

NAVI MUMBAI MUNICIPAL CORPORATION
C.B.D. BELAPUR, NAVI MUMBAI – 400 614.

TENDER

NMMC/GARDEN/B-2/31(9)/ 2023-2024

Tender for the work of

**Comprehensive Contract for Operation, Maintenance & Protection
of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic
Island, Green Belt & Road side shoulders in Palm Beach Road**

Date of Sale (Upload) - 26/12/2023 to 16/01/2024 upto 13.00 Hrs

Pre-Bid Meeting - 03 /01/2024 at 11.30 hrs.

Date of Submission - 26/12/2023 to 16/01/2024 upto 15.00 Hrs

Date of Opening - 17/01/2024 upto 16.00 Hours (if Possible)

Tender Price – 3540 /- (including 18% GST)

(Non – Refundable)

Office :

Dy. Commissioner (Garden),
Navi Mumbai Municipal Corporation
2nd Floor, Plot No.1, Sector-15A,
C.B.D., Navi Mumbai – 400 614

उदयान विभाग

निविदा सुचना क्र. नमंमपा/उदयान/ बी-2/31(9)/2023-2024

नवी मुंबई महानगरपालिकेकडून खालील कामांकरीता नोंदणीकृत व पूर्वानुभव असलेल्या कंत्राटदारांकडून Online निविदा मागविण्यात येत आहे.

सदरहू कामाचा संक्षिप्त तपशील खालीलप्रमाणे आहे.

अ. क्र.	कामाचे नाव	निविदा प्रकार	इसारा रक्कम रु.	कोरी निविदा फॉर्म फी (GST सह) रु.	कामाचा कालावधी
1	बेलापुर भाग-1 विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे.	बी-2	689000/-	3540/-	2 वर्ष
2	बेलापुर भाग-2 विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे.	बी-2	742000/-	3540/-	2 वर्ष
3	नेरुळ विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे.	बी-2	673000/-	3540/-	2 वर्ष
4	वाशी विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	1015000/-	3540/-	2 वर्ष
5	तुर्भे/सानपाडा विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	523000/-	3540/-	2 वर्ष
6	नवी मुंबई महानगरपालिका कोपरखैरणे विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	419000/-	3540/-	2 वर्ष
7	घणसोली विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	322000/-	3540/-	2 वर्ष
8	ऐरोली/दिघा विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	554000/-	3540/-	2 वर्ष
9	ठाणे बेलापुर रोड विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा,वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	323000/-	3540/-	2 वर्ष

10	पामबिच रोड विभाग कार्यक्षेत्रातील उदयाने, रस्ता दुभाजक, मोकळ्या जागा, वाहतुक बेटे, ट्री बेल्ट इत्यादींचे सर्व समावेशक पध्दतीने संवर्धन व संरक्षण करणे	बी-2	रु. 364000/-	3540/-	2 वर्ष
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निविदा पुस्तिका ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या (<https://nmmc.etenders.in>) या संकेत स्थळावर प्राप्त होतील. निविदेचे सादरीकरण खालील तक्त्यात नमुद केल्याप्रमाणे <https://nmmc.etenders.in> या संकेत स्थळावर Online करण्याचे आहे.

ई-निविदा प्रसिद्धीचा तपशील

ई-निविदा विक्री व भरणे (Upload) कालावधी	दिनांक - 26 /12/2023, सकाळी 11.00 पासून दिनांक - 16 /01/2024 रोजी दुपारी 1.00 वाजेपर्यंत
निविदा पुर्व सभा	दिनांक - 03/01/2024 सकाळी 11.30 वाजता
ई-निविदा सादरीकरण (Submission) कालावधी	दिनांक - 26/12/2023, दुपारी 3.00 पासून दिनांक - 16/01/2024 रोजी दुपारी 3.00 वाजेपर्यंत
ई-निविदा उघडण्याचा दिनांक	दिनांक - 17/01/2024, दुपारी 4.00 वाजता, शक्य झाल्यास

निविदाकारांनी कोरी निविदा फॉर्म फी, इसारा अनामत रक्कम व सेवा शुल्क ऑनलाईन पेमेंट गेटवेद्वारे भरावयाचे आहे. वरील नमुद सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडीट कार्ड अथवा नेट बँकींग मार्फत भरणा करता येईल. उपरोक्त पैकी कोणतेही शुल्क नमुंमपाचे लेखा विभागात स्विकारले जाणार नाही, याची निविदाकारांनी नोंद घ्यावी.

कोणतीही निविदा स्वीकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवलेला आहे.

उप आयुक्त (उदयान)
नवी मुंबई महानगरपालिका

Schedule A

Signature of Tenderer

No. of Corrections

Dy. Commissioner(Garden)

City Eng

Tender Notice No. NMMC /GARDEN / B-2 /31(9)/ 2023-24**SCHEDULE 'A'**

1.	Name of Work	Comprehensive Contract for Operation, maintenance & Protection of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic Island, Green Belt & Road side shoulders in Palm Beach Road.
2	Estimated cost of Work	B-2 Type Tender
3	Type of Contract	Comprehensive Operation and Maintenance Work
4	Persons Responsible	Dilip Nerkar, Dy. Commissioner (Garden)
5	Period of sale of Tender	26/12/2023 to 16/01/2024 (download from official website)
6.	Cost of each Tender form	Rs. 3000/- + 540/- (18% GST) = Rs. 3540/- Non-refundable Payable through online payment gateway by debit/credit card of any bank or by net banking from bidders/agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Receipt of the same should be uploaded with technical documents
7.	Earnest Money	Rs.364000/- (Payable through online payment gateway by debit/credit card of any bank or by net banking from bidders/agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Receipt of the same should be uploaded with technical documents.)
8.	Pre-Bid Meeting	On 03/01/2024 at. 11.30 Hrs. in the Conference Hall, 2 nd floor, Garden dept., NMMC Head Office, Plot No. 1& 2, sec. 15A, CBD Belapur, Navi Mumbai 400614. Any other Query after pre-bid meeting will not be entertained.
9.	Last date of Receipt of Tender	16/01/2024 up to 15.00 Hrs.
10..	Probable Date and time of opening of tender	17/01/2024 at 16.00 Hrs.
11.	Eligibility Registration	Valid Registration Certificate from PWD/CIDCO required for the work upto 1.50 Cr. only & for above 1.50 cr. Works Registration certificate not required. But Tenderer have to fulfill all other conditions mentioned in Schedule-A. & Tender doc.
12.	C.A. certified Copy of annual Turnover for last Five years.	Annual Financial turnover in any one of the last 5 Years, Ending 31st march of the previous financial year, should be at least Rs.273.00 lacs (10% increase will be consider upto current year)
13.	Experience	A) Three Completed Garden maintenance works costing Not less than the Amount Rs.91.00 Lacs OR B) Two Completed Garden maintenance works costing Not less than the Rs.127.00 Lacs OR C) One Completed Garden maintenance works costing Not less than the Amount Rs.218.00 Lacs (10% increase will be consider upto current year) AND Experience of having garden maintenance work of Minimum 75% Area mentioned in Schedule "C"
14.	Special Condition	<ul style="list-style-type: none">• Agency whose work has been terminated in any organization due to its earlier unsatisfactory/bad performance will not be eligible for this tender.• Agency whose tenders have been not opened last time due to its earlier unsatisfactory/bad performance in any organization will not be eligible for this tender.• Bidder who left the work himself before the completion of contract period in any organization are not eligible.

