



NAVI MUMBAI MUNICIPAL CORPORATION

PLOT NO 1 & 2, SECTOR-15A, CBD BELAPUR, NAVI MUMBAI

TENDER

GARDEN DEPARTMENT

ReTENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

***Tender For The Work Of Operation & Maintenance
of Gardens, developed open spaces, Treebelt, Road Divider, Jogging Tracks &
Road side Shoulders of Belapur part II***

*Office:
DMC Garden
Navi Mumbai Municipal Corporation
Plot no 1 & 2, Govardhani chowk, Sector 15 A C.B.D. Belapur,
Navi Mumbai – 400 614.*

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

NAVI MUMBAI MUNICIPAL CORPORATION
DMC GARDEN

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

**Tender For The Work Of Operation & Maintenance
Of Gardens, developed open spaces, Tree belt, Road Divider, Jogging tracks &
Road side shoulders of Belapur part II**

Sr. No.	NMMC Stage	Vendor Stage	Start Date & Time	Expiry Date & Time
1.	Release of Tender	--	06/09/2021 10.00 Hrs.	15/09/2021 13.00 Hrs.
2.	Envelope Opening	--	15/09/2021 16.00 Hrs. (If possible)	

Tender Price Rs.2360/-(Non – Refundable)

**(Rs.2000 + S.GST (9%) -180/-&C.GST(9%) -180/-)
TobepaidbyNetbanking/anyBankCreditorDebitCard.**

**Navi Mumbai Municipal Corporation
Plot No. 1 & 2, Sector 15A, CBD Belapur, Navi Mumbai.**

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No. of Corrections

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TABLE OF CONTENTS

Section No.	Title
1.	Part I Schedule A Detailed tender notice
	SCHEDULE B
	SCHEDULE C
2.	Part II Conditions of Contract
3.	Part III Form of Tender and Annexure to contract
4.	Proforma of Agreement

Signature of Tenderer

No. of Corrections

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Part-I

SCHEDULE – “A”

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

NMMC invites tenders in B-2 form through e-tendering system from contractors registered or unregistered who completes terms & condition mentioned in tender document for works **above Rs.1.00 Cr.** blank tender forms will be available from **06/09/2021 upto 15/09/2021 13:00 hrs.** on e-tendering website <https://nmmc.etenders.in> into download the blank tenders, the bidders shall pay tender cost paid through online payment gateway by using Credit/Debit Card of any bank or by net banking in favour of NMMC. The tender should be submitted through e-tendering system only on the web site <https://nmmc.etenders.in> 15/09/2021 **upto 13.00 hrs.**

1.	Name of Work	Tender For The Work Of Operation & Maintenance & Protection of Gardens, Developed open spaces, Tree belt, Road Divider, Jogging tracks & Roadside shoulders of Belapur part II
2.	Persons responsible For This Work	DMC (Garden) Horticulture officer Asst. Horticulture Officer Garden Superintendent Horticulture Assistant
3.	Date of Sale / Download Tender Documents	From 06/09/2021 to 15/09/2021 downloaded from official web site https://nmmc.etenders.in of the Corporation, NMMC.
4.	Cost of Tender Documents	Rs.2,000/-+ 18% GST; Total Rs.2,360/- through online payment gateway by Debit/Credit card of any bank or by Net Banking from Tenderers/Agencies Bank account only, in favour of NMMC. Online receipt for the same should be uploaded with the Technical Documents.
5.	Earnest Money Deposit (EMD)	Rupees 147587/- through online payment gateway by Debit/Credit card of any bank or by Net Banking from Tenderers/Agencies Bank account only, in favour of NMMC. Online receipt for the same should be uploaded with the Technical Documents. <u>Fixed EMD is not Considered for any Tender.</u>
6.	Last Date Of Receipt of Tender	15/09/2021 upto 13.00 Hours
7.	Probable Date And Time of Opening	Date 15/09/2021 at 16.00 hour of tender (If possible)
8.	<u>Eligibility</u>	I) Turn Over –Average annual financial turnover during the last 3 years, ending 31st march of the previous financial year, should be Rupees 8855215/- II) Experience: Should have the experience of operation and

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		maintenance of horticulture works of minimum 30% of tender area in total per year within last 5 years in the Govt. Dept./Semi Govt. Dept./Municipal Corporation / Public Sector Undertaking.
9.	Equipment Required	Lawn mover/brush cutter (Petrol or Diesel), hedges cutter (Petrol or Diesel), chain saw cutter, secateurs, trolley, chain saw-cutter, pipe for watering, khurpi, axe, spray pumps should be have with contractor & ownership is mandatory. Undertaking for hiring for dumper, pickup van to be hired whenever required should be given on rs.500/- stamp paper.
10.	Registration	1) Photo copy of valid registration of Labour License.(If Required) 2) Photo copy of valid registration of Provident fund. 3) Photo copy valid ESIC Registration, 4) Photo copy of GST Registration. 5) Photo copy of P.W.D./CIDCO Registration. If required.
11.	Validity Period –	The offer of the contractor shall remain valid for 120 days from the date of opening of tender.
12.	Total Security Deposit	2% of contract value (To be paid at the time of agreement)
13.	Contract Period-----	1 Years (to be renewed for one year for continuation, in accordance with conditions of contract- 11.2)
14.	Defects Liability Period	After completion 1Month
15.	Others:-Price Variation Clause.-	No price variation clause applicable as the work has100% budget provision. As per GRNo.सीएटी/2017/प्र.क्र.08/इमा-2, दि.27/09/2018,Para No.2.9.5
16.	Affidavit & Undertaking	1) Tenderers / bidders should submit affidavit & undertaking in requisite format on rs.500/- stamp paper. 2) Tenderers / bidders should note that as per the construction workers welfare act 1996, 1% cess of contract value towards the welfare of construction workers will be deducted from the bills.
17.		The bidder must have to submit the HARD COPY within 72 hours after the bid lock. Every document is self-attested by the bidder. Bidder must have to produce the original documents for verification whenever NMMC required.(as per the GR No.सीएटी/2019/प्र.क्र.120/इमा-2, दि.17/09/2019).
18.		The Agency must submit the Royalty Challans at the time of R.A. Bills; if not the necessary charges will be deducted from the R.A. Bills.
19.		The GST Amount i.e.18 % will be paid separately on work done

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		amount at the time of bill, if applicable.
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1. Tenders shall be received in two envelope. Envelope No.1. Contain Technical Bid and envelope No.2. Contain the financial bid.
2. Tenders without EMD shall be summarily rejected.
3. Any correspondence related with prebid meeting shall be part of tender document.
4. The Municipal Commissioner has reserved the right to accept or reject tender without assigning any reason thereof.
5. Tender document is not transferrable. The tender document which is validly purchase from e-tendering cell of NMMC.
6. A tenderer will be eligible to get work in a single ward only.
7. If more bidders shall quote same rate than NMMC has reserve the right to select the contractor by lottery system.
8. If the bidder is Unemployed Engineer (सुशिक्षित बेरोजगार अभियंता), He have to submit Undertaking in the technical documents as per GR No. सीएटी 2017 / प्र.क्रं.69 / इमारती - 2, दिनांक 31 मे,2019.
9. Tenderer/ Bidder Should submit Affidavit on Rs500/- Stamp Paper in the prescribed format regarding the documents submitted in the tender.as per the GR No.सीएटी/2019/प्र.क्र.127/इमा-2, दि.28/11/2018.
10. All uploaded documents should be clear and readable.

Signature of Tenderer

No. of corrections Signature of DMC (GARDEN)

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

**Re Tender For The Work Of Operation & Maintenance
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side
shoulders of Belapur part II**

DETAILED TENDER NOTICE

1.0 Sealed bids/E-tenders are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation from Eligible bidders for the proposed Work specified in Schedule 'A'.

2.0 ISSUE OF TENDER

- 2.1 Tender book will be issued online through e-tendering website <https://nmmc.etenders.in> to the Contractor, who is enrolled with NMMC.
- 2.2 Price of Blank Tender form cost must be paid in cash in NMMC's Account Department and Receipt of the same should be submitted to E-tendering cell.
- 2.3 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

3.0 LANGUAGE OF TENDER / CONTRACT

The language of the Contract shall be English/Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.

4.0 PRE BID CONFERENCE

A Pre-bid Conference of all the intending Tenderers will also be held at the scheduled date and time indicated in Schedule 'A' of the tender. Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, conditions of the Contract etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.

5.0 VALIDITY OF BIDS

The bids will be valid for the period indicated in Schedule 'A'

6.0 EARNEST MONEY

- 6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money shall be deposited in the form of demand draft / pay order in favour of 'Navi Mumbai Municipal Corporation', a fixed deposit with the Corporation.

The failure or omission to deposit the Earnest Money shall disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

- 6.2 The tenderer should refer user's guide while depositing EMD through the E-tendering website <https://nmmc.etenders.in>

- 6.3 If the Corporation shall accept the Tender the Earnest Money shall be appropriated towards Security Deposit payable by the Contractor. Alternatively on payment of the required amount of the Initial Security Deposit and the execution of the Contract agreement, the Earnest Money shall be returned to the Tenderer.

7.0 FORFEITURE OF EMD

- 7.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender. If the Tenderer revokes the Tender or vary its terms or condition contrary to his promise to abide by this condition, the Earnest Money deposited by him shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a tender to the Corporation for execution of any Work during next 24 months effective from the date of such revocation.
- 7.2 If Successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, his Earnest Money Deposit will be forfeited by the Corporation.

8.0 REFUND OF EARNEST MONEY

The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Contractor furnishes required Initial Security Deposit to the Corporation and sign the agreement or within 30 days of the expiry of validity period, whichever is earlier.

9.0 COST OF TENDER

The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the Conduct or the outcome of the Tendering process.

10.0 ELIGIBLE TENDERERS

Only those Contractors fulfill the Eligibility criteria as mentioned in the Schedule 'A' of the tender notice are eligible to submit their tender for this Work.

11.0 METHOD OF TENDERING

Each and every paper of tender documents shall be signed by the authorized person(s) and seal affixed. Person signing shall write in capital letters his full name designation, current and main office address.

- 11.1 Authority of Signing
- 11.2 If the tender is submitted by an individual, it shall be signed by him.
- 11.3 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.
- 11.4 If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the tender, in which case, a certified copy of power of attorney shall accompany the tender.
- 11.5 If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender,

in which case a certified copy of the power of attorney shall accompany the tender.

