding 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

11.1 The Brihanmumbai Municipal Corporation (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 Brihanmumbai Municipal Corporation (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 Brihanmumbai Municipal Corporation(BMC) may authorize in writing) after receipt of the default notice from The Brihanmumbai Municipal Corporation(BMC).

11.2 In the event The Brihanmumbai Municipal Corporation(BMC) terminates the contract in whole or in part pursuant to clause 9 above The Brihanmumbai Municipal Corporation(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 Brihanmumbai Municipal Corporation(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

The Brihanmumbai Municipal Corporation(BMC) may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder. 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 Brihanmumbai Municipal Corporation(BMC).

13 CONTRACT DEPOSIT

The successful tenderer here after referred to as a consultant shall pay an amount of 2% 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 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.
- The consultants shall pay the EMD online.
- 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 and ASD of L-2 and other higher bidders (L-3, L-4,etc.) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder become non-responsive or successful bidder, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The Bid Security may be forfeited:

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

Note : Curable defect shall mean shortfalls in submission such as :

a) Non-submission of following documents :

- i. Valid Registration Certificate
- ii. Valid Bank Solvency
- iii. Registration certificate of GST and Profession Tax.
- iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
- v. Partnership Deed and any other documents.
- vi. Undertakings as mentioned in the tender document.
- vii. No proper submission of experience certificates and other documents, etc.

b) Non-curable Defect shall mean :

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

16. The Brihanmumbai Municipal Corporation(BMC)'s Right to Accept any Bid and Reject any or all Bids

The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(BMC). The Brihanmumbai Municipal Corporation(BMC) shall endeavour to issue the Letter of Acceptance (LOA) to the Successful Bidder. The Brihanmumbai Municipal Corporation (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 The Brihanmumbai Municipal Corporation(BMC).

In case, the Agreement does not get executed within 30 days of acceptance of LOA, The Brihanmumbai Municipal Corporation(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, The Brihanmumbai Municipal Corporation(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

The Brihanmumbai Municipal Corporation(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. The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(BMC) / Govt.

23 Commencement of work

The vendor shall accept supply/work order from The Brihanmumbai Municipal Corporation(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.2000/- per day.

24 Penalty

- A. 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. 2,000/- per day will be applicable to the contractor.
- B. There shall be regular review regarding the performance of the consultant by The Brihanmumbai Municipal Corporation (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, The Brihanmumbai Municipal Corporation(BMC) reserves the right to cancel the contract and black list the contractual firm(s) after giving due opportunity and forfeit the contract deposit.

25. INDEMNITY

The Bidder shall agree to indemnify and hold harmless The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation (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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(BMC) to pay legal and stationery charges to The Brihanmumbai Municipal Corporation(BMC) as per rates prevailing on the day of payment.

(Circular No.010539 dt. 28.03.2023)

Sr. No.	Cost of Tender	Legal & Stationary Charges
1	From Rs. 10,000/- to Rs. 50,000/-	NIL
2	From Rs. 50,001/- to Rs. 1,00,000/-	Rs. 6,920/-
3	From Rs. 1,00,001/- to Rs. 3,00,000/-	Rs.11,420/-
4	From Rs. 3,00,001/- to Rs. 5,00,000/-	Rs.13,720/-
5	From Rs. 5,00,001/- to Rs . 10,00,000/-	Rs.15,970/-
6	From Rs. 10,00,001/- to Rs. 20,00,000/-	Rs.18,230/-
7	From Rs. 20,00,001/- to Rs. 40,00,000/-	Rs.20,530/-
8	From Rs. 40,00,001/- to Rs. 1,00,00,000/-	Rs.22,800/-

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.

*

(a)	Where the amount or value set forth in such contract does not exceed Rs. 10 Lakhs	Rs. 500/-
(b)	Where it exceeds Rs. 10 Lakhs	Rs. 500/- + 0.1% of the amount, above Rs.10 lakhs subject to the maximum of Rs.25 lakhs
(c)	Stamp Duty on Bank Guarantee	0.50 % on Bank Guarantee Amount

* According to G.R of Government Of Maharashtra which is published on 30.10.2017, the rates of stamp duty may vary.