15.	Sublet Allowed for Garden work	According to the specific nature of the work to be allotted, it should be mandatory that the equivalent work is actually done by the contractors. If the concerned bidder have sublet the work from other Register PWD/MJP/CIDCO/ Maharashtra Govt. Register contractor it will be the mandatory to attach written permission of the DMC Garden authority.
16	Qualified Personnel	Civil Engineer –Minimum 1 No. (Educational Qualification Certificate to be uploaded) Graduate in Agriculture/Horticulture/Botany/Forestry- Minimum 1 No. (Educational Qualification Certificate to be uploaded) ITI Electrician – Minimum – 1 No. (Educational Qualification Certificate to be uploaded) information to be submitted in annex-8
17	Equipment Required	Work tools- Lawn mover / brush cutter, hedges cutter, chain saw cutter, secateurs, trolley, chain saw-cutter, pipe for watering, khurpi, axe, spray pumps, Jet machine should be have with contractor & ownership is mandatory. Information to be submitted in Annex-7 All equipment has to be functional condition. Undertaking for hiring for Dumper, Pickup Van to be hired whenever required should be given on Rs.500/- stamp paper.
18	Validity Period	The Offer of The Contractor shall remain valid for 120 days from the date of opening bid of tender. As per the Government Resolution Dated 29 th January 2019 –if any Bidder withdraws his bid/offer before the above said period. The EMD at the time of submission of tender shall stand forfeited AND bidder is blacklisted for one year to submit the tender.
19	Total Security Deposit	(2.0% of Contract Cost) (To be paid at the time of agreement)
20	Completion Period	Two Years (May be Renewed Annually by the Municipal Commissioner for Continuation in Accordance with condition of contract on satisfactory performance)
21	1.Contract as A Whole Period of Completion- 2. Part or Groups of Items (I)As a whole work	Two Years (May be Renewed Annually by the Municipal Commissioner for Continuation in Accordance with condition of contract , on satisfactory performance) Two Years (May be Renewed Annually by the Municipal Commissioner for Continuation in Accordance with condition of contract , on satisfactory performance)
22	Supervision charges	Percentage to be charges as supervision charges for the work got executed through other means. - 24.50 percent.
23	Others:- Price Variation Clause	No price variation clause applicable as the work has 100% budget provision. As per GR No.सोएक/ 2017/ 2.E.08/ इमा-2, दि.27/09/2018,Para No.2.9.5.
24	Tenderer / Bidder should submit Affidavit & Undertaking (Annexure 2 & 9) in requisite format on Non – Judicial stamp paper of Rs.500/- & false documents Affidavit on Rs. 100/- stamp paper. All schedules are in prescribed format & dated. All applicants are cautioned that incomplete information in the Affidavit & Undertaking or any change(s) made in the prescribed forms will render the tender to be treated as non-responsive.	
25	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.	
26	The bidder must have to submit the self attested Hard Copy within 72 hours after the bid lock. Every Document is Self attested by the bidder. As per GR No.सोएक-2019/24.E.120/इमास्ता-2, दि.17/09/2019, paragraph No.8	
27	The Agency must submit the Royalty Challan's at the time of R.A. Bills; (if required) if not submitted the necessary charges will be deducted from the R.A. Bills.	
28	As Per Government of Maharashtra Circular, GST has been come into account from 1 st July, 2017 So Henceforth while quoting tender, Tenderer has to consider the GST factor (GR No शिसनप/प+कए-जोएसक-2017/ 2.E.81/कथन/ दि.19/08/2017 and दि.11/09/2017)	
29	Only one Work will be allotted to one Tenderer. If Tenderer submits bid for more than one tender, In this case,	

	lowest in all submitted tenders in which bidder is lowest will be allotted to them. In any condition more than one tender will not be allotted to one Tenderer. The bid will be opened in ascending order as per tender notice.
30	Tenderer / Bidder should submit Affidavit on Rs.100/- Stamp Paper in the prescribed format attached here with regarding the false documents submitted in the tender as per the GR No.संस्क-2022/24.E.50/इमरती-2, दि.12/05/2022. If bidder fails to submit the said Undertaking in technical documents his bid will be rejected.
31	Bank Solvency –Rs.36.38 lacs
32	Arbitration clause – “If there is no resolution of dispute after discussion between concerned HOD and the contractor, the said dispute shall be referred to the Commissioner of Navi Mumbai Municipal Corporation for the purpose of endeavoring to settle the dispute amicably, If such amicable settlement is not arrived at between the parties, the disputes between parties shall be subject to exclusive jurisdiction of Courts of Navi Mumbai Only. It is made clear that this clause is not an Arbitration Clause and noting in this clause shall be construed to mean that the Municipal Commissioner will act as an arbitration”.
33	<u>The bidder shall disclose the litigation history in Technical Documents under the head “Details of Litigation History” along with all supporting documents.</u> If there is no Litigation History, the bidder shall specifically mention that there is “ No Litigation History ” against him as per the clause of Litigation History. If bidder fails to submit this, his bid will be technically rejected. In case there is litigation History –Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with any Local self Government Authority, State Govt., Central Govt. or any authority under State or Central Govt. / Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with any Local self Government Authority & Any Local self Government Authority is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for any Local self Government Authority and the orders passed by the competent authority or by any Court where any Local self Government Authority is a party. While taking decision on litigation history, Hon. Municipal Commissioner, Deputy Commissioner (Garden), as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and also the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on any Local self Government Authority works which can spoil the quantity, output, delivery of any goods or any work execution and within the time frame. In case of Litigation History If bidder fails to submit the litigation history his bid will be technically rejected.
34	Hon.Commissioner, Navi Mumbai Municipal Corporation reserve the right to accept or reject any tender. At any stage. NOTE:-Tender conditions mentioned in SCHEDULE- 'A' will supersede Tender condition mentioned in DETAILED TENDER NOTICE TO CONTRACTOR, GENERAL CONDITIONS OF CONTRACT & elsewhere in Tender document wherever applicable.
35	Employees Provident Fund registration is compulsory and bidder should upload the EPF Registration certificate.
36	ESIC Registration certificate, Profession Tax registration certificate, Labour License should be uploaded.
37	Type of Contract - Comprehensive Operation and Maintenance Work
38	After allotment of work order, Contractor will have to register his all labours in the Office of Labour Commissioner & will have to submit the registration copy of the same to NMMC Garden dept. Within 1 month after receiving work order. Charges for the same will be borne by contractor.

Part I
Detailed Tender Notice

Signature of Tenderer

No. of Corrections

Dy. Commissioner(Garden)

City Eng

DETAILED TENDER NOTICE TO CONTRACTOR

1.0 Online Tenders are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation from Eligible bidders for the 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 online mode only as mentioned in schedule A and Receipt of the same should be Uploaded with tender.

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 PREBID 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 paid online payment gateway by Debit/Credit card of any bank or by net banking from bidders/agencies bank account only in favour of Navi Mumbai Municipal Corporation . Online receipt for the same should be uploaded with the technical documents.

Fixed EMD will be not Considered for any Tender.

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 in accordance with Clause No. 7 of the General Conditions of Contract. 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 the 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 out come 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 SPARE CAPACITY OF WORK FOR TENDERING

12.0 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.

13.0 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.

14.0 SCHEDULE OF RATES AND QUANTITIES

14.2 All the tender items are priced **as mentioned in Schedule "B" of Tender.**

14.3 The Contractors are expected to work out their own rates based on the detailed description of schedule "B" items, the specifications, Scope of work, Annexures attached with Tender document, actual inspection of site, drawings **& conditions** and finally arrive at the cost of the Work in the appropriate places. The Contractor has to quote per square meter rates in Schedule 'B'.

15.0 INSPECTION OF SITE AND SUFFICIENCY OF TENDER

15.1 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.

15.2 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 provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works.

15.3 No extra charges consequent on any misunderstanding or otherwise shall be allowed.

16.0 MANNER OF SUBMISSION OF TENDER

16.1 The tenders should be submitted online at <https://nmmc.etenders.in>

16.2 Telex, cable or facsimile offers will be rejected.

17.0 LAST DATE FOR SUBMISSION

17.1 Online 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.

17.2 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

17.3 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.

17.4 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.

18.0 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.

19.0 CONTENTS

19.1 Tenders are invited in two-envelope system. Both the envelope shall be placed in Online mode only.

19.2 The envelope shall contain the following

Envelope No.1 (Technical Bid) :

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, schedule - A.

- a. List of all the documents enclosed in the envelope.
- b. The tender price receipt.
- c. Undertaking signed by a person holding a valid Power of Attorney.
- d. Power of Attorney authorized the person to sign the Tender Document (see clause 20(e)).
- e. The EMD Payment Receipt..
- f. Attested copy of the valid registration certificate(as requested by the eligibility condition at Annexure 'A')
- g. Firm Details in Annexure 3.
- h. The Tenderer shall furnish a statement showing the type and magnitude of work done with last 5 years. (Annex-4)
- i. List of works in hand as on the date of submission of this tender in Annexure-5.
- j. List of works in tenderer as on the date of submission of the this tender -6
- k. List of machinery and plant immediately available with the Tenderer for use on this work and list of machinery proposed to be utilized on this work bit not immediately available and the manner in which it is proposed to be procured in Annexure 7
- l. Details of Technical personnel available with the contractor. (Annex-8)
- m. Affidavit & Undertaking on a non-judicial Stamp paper of Rs.500/- Annexure 9 & 2 Resp. Affidavit on Rs.100/- Stamp Paper in the prescribed format attached here with regarding the false documents

21.1 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;

21.2 The Corporation will reject a proposal for award if it determines that the Bidder recommended for award 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.

22.0 MANNER OF OPENING OF TENDER

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

23.0 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.

24.0 PRELIMINARY SCRUTINY

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25.0 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.