- 11.6 If the tender is submitted by a Joint Venture Consortium formed by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which one of the firms shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in court of law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.
- 11.7 All witnesses and sureties shall be persons of respectable status and probity and their full name, occupations and addresses shall be stated below their signatures.
- 11.8 Packing/Attaching and Uploading/Submission
- 11.9 The Tenderer shall be submitted on and at address given in “Schedule – A”. Any tender received after this date and time shall not be accepted. Tenders shall be packed, marked and sealed and submitted in original with documents listed below.
- 11.10 Envelop A shall contain
- a) Online payment receipt of Tender Fee & Earnest Money Deposit - EMD
 - b) The Covering letter giving undertaking that Tender Form is duly completed signed and sealed for entering into agreement with terms and conditions for this contract and no deviations are proposed; along with.
 - Valid Registration Certificate / form with NMMC or any other Government/Semi Government
 - Bank Solvency Certificate; issued within last six months and valid for one year
 - Copy of PAN Card for Proprietor/Firm/Company
 - c) Volume I-Contract Conditions, addenda/ corrigenda/ clarification / amendments / corrections issued before due date of tender and duly signed and sealed (in token of acceptance of documents) as detailed in clause IT 5.1.0 and 5.2.0.
 - d) Following documents regarding selection of the Bidder/Tenderer
 - List of Similar type of works successfully completed in category of Garden / Horticulture development and maintenance works; during last 5 (Five) years in prescribed proforma; “Proforma - I”
 - Statement of Turnover for last three years (excluding current financial year), Turnover of any year shall not be Rupees 8855215/-. Statement to be in prescribed proforma; “Proforma-II”.
 - Evidence stating that they have successfully completed works of Horticulture development and maintenance during last five years (Excluding current financial Year). “Proforma – III”
 - The Audited Balance sheet of Last five years with CA certificate also turnover

certified by Chartered Accountant.

- The List of present Technical Staff in organization with their position held, qualification and experience in prescribed proforma; “Proforma- V”.
- Evidence stating that it has access to, or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the works **cash flow requirements** for the subject contract in the event of stoppage , start- up, or other delay in payment of the **minimum 15% of the cost of the work** tendered for, net of the tenderer commitment of other contracts (Certificate from Bankers/ C.A./ Financial Institution shall be accepted as an evidence).
- The List of Equipment mentioning numbers, capacity and expiry date for Horticultural works as prescribed in “Proforma – VIA.
- Information about ownership, or assured access (through hire, lease, purchase of agreement or other commercial means) to key items of equipment as prescribed in “Proforma – VIB”.
- Details of works in hand and works for which bids are already submitted (Proforma VII–A& VII – B) (original), along with copies of work orders and attested copies of percentage of works completed or part thereof.
- As per EPF & MP Act - 1952, 50 or above employees are engaged on establishment of the firm / contractor, Tenderer have to submit registration certificate. Or employee engaged on establishment of firm / contractor are less than 20, tenderer shall submit undertaking on stamp paper not less than Rs.200/- (Non-judicial stamp paper).
- As per ESIC – 1948 act tenderer must be submitted Registration certificate

11.11 Envelop “B” shall contain

- a) Schedule “B” - duly completed with price.

12.0 SPARE CAPACITY OF WORK FOR TENDERING

The Tenderers shall be eligible to submit the tender to the Corporation subject to the essential condition that the price tendered by him together with the value of the outstanding Works under execution by him for the Corporation or any other employer shall not be more than four times the value of the average annual turnover of Works executed during the preceding three financial years ending 31st March.

13.0 RELATION SHIP WITH CORPORATOR (S)

Tenderer shall not be associated presently or in the past with any of the office bearer or Corporator’s of the Navi Mumbai Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Tenderer shall furnish an Affidavit on a Non-Judicial stamp paper of Rs.500/- If any information so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and the Earnest Money accompanying such tender shall stand forfeited to the Corporation. If the information so

furnished shall be found to be untrue or false during the currency of the contract the Tenderer shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.

14.0 TIME OF COMPLETION

The period of completion of Works is enumerated under Schedule ‘A’. The time of completion shall commence from the date of placing the Work Order or date of handing over the site whichever is earlier. The completion period is for all items of Work in all parts of Tender Documents.

15.0 SCHEDULE OF RATES AND QUANTITIES

- 15.1 All the tender items are priced as mentioned in Schedule "B" of Tender.
- 15.2 The Contractors are expected to work out their own rates based on the detailed description of schedule “B” items, the specifications, drawings & conditions and finally arrive at the cost of the Work in the appropriate places. The Contractor shall insert percentage cost over or below the Corporation’s cost to arrive at the contract value for the Work in Schedule ‘B’.
- 15.3 In case of Lump Sum Contract, Tenderer should insert his Lump Sum cost as contract value for the Work in Schedule ‘B’.

16.0 INSPECTION OF SITE AND SUFFICIENCY OF TENDER

- 16.1 The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Tender.
- 16.2 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the schedule of Works/items/ quantities or in bill of quantities, which rates and prices shall, except as otherwise]
- 16.3 No extra charges consequent on any misunderstanding or otherwise shall be allowed.

17.0 MANNER OF SUBMISSION OF TENDER

- 17.1 The tenders should be submitted online at <https://nmmc.etenders.in>
- 17.2 Telex, cable or facsimile offers will be rejected.

18.0 LAST DATE FOR SUBMISSION

- 18.1 Sealed Tender offers shall be received at the address specified above not later than the time and date specified in the Schedule ‘A’ of the Tender.

- 18.2 In the event of the specified date for the submission of Tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day
- 18.3 The Corporation may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.
- 18.4 Any Tender offer received by the Corporation after the deadline for submission of Tender offer prescribed by the Corporation, pursuant to the clause above, will be rejected and / or returned Unopened to the Tenderer.

19.0 MODIFICATION AND WITHDRAWAL OF OFFERS

The vendor may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

20.0 CONTENTS

- 20.1 Tenders are invited in two-envelope system. Both the envelope shall be placed in another envelope. The name of Work/Service and Work No. mentioned in the Tender Notice and the full name and address of the Tenderer shall be clearly written in the bottom left corner of each envelope.
- 20.2 The envelope shall contain the following

Envelope No.-1.

- i) This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc. as mentioned in the Tender notice.
- a) Undertaking in the form prescribed in **Annexure 2** and duly signed by a person holding a valid Power Of Attorney.
- b) List of work in Hand other than what submitted along with enrollment **Annexure 5**.
- c) List of machinery and plant immediately available with the Tenderer for use on this Work / Service and list of machinery proposed to be utilized on this Work/Service but not immediately available, and the manner in which it is proposed to be procured as per **Annexure-7**.

Envelope No.-2 (Financial bid)

This envelope shall only contain the Commercial Bid in Schedule B only. The Financial Bid should be written both in words and figures at appropriate places.

OR

- 20.3 The E-Tenderer needs to upload the documents to submit financial bid both in words and figures in the Schedule B at appropriate places for the online submission.

21.0 IMPORTANT POINTS TO BE NOTED BY THE TENDERER

a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left to be attested by the competent authority of the Corporation.

b) The price-bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work and claim for extra payment on any such account shall not be entertained.

Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Tenderer in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.

c) Price-bid should be written both in words and figures in the Schedule 'B', at appropriate places.

d) No alterations and additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected. The Tenderer should get his doubts cleared during Tender meeting only if provided in the Tender. In case if no pre-bid meeting is to be held the Tenderer should seek clarification or any doubt in writing 7 days before the last date for receipt of Tenders.

e) In case of firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the Tender. The power of attorney shall be signed by all partners.

In case of private limited/public limited companies, the power of attorney shall be supported by Board resolutions and appropriate and adequate evidence in support of the same shall be given.

f) All pages and pasted slips should be signed by the Tenderer.

g) No page shall be added or removed from the set of Tender Document.

h) Tenderer shall be deemed to have studied the schedule of Scope of Works / Items / Quantities / Rates, all plans, specifications, terms and conditions, shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the works, the form and nature of the site, nature of the Work and materials & labor necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works. No extra charges consequent on any misunderstanding. A declaration and an undertaking to this effect should be signed by the Tenderer in the form attached at **an Annexure - 2**.

i) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected conditional Tenders will be rejected.

ii) There will not be any negotiations about the quoted offers.

22.0 CORRUPT OR FRAUDULENT PRACTICES

- 22.1 The Corporation requires that the bidders/suppliers/ Contractors under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:
- a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;
- 22.2 The Corporation will reject a proposal for award if it determines that the Bidder recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question; The Corporation will a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23.0 MANNER OF OPENING OF TENDER

Tender will be opened online in the presence of Higher Authority of Tender Committee and e-tendering Administrator.

24.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

25.0 PRELIMINARY SCRUTINY

- 25.1 The Corporation will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.
- 25.2 Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each offer to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation’s determination of an offer’s responsiveness is to be based on the contents of the Tender offer itself without recourse to extrinsic evidence.
- 25.3 A Tender offer determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 25.4 The Corporation may waive any minor infirmity or irregularity in a Tender offer, which

does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

26.0 CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all vendors for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

27.0 REJECTION OF TENDERS

The Tenders are liable to be rejected if the Tenderer :

- Does not submit price of Tender in the form of original cash receipt/DD/pay order.
- Does not submit EMD.
- Does not submit undertaking on Rs. 500/- stamp paper. (Annexure - 2)
- Does not disclose the full names and address of all his partners in case of a Partnership Concern;
- Does not submit the information as called for in (Annexure 3 & 8)
- Does not submit affidavit on Rs. 500/- Stamp Paper. (Annexure – 9)
- Fails to initial corrections;
- Fails to fill completely all the proforma provided in the Tender including proforma of submission of Tender and percentage and amount columns in Schedule - 'B';
- Tries to contact the Corporation on any matter relating to its bid, or tries to influence the Corporation in its decision on bid evaluation, bid comparison or Contract award from the time of the bid opening to the time of contract is awarded.
- Stipulates any condition in the Tender;
- Stipulates the validity period less than what is stated in the form of Tender;
- Does not quote rates inclusive of octroi duty and other terminal or Sales Tax or General taxes, etc.
- Does not sign every page of Tender with seal of company / firm;

28.0 SHORT – LISTING OF VENDORS

The Corporation will short-list technically qualifying vendors and commercial offers of only these vendors will be opened at the date and time to be intimated.

29.0 OPENING OF COMMERCIAL OFFERS

29.1 The Corporation shall notify the date of opening of the commercial bids to all the Tenderers.

29.2 Commercial bids will be opened online.

29.3 An employer will award the contract to the tenderer whose tender has been determine to be responsive to the tender documents and who has offer the lowest evaluated tender price.

30.0 ACCEPTANCE OF TENDER

30.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner.

30.2 The Corporation is not bound to accept the lowest or any Tender. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

30.3 NMMC reserves the right to Declare the successful bidder,

31.0 INTIMATION TO SUCESSFUL TENDERERS

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening Authority or any Authority in the Corporation.

32.0 SECURITY DEPOSIT

The Contractor shall pay a Security Deposit equal to five percent of the contract sum as security for due fulfillment of the contract, unless otherwise stated in the Tender Documents. The mode of making this deposit is as under.

a) Initial or contract deposit.

