



## **E-TENDER FOR**

**Name of Work : Appointment of Consultant for GST Consultancy and GST  
Return Filing work in MCGM**

## **BID DOCUMENT**

**Website: [portal.mcgm.gov.in/tenders](http://portal.mcgm.gov.in/tenders)**

Office of: Chief Accountant (Finance)  
Municipal Corporation of Greater Mumbai,  
Municipal Head Office, 4th Floor,  
Annex Building, Mahapalika Marg,  
Mumbai 400 001

Sd/- 27.12.2019  
**ACCOUNT OFFICER (FRT)**

Sd/- 27.12.2019  
**DY.C.A.(WSSD) I/C**

Sd/- 27.12.2019  
**DY.C.A. (REVENUE-2)**

**(Appointment of Consultant for GST Consultancy and GST Return Filing work in MCGM)**

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

**Cost of Tender Document: Rs. 4300/- + 2.5% CGST + 2.5% SGST**

**Date of Opening of Sale of E-Tender Form : 31.12.2019 from 11.00 hrs.**

**Date of Closing of Sale of E-Tender Form : 07.01.2020 upto 16.00 hrs**

**Date of Opening of E-Tender : 08.01.2020 at 12.00 hrs**

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### **HEADER DATA**

Tender Document No	7100166758
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Appointment of consultant for GST consultancy / return filing.
Cost of Tender	Rs.4300/- + 2.5% SGST +2.5% CGST
Bid Security Deposit/EMD	Rs. 53100/-
Bid Validity	180 Days from the date of opening of the Tender
Date of issue & sale of tender	31.12.2019 from 11:00 hrs
Last date & time for sale of tender	07.01.2020 upto 16:00 hrs
Submission of Packet A,B & C Online & Receipt of Bid Security Deposit	07.01.2020 upto 16:00 hrs
Pre-Bid Meeting	.....from 11:00 hrs in conference room of C.A. (Finance)
Online Opening of Packet – A ,B	08.01.2020 after 12:00 hrs
Online Opening of Packet – C	16.01.2020 after 12:00 hrs.
Address for communication	Office of the C.A (Finance), MCGM, Head Office, 4 <sup>th</sup> floor, Room No. 411, Annex Building, Mahapalika Marg, Mumbai 400001
Venue for opening of bid	Office of the C.A (Finance), MCGM, Head Office, 4 <sup>th</sup> floor, Room No. 411, Annex Building, Mahapalika Marg, Mumbai 400001

The bidder shall have to pay the “Tender Fee” as mentioned in the above table through online payment gateway before downloading the tender documents.

# MUNICIPAL CORPORATION OF GREATER MUMBAI

## Chief Accountant (finance)

No. CA/FRT/311 dated 26.12.2019

### E-TENDER NOTICE

**Subject:** Appointment of consultant for GST consultancy and GST return filing work in MCGM

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint consultant for GST consultancy and GST return filing work from consultants of repute, multidisciplinary organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013 Bidding Process will comprise of Two stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of (Rs.4300/- + 2.5% SGST +2.5% CGST). The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

i) To download the application form for those applicants not having vendor registration, need to apply first for vendor registration and SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai

ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	E-Tender fees	EMD	Date of issue & sale of tender	Last date & time for sale of tender
Appointment of Consultant for GST consultancy and GST return filing work in MCGM.	3 years.	Rs.4300 /- + 2.5% SGST +2.5% CGST	Rs. 53,100/-	31.12.2019 From 11.00 hrs.	07.01.2020 Upto 16.00 hrs.

Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs.53,100/- (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per Two Packet systems, the document for Packet A & B are to be uploaded by the bidder in vendors' document online in One Folder. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present

at the time of opening of bids, in the office of Chief Accountant (Finance). The Packet C shall be opened if bids submission in Packet A&B satisfies/included all the requirements and the same are found acceptable to the Authority.

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

The dates and time for submission and opening the bids are as show in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal.