26.0 REJECTION OF TENDERS

The Tenders are liable to be rejected if the Tenderer

- Does not submit Tender form fees in online Payment mode.
- Does not submit EMD in online payment mode.
- 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 (3,4,5, 6,7,8)
- Does not submit affidavit on Rs. 500/- Stamp Paper. (Annexure - 9)
- Fails to submit Affidavit on Rs. 100/- stamp paper for false document.
- Fails to initial corrections;
- Fails to fill completely all the proforma provided in the Tender including proforma of submission of Tender and Rates 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 all taxes and duties.
- Does not sign every page of Tender with seal of company / firm;
- Conditional Tender will be rejected.
- Does not fulfil any other condition mentioned in Schedule-A or any other special condition mentioned in Tender.

27.0 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.

28.0 OPENING OF COMMERCIAL OFFERS

The Corporation shall notify the date of opening of the commercial bids to all the Tenderers. Commercial bids will be opened online in the presence of Higher Authority of Tender Committee and E-tendering Administrator and the rates in Schedule 'B'. shall be read out.

29.0 ACCEPTANCE OF TENDER

29.1 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.

29.2 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.

30.0 INTIMATION TO SUCCESSFUL 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.

31.0 SECURITY DEPOSIT

The Contractor shall pay a Security Deposit equal to Two percent of the contract sum as security For due fulfillment of the contract, within 10 day after receipt of acceptance letter. unless otherwise stated

in the Tender Documents.

The mode of making this deposit is as under.

- i) 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.
- ii) 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.

32.0 EXECUTION OF CONTRACT DOCUMENT

The successful Tenderer after furnishing Security Deposit, is required to execute an Agreement in the form attached with the Tender Documents on a stamp paper of proper value. The proper value will be intimated to Successful tenderer in Tender Acceptance Letter. The agreement should be signed within a 15 days 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.

33.0 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.

34.0 LICENCES

The successful Tenderer should comply statutory instruction of contract labour and will be required to produce to the satisfaction of the Dy. Commissioner (Garden) a valid contract labour license issued by labour commissioner in his favour 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. The Contractor has to obtain Labour License from the Labour Commissioner within 30 days from the receipt of work Order. The copy of labour licence should be submitted to NMMC with labour list approved by labour Commissioner.

35.0 Every year January to December contractor should obtain labour license from the labour Commissioner. Fee for which will be paid by the contractor. (NMMC will not Reimburse said fee to the contractor) If the contactor want to change his labour/s is during the contract Period, the contractor will have to submitted relevant documents to the labour commissioner and obtain permission from labour commissioner.

36.0 This Contractor is comprehensive, not labourbased.

37.0 The Contractor is supposed to start work after work order. He is not allowed to appoint sub-contractor.

38.0 If any labour union approach to DMC (Garden), Add. Commissioner (Z) or Honn. Commissioner regarding Grivence of Labor than opportunity given to both union and consult Contractor for hearing and decision will be taken accordingly.

39.0 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.

40.0 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.

41.0 NOTICE TO FORM PART OF CONTRACT

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

Annexure -1

FORM OF BANK GUARANTEE BOND

(On a Rs. 500/- Stamp paper)

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 breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. 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.

3. 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.

4. 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 City Engineer 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.

5. 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.

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

7. 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.

Dated the day of20
For
(Indicate the name of bank)

Annexure -2

UNDERTAKING

(On a Rs. 500/- Stamp paper)

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 Garden, N.M.M.C. or his duly authorized 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.

Online Transaction 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

Signature of Tenderer

(witness)

Address

Signature of Witness

(witness)

Address

Signature of Witness

Annexure -3

FIRM DETAILS

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

Signature of Proprietor or Authorized person of the Firm

Annexure - 4

Details of Works of similar type and magnitude carried out by the Tenderer (last 5 years)

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

Dy. Commissioner(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

Dy. Commissioner(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

Dy. Commissioner(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

Dy. Commissioner(Garden)

Annexure - 8

Details of Technical Personnel available with the Contractor

Name of the tenderer:

Sr. No.	Name of Work	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

Dy. Commissioner(Garden)

Annexure – 9

AFFIDAVIT

(On a Rs. 500/- Stamp paper)

I/We hereby state that we are aware of the provisions of section 10 (1) 10 (f) and (g) of the BMC 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 MMC 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

Witness
Address
.....
Date the day of 20

Signature of Witness

- 1.
- 2.

Schedule B

**Comprehensive Contract for Operation, Maintenance & Protection
of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic
Island, Green Belt & Road side shoulders in Palm Beach Road.**

Signature of Tenderer

No. of Corrections

Signature of Dy. Commissioner (Garden)

**Comprehensive Contract for Operation, Maintenance & Protection
of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic
Island, Green Belt & Road side shoulders in Palm Beach Road.**

Tender Notice No. NMMC/GARDEN/ B-2 /31(9)/ 2023-24.

SCHEDULE 'B'

Description of work		Quoted rates in Rupees/Sq.mtr./ Month
1.	Comprehensive Contract for Operation, Maintenance & Protection of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic Island, Green Belt & Road side shoulders in Palm Beach Road On "as is where is basis"	
(In words Rupees ----- ----- -----)		

Note-

- In case, any discrepancy arises in above quoted rates, Rates quoted in words will be treated as final.
- The rates quoted by agency shall be inclusive of all taxes, levies and duties except GST. GST will be paid separately as per prevailing rates, if applicable.

Signature and Seal of Bidder

Signature of Tenderer

No. of Corrections

Dy. Commissioner (Garden)

Schedule C

Signature of Tenderer

No. of Corrections

Dy. Commissioner (Garden)

Tender Notice No. NMMC/Garden / B-2 / 31(9)/ 2023-2024

Schedule C
Palm Beach Road

NO.	LOCATION	NAME OF THE GARDEN	AREA SQM
1	Sector 44	Open Space Balshet Chowk to Culver Plam Beach	27700
2	-	Open Space between Bhaskar Ramdas Patil Chowk to Ramina Sweet	5526
3	-	Open Space between Ramina Sweet to Sarsole Single	6590
4	-	Open Space Akshar building to sector-48 nerul	4945
5	-	Open Space Haware Circle to Sion panvel bridge	6472
6	-	Open Space kille gauthan to nerul signle palm beach	3335
7	-	Open Space between palm beach raod to Tolani Bridge	4048
8	-	Open Space between palm beach service road near Kesar Solitaire toVoiceroy Park	6 100
TOTAL			64716
ROAD DIVIDER			
1	-	NMMC Head Quarter to Vazrani Sports Club Nerul	21179
2	-	Vazarani Sports Club Nerul to Mahatma Plule Sabhagruh Sector-17 Vashi	24075
TOTAL			45254

SR NO.	GARDEN LIST	SQ MT. AREA
1	OPEN SPACE	64716
2	ROAD DIVIDER	45254
TOTAL		109970

Signature of Tenderer

No. of Corrections

Dy. Commissioner (Garden)

PALM BEACH OPEN SPACE

*Civil Work

SR.NO	NAME OF GARDEN	Open Space Balshet Chowk to culver Palm Beach		
1	Total Area m2	27700 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	STP		
5	coverd(Gajebo)with size Yes/no			
6	Open sit oute with nos Yes/no			
7	Ampitheater with capacity Yes/no			
8	water fountain/water body Yes/no			
9	Toilet block Yes/no			
10	Office/watchman cabin with size Yes/no			
11	Pump House with capacity No of pump			
12	Entrance Gate			
	a)main gate with No. Yes/no			
	b)Wicket gate with No. Yes/no			
13	Area of Parking SQ.MT Yes/no			
14	Scating Area total Area			
15	Stormwater Drain RMT Yes/no			
16	Signages/Sculpture Yes/no			
17	Water tank	04.Nos		
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

Signature of Tenderer

No. of Corrections

Dy. Commissioner (Garden)

PAIMREACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space between Bhaskar Ramdas Patil Chowk to Ramina Sweet		
1	Total Area m2	5526 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway	Cycle Track		
	a)Tiles			
	b)concrete	670 X 3	2010=0M2	
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no	Yes	12.Nos	
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no	Yes		
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no	Yes	670.0M	
16	Signages/Sculpture			
	Yes/no			
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space between Ramina Sweet to sarsole Signal		
1	Total Area m2	6590 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway	Cycle Track		
	a)Tiles			
	b)concrete	610 X 3 M	1830.0M2	
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	Yes		
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no	Yes	8 Nos.	
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no			
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no	Yes	610.0M	
16	Signages/Sculpture			
	Yes/no	Yes		
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym	Yes		
	e)Tree seating Katta			
	f)litter bin			

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space Akshar Building to sector 48 Nerul		
1	Total Area m2	4945 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	STP		
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no			
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no	Yes	2 Nos.	
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
	Yes/no			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no			
16	Signages/Sculpture			
	Yes/no			
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit	Pet corner	1 Nos.	
	d)open gym	Yes		
	e)Tree seating Katta			
	f)litter bin			