A sum, which along with the Earnest Money already paid, amounts to 3% of the contract sum shall be paid within 10 days after receipt of intimation in writing of acceptance of Tender. It is optional to the Contractor to make the contract deposit in any one of the following ways :

- i) Wholly in cash or.
- ii) Wholly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format.
- iii) Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed Deposit from Nationalised / Scheduled Banks in the enclosed format.

b) Retention Money :

The remaining amount of the Security Deposit i.e. 2% shall be recovered from the Contractor's running bills at the rate of five percent and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate five percent of the contract sum after which such retention will cease.

- c) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit/retention money or from the interest arising

there from or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of his Security Deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 15 days of receipt of notice of demand from the City Engineer make good the deficit.

In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the Guarantee of the Bankers of the Contractor, and of the Contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or un liquidated or of the said deposit becoming forfeited or any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Municipal Commissioner, shall immediately on demand be paid by the said Bankers to Corporation and may be forfeited by the Municipal Commissioner under and in terms of the said Guarantee.

33.0 EXECUTION OF CONTRACT DOCUMENT

The successful Tenderer after furnishing Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The proper value at present is Rs. 500/-. The agreement should be signed within a month from the date of acceptance of the Tender. The Contract will be governed by the Contract agreement, the General Conditions of the Contract (G.C.C.), and the Special Conditions of the Contract and other documents as specified in the G.C.C.

34.0 STAMP DUTY, LIGAL AND STATURY CHARGES

It shall be incumbent on the successful Bidder to pay stamp duty for the Contract agreement, as applicable on the date of the execution.

35.0 LICENCES

The successful Tenderer should comply statutory instruction of contract labour&will be required to produce to the satisfaction of the DMC a valid contract labour license issued in hisfavour under the provision of the Contract Labour License (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

36.0 RIGHTS OF THE CORPORATION

The Corporation reserves the right to suitably increase/reduce the scope of Work put to this Tender. The right to split up the Work in two or more parts is reserved by the Corporation and also the right to award the Work to more than one agency is reserved.

37.0 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT/ CONTRACT DOCUMENT

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the clauses by the Corporation shall be final and binding on all parties.

38.0 NOTICE TO FORM PART OF CONTRACT

Notice of Tender and these instructions shall form part of the contract.

SCHEDULE – “B”

**SCHEDULE B
TO THE TENDER
SERVICE CONTRACT
Tender
For The Work Of Operation & Maintenance
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders
of Belapur part II**

C-1

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

**Name of work: Tender For The Work Of Operation & Maintenance,
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders
of CBD Belapur II.**

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

SCHEDULE 'B'

Description of Services		Annual contract price
1.	<p>Tender For The Work Of Operation, Maintenance & Protection of Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders of Belapur part II</p> <p>Scope of work is as specified in part II in condition of contract & area to be operated mention in schedule 'C'.</p>	
<p>Total Annual Amount Rs.</p>		
<p>(In words Rupees ----- -----)</p>		

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

SCHEDULE – “C”

**SCHEDULE C
TO THE TENDER
SERVICE CONTRACT
FOR Tender For The Work Of Operation & Maintenance
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders of
Belapur part II**

**Name of work: Tender For The Work Of Operation & Maintenance
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders of
Belapur part II**

Re TENDER NOTICE NO. NMMC/GARDEN/B-2/13/2021-22

Schedule C**Belapur ward**

	Road divider	TOTOL AREA m2
1	Air India Colony to daravegoan	2817
2	Road Divider and sect. 30, 32, 40, 42, 38 to 50 New & road divider jewel	7500
	Total	10317

SR. NO.	NAME OF TreeBelt	TOTOL AREA m2
1	Sect-58 tree Belt	4000
	Total	4000

SR. NO.	NAME OF chowk	TOTOL AREA m2
3	Sector 25 Near Air India Colony Chowk, Nerul	900
	Total	900

SR. NO.	NAME OF Open Space	TOTOL AREA m2
1	sector-36 karave	10923
2	SmurtiVan sector-38	6923
3	DARAVE Sector 23 Lake Garden.	1233
4	Oppsite head office	4700
5	Near Dakshata Society open Space	491
6	Sector -48 road side open space sector-48 Nerul	840
	Total	25110

SR. NO.	NAME OF GARDEN	TOTOL AREA m2
1	Step Garden Sector 21 Nerul.	3100
2	Nerul Sector 25, behind Millennium Park Building.	2000
3	Shree ShreeRadhaKrushnaUdyan Sector 25, Nerul	5273
4	KaraveGaon sector 38 near Lake udyan	5000
5	Mahatma JyotibaPhuleUdyan sector 40, Nerul	4000
6	BhartRatna Dr. BabasahebUdyan Sector 42 ,Nerul.	4000
7	Nerul Sector 44 A, Late Rajiv Gandhi Udyan, plot No. 36.	3167

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

8	Kranti Singh Nana PatilUdyan, Sector 46 Nerul.	2337
9	Nerul sector 48 Near Ganesh play ground	5987
10	SantDnyaneshwarMauliUdyan, Sector 48 A Near VitthalRakhumaiMandir	1721
11	Nerul Sector 58 A Udyan	2300
12	30 and 32 sect Near ganpatShettandel garden	4500
13	Head office Inside Garden	10875
14	Sector-21 Rock Garden	39938
15	Jwell park Garden	40603
16	Jewell park undevelopment area	3468
17	Commissioner banglow	1835
	Total	140104

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

Part II

Conditions of Contract

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

**CONDITIONS OF CONTRACT
PART II TO THE TENDER
SERVICE CONTRACT
For Tender For The Work Of Operation & Maintenance
Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders of
CBD Belapur II.**

A. Definitions

1. Documents

“**Acceptance Letter**” means the document from the Corporation addressed to the Operator indicating acceptance of the Contract Price and its acceptance of the Operator as the preferred Party to carry out the Operations under this Contract.

“**Contract**” means this Contract between the Corporation and the Operator, including the Conditions and Appendices; the Acceptance Letter, and any other documents expressly included specifically therein.

“**Operator's Bid**” is the completed Bidding Document submitted by the Operator to the Corporation. The term “Operator’s Bid” and “Tender” have been used synonymously.

2. Persons

“**Authority**” means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Maharashtra or any Local Authority including the Corporation or any other sub-division or instrumentality of any thereof.

“**Competent Authority**” is the Person or Persons appointed by the Corporation and notified to the Operator, who shall be responsible for supervising the Operator, administering the Contract, certifying payments due to the Operator, and awarding extensions of time. The Corporation may also appoint any Person or Persons to assist the Competent Authority and provide project management Operations for this Contract. Any Person or Persons appointed by the Corporation to carry out the responsibilities of the Competent Authority and assist it, shall be termed as the “Competent Authority’s Representative”.

“**Corporation**” means Navi Mumbai Municipal Corporation as incorporated under the Bombay Provincial Municipal Corporations Act, 1949.

“**Customer**” means the citizen of Navi Mumbai Municipal Corporation and the industrial units and other customers within the Service Area receiving Service by means of the operations of the Facilities and/or System.

“**Municipal Commissioner**” shall mean the Municipal Commissioner of Navi Mumbai Municipal Corporation, for the time being holding that office and also its successor and shall include any officer authorized by it. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation’s representative for the purposes

of this Contract.

“Operator” means X Ltd. & Y Ltd., acting jointly and severally, and its legal successors in title, but not (except with the consent of the Corporation) any assignee, whose Bid to carry out the Operations has been accepted by the Corporation. The term “Operator” in this document has been used synonymously with the term “Tenderer” in the Detailed Tender Notice and shall mean the preferred Party to carry out the Operations under this Contract.

“Party” means either the Corporation or the Operator; one of the parties to this Contract, and “Parties” means both the parties to this Contract.

“Person” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

“Subcontractor” means any Person named in this Contract as a subcontractor, manufacturer or supplier for a part of the Operations or any Person to whom a part of the Operations has been subcontracted in accordance with this Contract, and the legal successors in title to such Person, but does not include any assignee of such Person.

“Successor Operator” means the Corporation and any Person appointed by the Corporation to become the Operator of the Facilities and/or System following the Termination Date or Completion Date, as the case may be.

3. Dates, Times and Periods

“Commencement Date” means the date when the Operator shall commence its Operations.

“Completion Date” is the date of completion of the Operations and as certified by the Competent Authority.

“Contract Period,” means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the Commencement Date and terminates on the Completion Date or the Termination Date, as applicable.

“Operating Year” means each successive period, the first such period commencing on the date on which the operations period commences and ending three hundred and sixty-five (365) days later, and each subsequent period commencing on the expiration of the previous period and ending at the end of the duration mentioned above.

“Termination Date” means the date on which the Contract is terminated by way of defaults of either the Corporation or the Operator, or as a result of a Force Majeure event, or as indicated in these Conditions of Contract.

4. Money and Payments

“**Contract Price**” is the payment made by the Corporation, to the Operator, for the Operations carried out and is as specified in the Acceptance Letter.

“**Security Deposit**” means the deposit provided by the Operator, as a performance guarantee under this Contract.

“**Tax**” means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

5. Other Definitions

“**Additional Improvement Works**” means the improvement works identified by the Operator, thirty (30) days after the Commencement Date and on carrying out a detailed physical inspection of the System, towards improving the performance of the Facilities and/or System.

“**Appendices**” means the appendices to this Contract, detailing out asset information, maps and drawings, performance standards, records, reports and Operator staff requirement.

“**Facilities**” means the pumping stations and storage reservoirs site and all utilities and structures constructed thereon, the access arrangements, utilities such as electrical and water supply lines, and all other appurtenances and meters, etc., complete and “Facility” means any one of them.

“**Good Operating Practices**” means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Operator, engaged in the same type of undertaking under the same or similar circumstances as the Operator pursuant to this Contract.

“**Corrupt Practice**” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

“**Gross Misconduct**” means any reckless breach or disregard of the provisions of this Contract by the Operator.

“**Improvement Works**” means the works identified by the Operator, after carrying out a due diligence of the Facilities and/or System, at the Tender stage and towards improving the performance of the Facilities and/or System.

“**Law**” includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

“**Operations**” means the operation and maintenance of the Facilities and/or System including manning, operating, inspection, repair and other operations required for fulfilling the Operator’s obligations under the Contract.

“**Service Area**” means in relation to Operations under this Contract, the area covered by the existing Facilities and/or System and as indicated in the Appendices to the Contract.

“**Site**” means the Gardens, Parks, developed open spaces, Tree belt, Road divider, Road side shoulders land, spaces; waterways, roads, water wells and any surface or sub-surface on or under which the Facilities and/or System are to be operated and maintained identified in accordance with this Contract.