(<http://portal.mcgm.gov.in>)

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

Office of: Municipal Corporation of Greater Mumbai,  
Chief Accountant (Finance),  
Room no.411, 4<sup>th</sup> Floor,  
Annex Building, Municipal head Office,  
Mahapalika Marg, Fort,  
Mumbai 400 001.  
Phone no. – 022-22620251  
Extn. 4403/4410/4169  
Email id – [ao.fga@mcgm.gov.in](mailto:ao.fga@mcgm.gov.in)

The MCGM reserves the right to accept any of the application or reject any or all the application received for above works, without assigning any reason thereof. The information regarding above subject matter is available on Website of MCGM.  
(<http://portal/mcgm.gov.in/tenders>)

Sd/- 27.12.2019  
Dy. Chief Accountant (WSSD) I/C

Sd/- 27.12.2019  
Dy. Chief Accountant (Revenue-II)

## SECTION 1

### Bidding Data

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

**E-Tender for Appointment of Consultant for GST consultancy and GST return filing work in MCGM.**

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

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On behalf of Commissioner, Municipal Corporation of Greater Mumbai (MCGM) ONLINE applications are invited from eligible firms for **Appointment as Consultant for GST consultancy and GST return filing in MCGM**. Details regarding eligibility and scope of services are available in this document.

Intending bidders may obtain a copy of the E-Tender document from -mcgm's portal <http://-portal.mcgm.gov.in>  
The Bid must be submitted Online by the applicant.

A complete set of documents may be downloaded by the consulting firm upon payment of online non refundable tender fee.

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

The techno-commercial bids shall be opened on the stipulated date and time for which prior notice/intimation shall be given. Financial bid of only technically qualified bidders (eligible bidders) will be opened on a later date based on the scrutiny of the Techno-commercial bids. The opening date and time of financial bid of eligible bidders shall be intimated separately.

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

## SECTION 2

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

### MCGM

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

SL. No.	Title	Section	Page No.
1	Notice Inviting E-Tender		
2	Check List		
3	Instruction to bidders.		
4	General Conditions of Contract.		
<b>PART-A (TECHNO-COMMERCIAL BID) : (Packet A/B)</b>			
5	Special terms & conditions of contract		
6	Technical Bid		
7	Bid Form Part A/B		
8	Letter of Authorization for attending bid opening.		
9	Indemnity Bond on Rs.500 /- Stamp Paper.		
<b>PART-B (FINANCIAL BID ) : Packet C</b>			
10	Financial Bid		

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

You are advised to complete the E-Tender document in all respects as per instructions contained therein. The enclosed document must reach well before closing time on 07.01.2020 **upto 16.00 hrs**, at the address stated above for the purpose of consideration if on-line bid opening does not get materialised at a later date to be notified to all the participating firms.



### SECTION 3

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

E-Tender for appointment of Consultant in **MCGM for Consultancy, compliance of GST laws and filling of monthly/quarterly/annual returns with GST authorities and to carry out GST related functions including IT software, accounting software, billing system etc. for MCGM for the period of three years.**

S. No.	Name of the Item/ Work
1.	E-Tender for appointment of Consultant in <b>MCGM for Consultancy, compliance of GST laws and filling of monthly/quarterly/annual returns with GST authorities and to carry out GST related functions including IT software, accounting software, billing system etc. for MCGM for the period of three years</b>

MCGM is the civic body responsible for the urban Governance in Greater Mumbai, the capital city of Maharashtra and the commercial heart of India. MCGM is responsible for the civic infrastructure and administration of the city Eastern and Western suburbs of Mumbai. The basic purpose of appointment of GST consultant in MCGM is to provide professional assistance for all activities required under GST as per laws, rules, notification, guidelines as and when issued by Government of India and to perform all activities required for filling of the monthly/quarterly/annual returns and payment of GST for the period of three years

The e –tendering process of MCGM is to be enabled through its portal <http://portal.mcgm.gov.in>.

## SECTION 4

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

### **E-TENDERING ONLINE SUBMISSION PROCESS**

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

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

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

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/bidder"

Vendor read as "Contractor/bidder"

Vendor Quotation read as "Contractors Bid/Offer"

Purchaser read as "Department/MCGM"

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

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

#### II. Transfer from R3 (registered contractors with MCGM) to SRM

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

#### III. Online Self Registration (Temporary registration for applicant not registered with MCGM).

1. Vendor fills up Self Registration form via accessing MCGM portal.

2. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
3. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
4. Vendor creates his User ID and Password for e-tendering application.