PAT M REACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space Haware Circle to sionpanvel bridge		
1	Total Area m2	6472 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
	d)chainling fencing/m.s.grill	372.0 M		
3	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	yes		
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no			
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no			
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
	Yes/no			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no			
16	Signages/Sculpture			
	Yes/no			
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
	f)litter bin			

PAT M REACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space Killgauthan to nerulsignal palm beach		
1	Total Area m2	3335 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	d)chainling fencing/m.s.grill			
	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
4	c)Paver block			
	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
5	c)NMMC Water supply	STP		
		Yes		
6	coverd(Gajebo)with size			
7	Yes/no			
	Open sit oute with nos			
8	Yes/no			
	Ampitheater with capacity			
9	Yes/no			
	water fountain/water body			
10	Yes/no	Yes	1.Nos	
	Toilet block			
11	Yes/no	Yes	1.Nos	
	Office/watchman cabin with size			
12	Yes/no			
	Pump House with capacity			
13	No of pump			
	Entrance Gate			
14	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
	Yes/no			
15	Area of Parking SQ.MT			
	Yes/no			
16	Scating Area			
	total Area			
17	Stormwater Drain RMT			
	Yes/no			
18	Signages/Sculpture			
	Yes/no	Yes	1.Nos	
19	Water tank			
20	Food court			
	Other Feature	Flaming Gallery	2 Nos	
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space between palm beach road to Tolani Bridger		
1	Total Area m2	4048 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging track/pathway			
	a)Tiles			
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	Yes		
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no			
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no			
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no			
16	Signages/Sculpture			
	Yes/no	Yes	1.Nos	football
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	Open space between palm beach service road near Kesar Solitaire to Voiceroy park		
1	Total Area m2	6100 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway			
	a)Tiles	878 X 1.0M	878.0M2	
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	Yes		
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no	Yes	06 Nos.	
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no			
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
	b)Wicket gate with No.			
13	Area of Parking SQ.MT			
	Yes/no			
14	Scating Area			
	total Area			
15	Stormwater Drain RMT			
	Yes/no			
16	Signages/Sculpture			
	Yes/no	Yes	1.Nos	
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	NMMC Head Quarter to Vazrani Sports Club Nerul		
1	Total Area m2	21179 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	d)chainling fencing/m.s.grill			
	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
4	c)Paver block			
	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
5	c)NMMC Water supply	STP		
	coverd(Gajebo)with size			
6	Yes/no			
	Open sit oute with nos			
7	Yes/no			
	Ampitheater with capacity			
8	Yes/no			
	water fountain/water body	Yes	1.Nos	
9	Yes/no			
	Toilet block			
10	Yes/no			
	Office/watchman cabin with size			
11	Yes/no			
	Pump House with capacity			
12	No of pump			
	Entrance Gate			
	a)main gate with No.			
	Yes/no			
13	b)Wicket gate with No.			
	Yes/no			
14	Area of Parking SQ.MT			
	Yes/no			
15	Scating Area			
	total Area			
16	Stormwater Drain RMT			
	Yes/no			
17	Signages/Sculpture			
	Yes/no	Yes	03.Nos	
18	Water tank			
19	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
	f)litter bin			

PALM BEACH OPEN SPACE

SR.NO	NAME OF GARDEN	Vazarani Sports Club Nerul to Mahatma Phule Sabhagruh Sector-17 Vashi		
1	Total Area m2	24075 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
	c)Paver block			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
	c)NMMC Water supply	Yes		
5	coverd(Gajebo)with size Yes/no			
6	Open sit oute with nos Yes/no			
7	Ampitheater with capacity Yes/no			
8	water fountain/water body Yes/no			
9	Toilet block Yes/no			
10	Office/watchman cabin with size Yes/no			
11	Pump House with capacity No of pump			
12	Entrance Gate			
	a)main gate with No. Yes/no			
	b)Wicket gate with No. Yes/no			
13	Area of Parking SQ.MT Yes/no			
14	Scating Area total Area			
15	Stormwater Drain RMT Yes/no			
16	Signages/Sculpture Yes/no			
17	Water tank			
18	Food court			
19	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
	e)Tree seating Katta			
f)litter bin				

Palm Beach Open Space

SR.NO	NAME OF GARDEN			
1	Total Area m2	24075 sqm		
2	Length of compound wall			
	a)Plum concrete			
	b)UCR			
	c)Brick Work			
3	Area of jogging truck/pathway			
	a)Tiles			
	b)concrete			
4	Water Supply/irrigation System			
	a)Open Well			
	b)Borewell			
5	coverd(Gajebo)with size			
	Yes/no			
6	Open sit oute with nos			
	Yes/no			
7	Ampitheater with capacity			
	Yes/no			
8	water fountain/water body			
	Yes/no			
9	Toilet block			
	Yes/no			
10	Office/watchman cabin with size			
	Yes/no			
11	Pump House with capacity			
	No of pump			
12	Entrance Gate			
	a)main gate with No.			
	Yes/no			
13	b)Wicket gate with No.			
	Yes/no			
14	Area of Parking SQ.MT			
	Yes/no			
15	Scating Area			
	total Area			
16	Stormwater Drain RMT			
	Yes/no			
17	Signages/Sculpture			
	Yes/no			
18	Water tank			
19	Food court			
	Other Feature			
	a)Virangula kendr			
	b)office cabin			
	c)compost pit			
	d)open gym			
e)Tree seating Katta				
f)litter bin				

Part II
Conditions of Contract

PROFORMA OF AGREEMENT

AGREEMENT FOR.....

Made at Navi Mumbai this day of the year Two Thousand and Twenty ----- between Navi Mumbai Municipal Corporation having its Registered office at Plot No. 1 & 2, Govardhani CHowk, Palm Beach Junction, Sector 15A,CBD Belapur, Navi Mumbai 400614, (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.

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

“**Works**” means the new capital works, major maintenance or repair, refurbishment and replacement, taken up by the Corporation.

“**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 fifteen (15) days of the Commencement Date.
- 11.2 The Contract Period shall commence on the Commencement Date and extend for a period of 1 years. 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 Corporation along with the Competent Authority shall 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 of incentives/penalties base, benchmark and value shall be affected appropriately.

12. Price adjustments

13. Handing Over of Assets

13.1 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.

13.2 The Site is being vested with the Operator, on an as-is-where-is basis, with all utilities, structures, fences, boundaries, 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.

14. Improvement Works to be carried out

14.1 The Corporation shall, at its discretion, instruct the Operator to carry out all Improvement Works or part of the Improvement Works indicated in the Tender, at any time during the Contract Period. The Corporation shall enter into a separate contract for the identified Improvement Works. Notwithstanding anything indicated above, the Corporation may carry out the said Improvement Works departmentally, or through an alternate operator.

14.2 The Operator shall, within thirty (30) days from the Commencement Date, conduct a physical inspection of the Facilities and/or System and provide the Corporation with a reasonable estimate of Additional Improvement Works to be carried out, not identified in the Tender and constituting part of the Works Price. The estimates shall be based on prevailing SORs. The value of the Additional Improvement Works identified shall not exceed ten per cent of the Improvement Works indicated at the time of Tender submission.

14.3 The operator shall carry out the emergency work within its water supply zone as per the instruction of Engineer-in-charge at any time during the contract period. The estimates for the same shall be based on prevailing SORs.

14.4 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.

E. Scope of Work

15. Operations

15.1 Service 1 – Operations

15.1.1 Service 1 – For Comprehensive Contract for Operation, Maintenance & Protection of Gardens, developed open spaces, Tree belts, Road Dividers, Traffic Island, Green Belt & Road side shoulders in Palm Beach Road.

15.1.2 The Operator shall carry out routine maintenance Operations as indicated in 15.1.4 in accordance with Good Operating Practices. The routine maintenance shall include minor repairs and provision of spares, material and tools required for these repairs.

15.1.3 Improvement works are in tender process and will be completed within next 2 Months. Some of the new equipment provided by the Corporation as a result of this shall also be under warranty. It is also expected that the equipment thereafter shall be comprehensively maintained by the Operator, either at its cost or by coordinating with the equipment vendors, when under such warranty. CC Section 15.5.3.

15.1.4 Labour, insecticides, fungicides, pesticides, soil, 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 Operator at its own Cost.