“**Works**” means the new capital works, major maintenance or repair, refurbishment and replacement, protection of lawns, Edges, Hedges, Shrubs, trees & Civil Works.

“**WPI**” means the Wholesale Price Index of India notified from time to time, or in the event of such index, no longer being available or being withdrawn, then any appropriate successor or alternate index.

B. Representation and Warranty

6. Representations and Warranties of Parties

6.1 Each Party hereto represents and warrants that:

- (a) It has full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated herein under Applicable Law and the laws of the jurisdiction of its incorporation;
- (b) It has taken all necessary action to authorize the execution, delivery and performance of this Contract;
- (c) This Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- (d) Its representations shall stand true and valid for the term of this Contract, including extension thereof, and it shall have an obligation to disclose to the other Party as and when any of its representations ceases to be true and valid; and
- (e) It is subject to civil and commercial law with respect to this Contract and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction.

7. Additional Representations of Operator

7.1 The Operator represents and warrants for the term of this Contract that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;

- (b) It has the requisite experience, expertise and skills to manage, operate and maintain the Facilities and/or Systems and carry out the Operations under this Contract; and
- (c) Prior to executing this Contract, the Operator has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the Operations, condition of the Facilities and/or Systems, Applicable Laws and clearances and all matters related to this Contract. The Operator is entering into this Contract on the basis of its own satisfaction based on its due diligence audit.

C. Interpretation and Contract Structure

8. Interpretation & Law

- 8.1 In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Competent Authority will provide instructions clarifying queries about any Part of this Contract.
- 8.2 The language of this Contract Document is **English** and the law, which applies to this Contract, shall be the **Law of the Republic of India**.

9. Contract Structure

- 9.1 Both Parties recognize that this Contract contains the entire Contract between the Parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Contracts and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it does not enter into this Contract in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Contract.
- 9.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) This Contract Agreement, Conditions and Appendices;
 - (b) Acceptance Letter
 - (c) The Detailed Tender Notice;
 - (d) Minutes of pre-bid meetings and amendments; and
 - (e) Operator's Bid.
- 9.3 If any provision or part of this Contract be declared invalid, unenforceable or illegal by the court of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions or parts of this Contract which shall continue in full force and effect, notwithstanding such invalidity, unenforceability or illegality.

- 9.4 If either Party breaches or defaults on any part of this Contract, such default of one part shall be treated as defaults of all other parts of this Contract. The Party in breach or default would also be liable for the carry-over default of other parts of this Contract, including the forfeiture of Security Deposit thereof.

10. Communications

- 10.1 Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 10.2 Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority or any representative for the time being entrusted with the functions, duties and powers of the Competent Authority.
- 10.3 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Marathi or English. If sent by registered post to the last known place or abode or business of the Operator shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

D. Commencement of Operations

11. Contract Period

- 11.1 The Operator shall commence Operations from the Commencement Date and shall arrange for all mobilization Operations within ten (10) days of the Commencement Date.
- 11.2 The Contract Period shall commence on the Commencement Date and extend for a period of one years. The contract will be renewed each year. The Corporation and the Operator shall review, at the end of each Operating Year, the progress of the Contract and consider continuation through the subsequent Operating Year.
- 11.3 **Contract Continuation:**The Municipal Commissioner will review the progress and status of the Contract, thirty (30) days prior to completion of an Operating Year. In the event that a decision is taken to discontinue Operations of the Operator under this Contract, the Corporation shall indicate the same to the Operator, through a written communication, within fifteen (15) days of such decisions having been made. Alternatively, if the Operator wishes to discontinue its Operations, it shall provide a minimum of ninety (90)days notice requesting for such discontinuation.
- 11.4 Notwithstanding anything mentioned in CC Section 11.2 or 11.3, the Operator shall continue to provide Operations till the appointment of a Successor Operator.
- 11.5 In the event that the Parties agree to continue with the current Contract, all Conditions of Contract shall be followed as laid out in this Contract Document; and adjustments to Contract Price and resetting penalties base, benchmark and value shall be affected appropriately.

12. Handing Over of Assets

- 12.1 The Operator shall take full responsibility for the care of the assets and materials and plant for incorporation therein from the Commencement Date until the Completion Date or Termination Date for the whole of the Operations, when the responsibility for the said care shall pass to the Corporation. The Operator shall also take full responsibility for the care of all such assets that have been created during the Contract Period either by itself or through the Corporation.
- 12.2 The Site is being vested with the Operator, on an as-is-where-is basis, with all utilities, structures, fences, boundaries, Garden, Tree belt, open space, island, Road divider, Road side shoulder & horticulture etc., but the title of the land shall always vest with the Corporation. The Operator shall have no rights to mortgage, transfer, assign or otherwise encumber the Site or works and any or all of its rights and interest in relation thereto or to otherwise create a security interest in favour of any Persons.

13. Improvement Works to be carried out

- 13.1 The operator shall carry out the emergency work within its Parks, Gardens, Road Divider, Island & Open space as per the instruction of Competent Authority at any time during the contract period. The estimates for the same shall be based on prevailing DSRs.
- 13.2 The Corporation shall, at its discretion, determine the nature in which the aforesaid Additional Improvement Works / emergency work are to be carried out and shall take all such measures to complete the said Additional Improvement Works / emergency work in time so as to not affect the Operations. The Corporation may provide the Operator the right to carry out the said Additional Improvement Works / emergency work on a first referral basis, failing which, the Corporation may carry out the said Additional Improvement Works / emergency work through an alternative operator or departmentally.

14. Scope of Work Operations

- 14.1 Comprehensive Contract for Operation, Maintenance Protection Gardens, developed open spaces, Tree belt, Road Divider & Road side shoulders
The Contractor shall carry out preventive and routine maintenance Operations, and in accordance with Good Operating Practices. The preventive and routine maintenance shall include minor repairs and provision of spares, material and tools required for these repairs.
- Labour, insecticides, fungicides, pesticides, tools, lawn mover/brush cutter, hedges cutter, chain saw cutter, secateurs, trolley, chain saw-cutter, pipe for watering, khurpi, axe, spray pumps, Dumper, Pickup Van etc., plant & spares to the extent not indicated as competent authorities responsibility, shall be arranged by the Contractor its own Cost.

The following shall be included in the daily preventive, routine and breakdown maintenance:

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

Responsibility of Contractor
House Keeping-
<ul style="list-style-type: none"> □ The Contractor shall daily clean all developed open spaces, entrance, pathways, outside surrounding area of toilets, seating area, visible roofs of structure, open amphitheater, sculptures etc.
<ul style="list-style-type: none"> □ Cleaning of water-body & surrounding area
<ul style="list-style-type: none"> □ Swan/Duck □ Feeding , Vaccination, care and maintenance of swan/duck
Opening and closing of garden gate as prescribe timing.
Horticultural works
<ul style="list-style-type: none"> □ Includes weeding/ unwanted grass around the shrubbery, lawn area, ornamental & flowering trees. Watering of all plant, trees & lawn area throughout the year □ Gap filling of shrubbery, trees & lawn regularly throughout the year. □ Application of fungicides, pesticides, fertilizers & manures as per requirement. □ Top dressing of soil & FYM. in 3:1 proportion. Top dressing should be done in the month of October to May (0.03 X garden area X 2 interval). □ Maintenance of Big Trees- Balancing of big trees, removal of dead or uprooted trees during monsoon or heavy storm. Trans planting of tree by giving proper treatment. As directed by horticultural in charge. □ Planting sapling of seasonal plant varieties as directed by horticulture in charge. (Minimum 1000 Nos
<p>compulsory for 5000 sqm. Garden area.)</p> <ul style="list-style-type: none"> □ Composting of green waste –pit size 6 ft X 6 ft X 4ft for 5000 sq. mtr. garden area is Mandatory. □ Road divider : Keep hedges/shrubs weed free, cleaning of garbage, regular Watering, application of insecticides, pesticides, fungicides when required. Maintain planted hedges and shrubs with topiary works in uniform shape. Trimming of big trees and unwanted branches.

- It is expected that the equipment shall be kept in full operating condition at all times, including standby equipment. Break down of any equipment has to be attended by Contractor urgently at any time during day or night. Breakdown if any shall be reported within 4 hours of its occurring, and the same shall be repaired within 24 hours.
- The ownership of all scrap and replaced equipment or the parts that are supplied by the Corporation shall be that of the Corporation. All these scrap material should be stake properly and transported to dumping ground as per direction of NMMC-in-charge.
- The Contractor shall display notice board on each site (as per NMMC direction), which includes detail information about garden name, opening & closing time, contractor name & cell no. of responsible person to attend public complaints.

14.2 Advice:

Early Warning: The Contractor is to warn the Competent Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Operations or the condition of the Facilities and/or System. The Contractor shall cooperate with the Competent Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced and in carrying out any resulting instruction of the Competent Authority. The Contractor shall also advise the Corporation, from time to time, on improving the quality of Operations, event management.

14.3 Extra Work

The Contractor shall carry out all extra work indicated below without any extra cost to the corporation:

- a) Extension/modifications in site/garden, road divider & open space upto 20%

14.4 Reporting

14.4.1 The Contractor shall carry out all reporting indicated below, and as set out in the Appendices to this Contract. The reporting shall include, but not be limited to, the following:

- a) Daily report providing information about cleaning of garden.
- b) Cleaning of developed open spaces.
- c) Horticultural Work carried out by Contractor.

14.4.2 The Contractor shall provide his office space, at his cost, to establish its monitoring and reporting office along with computer and peripherals. It shall also obtain a telephone connection and maintain the same through the Contract Period. All data transfers and updates made to the Corporation shall be affected through the said telecommunication media.

15 **PRICE ADJUSTMENT**

16 The rates quoted by the Contractor shall be firm for successful completion of Contract period and no price escalation shall be allowed in respect of rise or fall in the cost (due to indirect taxes such as VAT (sales tax), excise, octroi, rise in fuel, oil, lubricants cost, etc.) of labour and / or for materials or any other matter (except as detailed in 3.12.0 hereof) affecting the cost of execution of the Works.

A. Responsibilities

16.1.1 Corporation's Responsibilities

16.1.2 The Corporation shall be responsible for procuring, obtaining and maintaining Corporation Clearances, provided however that the Contractor shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Contractor.

16.1.3 The Competent Authority shall supervise the Contractor's Operations at all times and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Competent Authority may instruct the Contractor to search for a defect and to uncover and test any work that the Competent Authority considers may have a defect. The Contractor has to correct a defect within the time specified in the Competent Authority's notice.

16.2 The Corporation shall be responsible for:

- a) Payment of water charges, energy charges (Water for the road divider maintenance, however is in the scope of Contractor)
- b) Maintaining administrative control over the personnel, Facilities and/or System;
- c) Changing entry timings, of Parks/Garden.
- d) To fix Holidays.