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

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

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

The bidder shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

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

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

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

## SECTION 5

**E-Tender No. & DATE: 7100166758 dt. 31.12.2019**

### **CHECKLIST**

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

S. No	DOCUMENT ENCLOSED	Yes/ No
1	Certificate of incorporation of Firm	
2	Partnership deed.	
3	Duly notarized General power of attorney on non-judicial stamp paper of Rs.500/- General Power of Attorney in favour of the signatory in case of Partnership firm duly notarized given by all partners in case of Partnership firm	
4	Documents of proof as required in eligibility criteria for each sub clause ( Clause 2 of section 6 )	
5	Copy of GST registration certificate.	
6	ESIC/EPF Certificate (if applicable)	
7	Photocopy of PAN	
8	Financial Bid (in separate sealed envelope).	
9	Bid Form (Section-16)	
10	Name of Bank, Branch of Bank, IFSC/MICR Code and Account no for E payment.	
11	Clause by Clause Compliance certificate.	
12	All documents at Annexures 1-11.	
13	Annual Reports ( clause no. 7.8 of section 6).	
14	All other documents mentioned in clause 7 of section 6).	

**(Sign. of the bidder with seal)**

Name.....

Official Seal

## SECTION 6

E-Tendering No. & Date : 7100166758 dt. 31.12.2019

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### 1. DEFINITIONS

“**The MCGM**” means the Municipal Corporation of Greater Mumbai.

“**The Bidder**” means the firm who participates in this E-Tender and submits its bid for the same.

“**The Letter of Intent**” means the intention of the MCGM to place the work order on the bidder.

“**The Letter of Award of Work**” means the award of work by the MCGM to the Bidder signed by the MCGM including all attachments and appendices thereto and all documents incorporated by reference therein. The Letter of award of work along with the Letter of Intent and bid documents constitute the contract.

“**Firm**” shall mean a firm (As defined in Chartered Accountants Act, 1949 or partnership Act **including LLP act**) rendering accounting, taxation, Information Technology and regulatory services for a minimum period of three years

“**Turnover**” shall include only gross receipts (excluding service tax) from provision of services **but shall not include other income, by whatever name called.**

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

##### 2. ELIGIBILITY CONDITIONS

- 2.1 The Bidder must be either a chartered accountant partnership firm and should have been in business of consulting/Auditing/Accounts/taxation services in India at least for the last Three years and should have Head Office available in Mumbai. Copy of Firm Constitution Certificate and other details of offices etc. should be attached.
- 2.2 The Bidder should have an average annual turnover (audited) of INR 2 crores or more in last three financial years i.e. 2016-17, 2017-18 and 2018-19 as per latest audited financial statement. This turnover of the firm should be supported by audited balance sheet or certified annual report.
- 2.3 The bidder should have an experience in providing indirect taxation services/ GST consultancy services to atleast 2 Clients and out of them the bidder should have an experience of providing GST Consultancy services for minimum period of 2 years to atleast one local authority / Govt. organisation having turnover of more than Rs.700 Crores.
- 2.4 The 2 key team members deployed on the project must be employed by the bidder and its group firm who should have a professional degree i.e.CA/CS should have relevant experience of 10 years in the indirect taxation, at least 2yr experience in Local authority. The team combination/constitution shall be as per following:-

1. Expertise of the 1 Key team members in the field of indirect taxation of more than 5 years.
2. Expertise of the 1 Key team members of more than 10 years in the field of indirect taxation.
- 2.5 The bidder firm/ should have a valid GST Tax Registration Certificate. Copy to be attached as proof.
- 2.6 The Bidder firm/ should be empanelled on the panel of auditors maintained by Comptroller and Auditor General of India (CAG) as on the date of application.
- 2.7 The Bidder firm/ should have minimum **5** Partners as on 01st January 2019.
- 2.8 The bidder firm/ shall be eligible to take part in the E-Tender only if it qualifies in all the above mentioned conditions and is either not black listed, banned or debarred and is not in the duration of the currency of such punitive measures from any central public sector undertaking. The bidder should not have defaulted in any of the earlier contracts with MCGM, or any company of Government of India or the Union Government and a declaration to that effect is required to be submitted