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

Responsibility of Operator	Responsibility of Corporation
<p>Opening & Closing of garden : Opening & Closing of garden time to time for the public as directed by NMMC.</p>	
<p>House Keeping- The operator shall daily clean all developed open spaces Garden Area, entrance, pathways, seating area, visible roofs of structure, open amphitheatre, sculptures etc. (using jet machine for Flores and cleaning of pathway) The operator shall daily dispose of garbage.</p>	
<p>Security 24 x 7 security should be provided as per direction of NMMC. Multipurpose worker for Security, safety and garden related works should be provided. Multipurpose workers should be well dressed & equipped.</p>	
<p>Compound wall</p>	
<p>Minor repairs to gate. Minor repairs of compound walls.</p>	<p>Reconstruction compound wall and gates; Periodically as when required.</p>
<p>Painting to compound wall & grill once in a year</p>	
<p>Fountains</p>	

<p>Replacement of damaged pipes, fittings and valve, sprinklers nozzles & cocks.</p> <p>Replacement of pump impellers, shaft, body, bearing, shaft's column pipe & other parts etc.;</p> <p>Rewinding of motors;</p> <p>Replacement of damaged circuit breakers;</p> <p>Replacement of capacitors/ Installation of New Capacitors to avoid penalty;</p> <p>Replacement of damaged cables; up to length 10 Rmt.</p> <p>Replacement of damaged parts of Pumps.</p> <p>Repairs, maintenance and replacement lightning Conductors.</p> <p>Minor repairing of valve box & chambers, Note. Cleaning of fountain should be done in after 15 days from the previous cleaning date.</p>	
Main & Outer entrance Gates	
Minor repairs to flooring tiles, foundation below tiles, gate.	
Paved pathway / walkway	
Replacing & removing, re-fixing of paver block if necessary. Minor repairs to foundation below paver blocks.	
Rubberized flooring.	
Replacing of minor damaged patch. Minor repairs to foundation below rubberized flooring.	
Open amphitheater water-body	
Painting to civil structure.	
Minor repairs to tiles at sitting area.	
Cleaning of water-body & surrounding pitching area 3 times in year. (Four month interval.)	
Covered seat out/ Gazebo	
Minor repairs to flooring & ceramic tiles.	
Painting to M.S. roof truss.	
Minor repair to roofing G.I. sheets & fittings.	
Office	
Minor repairs to wall plasters.	
Painting to walls.	
Repairing & replacing if necessary sanitary fitting & plumbing system.	
Minor repairs to flooring & dado tiles.	
Minor repairs to doors & sliding windows & fittings. (Replacing when necessary)	
Minor repairing of furniture.	
Watchman Cabin	
Minor repairs to wall plasters.	
Painting to walls.	
Minor repairs to flooring tiles.	
Minor repairs to doors & sliding windows & fittings. (Replacing when necessary)	
Minor repairing of furniture.	
Ticket counter room	
Minor repairs to wall plasters.	
Painting to walls.	
Minor repairs to flooring tiles.	

Minor repairs to doors & sliding windows & fittings. (Replacing when necessary)	
Minor repairing of furniture.	
Sculptures & Architectural art elements.	
Painting sculptures with deco paint.	
Minor repair of sculptures.	
Minor repairing & painting of architectural art elements.	
Signage's & Name boards.	
Repairing & replacing if necessary.	
Painting to name boards with deco paint & replacing of letters.	
Parking area.	
Minor repairs to foundation below paver blocks.	
Minor removing, re-fixing & replacement of paver blocks.	
Minor repairs to bitumen surface.	
Horticultural works	
Includes weeding/ unwanted grass around the shrubbery, lawn area, ornamental & flowering trees. Watering of all plant, trees & lawn area throughout the year Replacing of shrubbery, trees & lawn regularly. Application of fungicides, pesticides, fertilizers & manures as per requirement. Top dressing of soil FYM. In 1:1 proportion. Top dressing should be done in the month of October to October to March (0.03 X garden area X 2 interval). Maintenance of Big Trees- Balancing of big trees, removal and disposal of dead or uprooted trees during monsoon or heavy storm. Trans planting of tree by giving proper treatment. As directed by horticultural in charge. It is responsibility of contractor to provide 1000 indigenous plant saplings and 2000 shrubs for 100000 sq. sq. mtr. Area under maintenance in his operative area as guided by NMMC within 45 days after receiving work order.	

<p>Composting of green waste –pit size 6 ft X6 ft X 4ft for 5000 sq. mtr. garden area is mandatory.</p> <p>Road divider : Keep hedges/shrubs weedfree, cleaning of garbage, regular watering, application of insecticides, pesticides, fungicides when required. Maintain planted hedges and shrubs withtopiary works in uniform shape. Trimming of big trees and unwanted branches.</p>	
<p>Irrigation pipeline Distribution Network:</p> <p>Replacement of damaged/leaking pipes up to 30.00 meters of all type, fittings and valves including the repairs to the G.I. pipeline distribution network.</p> <p>Repairs of valve chambers.</p> <p>Replacement of Damaged valve chambercovers.</p> <p>Repairs, maintenance and replacement ofwater meters, gate valves, strainers and valve chambers</p> <p>Any Draught condition contractor shouldsupply his own tankers for garden as perrequirement.</p> <p>Any draught condition scarcity of water contractor should supply his own tanker asper garden requirement.</p> <p>Note:- No extra charges given bycorporation.</p>	<p><input type="checkbox"/> Complete replacement of pipelines due toend-of-life.</p>
<p>Note :-</p> <p>1) Before painting prior approval of color & shade by competent authority.</p> <p>2) Before replacing any material prior approval of color shade & quality by competent authority.</p> <p>3) The additional improvement made by corporation shall maintain by operator.</p> <p>4) Any other emergency work inside garden related to this work.</p>	
<p>Providing 24 x 7 garden security and safety.</p> <p>Opening and closing of Garden.</p> <p>Any additional area for maintenance will be paid as per approved rates.</p>	

15.2 Service 5 – Repairs and Maintenance

- 15.2.1 The Operator shall carry out preventive and routine maintenance Operations as indicated in 15.1.4, 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. The Operator shall also carry out breakdown maintenance and repairs excluding open gym. And play equipments.
- 15.2.2 Improvement works are in tender process and will be completed within next one Month. Some of the new equipment provided by the Corporation as a result of this shall also be under warranty. It is also expected that the equipment thereafter shall be comprehensively maintained by the Operator, either at its cost or by coordinating with the equipment vendors, when under such warranty. CC Section 15.5.3.
- 15.2.3 Labour, tools, plant & spares to the extent not indicated as competent authorities responsibility, shall be arranged by the Operator at its own Cost.
- 15.2.4 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.

- 15.2.5 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 Deputy Commissioner (Garden).

15.3 Service 6 – Advice

- 15.3.1 **Early Warning:** The Operator 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 Operator 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.
- 15.3.2 The Operator shall also advice the Corporation, from time to time, on improving the quality of Operations, reduction in water/energy losses and better Customer practices.

15.4 Special Government programmes

Central/state govt. programmes like Swachha Bharat Abhiyan, Maazi Vasundhara Abhiyan or any other programme arranged by NMMC, contractor should be responsible to complete all necessary works (Providing banners, saplings, pots etc.) related to garden department as directed by NMMC incharge. No separate charges will be given to contractor.

- 15.5 It is responsibility of contractor to provide 1000 indigenous plant saplings and 2000 shrubs for 100000 sq. sq. mtr. Area under maintenance in his operative area as guided by NMMC within 45 days after receiving work order .

16. Extra Work

- 16.1 The Operator shall carry out all extra work indicated below, in accordance with Good Operating Practices, as set out in this Contract. Notwithstanding, extra work resulting in increased Operations resulting out of Force Majeure events or other than those listed in CC Section 15.5 shall include, but not be limited to, the following:
- (b) Improvement to civil structures;
 - (c) Any other work not covered under.
- 16.2 The Corporation shall reimburse the aforesaid extra work based on the prevailing schedule of rates (the lowest rate for an item featuring in the PWD/MJP/MSEB SOR) or the actual cost of procurement by the Operator, whichever is lower. The Corporation reserves the right to either procure those items of stores or fix a rate contract against which the Operator can procure such stores. However, if the extra work does not feature in the schedule of rates, the value of item and work shall be mutually agreed between the competent authority and Operator.

17. Increased Scope of Work

- 17.1 The Corporation at any time during the Contract Period and within the Service Area, reserves the right to,
- (a) Increase the area up to twenty per cent of the existing area; the payment will be made as per tender approved rates.

F. Responsibilities

18. Corporation's Responsibilities

- 18.1 The Corporation shall be responsible for procuring, obtaining and maintaining Corporation Clearances, provided however that the Operator shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Operator.
- 18.2 The Competent Authority shall supervise the Operator's Operations at all times and notify the Operator of any defects that are found. Such checking shall not affect the Operator's responsibilities. The Competent Authority may instruct the Operator to search for a defect and to uncover and test

any work that the Competent Authority considers may have a defect. If the Operator has not corrected a defect within the time specified in the Competent Authority's notice, it shall proceed as per CC Section 33. However, any such tests not specified in the Operations shall be carried out as indicated in CC Section 16.