16.3 Contractor's Responsibilities

16.3.1 The Contractor shall maintain properly and keep intact all assets/works/Facilities/Systems of the Corporation through out the Contract Period and shall hand over the same in good working condition at the end of the Contract. The Contractor shall not modify or alter any operations regarding the site/garden without prior written permission of the Competent Authority or it's Representative.

16.3.2 All the spare parts (excluding spare parts to be supplied by the Corporation) required for the maintenance of equipments shall be provided by the Contractor. The Contractor shall warrant to the effect that all the spares shall be procured from the authorised sources and be of the best quality and fit for the purpose for which it is being used.

16.3.3 The contractor should use sufficient number of machinery and equipment's for maintainence purpose.

16.3.4 The Contractor should maintain minimum following items/machinery/ instruments/ materials used for maintainence work and it should be made available to workers whenever required.

16.3.5 List of Inventory is as Follows :

Sr. No.	Name	Units
1	Big Scissors	15 pc.
2	Secateurs	20 pc.
3	Lawn Mowers / Grass Cutter (Diesel or Petrol Engine)	10 pc.
4	Hedge Cutter (Diesel or Petrol Engine)	4 pc.
5	Chopper	10 pc.
6	Axe	5 pc.
7	Broom	40 pc.

8	Ghamela	20 pc.
9	Kanas	4 pc.
10	Fork	10 pc.
11	Sickle	10 pc.
12	Khurpa	40 pc.
13	Fawda	15 pc.
14	Handgloves	75 pairs
15	Pipes for water	30 pc. / 30m each
16	Chain Saw (Diesel or Petrol Engine)	4 pc.

- 16.3.6 The Contractor should maintain Daily operation and maintenance register. Repairing, servicing, greasing of all equipments and rides time to time. Replacement of damaged or non- functioning spare parts.
- 16.3.7 **There is the third party certification using Management Information System.** The common Management Information System agency shall be appointed by the department.
- 16.3.8 The contractor is expected to carry out the work in such a manner as not be cause any damage to public property on account of negligence or otherwise. The Contractor shall be fully responsible for making good the damages so caused by him entirely at his own cost.
- 16.3.9 The assets/works/Facilities/Systems of the Corporation shall be at the risk and in the sole charge of the Contractor and the Contractor shall be responsible for making good any loss or damage there to arising from any cause whatever including that due to a theft or robbery.
- 16.3.10 The Contractor shall provide adequate equipment, garden equipments, maintenance staff, inventories, plant and machinery, Vehicle, Telephone connection and all other things, whether of a temporary or permanent nature required for carrying out Operations under the Contract.
- 16.4 **Permissions:** The Contractor shall obtain all required permissions, sanctions, clearances and permits for carrying out its Operations, including Contractor Clearances, and shall be fully responsible towards operating and maintaining the site/garden in a safe and secure manner, consistent with the law of the land, laws and regulations regarding such Facilities and/or System, and directives of any Authority and planning permissions.
- 16.5 **Safety:** The Contractor shall be responsible for the safety of all activities on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.
- 16.6 **Discoveries:** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Corporation and the Contractor, be deemed to be the absolute property of the Corporation. The Contractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Competent Authority of such discovery and carry out the Competent Authority's instructions for dealing with the same.

16.7 The Contractor shall take full responsibility for the adequacy, stability and safety of all Siteoperations.

17.0 Staff&Labour:

17.1Engagement of Staff &Labour

- The Contractor shall perform all routine maintenance & operation works mechanically or manually as per requirement. Operations & maintenance at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Contractor's obligations under the Contract and to the satisfaction of the Competent Authority.
- The Contractor shall not employ in connection with the Operations any child who has not completed his/her eighteen year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Operations as an adult as prescribed under clause (b) of sub-section (2) of Section 69 of the Factories Act, 1948.
- The Contractor shall provide its staff, a minimum of two sets of uniforms raincoats, shoes with the titles 'NMMC' inscribed on the back and subject to approval of the Corporation. Each worker on duty shall wear a clean uniform whenever on duty.
- The Contractor shall provide all safety equipment's, first aid boxes & fire safety provision for his staff working at pump houses as well as in distribution network.
- Contractor shall do medical test within six month interval of his staff and give benefit of EPF and ESIC to its labour as per labour laws.
- Contractor is bound to pay salary as per minimum wages act, and as per the government notification issued time to time complying all labour laws.
- The Contractor shall, show the numbers of the several classes of staff employed by the Contractor on the Site and such other information as the Competent Authority may require.
- If the Competent Authority asks the Contractor to remove a person who is a member of the Contractor's staff stating the reasons, the Contractor shall ensure that the person leaves the Site within twenty eight (28) days and has no further connection with Operations under this Contract.
- At all times during continuance of the Contract, the Contractor and its Subcontractors shall abide by all existing and future labour enactment and rules made thereunder, regulations, notifications and bye-laws of the Central, State or Local Government. The Contractor shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.
- If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye- laws/acts/rules/regulations including amendments if any, on the part of the Contractor and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Contractor including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Contractor, any sum required or estimated to be required for making good the loss or

damage suffered by the Corporation.

17.2 Contractor's Superintendence

- The Contractor shall provide all necessary superintendence while carrying out its Operations and as long thereafter as the Competent Authority may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor shall nominate a competent and authorized representative ("Contractor's Representative") approved of by the Competent Authority, which approval may at any time be withdrawn. The Contractor's Representative shall give its whole time to the superintendence of the Operations. The Contractor's Representative shall receive, on behalf of the Contractor, instructions from the Competent Authority, which shall be deemed received by the Contractor.
- If the Competent Authority withdraws approval of the representative, the Contractor shall remove the representative from the Operations within - eight (08) days, and replace him by another representative approved by the Competent Authority.

17.3 Contract Performance

17.3.1 Review and Progress

- Management Meetings: Either the Competent Authority or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Operations and to deal with matters raised in accordance with any advice. The Competent Authority shall record the business of management meetings and is to provide copies of its record to those attending the meeting and to the Corporation. The responsibility of the Parties for actions to be taken is to be decided by the Competent Authority either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- The Competent Authority may instruct the Contractor to rectify defects and deficiency in its Operations. Alternatively, the Corporation shall carry out the Operations on its own and deduct the amount incurred in attending to such defaults from the next payment due to the Contractor. The deduction of such damages shall not relieve the Contractor from its obligation to carry out the Operations, or from any other of its obligations and liabilities under the Contract.
- Notwithstanding anything stated above, if the Corporation is of the opinion that the actions of the Contractor is deemed as an event of default of Service, and the event persists beyond one (1) day, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Contractor or departmentally.

17.4 Liquidated Damages and Penalties

- The Contractor is also expected to carry out the instructions of the Competent Authority or its representative, from time to time, maintain the System in accordance with Good Operating Practices, attend to Customer complaints, promptly Customers, refrain from offering Operations without due authorization where so required, and follow other requirements under this Contract.
- **The Contractor shall be penalized by the following Key Performance Indicator for Operation Maintenance of Garden, Open Space, Tree belt, Road divider, Road side shoulder and Islands,etc :**

Horticulture Works:-

Sr. No.	Item	Key Performance Indicators	Period for Work to bedone	Penalty Rs.
1	Cleaning of garbage	Keep garden neat and clean everyday including compound wall, Toilet block's surrounding, pathways area, lawn, shrubs play equipment & garden furniture etc. Keep dustbins of approximate size for collection of waste.	Every Day	2000/- Each case / day
2	Watering of Lawn/Shrubs & Trees	Daily watering all lawn, shrubs, edges, hedges, borders and trees.	Every Day	3000/- Per day / day
3	Maintenance of Lawn	Lawn should be free form weeds. Regularly moving of lawn within 15 days interval. Replanting and gap filling of lawn. Applying chemical fertilizers, insecticides, pesticides and fungicides as per requirement.	15 Days	3000/- Each case / day
4	Maintenance of edges/hedges & shrubs	Edges/hedges and shrubs should be regularly pruned and maintaining uniform shape and topiary work. Replanting and gap filling of edges/hedges & shrubs, as per required throughout the year. Regular watering applying insecticides, pesticides and fungicides as per requirement.	15 Days	5000/- Each case / day
5	Maintenance of Big Trees	Balancing of big trees, removal & trimming of dangerous trees as per requirement and overall balancing of trees should be done regularly and dead or uprooted trees during monsoon or heavy storm should be cleared / removed within 24 hours. Transplanting of tree by giving proper treatment. Post-monsoon coloring of the tree stems (Geru + Lime) for upto 2m height.	3 Months Interval	7000/- Each case, for not complying the instructions within 3 days.

6	Top dressing of Soil & FYM	Top dressing of soil & FYM in 3:1 proportion in the year. Top dressing should be done in the month of Nov to March (0.03m x Lawn & shrubs area) As directed by NMMC Incharge.	Nov. to March	25/- Rs. Per sqm. / day.
7	Road Dividers	Keep hedges/shrubs weed free, cleaning of garbage, regular watering, application of insecticides, pesticides, fungicides when required. Maintain planted hedges and shrubs with topiary works in uniform shape. Trimming of big trees and unwanted branches as per requirement.	7 Days	2000/- Per day
8	Composting	Composting of green waste:-pit size 6ft X 6ft X 4ft for 5000 sqm. Garden area is mandatory.	Maintain pit throughout the year except monsoons.	5000/- Each case / month
9	Care and Maintenance of Swan/Duck	Feeding of swan/duck regularly. Vaccination as per requirement, regular care and maintenance of duck/swan.	-	2000/- Each case

I. Running Account Bill (RA Bill) Payment

18.0 RA Bill

- 18.1 The Contractor shall be paid the Running Account Bill every month. The Running Bill shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, and any other expenses. NMMC shall bear cost of water supply for only gardens area as per tender condition. For, Road Dividers/ open space etc., contractor shall have to arrange water for maintenance at his own cost.
- 18.2 The Contract Price shall include all customs duties, import duties, excise duties, business taxes, GST, income and other taxes that may be levied in accordance to the laws and regulation in-force on the Contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the Operations to be performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any Tax that may be levied on its Operations or on profits made by it in respect of the Contract.
- 18.3 The Contractor shall pay Indian income Tax on all payments made to it under the Contract, other than reimbursements made to it by the Corporation to cover payment by Contractor of minor custom duties, etc., or any other payment, which the Contractor may make on the Corporation's behalf. Under the provisions of Section 194-C of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.
- 18.4 The Contractor shall pay all the Taxes directly to respective organizations and to the Government of India. The Corporation shall not take any responsibility for any kind of Tax payment to the Government or quasi-Government bodies at any point of time.