### **3 SCOPE OF WORK AND DELIVERABLES**

The indicative scope of work in connection with implementation of GST is included in Section 11: SCOPE OF WORK

**3A. TIMELINES:** The entire assignment has to be completed as per time specified. The continuation and duration of the tasks will be at the sole discretion of MCGM. MCGM may decide to alter the timelines for any of the task stated above and consequently the payment schedule will also be revised accordingly.

### **4 PAYMENT TERMS**

The terms of payment will be as under:

- No Advance payment will be made.
- Payment will be made after getting satisfactory work certificate.
- **Milestones for payment as defined in section 12**

### **5. COST OF BIDDING**

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

### **B. THE BID DOCUMENTS**

#### **6. DOCUMENTS COMPRISING THE BID**

**6.1** The advisory and programme implementation services required to be given, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include

- 6.1.1** E-Tender notice
- 6.1.2** Instructions to bidder
- 6.1.3** General (Commercial) conditions of the contract.
- 6.1.4** Special Terms & Conditions of Contract
- 6.1.5** Technical Bid

**6.1.6** Financial Bid.

**6.1.7** letter of authorisation to attend bid opening -

**6.1.8** Indemnity Bond –

**6.1.9** Bid form

- 6.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

## **C PREPARATION OF BIDS**

It shall be a two bid system, whereby the bidder shall submit the Technical bid and financial bid Online .

## **7 DOCUMENTS REQUIRED**

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

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

1. Valid Registration Certificate
2. Solvency certificate of Rs.8 lakhs from the Nationalised/Scheduled banks and the date of issue should not be more than 6 months prior to due date of tender.
3. Attested copy of Valid Registration Certificate under ESIC Act 1948.
4. Attested copy of Valid Registration Certificate under EPF & M Act 1952.
5. Attested Copy of GST registration certificate.
6. Attached attested copy of Pan card of firm.
7. Latest partnership deed in case of partnership firm duly certified by chartered Accountant.
8. Annual report for last three years i.e. F.Y. 2016-17, 2017-18 and 2018-19, together with copies of Audited account of the bidder.
9. Organisational chart and Infrastructural details of the firm.
10. Bid form.
11. Documents of proof as required in the Eligibility criteria.
12. Checklist duly filled up.
13. E-Tender document signed on all pages.
14. Name of the Bank, Branch, MICR Code, IFS Code & Account no for e-payment.
15. General Power of attorney in favour of the signatory in case of Partnership firm duly notarised given by all partners.
16. Particulars about the bidder.
17. Undertaking for mandatory condition. (Annexure- 2)
18. Declaration by the bidder regarding eligibility and acceptance of term and conditions of the tender. (Annexure- 4)
19. Attached certified copy of banks A/c for the last three years issued by the bank.
20. Copies of the registration certificate of Offices/Branch offices in Mumbai.
21. Documents substantiating all 8 Eligibility criteria in clause 2 of section 6.
22. Bidder shall categorically provide their e-mail id in packet A/B
22. Annexure at (1-10).

Note:

\*If it is found that the tenderer has not submitted required documents in packet A/B then the shortfalls will be communicated to the tenderer through e-mail only & compliance required to be made within a time period of three working days otherwise they will be treated as non- responsive.

## **D. BID PRICES – C Packet**

### **8. Online financial offer.**

**8.1** The bidder shall give the quote for entire period of contract i.e. for a period of 3 years in MCGM and the offer shall be firm in Indian Rupees and payment will also be done in Indian rupees only by MCGM. The amount shall be inclusive of all taxes. No other expenses like TA/DA conveyance out of pocket will be entertained.

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

## **9 PERIOD OF VALIDITY OF BIDS**

Bid shall remain valid for 180 days from the date of opening of bids prescribed by the MCGM. **A bid valid for a shorter period shall be rejected by the MCGM being non-responsive.**

In exceptional circumstances, the MCGM may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing.