19. Operator's Responsibilities

- 19.1 The Operator 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 Operator shall not modify or alter any operations regarding the Facilities and/or System without prior written permission of the Competent Authority or it's Representative.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5. The Operator shall provide adequate engineering equipment, maintenance staff, safety and security equipments of workers, 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.
- 19.6 The Operator shall carry out its Operations, so far as compliance with the requirement of the Contract permits, so as not to interfere unnecessarily or improperly with:
 - (a) The convenience of the public, or
 - (b) The access to, use and occupation of public or private roads and footpaths to or of properties.
- 19.7. **Permissions:** The Operator shall obtain all required permissions, sanctions, clearances and permits for carrying out its Operations, including Operator Clearances, and shall be fully responsible towards operating and maintaining the Facilities and/or System 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.
- 19.8 **Safety:** The Operator 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.
- 19.9 **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 Operator, be deemed to be the absolute property of the Corporation. The Operator 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.

G. Staff & Labour

20. Engagement of Staff & Labour

- 20.1 The Operator shall perform all routine maintenance and 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 Operator's obligations under the Contract and to the satisfaction of the Competent Authority.
- 20.2 The Operator shall not employ in connection with the Operations any child who has not completed his/her fifteenth 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.
- 20.3 The Operator 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.
- 20.4 The operator shall provide all safety equipments like cap/helmet, safety jacket, first aid boxes & fire safety provision for his staff working at work place. Also barricades should be provided at road divider maintenance work for safety measures of worker.
- 20.5 Operator shall do medical test of his staff.
- 20.6 The Operator shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Operator on the Site and such other information as the Competent Authority may require.
- 20.7 If the Competent Authority asks the Operator to remove a person who is a member of the Operator's staff stating the reasons, the Operator shall ensure that the person leaves the Site within twenty eight (28) days and has no further connection with Operations under this Contract.
- 20.8 At all times during continuance of the Contract, the Operator and its Subcontractors shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator 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.
- 20.9 General 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. Increase in any allowances by state government shall reimbursed to contractor by NMMC after providing relevant document.
- 20.10 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 Operator and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Operator including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Operator, any sum required or estimated to be required for making good the loss or damage suffered by the Corporation.

21. Operator's Superintendence

- 21.1 The Operator 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

Operator's obligations under the Contract. The Operator shall nominate a competent and authorized representative ("Operator's Representative") approved of by the Competent Authority, which approval may at any time be withdrawn. The Operator's Representative shall give its whole time to the superintendence of the Operations. The Operator's Representative shall receive, on behalf of the Operator, instructions from the Competent Authority, which shall be deemed received by the Operator.

- 21.2 If the Competent Authority withdraws approval of the representative, the Operator shall remove the representative from the Operations within twenty-eight (28) days, and replace him by another representative approved by the Competent Authority.

H. Contract Performance- Key Performance Index (KPI)

22. Review and Progress

- 22.1 **Management Meetings:** Either the Competent Authority or the Operator 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.

- 22.2 The Competent Authority may instruct the Operator 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 Operator. The deduction of such damages shall not relieve the Operator from its obligation to carry out the Operations, or from any other of its obligations and liabilities under the Contract.

- 22.3 Notwithstanding anything stated above, if the Corporation is of the opinion that the actions of the Operator 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 Operator or departmentally. The Corporation shall then proceed as per CC Section 33.

22.4

Sr. No.	Item	Key Performance Indicators	Period for Work to be Done	Penalty Rs.
1	Opening and Closing of garden	Garden should be open for public 5:30am to 10:00am & 5:00 pm to 9:00pm.	Every Day	2000/-Each case

2	Cleaning and disposal of garbage	Keep garden neat and clean every day including compound wall, pathways area, lawn, shrubs play equipment & garden furniture etc. As directed by NMMC In charge.	Every Day	2000/- Each case
3	Watering of Lawn/Shrubs & Trees	Daily watering all lawn, shrubs, edges, hedges, borders and trees. As directed by NMMC In charge.	Every Day	3000/- Per day
4	Maintenance of Lawn	Lawn should be free from 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. As directed by NMMC In charge.	15Days	3000/- Each case
5	Maintenance of edges/hedges & shrubs	Edges/hedges and shrubs should be regularly pruned and maintaining uniforms happened to pair work. Replanting and gap filling of edges/hedges & shrubs. Regular watering applying insecticides, pesticides and fungicides as per requirement. As directed by NMMC In charge.	15Days	5000/- Each case
6	Maintenance of Big Trees	Balancing of big trees, removal and disposal of dead or up rooted trees during monsoon or heavy storm. Transplanting of tree by giving proper treatment. As directed by NMMC In charge.	3 Months Interval	7000/- Each case
7	Topdressing of Soil & FYM	Top dressing of soil & FYM in 1:1 proportion in the year. Top dressing should be done in the month of Oct to March As directed by NMMC In charge.	Oct to March	25/- Rs. Per sqm.
10	Sculpture & Architectural art elements	Painting of sculpture with deco paint minor repair of Sculpture	7 Days	2000/- Per day
11	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. Terming of big trees and unwanted branches.	7 Days	2000/- Per day
12	Seasonal and Flower Bed	Planting sapling of seasonal plant varieties as directed by NMMC In charge. (Minimum 1000Nos Compulsory for 10000sqm. Garden area.)	Three season	-
13	Composting	Composting of green waste:-pit size 6ft X 6ft X 4ft or 5000 sqm. Garden area is mandatory.	-	5000/- Each case

23.2.2 CivilWorks:-

Sr No.	Item	Key Performance Indicators	Period for Work to be done	Penalty
1	Compound wall	Repairs to gate. (Paint, Replacement of M.S. parts and welding) as directed by NMMC In charge.	3Days	1500/-Per day
		Repairs of compound walls, (plaster paint, Reconstruction of damaged portion) as directed by NMMC In charge.	7Days	2000/-Per day
		Repairs of M.S. grill /G.I Chain link fencing/ F.R.P. grill (Paint, Replacement of damaged portion and Welding if necessary) As directed by NMMC In charge.	3Days	1500/-Per day
		Repairs to Aluminum Composite Panel, Acrylic Letters, Acrylic NMMC Logo. (Replacement of A.C.P./Acrylic letters/Acrylic Logo in necessary) as directed by NMMC In charge.	3Days	1120/-Per day
		Painting to compound wall and grill after monsoon every year as directed by NMMC In charge.	15Days	3000/-Per day
2	Jogging Track /Pathway	Replacement or Removing gandre-fixing of Designer tiles/Paver blocks if Necessary as directed by NMMC In charge.	2Days	1500/-Per day
		Repairs to concrete pavement as directed by as directed by NMMC In charge.	2Days	1500/-Per day
		Repairs to foundation below Designer tiles/paver blocks. as directed by NMMC In charge.	7Days	3000/-Per day
		Repairs to concrete Bed blocks around pathway as directed by NMMC In charge.	2Days	1500/-Per day
3	Irrigation system	Replacement of damaged/ leak pipes of all types, fittings and valves including there pairs to the G.I/P.V.C. /U.P.V.C. pipeline distribution network as directed by NMMC In charge.	2Days	1500/-Per day
		Repairs of valve chambers. as directed by NMMC In charge.	2Days	2000/-Per day
		Repairs, maintenance and replacement of water meter, gate valve, strainers and valve chambers as directed By NMMC In charge.	2Days	2000/-Per day
4	Uncovered and covered(Gazebo)	Repairs to Damaged portion (as R.C.C slab, Column,	21Days	7000/-Per day

	sitouts	Beam, Plum concrete, Brick masonry) as directed by NMMC In charge.		
		Repairs to plaster and concrete work as directed by NMMC In charge.	5Days	1500/-Per day
		Repairs to flooring (Replacement of Flooring Tiles, Repairing of Concrete Pavement) as directed by NMMC In charge.	5Days	1500/-Per day
		Repairs to structural steel work/ Cast iron work as directed by NMMC In charge.	7Days	2000/-Per day
		Repairs to GI sheet roofs/ F.R.P. sheet Roofs as directed by NMMC In charge.	5Days	1500/-Per day
		Painting to gazebo/sit outs after repairs as directed by NMMC In charge.	2Days	1000/-Per day
		Painting to gazebo / sit outs after monsoon every year as directed by NMMC In charge.	15Days	7000-Perday
5	Amphitheater	Repairs to Damaged portion(asplumconcrete,Brickmasonry,U.C.R.masonry)asdirectedbyNMMCIn charge.	7Days	7000/-Per day
		Repairs to plaster and concrete work as directed by NMMC In charge.	5Days	1500-Perday
		Repairs to flooring (Replacement of Flooring tiles, Repairing of Concrete Pavement) as directed by NMMC In charge.	5Days	1500/-Per day
		Painting to Amphitheater after repairs as directed by NMMC In charge.	2Days	1000/-Per day
		Repairs to SS railing/M.S. railing as directed by NMMC In charge.	2Days	1000/-Per day
		Painting to Amphitheater after monsoon every year as directed by NMMC In charge.	15Days	7000/-Per day
6	Water Fountains	Repairs to ceramic tiles as directed by NMMC In charge.	2Days	1000/-Per day
		Repairs to foundation below Tiles with water proofing	7Days	2000/-Per Day