- 18.5 All charges on account of Labour-Cess, sales tax (GST) and other duties on material obtained for the Operations from any source including the tax applicable as per GST Act on the transfer of property in the goods involved in the execution of the Operations, etc. shall be borne by the Contractor. Under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct turnover tax at source at the rates prevailing at the time of payment.
- 18.6 The Contractor shall submit form – 31 or such other forms, which is required to be produced by the principal employer in the events of any notice by the Sales Tax Department within one month of issue of Acceptance Letter.
- 18.7 The Contractor is required to produce its registration for contract sales tax/turnover tax/services tax to the Corporation before receiving the first payment for the Operations executed by it, failing which, no payment shall be made.

19.0 Procedures for Payment

- 19.1 The Contractor shall submit a bill for payment every month. The bill shall be in accordance with the Operations carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Corporation.
- 19.2 The Competent Authority shall check the Operator's bill and certify the amount to be paid to the Operator after taking into account any incentive or penalties for the period in question. Where the incentives and penalties are still to be determined, the Corporation shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the Operations has been noticed.
- 19.3 Bill is payable according to work done per square meter area, after deducting penalty, income tax and such other admissible deducting deposit taxes.
- 19.4 The bill, in addition to payments due for the every month shall contain supporting documents, which shall include without limitation; statements of: Calculations on any amounts due arising from any extraordinary adjustments, penalties, extra work, variations, compensation events ; and
- 19.5 The Corporation shall pay the Contractor the amounts certified by the Competent Authority after document compliances regarding maintenance work. All payments shall be made in Indian Rupees.
- 19.6 The Competent Authority shall compute and verify the penalty applicable in the bill submitted by the Contractor. If the Competent Authority is of the opinion that the penalty was warranted, it shall make necessary adjustments to approve the same and certify complete payments due to the Contractor in the next month. However, if the Competent Authority is of the opinion that such penalty is not warranted, the excess amounts shall be adjusted from the payment due to the Contractor for the following month.
- 19.7 If any allotted area of garden or site given for maintenance, renovation or development to any NGO or Organization payment will be proportionately deducted against allotted area of garden or site as per quoted rate/amount in Schedule “B”.

I. Intellectual Property & Confidential Information

20.0 Proprietary Material

20.1 The Parties agree that all details, plans, manuals, documentation, specifications, schedules, programs, reports, calculations and other work relating to the Facilities and/or Systems and the provision of Operations pursuant to this Contract (hereafter referred to as “Proprietary Material”), which have been or are hereafter written, originated or made by any of them or any of their respective employees, Subcontractors or agents and by the persons related to the Contractor in connection with this Contract shall be owned by and be the property of the Corporation. The determination of information as Proprietary Material shall be made at the sole discretion of the Corporation.

20.2 The Contractor shall have an irrevocable, royalty-free, non-exclusive license to use the Proprietary Material during the term of this Contract for all purposes connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than to a permitted assignee under this Contract. Such license shall not continue after the suspension or termination of this Contract or the discharge by the Contractor of its duties hereunder.

21.0 Confidentiality

21.1 The Contractor shall cause the persons related to the Contractor not to, without the prior written consent of the Corporation, at any time divulge or disclose to any Person or use for any purpose unconnected with the Operations, Proprietary Material under this Contract like:

- a) Already in the public domain, otherwise than by breach of this Contract;
- b) Already in the possession of the receiving Party before it was received from the other Party in connection with this Contract and which was not obtained under any obligation of confidentiality; or
- c) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

21.2 The Contractor shall, whenever required, take necessary steps to ensure that all Persons employed by it, under this Contract, comply with the India Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

21.3 No photographs of the Facilities or System or any part there of or equipment employed thereon shall be taken or permitted by the Contractor to be taken by any of its employees or any employees of its Subcontractor without the prior approval of the Competent Authority in writing and no such photographs shall be published or otherwise circulated without the approval of the Competent Authority in writing.

21.4 The Corporation shall use its best efforts to ensure that the confidential proprietary information relating to the Contractor is not made public. However, the Corporation shall not be liable in any manner whatsoever in case such information becomes public.

22.0 Assignment

22.1 The Contractor shall not subcontract the whole of the Operations or a part thereof. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Operations without the prior consent of the Competent Authority. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and it

shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.

22.2 The Contractor shall not be required to obtain such consent for:

- a) The provision of labour, or
- b) The purchase of materials specified in the Contract.

22.3 In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, plant or Operations supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Contract Period under the Contract, the Contractor shall at any time, after the expiration of such period, assign to the Corporation, at the Corporation's request and cost, the benefit of such obligation for the unexpired duration thereof.

J. Default of Contractor

23.0 Events of Default

23.1 At any time after the Commencement Date, the Competent Authority may investigate each case where the Contractor has failed to properly perform the Operations in accordance with this Contract. The Competent Authority shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.

23.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

23.2.1 The Competent Authority certifies to the Corporation, with a copy to the Contractor, that, in its opinion, the Contractor:

23.2.1.1 Has repudiated the Contract, or

23.2.1.2 Without reasonable excuse has failed to commence Operations in accordance with this Contract, and pursuant to the Commencement Date; or failed to complete the Operations within the time stipulated for completion;

23.2.2 Gross misconduct of the Contractor;

23.2.3 Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;

23.2.4 Contractor persistently fails to follow Good Operating Practices in execution of the Contract; -

23.2.5 If the Contractor changes the use to which any part or whole of the Site is put, or initiates a variation without the required approval of the Competent Authority;

23.2.6 The Contractor stops providing the Operations for one (1) day and the stoppage has not been authorised by the Competent Authority;

23.2.7 The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Competent Authority;

23.2.8 If the Contractor is in breach of any law or statute governing the Operations;

- 23.2.9 The Contractor does not maintain a security, which is required; and
- 23.2.10 The Contractor, in the judgement of the Corporation has engaged in Corrupt Practices Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- 23.2.11 If the Contractor fails to obtain or keep in force the insurance requirements under thisContract;
- 23.2.12 The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;
- 23.2.13 The Contractor is unable to maintain the composition and structure of it's organization due to any of the following causes:
 - 23.2.13.1 The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
 - 23.2.13.2 The Contractor becomes insolvent;
 - 23.2.13.3 A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - 23.2.13.4 Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

24.0 Consequences of Default

- 24.1 If a default by the Contractor is said to have occurred, the Corporation may, after giving three (3) days notice to the Contractor, enter upon the Site, the Facilities and/or System, and terminate the Contract without thereby releasing the Contractor from any of its obligations under the Contract, or affecting the rights and authorities conferred on the Corporation by the Contract. The Corporation may use so much of the Contractor's equipment, temporary works and materials as it may think proper.
- 24.2 If the Contract is terminated because of an Contractor's event of default, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Contractor or departmentally and at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor the difference shall be a debt payable to the Corporation.
- 24.3 If the Contract is terminated because of an Contractor's event of default, all materials on the Site, plant, equipment and temporary works shall be deemed to be the property of the Corporation,
- 24.4 Unless prohibited by law, the Contractor shall, if so instructed by the Competent Authority within three (3) days of such entry and termination, assign to the Corporation the benefit of any Contract for the supply of any goods or materials or Operations, which the Contractor may have entered into for the purposes of the Contract.

K. Default of Corporation

25.0 Events of Default

- 25.1 An event of default on the part of the Corporation, affecting the performance of the Contractor's Operations, shall be deemed to have occurred due to any of the following causes:
- a) The Corporation does not give access to part of the Site by the Commencement Date;
 - b) The Corporation does not make a payment certified by the Competent Authority, within ninety (90) days from the day of receipt of the Competent Authority's certificate;
 - c) The Competent Authority instructs the Contractor to stop providing the Operations and the instruction is not withdrawn within three (3) days; and
 - d) The Corporation is in breach of any law or statute governing this Contract.

26.0 Consequences of Default

- 26.1 The Contractor may terminate its employment under the Contract by giving notice to the Competent Authority, with a copy to the Municipal Commissioner. Such termination shall take effect fourteen (14) days after giving the said notice.
- 26.2 If the Corporation, before the expiry of the above notice period, or immediately thereafter removes the cause of its default, the Contractor's entitlement shall lapse in respect of such defaults, and the Contractor shall continue with/resume normal working as soon as is reasonably possible.

L. Risks, Indemnification & Insurance

27.0 Risks

- 27.1 The Corporation is responsible for excepted risks, arising solely due to the design of the Facility and System and all Force Majeure events.
- 27.2 All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, is the responsibility of the Contractor.

28.0 Indemnification

- 28.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 28.2 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,
- i. Payment of Wages Act, 1936;
 - ii. Minimum Wages Act, 1948;
 - iii. Employers Liability Act, 1938;
 - iv. The Workmen's Compensation Act, 1923;
 - v. Industrial Dispute Act, 1947;
 - vi. Indian Factories Act, 1948; and

vii. Maternity Benefit Act, 1961
or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Operations, whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Corporation, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

29.0 Insurance

- 29.1 The Contractor shall provide, in the joint names of the Corporation and the Contractor, insurance cover from the Commencement Date to one year beyond the end of the Contract Period, for the Contractor's risks covering:
- 29.1.1 Loss of or damage of property (except the Facilities, System and Equipment) in connection with the Contract;
- 29.1.2 Personal injury or death; and
- 29.1.3 The Contractor's All Risk (CAR) Insurance Policy, The cover shall be obtained from the Directorate of Insurance, Maharashtra State only.
- 29.2 The Contractor may, at its own discretion, provide for the following insurance covers,
- 29.2.1 Loss of or damage to the Facilities and/or System; and
- 29.2.2 Loss of or damage to equipment, Such cover may be taken either from the Directorate of Insurance, Maharashtra State, or from any other insurance company with the approval of the Corporation.
- 29.3 The Contractor shall deliver, policies and certificates to the Competent Authority for its approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 29.4 If the Contractor or any of its Subcontractors does not provide any of the policies and certificates required, the Corporation may effect the insurance, which the Contractor should have provided and recover the premiums the Contractor has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due to the Corporation.
- 29.5 Alterations to the terms of insurance shall not be made without the approval of the Competent Authority and both Parties shall at all times comply with any conditions of the insurance policies.

M. Force Majeure

30.0 Force Majeure Events

- 30.1 A Force Majeure event, is said to have occurred if any such event arises after the issue of the Letter of Award of Contract and extends for a period greater than thirty (34) days, outside the control of both Parties, thereby rendering it impossible or unlawful for either Party to fulfill its Contract obligations, under the law governing the Contract.

The Force Majeure Events are:

- i. War, invasion, mobilisation, requisition or embargo;
- ii. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- iii. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- iv. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of its Subcontractors;
- v. Floods and any other calamity resulting from climatic imbalances; and
- vi. Provided always that such events are beyond the control of the Parties and have a Materially Adverse Effect on the Operations.

30.2 The Contractor shall be under no liability whatsoever in consequence of any of the Force Majeure events referred to in this clause, whether by way of indemnity or otherwise.

30.3 Both Parties shall be released from further performance pursuant to any Force Majeure event, occurring outside the control of both Parties and extending for a period greater than one hundred and eighty (180) days.