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 The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(BMC) by completing the required formalities for entering the premises of The Brihanmumbai Municipal Corporation(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 and Profession Tax shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of The Brihanmumbai Municipal Corporation(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 The Brihanmumbai Municipal Corporation(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 via email, 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 Packet A/B 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 & infra structure available.
- 33.** This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

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

DISCLAIMER

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

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

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

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

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

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

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

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 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:-

Detailed Scope of the Work :

I) FOR INCOME TAX WORK :

The Brihanmumbai Municipal Corporation(BMC) TAN Nos.

- | | |
|------------------|------------------------------------------------------------------|
| 1] Budget A | MUMM01325C (Approx. Employees 80000 Nos & Contractors 80000 Nos) |
| 2] Budget E | MUMM01609G (Approx. Employees 10000 Nos) |
| 3] Budget G | MUMM18433C (Approx. Employees 13500 Nos & Contractors 2000 Nos) |
| 4] Pensioner | MUMM32707D (Approx. Pensioners 125000 Nos) |
| 5] Non-Computer | MUMM49029B (Approx. Employees 25000 Nos) |

Note : No. of Employees and Contractors may increase in work period

- 1) **Verification of quarterly TDS return to ensure correct pan number of all the employees/contractor/pensioners is considered in the return as well as appropriate TDS is deducted as per the prescribed rate of income tax act.**
- 2) **To ensure payment of TDS before the due dates of every month.**
- 3) **To ensure obtaining confirmations from vendors on their permanent account number, annually or when a new vendor is set-up.**
- 4) **Monthly paid Salary/Pension data will be provided by HR-Department and other Income will be provided by Accounts Department. Assembled data must be verified i.e. correctness regarding PAN error, Savings 80C, various deductions, rebate, tax calculation etc. and accordingly Quarterly Form 24Q E-TDS must be prepared and file return through online or Offline through NSDL.**
- 5) **Generating of annual TRACES Form 16 for employees/ pensioners PART A and PART B and also upload the password protected Form16 in pdf format on website online as per The Brihanmumbai Municipal Corporation(BMC) Information Technology Dept guideline. Such as Employee / Pensioner can download Form 16 from anywhere through website.**
- 6) **Providing softcopy of all The Brihanmumbai Municipal Corporation(BMC) TAN Form 16 data uploaded onsite for future requirement of Form16 by Employees/Pensioners.**

- 7) **Default raised due to Short Deduction or PAN error or any pending previous years short deduction demand default or on filing revised e-tds returns then revised return must be filed for any Financial Year, till default become NIL.**
- 8) **Time to time consultancy regarding amendment /changes in TDS Return or revised TDS return and any other matter related to income tax.**
- 9) **Giving suggestions regarding TDS issues arising at all The Brihanmumbai Municipal Corporation(BMC) Departments related to employees and Contractors TDS.**
- 10) **Guiding in investment eligible for deduction in calculation of Employees/Pensioners TDS.**
- 11) **Assisting in taxation issue related to contract basis consultant.**
- 12) **To ensure that appropriate TDS is deducted of Employees/Pensioners considering the investment declaration given by the respective Employees/Pensioners.**
- 13) **Coordination with CIT TDS officials and get the assessment order passed by department for TDS Notices for all financial year.**
- 14) **Filing of appeal with CIT (A), file appeal with ITAT in case order from CIT (A) is not in favor of Client and coordination with ITAT lawyer for all financial year.**
- 15) **Filing of The Brihanmumbai Municipal Corporation(BMC) PAN NO AAALM0042L Annual Income Tax Return for income derived by The Brihanmumbai Municipal Corporation(BMC) and BEST OUTSIDE its own jurisdictional area u/s 10(20) of Income Tax Act, 1961.**
- 16) **Attending / representing for The Brihanmumbai Municipal Corporation(BMC) PAN NO AAALM0042L scrutiny assessment notices for any years received and getting prepared with supporting documents and attending the same to Dy. Commissioner of Income Tax and other Income Tax Authorities.**
- 17) **Representing/Giving reply to any Notices received from Income Tax Department (e.g. Notice U\s133(6) calling for information, U\s. 142(1), etc) within stipulated time period.**
- 18) **Filing Quartely TDS Returns in Form 26Q, 26QB, 27Q and 27EQ from data downloading from SAP.**
- 19) **Verifying Specified/Non-Specified Contractors/Vendors for provision of Section 206AB of the Income Tax Act on insight portal.**
- 20) **Generating and uploading password protected TDS Certificates of Contractors (Form 16A and Form 27D) on website online as per The Brihanmumbai Municipal Corporation(BMC) Information Technology(IT) Department guidelines.**
- 21) **All Notices including Prosecution Notices received during work period against any Assessment Years from Income Tax Authorities should be attend and reply till the completion of proceedings even after completion of work period.**
- 22) **Preparation of Form 15CA/15CB in case of Foreign Remittance made outside India.**

II) FOR PROFESSION TAX WORK :

The Brihanmumbai Municipal Corporation(BMC) TIN Nos.