		Repairs or Replacement of damaged pipes, fittings and valves, sprinklers, nozzles and cocks etc. as directed by NMMC In charge.	2Days	1000/-Per day
		Replacement or Repairing of pump impellers, shaft, body, bearing, shafts column pipes etc.	5Days	1500/-Per day
		Repairs to SS railing/M.S. railing as directed by NMMC In charge.	2Days	1000/-Per day
	Electrical parts-			
		Rewinding of motors as directed by NMMC In charge.	7Days	2000/-Per Day
		Replacement of damaged circuit breakers as directed By NMMC In charge.	2Days	1000/-Per day
		Replacement of capacitors as directed by NMMC In charge.	2Days	1000/-Per day
		Replacement of damaged all Types of cables as directed by NMMC In charge.	2Days	1000/-Per day
		Replacement of damage dall Types of pumps as directed by NMMC In charge.	2Days	1000/-Per day
		Repairs, Maintenance and replacement lighting Conductors, Fitting with bulbs as directed by NMMC In charge.	2Days	1000/-Per day
		Repairing of valve box and chambers as directed by NMMC In charge.	2Days	1000/-Per day
		Cleaning of fountain and replacement of water should be done in every 15 days as directed by NMMC In charge.	1Days	7000/-Per day
7	Office /Watchman Cabin	Repairs to Damaged portion(RCC slab, Column, Beam, Brick Masonry) as directed By NMMC In charge.	21Days	7000/-Per day
		Repairs to plaster as directed By NMMC In charge.	2Days	1000/-Per day
		Repairs to flooring as directed by NMMC In charge.	2Days	1000/-Per day
		Repairs to Dado as directed By NMMC In charge.	2Days	1000/-Per day
		Repairs to doors/ windows With all necessary fitting and	2Days	1000/-Perday

		Fixture (Wooden / F.R.P / M.S.) as directed by NMMC In charge.		
		Repairs to sanitary/water supply items as directed by NMMC In charge.	2Days	1000/-Per day
		Repairs to structural steel Work and GI sheet roofs	7Days	1000/-Per day
		Painting after repairs as directed by NMMC In charge.	2Days	1000/-Per day
		Painting after Manson every Year as directed by NMMC In charge.	15Days	1000/-Per day
8	Entrance plaza	Repairs to flooring tiles/concrete pavement and foundation below tiles. (Removing and Re-fixing or Replacement of floor tiles /Designer tiles / Interlock) as directed by NMMC In charge.	2Days	1000/-Per day
9	Parking Area	Repairs to bitumen surface As directed by NMMC In charge.	7Days	1000/-Per day
		Removing-re-fixing or replacement of curb-stone, Heavy duty paver block as directed by NMMC In charge.	2Days	1000/-Per day
	Note-	All Above works shall be carried out as directed by Engineer /Horticulture in charge in Charge.		

24. Liquidated Damages and Penalties

- 24.1 The basis for applying penalties is to restrict Operator from deviating from supplying potable water and efficiently distributing water - as per fixed schedule and with sufficient pressure.
- 24.2 The Operator 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 provide new connections to Customers, refrain from offering Operations without due authorization where so required, and follow other requirements under this Contract.
- 24.3 The Operator shall be subject to the following liquidated damages and penalties for its failure to carry out its Operations as indicated in CC Section 25.2

25. Method of Affecting Incentives and Penalties

- 25.1 Items warranting incentives and penalties will be checked every two months – this shall coincide with the billing cycle for Customers. The incentives and the penalties shall be netted before any payments/deductions are made. The incentives and the penalties shall be calculated on a cumulative basis during an Operating Year.
- 25.2 In so far as the penalties are concerned, the Competent Authority shall notify the Operator when in its opinion such defaults have occurred. The notification shall instruct the Operator to present its case indicating the reasons for not attracting such penalties. If the Competent Authority is of the opinion that the cause of default is not by way of the Operator's action it shall drop such defaults and proceed with the final determination of incentives and penalties payable/recoverable from the Operator.
- 25.3 In the event that the net accrued penalty at any time of the Operating Year is greater than ten per cent of the Contract Price for the concerned Operating Year, the Corporation shall review whether the Contract needs to be continued with the Operator and may consider to proceed as per CC Section 33.
- 25.4 In the event that the net accrued incentive payment at any time of the Operating Year is greater than ten per cent of the Contract Price for the concerned Operating Year, the Operator shall not be applicable for any further incentive payment and shall be required to maintain Facility and System performance through the Contract Period, at the level when such incentives cease to apply.

I. Contract Price and Payment

26. Contract Price

- 26.1 The Operator shall be paid the Contract Price every month. The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, and any other expenses, except expenses incurred on power and water.
- 26.2 The Contract Price shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in-force on the Operator'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 Operator 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.
- 26.3 The Operator 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 Operator of minor custom duties, etc., or any other payment, which the Operator 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 Operator shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.

26.4 The Operator 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, other than those specified under CC Section 27.4.

26.5 All charges on account of tax and other duties obtained for the Operations from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in the goods involved in the execution of the Operations, etc. shall be borne by the Operator. 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.

27. Procedures for Payment

27.1 The Operator shall submit a bill for payment at the end of 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.

27.2 The bill, in addition to payments due for the month shall contain supporting documents, which shall include without limitation; statements of:

(a) Calculations on any amounts due arising from any extraordinary adjustments, penalties, extra work, variations, compensation events or incentive payments; and

27.3 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.

27.4 The Corporation shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.

27.5 The Competent Authority shall compute and verify the incentive/penalty applicable in the bill submitted by the Operator. If the Competent Authority is of the opinion that the incentive/penalty was warranted, it shall make necessary adjustments to approve the same and certify complete payments due to the Operator in the next month. However, if the Competent Authority is of the opinion that such incentive/penalty is not warranted, the excess amounts shall be adjusted from the payment due to the Operator for the following month.

J. Intellectual Property & Confidential Information

28. Proprietary Material

28.1 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 Operator 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.

28.2 The Operator 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 Operator of its duties hereunder.

29. Confidentiality

29.1 The Operator shall cause the persons related to the Operator 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. This CC Section 30.1 shall not apply to information:

- (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.

29.2 The Operator 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.

29.3 No photographs of the Facilities or System or any part thereof or equipment employed thereon shall be taken or permitted by the Operator 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.

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

30. Assignment

30.1 The Operator shall not subcontract the whole of the Operations or a substantial part thereof. Except where otherwise provided by the Contract, the Operator shall not subcontract any part of the Operations without the prior consent of the Competent Authority. Any such consent shall not relieve the Operator 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 Operator, its agents, servants or workmen.

30.2 The Operator shall not be required to obtain such consent for:

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

30.3 In the event of a Subcontractor having undertaken towards the Operator 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 Operator 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.

K. Default of Operator

31. Events of Default

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

31.2 An event of default on the part of the Operator, which results from the Operator 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:

- (a) The Competent Authority certifies to the Corporation, with a copy to the Operator, that, in its opinion, the Operator:
 - i. Has repudiated the Contract, or
 - ii. 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;
- (b) Gross misconduct of the Operator;
- (c) 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;
- (d) Operator persistently fails to follow Good Operating Practices in execution of the Contract;
- (e) If the Operator 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;
- (f) The Operator stops providing the Operations for one (1) day and the stoppage has not been authorised by the Competent Authority;
- (g) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Operator fails to correct it within a reasonable period of time determined by the Competent Authority;
- (h) If the Operator is in breach of any law or statute governing the Operations;
- (i) The Operator does not maintain a security, which is required; and
- (j) The Operator, 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;
- (k) If the Operator fails to obtain or keep in force the insurance requirements under this Contract;
- (l) The Operator (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;

- (m) The Operator is unable to maintain the composition and structure of its organization due to any of the following causes:
 - i. The Operator enters into voluntary or involuntary bankruptcy, or liquidation;
 - ii. The Operator becomes insolvent;
 - iii. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - iv. Any act is done or event occurs with respect to the Operator or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

32. Consequences of Default

- 32.1 If a default by the Operator is said to have occurred pursuant to CC Section 31.1, the Corporation may, after giving three (3) days notice to the Operator, enter upon the Site, the Facilities and/or System, and terminate the Contract without thereby releasing the Operator 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 Operator's equipment, temporary works and materials as it may think proper.
- 32.2 If the Contract is terminated because of an Operator's event of default, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Operator or departmentally and at the risk and cost of the Operator. If the total amount due to the Corporation exceeds any payment due to the Operator the difference shall be a debt payable to the Corporation.
- 32.3 If the Contract is terminated because of an Operator's event of default, all materials on the Site, plant, equipment and temporary works shall be deemed to be the property of the Corporation,
- 32.4 Unless prohibited by law, the Operator shall, if so instructed by the Competent Authority within three (3) days of such entry and termination referred to in CC Section 33.1, assign to the Corporation the benefit of any Contract for the supply of any goods or materials or Operations, which the Operator may have entered into for the purposes of the Contract.