## **E SUBMISSION OF BID ONLINE**

**10.1** All the documents uploaded in Folder "One",& Folder "Two" should be digitally signed and should be uploaded in P.D.F. Format only.

**10.2 Documents to be uploaded :** Original scanned document ( or Photocopies of specific documents mentioned in respective tender schedule copy duly attested by Gazetted officer of the State/Central Government or From the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/Administrative Officer/Account Officer before uploading the same in Folder One& Two).

**10.3 Procedure for the opening of the tender Folder :**Folder One -Technical Bid (i.e. Folder A/B) will be opened online on the due date and due time as stated in the tender Notice/corrigendum if any when the tenderer or his authorized representative will be allowed to remain present. Folder Two Financial Bid (Folder C) will be opened only if the Technical offer in Folder One is acceptable. In case the Technical bid in Folder One is found not acceptable or found incomplete, the Folder Two will not be opened and offer will be kept out of consideration.

The date and time of the opening of Folder Two will be intimated to the responsive tenderer well in advance.

## **F BID OPENING AND EVALUATION**

**11.1** The MCGM shall open technical bids in the presence of bidders or their authorized representatives who choose to attend, at 12.00 hrs on due date. The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to



participate in bid opening.

- 11.2** A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

## **12 PRELIMINARY EVALUATION**

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

## **13 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 13.1** The MCGM shall evaluate in detail and compare the bids previously determined to be substantially responsive, for technical compliance.
- 13.2** All the offers, found technically suitable shall be intimated, in writing, of the date of opening of the financial bid. The bidders may attend the opening of bids.
- 13.3** The evaluation and comparison of technically compliant & responsive bids shall be done on the quote for entire period of contract i.e. for a period of 3 years in MCGM. The evaluation shall be on the amount of quote including all taxes. No other expenses like TA/DA conveyance out of pocket will be entertained.

## **14 CONTACTING THE MCGM**

- 14.1** No bidder shall try to influence the MCGM on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 14.2** Any effort by a bidder to modify his bid or influence the MCGM in the MCGM's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **G AWARD OF CONTRACT** **15 AWARD OF WORK**

- 15.1** MCGM shall consider for award of work only those eligible bidders whose offers have been found

technically, commercially and financially acceptable and whose services offered are as per E-Tender specifications and the award will be made only on the basis of evaluation of bids, to the lowest quoted bidder, out of such technically eligible bidders.

**15.2 MCGM is not bound to accept the lowest or any Bid and reserves to itself the right to accept or reject the whole or any part of the Bid. The bidders shall deliver the services as decided by the MCGM at the approved rates.**

**15.3 Work order shall be issued for entire contract .If performance of bidder is not satisfactory during the various phases MCGM reserves the rights to cancel the incompleted task of further phases. The bidder will not approach the court against the decision of MCGM in this regard.**

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

**16.1** The letter of intent shall constitute the intention of the MCGM to issue a letter of award of work to the successful bidder(s).

**16.2** The bidder shall, within 7 days of the issue of the LOA, communicate his acceptance in writing.

**16.3** Failure to comply with the requirement of clause 16.2 shall constitute sufficient ground for the annulment of the acceptance of the bid and in which event the MCGM shall feel free to issue a letter of award of work to other bidder(s) or call for fresh bids.

**17 SIGNING OF CONTRACT**

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

**18 RIGHT TO CANCEL THE CONTRACT:**

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

**19 NON PERFORMANCE**

**19.1** MCGM reserves the right to disqualify the bidder for a suitable period who has failed or fails to undertake the job in accordance with the timelines agreed to and also during the course of the performance does not produce the results required and expected as per the contract terms and conditions deliver on time.