30.4 If the Contract is frustrated by a Force Majeure event, the Competent Authority shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Operations as quickly as possible after receiving this certificate.

31.0 Consultation and Duty to Mitigate

31.1 For so long as the period of Force Majeure is continuing, the affected Party shall consult with the other Party, on the period and effect of the Force Majeure event, and the affected Party shall use all reasonable endeavors to alleviate its effects on the performance of its obligations under this Contract. The other Party shall afford reasonable assistance to the affected Party to alleviate the effect of the Force Majeure event on the performance by the affected Party of its obligations under this Contract. The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the same during the subsistence of such Force Majeure Event.

32.0 Consequences of Force Majeure

32.1 If and to the extent that any of the Force Majeure events listed above, results in loss or damage to the Facility and/or System the Contractor shall promptly give notice to the Corporation. The Corporation may direct the Contractor to rectify this loss or damage to the extent required by the Corporation, at costs to be mutually agreed between the Parties. The Contractor shall expeditiously rectify the loss or damage, and shall be entitled to payment of such costs. In the even that the Parties are not able to reach an agreement on the cost of rectification, the Corporation may carry out the rectification works by itself or through any agency nominated by it. The Contractor shall provide all cooperation required to complete such rectification expeditiously.

33.0 Resumption of Performance

33.1 When the affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party a written notice to that effect and shall promptly,

and in any event within three (3) days, resume performance of its obligation hereunder.

- 33.2 The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure Event does not impede the performance.
- 33.3 There shall be no incentive or penalty/liquidated damages applicable in the period of subsistence of a Force Majeure.

N. Taking Over

34.0 Taking Over Process

- 34.1 At the end of the Contract Period, or its earlier termination except on account of default of the Contractor, the Contractor shall request the Competent Authority to take-over the Facilities and/or System. The Corporation shall take over the Facilities and/or System within seven (7) days of such a request being made.
- 34.2 The Contractor shall:
- 34.2.1 Cease all further Operations, except for such Operations as may be necessary and instructed by the Corporation's Representative for the purpose of making safe or protecting those parts of the Facilities and/or System, and any Operations required to leave the Site in a clean and safe condition;
- 34.2.2 Hand over all documents and supplies for which the Contractor has received payments; and
- 34.2.3 Remove Contractor's equipment, which is on the Site and repatriate its entire staff and labour from the Site.
- 34.3 The Contractor shall supply to the Competent Authority a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Contract Period. The Competent Authority within twenty-eight (28) days of receiving the Contractor's account shall certify any final payment that is due to the Contractor, or indicate to the Contractor the corrections or additions that are necessary. If the final account is still unsatisfactory, after the Contractor resubmits it, the Competent Authority shall decide on the amount payable to the Contractor and issue a payment certificate.
- 34.4 The Corporation shall any time, within a period of ninety (90) days from the CompletionDate or Termination Date as applicable, carry out an independent assessment of the Facilities and/or System departmentally or through a Successor Contractor. Any deficiencies in the Facilities and/or System shall be made good by or at the cost of the Contractor so as to bring the Facilities and/or System into Good Repair and proper working condition, as handed over at the Commencement Date, normal wear and tear excepting.

O. Security Deposit

35.0 Security Deposit

- 35.1 The Contractor shall pay a Security Deposit equal to the Amount indicated in the Schedule A as security for due fulfillment of the Contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.
- 35.2 The mode of making this deposit is as under.
- 35.2.1 Initial Security Deposit: It is optional to the Contractor to make the Initial Security

Deposit in any one of the following ways:

- a) Wholly in cash; or
- b) Wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format; (Annexure 1 of the Detailed Tender Notice) or
- c) Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format.

35.2.2 Retention Money: The remaining amount of the Security Deposit (if applicable as per Schedule A) shall be recovered from the Contractor's running bills at the rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed in the Security Deposit as above after which such retention will cease.

35.2.3 The Contractor will have to deposit a Bank Guarantee equal to 10% of contract amount as security towards Improvement Works, Additional Improvement Works, Extra Works to be executed by Contractor.

35.3 All compensation or other sums of money payable by the Tenderer under the terms of this Contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of its Security Deposit being reduced by reason of any such deduction, the Contractor shall within fifteen (15) days of receipt of notice of demand from the Corporation make good the deficit.

35.4 In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the guarantee of the bankers of the Contractor, and of the Contractor under any of the provisions of this Contract becoming subject to or liable for any penalty for damages liquidated or un-liquidated or of the said deposit becoming forfeited or any breach or failure or determination of Contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Corporation, shall immediately on demand be paid by the said bankers to Corporation and may be forfeited by the Corporation under and in terms of the said guarantee.

35.5 There shall be no liability on Navi Mumbai Municipal Corporation to pay any interest on the Performance Security deposited by or recovered from the Contractor.

36.0 Forfeiture of Security Deposit

36.1 If during the term of this Contract the Contractor is in Default of the due and faithful performance of its obligations under this Contract, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

37.0 Return of Security Deposit

37.1 Excepting the Security Deposit of the last Operating Year, each Security Deposit shall be returned to the Contractor by the Corporation within five (5) days following the expiration of its validity, provided that there are no outstanding claims of the Corporation on the Contractor. The Security Deposit of the last Operating Year shall be returned to the Contractor at the end of twelve (12) months after the Completion Date or Termination

Date of this Contract.

P. Procedure for Disputes & Resolution

38.0 Competent Authority's Decision

38.1 If a dispute(s) of any kind whatsoever arises between the Contractor and the Competent Authority's Representative the same shall be referred to the Competent Authority for its decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within fourteen (14) days of receipt of notice. If either Party is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of fourteen (14) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration.

39.0 Dispute Resolution

39.1 If any dispute arises between the parties, the said dispute will be amicably settled by both parties. Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hear in before mentioned or as to any other question, claim, right, matter of handing whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the Operations, or the execution or failure to execute the same where arising during the progress of the Operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the Municipal commissioner. This does not construed to mean that Municipal Commissioner will act as an Arbitrator.

40.0 Governing Provisions

40.1 As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

41.0 The several parts of this contract have been read by / to us and fully understood by us.

**IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESETS
IN CUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.**

SIGNED & DELIVERED FOR AND ON BEHALF OF NAVI MUMBAI
MUNICIPAL CORPORATION

Signature

Designation

In the presence of witness

- 1. Address
- 2. Address

SIGNED AND DELIVERED FOR AND ON BEHALF OF

.....

In the presence of witness

- 1. Address
- 2. Address

Date :-

Place :-

Part – III

Form of Tender and Annexure to contract

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

PROFORMA
PROFORMA– I

List of similar types of works successfully completed in category of Garden / Horticulture development and maintenance works, during last five years:

Sr. No.	Name of the Project	Name of the Employer	Stipulated Date of Completion	Actual Date of Completion	Actual Cost of Work
1	2	3	4	5	6

NOTE: 1) Attested copies of completion/performance certificates from the Removal of Dead and Dangerous trees/branches works in charge should be annexed.
2) Works shall be grouped financial year-wise.

PROFORMA-II

Yearly turnover during the last five (5) years.

Sr. No	Financial Year	Annual Turnover	Updated Value of Current Year	Average of Last 5 years	Page No.
1					
2					
3					
4					
5					
		TOTAL:			

PROFORMA–III

Evidence stating that they have successfully completed works of Horticulture development and maintenance works during last five years turnover

Name of The Project	Name of the Employer	Cost of the Project	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Actual Cost of Contract Done	Remark explaining reasons for delay, if any
1	2	3	4	5	6	7	8

Note: Attested copies of completion/performance certificates from the Horticulture in charge should be annexed.

PERSONAL:

PROFORMA–V

Sr. No.	Post	Name	Qualification	Work Experience	
		(Prime Candidate/ Alternate)		No. of Years	Name of Projects
1					
2					

NOTE: Attested copies of qualification certificates and details of work experience shall be submitted.

Signature of Tenderer

No. of Corrections

Signature of Authorized NMMC Official

PROFORMA–VI /A
MACHINERY:

Sr.No	Equipment	No.	Owned/ Leased/Assured Access	DocumentsatPage
1	2	3	4	5

PROFORMA–VI /B

Sr.No	Equipment	No.	Owned	DocumentsatPage
1	2	3	4	5

NOTE:Thetenderer(s) shallfurnishtheresite documents.

PROFORMA–VII/A

DetailsofExisting Commitmentsand opening works:

Description of work	Place	ContractNo. &Date	Name&Addressofthe Employer	Valueof Contractin Rs.	Scheduled Date ofCompletion	Valueofwork remainingto Becompleted	AnticipatedDate ofCompletion
1	2	3	4	5	6	7	8

PROFORMA–VII /B

Detailsofworksforwhichbidsare already submitted –

Descriptionof work	Place	Name&Addressof theEmployer	Valueof ContractinRs	TimePeriod	Dateon which decisionisexpected	Remarks
1	2	3	4	5	6	7

Note:AttestedcopiesofcertificatesfromtheHorticulturalinchargefor each work annexed.

Annexure –1

FORM OF BANK GUARANTEE BOND

(On a Rs. 500/- Stamp paper)

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :- *Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.*

In consideration of the Navi Mumbai Municipal Corporation (hereinafter called 'The NMMC') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as 'the bank') at the request (indicate the name of the bank) of _____ [(Contractor (s) do hereby undertake to pay the NMMC an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any branch by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

We _____ do hereby undertake to pay the (indicate the name of the bank) amounts due and payable under this guarantee without any demur, merely on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We, undertake to pay to the NMMC any money so demanded not with standing any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

We, _____ further agree that the Guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DMC of NMMC (indicate the name of Administrative Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

We _____ further agree with the NMMC that (indicate the name of Bank) the NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

We, _____ lastly undertake not to revoke this (indicate the name of bank)guarantee during its currency except with the previous consent of the NMMC in writing.

For
(Indicate the name of bank)

Date :-

Place :-

Annexure –2

UNDERTAKING

(On a Rs. 500/- Stamp paper)

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :-for Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.

The information / documents submitted by us are true to our knowledge and if the information /documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying Tender will be forfeited.

Also I/We aware that if the information / document found to be untrue or false during the currency of Contract, our Contract liable to be terminated.

..... I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the sub-soil conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I / We have based my / our rates for this Work. The specifications, conditions bore results and lead of materials on this Work have been carefully studied and understood by me / us before submitting this Tender. I / We undertake to use only the best materials approved by the DMC, N.M.M.C. or his duly authorised assistant, before starting the Work and to abide by his decision.

I/ we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in Schedule 'A' and within the time limit laid down in 24 of Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

Should this Tender be accepted I/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of money mentioned in the said conditions.