- 1 | Budget A - 27535019940P (Approx. Employees 80000 Nos)**
- 2 | Budget E - 27285025849P (Approx. Employees 10000 Nos)**
- 3 | Budget G - 27785025574P (Approx. Employees 13500 Nos)**

Note : No. of Employees may increase in work period

- 1) Verification and confirmation of Monthly deduction of Profession Tax from salary from data provided by HR Department.**
 - 2) Verification and Confirmation of Monthly payment of Profession Tax to Government.**
 - 2) Verification and Confirmation of Monthly/Quarterly returns of Profession Tax.**
 - 3) To ensure payment of Profession Tax before the due dates of every month.**
 - 4) Advise / Consultancy on amendment/changes in the rules of Profession Tax.**
 - 5) Advise / Consultancy on issues raised by various departments on Profession Tax matter.**
 - 6) Filing of Appeals / replies against notices received from Profession Tax Department.**
 - 7) Attending Notices, Scrutiny Assessment to Profession Tax Authorities.**
 - 8) 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 and Empliments Act, 1975) must be generated and file monthly return through online through Maharashtra Goods and Services Tax Portal.**
 - 9) 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.**
- A) The Brihanmumbai Municipal Corporation(BMC) envisages that with the passage of Income Tax Act,1961 law the current framework of direct taxes and central government level taxes will undergo changes. All the amendments issued upto the final stage of The Income tax act,1961 and The Profession Tax Act, 1975 requirements shall need to be considered by the consultant. They shall stand to be revised to comply at Department level in Mumbai. Successful bidder shall suggest changes required in current framework of taxation, organizational structure and accounting and billing structure.
- B) It is to be understood that the successful bidder shall be responsible to bring in a competent technical and finance team which will work in random with The Brihanmumbai Municipal Corporation (BMC) accounting and billing system vendors to configure such changes successfully in the existing system.

- a) Suggest changes to the procurement manual, Circular as per if required.
- b) Existing contracts i.e. all procurement contracts for the supply of goods and services, main tenance contracts, inter operator contracts, international contracts and contracts entered into with third parties.
- c) There must be a Project Monitoring Team of Successful Bidder which remains exclusively involved in planning and monitoring of the instant project without fail.
- d) Indicate list of software being implemented in various department eg.SAP, billing software, payment software, water collection software.

The successful bidder will prepare a communication stratagem to be adopted by The Brihanmumbai Municipal Corporation(BMC) on the basis of blueprint so designed as a form of advisory to various Stakeholder/Partners/Third parties and for The Brihanmumbai Municipal Corporation (BMC) internal consumptions wherein letters/FAQs/clarifications advising department on aspects of change management and training thereof as enumerated in clause.

To provide for registration for various department /wards.

The listed scope is illustrative but not exhaustive and therefore Carrying out all other activities not specifically listed above but required to be undertaken for successful execution of the basis scope of transformation of The Brihanmumbai Municipal Corporation(BMC) to be Income Tax / Profession Tax complaint from tax and accounting perspectives.

Communication Strategy:-

Successful bidder shall advise on the basis of blueprint designed the advice to be given to various Stakeholder/partners/Third parties and The Brihanmumbai Municipal Corporation(BMC) internal communication wherein letters/FAQs /clarifications advising Circles/SSAs/ units on aspects of change management.

1. Review of existing contracts and future contracts to ensure that these are Income Tax / Profession Tax compliant.
2. Miscellaneous: Any other activity(ies) necessary for the smooth implementation of the Project and Successful execution of entire scope of work need to be done by the supplier.
3. Provide information on amendments / updates clarification under The Income Tax Act, 1961 and The Profession Tax Act,1975.
4. Filing of all returns related to Income Tax Act,1961and The Profession Tax Act, 1975.
5. On site support to ensure priority to close any queries/issues/ challenges.
6. Resolution of issues related to transition.
7. Compliance testing and quality assurance of new processes.