L. Default of Corporation

33. Events of Default

- 33.1 An event of default on the part of the Corporation, affecting the performance of the Operator'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 Operator 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.

34. Consequences of Default

- 34.1 Pursuant to CC Section 35, the Operator 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.
- 34.2 If the Corporation, before the expiry of the above notice period, or immediately thereafter removes the cause of its default, the Operator's entitlement under CC Section 35.1 shall lapse in respect of such defaults, and the Operator shall continue with/resume normal working as soon as is reasonably possible.

M. Risks, Indemnification & Insurance

35. Risks

- 35.1 The Corporation is responsible for excepted risks, arising solely due to the design of the Facility and System and all Force Majeure events identified in CC Section 39.
- 35.2 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 other than the risks stated in CC Section 36.1, is the responsibility of the Operator.

36. Indemnification

- 36.1 The Operator 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.
- 36.2 The Operator 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 Operator 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 Operator be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The Operator 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.

37. Insurance

- 37.1 The Operator shall provide, in the joint names of the Corporation and the Operator, insurance cover from the Commencement Date to one year beyond the end of the Contract Period, for the Operator's risks covering:
- (a) Loss of or damage of property (except the Facilities, System and Equipment) in connection with the Contract;

- (b) Personal injury or death; and
- (c) The Contractor's All Risk (CAR) Insurance Policy,

The cover shall be obtained from the Directorate of Insurance, Maharashtra State only.

37.2 The Operator may, at its own discretion, provide for the following insurance covers,

- (a) Loss of or damage to the Facilities and/or System; and
- (b) 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.

37.3 The Operator 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.

37.4 If the Operator or any of its Subcontractors does not provide any of the policies and certificates required, the Corporation may effect the insurance, which the Operator should have provided and recover the premiums the Operator has paid from payments otherwise due to the Operator or, if no payment is due, the payment of the premiums shall be a debt due to the Corporation.

37.5 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.

N. Force Majeure

38. Force Majeure Events

38.1 A Force Majeure event, as defined in CC Section 39.2, 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.

38.2 The Force Majeure Events are:

- (a) War, invasion, mobilisation, requisition or embargo;
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (c) 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;
- (d) Riot, commotion or disorder, unless solely restricted to employees of the Operator or of its Subcontractors;
- (e) Floods and any other calamity resulting from climatic imbalances; and

Provided always that such events are beyond the control of the Parties and have a Materially Adverse Effect on the Operations.

38.3 The Operator 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.

38.4 Both Parties shall be released from further performance pursuant to any Force Majeure event stated in CC Section 39.2, occurring outside the control of both Parties

and extending for a period greater than one hundred and eighty (180) days.

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

39. Consultation and Duty to Mitigate

- 39.1 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.

40. Consequences of Force Majeure

- 40.1 If and to the extent that any of the Force Majeure events listed in CC Section 39.2 above results in loss or damage to the Facility and/or System the Operator shall promptly give notice to the Corporation. The Corporation may direct the Operator to rectify this loss or damage to the extent required by the Corporation, at costs to be mutually agreed between the Parties. The Operator shall expeditiously rectify the loss or damage, and shall be entitled to payment of such costs. In the event 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 Operator shall provide all cooperation required to complete such rectification expeditiously.

41. Resumption of Performance

- 41.1 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.
- 41.2 The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure Event does not impede the performance.
- 41.3 There shall be no incentive or penalty/liquidated damages applicable in the period of subsistence of a Force Majeure.

O. Taking Over

42. Taking Over Process

- 42.1 At the end of the Contract Period and subject to the provisions of CC Section 11.4, or its earlier termination except on account of default of the Operator, the Operator 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.
- 42.2 The Operator shall:
- (a) 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;

- (b) Hand over all documents and supplies for which the Operator has received payments; and
 - (c) Remove Operator's equipment, which is on the Site and repatriate its entire staff and labour from the Site.
- 42.3 The Operator shall supply to the Competent Authority a detailed account of the total amount that the Operator considers payable under the Contract before the end of the Contract Period. The Competent Authority within twenty-eight (28) days of receiving the Operator's account shall certify any final payment that is due to the Operator, or indicate to the Operator the corrections or additions that are necessary. If the final account is still unsatisfactory, after the Operator resubmits it, the Competent Authority shall decide on the amount payable to the Operator and issue a payment certificate.
- 42.4 The Corporation shall any time, within a period of ninety (90) days from the Completion Date or Termination Date as applicable, carry out an independent assessment of the Facilities and/or System departmentally or through a Successor Operator. Any deficiencies in the Facilities and/or System shall be made good by or at the cost of the Operator so as to bring the Facilities and/or System into Good Repair and proper working condition, as handed over at the Commencement Date and subsequent works done pursuant to CC Sections 14 and 16, normal wear and tear excepting.

P. Security Deposit

43. Security Deposit

- 43.1 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.
- 43.2 The mode of making this deposit is as under.
- (a) **Initial Security Deposit:** It is optional to the Contractor to make the Initial Security 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; (**Annexure 1 of the Detailed Tender Notice**) or
 - 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 (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.
 - (c) The Operator 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 Operator.
- 43.3 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.

43.4 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.

43.5 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.

44. Forfeiture of Security Deposit

44.1 If during the term of this Contract the Operator 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.

45. Return of Security Deposit

45.1 Subject to CC Section 46.1, excepting the Security Deposit of the last Operating Year, each Security Deposit shall be returned to the Operator 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 Operator. The Security Deposit of the last Operating Year shall be returned to the Operator at the end of twelve (12) months after the Completion Date or Termination Date of this Contract.

Q. Procedure for Disputes & Arbitration

46. Competent Authority's Decision

46.1 If a dispute(s) of any kind whatsoever arises between the Operator 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 as per CC Section 48.

47. Sole Arbitration

47.1 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 sole arbitration of the Municipal Commissioner, and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Municipal Commissioner who is willing to act as such Arbitrator. In case, the Arbitrator

so appointed is unable to act for any reasons, the Municipal Commissioner in the event of such inability, shall appoint another person to act as Arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the point at which its predecessors left it. It is also a term of this Contract that no Person other than a Person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator.

48. Governing Provisions

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

**49. Termination of contract and settlement of disputes-
Cancellation of contract in full or in Part.**

If the Contractor:

A) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the NMMC; Or

B) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the NMMC, Or

C) Fails to complete the works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the NMMC, Or

D) Shall offer or give or agree to give to any person in corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the corporation, Or

E) Shall obtain a contract with the corporation as a result of ring tendering or other non-bona-fide methods of competitive tendering Or

F) being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or

G) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or

H) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or

Assigns, transfers, sublets (engagement of labour on a piece Work basis or labour

with materials not to be incorporated in the Work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire Works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of Work in default from the contract.

I) In the case of abandonment of the work owing to serious illness or death of the Contractor.

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 DUPLICATE 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

LABOUR LAW

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 of 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) General 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.

REPORTING

Attachment:1 Civil work of garden

Sr No.	Garden name	Compound wall	Jogging Track /Pathway	Irrigation system	Uncovered and covered (Gazebo) sitouts	Amphitheater	Water Fountains	Office /Watchman Cabin /Pump House	Entrance plaza	Parking Area	Garden Lights

Attachment:2 Horticulture work of garden

Sr. No.	Name of garden	Opening and Closing Of garden	Cleaning and Disposal of garbage	Watering of Lawn/ Shrub S&Trees	Maintenanc e Of Lawn	Maintenanc e Of edges/ hedge S & shrubs	Maintenanc e Of Big Trees	Top dressing Of Soil & FYM	Play Equipmen t Garden Furniture	Toy Trai n	Sculpture& Architectural artelements	Road Divide rs	Seasonal and Flower Bed	Com posti ng	Careand Maintena Nce of Swan/ Duc k

Attachment:3

Sr.No.	Maintenance of Lawn	
1.	Weeding/Cleaning	Daily
2.	Watering	Daily
3.	Moving of Lawn	2 Times in month (15Days 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	2Timesinmonth(15Days interval)
4.	Giving To piary shapes to shrubs & Planters	2Timesinmonth(15Days interval)
5.	Loosening of Soil.	2Timesinmonth(15Days 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.	2Timesinmonth(15Days 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