Demand draft No.....Dated from the Nationalised/ Scheduled Bank at..... in respect of the sum of *Rs..... is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to N.M.M.C. should I/ we not deposit the full amount of security deposit specified in the Detailed Tender Notice.

Tenderer

Address

Date the day of 20

(Name)

**Signature of Tenderer
Seal**

(witness)

Address

Signature of Witness

Date :-

Place :-

Annexure –3

FIRM DETAILS

1.	Name of Firm and Class of Registration with Validity date & value of Registration	
2.	Address for communication & Telephone No. E – mail	
3.	Details of Proprietor/Partners/Director	
	Name	Address
		Qualification and Experience
	Annual Turnover	Certified copy of Audited Balance Sheet
	Previous Financial year (Y-1)	Profit / Loss statement attested
	2 nd Previous Financial year (Y-2)	(Yes/No.)
	3 rd Previous Financial year (Y-3)	
	4 th Previous Financial year (Y-4)	
	5 th Previous Financial year (Y-5)	
	Details of Black Listed & Litigation	
6.	Remarks	

Signature of Proprietor or Authorised person of the Firm

Annexure - 4

Details of Works of similar type and magnitude carried out by the Tenderer

Name of the tenderer:

Sr. No.	Name of Work	Type of Work	Name of Department & Address	Cost of Work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9
1)								
2)								
3)								

Note: The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed.

Signature of Tenderer

No. of Corrections

Dmc Garden

Annexure - 5

List of Work in Hand as on the date of submission of this Tender

Name of the tenderer:

Sr. No.	Name of Work	Name of Department and Address	Work in Hand		Anticipated Date of Completion	Remark
			Tender Cost	Cost of Remaining Work		
1	2	3	4	5	6	7

Signature of Tenderer

No. of Corrections

Dmc Garden

Annexure - 6

List of Works tendered as on the date of submission of this Tender

Name of the tenderer:

Sr. No.	Name of Work	Name of Department and Address	Works tendered for			Remark
			Estimated Cost	Date when decisions expected	Stipulated date of period of completion	
1	2	3	4	5	6	7

Note: 25% to 50% estimated amount shall be consider based on stipulated period of completion.

Signature of Tenderer

No. of Corrections

Dmc Garden

Annexure - 7

List of relevant plant and machinery

Name of the tenderer:

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age & Conditions	Present Location	Remarks
1	2	3	4	5	6	7	8
A)	Immediately available						
B)	Proposed to be procured for the Work.						

Signature of Tenderer

No. of Corrections

Dmc Garden

Annexure - 8

Details of Technical Personnel available with the Contractor

Name of the tenderer:

Sr. No.	Name of person	Technical Qualification	Whether working in field or in office	Experience of execution of similar Works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7

Signature of Tenderer

No. of Corrections

Dmc Garden

Annexure – 9

AFFIDAVIT

(On a Rs. 500/- Stamp paper)

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :- for Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.

I/We hereby state that we are aware of the provisions of section 10 (1) 10 (f) and (g) of the BPMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of BPMC Act

- 10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.
- 10 (f) “Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation”.
- 10 (g) “Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned”.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences.

Tenderer
Address
Date the day of 20

Signature of Tenderer
Name
Seal

Witness
Address
Date the day of 20

Signature of Witness
Name
Seal

Date :-
Place :-

Affidavit (on 500/-stamp paper)

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :- *for Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.*

I.....age.....address.....
.....(Authorized signatory to sign the contract, hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm..... authorized signatory and I am submitting the documents in envelop no 1. For the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below.-

1. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper/information submitted in envelop no .1.
2. I am liable for action under India pinal code if during contract period and defect liability period, an false information, false of bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false/ fraudulent during contract period and even after the completion of contract (Finalisation of final bill)

(Name)
(Signature of contractor)

(Seal of company)

Date :-

Place :-

परिशिष्ट -1
नमुना सत्यप्रतिज्ञापत्र (रूपये 500/-च्या स्टॅम्पपेपरवर)

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :- for Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.

मी.....वय वर्षे.....राहणार
..... या सत्यप्रतिज्ञापत्राद्वारे लिहून देतो की, मी
..... या फर्मचा /कंपनीचा मालक असून..... या कामासाठी
निविदा सादर करित आहे. त्या निविदेच्या लिफाफा क्र.1 मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पुर्ण आहेत.
त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्तीसह मान्य करित
आहे. या कागदपत्रांमध्ये काही चुकीची, दिशाभूल करणारी, खोटी व तसेच अपुर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता
अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

1. जर कंत्राट कालावधीदरम्यान, मी, माझ्या कार्यालयाने किंवा माझ्या कर्मचार-यांनी सार्वजनिक बांधकाम विभागाला कोणतीही
खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यावहारात खोटी / बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास, मी
भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
2. जर कंत्राट कालावधीदरम्यान आणि काम समाप्तीनंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे
खोटी / बनावट किंवा फसवी आढळल्यास, मी भारतीय दंड संहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
3. जर काम समाप्तीनंतर दोषदायित्व कालावधीदरम्यान किंवा त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंवा कागदपत्रे
खोटी / बनावट किंवा फसवी आढळल्यास, मी भारतीय दंड संहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

(नाव)
कंत्राटदाराची सही / शिक्का

Date :-

Place :-

PROFORMA OF AGREEMENT

Re TENDER NOTICE NO. – NMMC/GARDEN/B-2/13/2021-22

Name of Work :- *Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt, Road Divider, jogging tracks & Road side shoulders of CBD Belapur II.*

AGREEMENT

FOR.....
Made at Navi Mumbai this day of the year Two Thousand and Three between Navi Mumbai Municipal Corporation having its Registered office **Plot no 1 & 2 ,Govardhani chowk, Sector 15 A C.B.D. Belapur, Navi Mumbai – 400 614.** CBD Belapur, Navi Mumbai, (hereinafter called the Corporation) of the one part and having its registered office at (herein-after called the Operator) of the other part.

WHEREAS

The Corporation being desirous of awarding the Operations and which the Contractor is desirous of executing, the details of which are mentioned, enumerated or referred to in the Tender Notice, Detailed Tender Notice, Conditions of Contract and the Tender of the Operator, copies of all of which are hereto annexed.

AND WHEREAS

The Corporation has accepted the Tender of the Operator for the execution of the said Operations at the rates stated in the Schedules and upon the terms and conditions here in after agreed to.

AND WHEREAS

The Operator has deposited with the Corporation a sum of Rs. (Rupees only) being the Initial Security Deposit payable by the Operator and has undertaken to pay the balance amount of the Security Deposit by allowing the Corporation to deduct the same from the amounts payable to the Operator and to be retained by the Corporation until the completion of the said Contract.

NOW THIS AGREEMENT WITNESS AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

(Name)

(Signature of contractor)

(Seal of company)

Date :-

Place :-

Appendix 3

Reporting

REPORTING
APPENDIX 3 TO THE CONDITIONS OF CONTRACT
SERVICE CONTRACT
*Tender For The Work Of Operation & Maintenance of Gardens, developed open spaces, Treebelt,
Road Divider, jogging tracks &
Road side shoulders of CBD Belapur II.*

Attachment:1 Horticulture work of garden

S r. N o.	Name of garde n	Cleani ng and dispos al of garbag e	Wateri ng of Lawn/ Shrub s & Trees	Maintenanc e of Lawn	Mainten ance of edges/he dges & shrubs	Mainten ance of Big Trees	Top dressing of Soil & FYM	Road Divide rs	Seaso nal and Flowe r Bed	Com posti ng	Care and Maintenan ce of Swan/Duc k

Attachment 2: Salient Features of Major Labour Laws

Salient Features of Some Major Labour Laws Applicable to Establishments Engaged in Building and Other Construction Works

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - i. Pension or Family pension on retirement or death, as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of PF accumulation on retirement/ death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage, etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Operator to contract labour and in case the Operator fails to provide, the same are required to be provided, by the Principal Owner by Law. The Principal Owner is required to take Certificate of Registration and the Operator is required to take license from the designated Officer. The Act is applicable to the establishments of Operator or Principal Owner if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948:- The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runaways are scheduled employment.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matter of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2250/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 200/- per month only. The Act does not apply to certain establishments. The newly set-

up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947:- The act lay down the machinery and procedure for resolution of Industrial disputes, in what situations a strike of lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Services) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are recruited to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- o) The Building and Other Construction Workers (Regulation of Employment and conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay Cess at the rate not exceeding 2% of the cost construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place, etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: - The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- q) Genaral Body has passed Resolution No. 1716 dated 06/08/2007, Resolution No.1837

dated 16/10/2007, Resolution No.965 dated 14/09/2011 & Commissioner's Office order No. 387 dated 09/11/2012 for payment to contract labour. The payment to contract labour shall be paid as per General Body Resolutions / Commissioner's Office orders along with the increase in Dearness Allowances, Field Allowances & any other Allowances from time to time in future within the contract period.

Corporation will not pay any extra amount to the Contractor / Operator towards such increase in salary & various allowances to be paid to the contract labours within the contract period.

Attachment:2 Horticulture work of garden

Sr. No.	Name of garden	Cleaning of garbage	Watering of Lawn/Shrubs & Trees	Maintenance of Lawn	Maintenance of edges/hedges & shrubs	Maintenance of Big Trees	Top dressing of Soil & FYM	Road Dividers	Seasonal and Flower Bed	Composting	Care and Maintenance of Swan/Duck

Attachment: 2

Sr. No.	Maintenance of Lawn	
1.	Weeding/Cleaning	Daily
2.	Watering	Daily
3.	Moving of Lawn	2 Times in month (15 Days interval)
4.	Planting of Lawn where gap found.	If necessary
5.	Supply of Soil & FYM (Top Dressing)	once in a year (In the month of Oct to May)
6.	Application of insecticides / pesticides & fungicides.	Occurrence of pest & diseases

Sr. No.	Maintenance Edges, Hedge, Shrubs & Planters	
1.	Weeding / Cleaning	Daily
2.	Watering.	Daily
3.	Trimming of Edges /Hedges	2 Times in month (15 Days interval)
4.	Giving Topiary shapes to shrubs & Planters	2 Times in month (15 Days interval)
5.	Loosening of Soil.	2 Times in month (15 Days interval)
6.	Application of insecticides / pesticides & fungicides.	Occurrence of pest & diseases
7.	Supply of Soil & FYM	once in a year (In the month of Oct to May)
8.	Replacement of Dead Edges, Hedges & Shrubs	In necessary

Sr. No.	Maintenance of Big Trees	
1.	Weeding / Cleaning	Daily
2.	Watering	Daily
3.	Trimming, support of bamboo if require.	2 Times in month (15 Days interval)
4.	Replacement of Dead Trees	In necessary
5.	Supply of Soil.	once in a year (In the month of Oct to May)
6.	Application insecticides / pesticides & fungicides.	Occurrence of pest & diseases