- 8.** Detailed report on impact assessment of tax, operation, Accounting, technological and organizational model.
- 9.** To draft replies and represent all the enquiries from the respective taxation dept and authorities.
- 10.** Give written opinion and certification with respect to direct tax compliance.
- 11.** In person meeting, conference calls for reviewing compliance and resolving routine tax related queried (up to 2nd year of implementation)
- 12.** Filing of Annual Returns.
- 13.** Assistance in litigation matters, appeal procedure.
- 14.** Completing all formalities for assessment.
- 15.** Any other work arising incidentally out of Income Tax / Profession Tax implementation which is not included above.
- 16.** All the above work should be completed in time bound manner so as to enable The Brihanmumbai Municipal Corporation(BMC) to comply with all Income Tax / Profession Tax requirement once it rolls out.
- 17.** The scope of work mentioned above is just illustrative not exhaustive.
- 18.** Training needs to be addressed as envisaged
- 19.** On call advisory on any specific matters, issues received by The Brihanmumbai Municipal Corporation (BMC) identified team under Income Tax / Profession Tax.
- 20.** Submission of Manual for Income Tax / Profession Tax processes and implementation in The Brihanmumbai Municipal Corporation(BMC).

SECTION 11

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.

PENALTY :

Penalty will be charge 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.

Section 12

Staff and Staff Qualification.

The Consultant 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:

(I) Project Manager for overall control, co-ordination of the project

- 1) Must be Chartered Accountant.
- 2) Possessing significant experience in handling taxation matters. (Minimum 5 years)
- 3) Experience in carrying out special investigative assignment on behalf of public sector organization Govt. organization.
- 4) Advisory services in matters of taxation to Govt. companies, public companies, govt. organization.
- 5) Involved in carrying out taxation works in govt. organization.

- 6) Specialized and familiar with business application such as SAP and other WEB based applications.
- 7) He shall visit Account Officer (Income Tax), HO at least once in 07 days or as more frequently as may be necessary to evaluate the progress of the work.

(II) Assisting staff:-

Four or more qualified personnel for overall control, co-ordination of project.

- 1) Must be Possessing qualification Equivalent to CA/ICWA/Legal qualification/inter CA
- 2) Possessing significant experience in handling taxation matters.
- 3) Experience in carrying out special investigative assignment on behalf of public sector organization Govt. organization.
- 4) Advisory services in matters of taxation to Govt. companies, public companies, govt. organization.
- 5) Involved in carrying out taxation works in govt. organization.
- 6) Specialized and familiar with business application such as SAP and other WEB based applications.
- 7) They shall be continuously as per need available for implementing the project.

(III) One personnel preferably with IT background to assist in developing software IT solutions and integration with GST network. Preferably knowledge of SAP.

(IV) More staff as may be considered necessary for satisfactory management execution and completion of the entire project have to be deputed by the consultant.

(V) 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.

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	

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)

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 37 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

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 2019-2020, 2020-2021, 2021-2022

(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

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.”

“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.

Annexure - 1

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 & Fax No.
5. Full Address of Offices in Mumbai with Telephone Numbers & Fax No.
6. Is the tenderer registered under the Companies Act or any other Act, in force?
 1. If so, state Registration No. and furnish photo copy of Registration Certificate.
 2. In case of Limited Companies furnish a copy of The Memorandum of Articles of Association.
 3. Names and addresses of all the Directors of the tendering Company.
 4. 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	2019 - 2020	
2	2020 - 2021	
3	2021 - 2022	

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	2019 - 2020		
2	2020 - 2021		
3	2021 - 2022		

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

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 2% 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 FULL-FILL 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. : **7200053529**

Due on : . / /2023

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. 7200053529

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 perfor-
mance /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 11.00 A. M. Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

PROFORMA OF AGREEMENT FORM

Tender due on : 7200053529

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.

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.

Account Officer (FPS-V) Deputy Chief Accountant (TREASURY) Chief Accountant (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

TENDOR NO : 7200053529

(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 deposite 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.

DEPONANT
BEFORE ME

PRE-CONTRACT INTEGRITY ACT

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.