**19.2** MCGM reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

## SECTION 7

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. **APPLICATION**  
The general condition shall apply in contracts made by the MCGM for the delivery of services.
2. **CONFIDENTIALITY**  
The bidder, including all personnel shall not disclose, divulge, share, discuss, lend, licence or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material (“information”) supplied to or by MCGM in the performance of the Agreement.
3. **EXCLUSIVITY**  
The Agreement shall not restrict MCGM from contracting for identical or similar services from any other person.
4. **DISCLAIMER**  
MCGM shall not be liable for any inaccuracies in the E-Tender & its sections. MCGM has provided its best efforts to give the details according to its best knowledge and experience. If any details changes, MCGM shall provide notice so that the proposals may be altered accordingly.
5. **PERSONNEL**
  - 5.1 All parts of the services(s) shall be performed by persons qualified and skilled in performing such services.
  - 5.2 The Bidder shall replace any of its personnel if they are unacceptable to MCGM because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from MCGM.
  - 5.3 The Bidder shall pay the wages and benefits of any personnel. Nothing contained or implied in any forthcoming Agreement shall create any contractual relationship between the bidder's personnel and MCGM.
  - 5.4 MCGM shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel, agents of the Bidder.
6. **INTELLECTUAL PROPERTY**
  - 6.1 All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the “information”) conceived of, collected, completed or produced in the course of performance of the contract by the Bidder, (including all Personnel) for MCGM or provided to the Bidder by MCGM shall be the exclusive property of MCGM and shall be kept confidential.
  - 6.2 The Bidder shall not disclose any information or report related to this assignment to any person or group of persons without the written direction of MCGM.
  - 6.3 The Bidder shall not retain any information related to the Assignment, in any medium, and shall return all copies.
  - 6.4 All information and documents supplied to the Bidder under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of MCGM and shall be returned upon completion of contract.
  - 6.5 All materials prepared at the request of and for MCGM shall remain the property of MCGM except with the written consent.

## **7 PAYMENT TERMS**

- 7.1 Payment will be done on satisfactory completion of scope of work as defined in Section 11 of the E-Tender document.
- 7.2 All payments will be made in Indian Rupees only
- 7.3 No payment shall be made for non satisfactory services provided which is w/o prejudice to MCGM's right to resort to other punitive measures..

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

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

## **8 PRICES**

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

### **8.2 TAX**

“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.

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

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/ any other levies/ tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation.”

## **9. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

## **10 FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either

party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the MCGM as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **11. TERMINATION FOR DEFAULT**

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

## **12. TERMINATION FOR INSOLVENCY**

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

## **13. Contract Deposit :-**

The successful tenderer here after referred to as a consultant shall pay an amount of 2% of contract deposit in the form of Banker's guarantee from the Banker's approved list by the Municipal Corporation Greater Mumbai & Bankers Guarantee should be valid after 6 months of the expiry of the contract period and shall be submitted within 30 days from the date of issue of letter of acceptance.

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

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

## **14. Refund of contract deposit :-**

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

**15. Bid security EMD :-**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The consultants shall pay the EMD online.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-3 bidder and downwards shall be refunded immediately after opening of financial bid but, the EMD submitted by the L-2 bidder will be returned after issuing work order to successful bidder.

**The Bid Security may be forfeited:**

- a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
  - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i. sign the Agreement; and/or
    - ii. Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by the consultant, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
  2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note: a) **Curable Defects** shall mean shortfalls in submission such as: a. Non-submission of following documents,

- i. Valid Registration Certificate
- ii. Valid Bank Solvency
- iii. GST Registration Certificate.
- iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
- v. Partnership Deed and any other documents.
- vi. Undertakings as mentioned in the tender document.

b) **Non-curable Defects** shall mean

1. In-adequate submission of EMD amount,
2. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
3. Wrong calculation of Bid capacity
4. No proper submission of experience certificates and other documents etc

## **16. MCGM's Right to Accept any Bid and Reject any or all Bids**

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

## **17. Notification of Selection**

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

## **18. Acceptance of Letter of Acceptance (LOA).**

Within Seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and return the same to MCGM.

In case, the Agreement does not get executed within 30 days of acceptance of LOA, MCGM reserves the right to offer the assignment to the Bidder ranked as L2 or annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Successful Bidder shall be forfeited. However, MCGM on receiving request from the Successful Bidder, may at its absolute discretion, permit extension of the aforesaid period of 30 days for execution of the Agreement

MCGM will notify other Bidders that their Proposals have been unsuccessful.

## **19. Bids at the Cost of Bidders**

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

## **20. Conflict of Interest**

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

## **21. Consultant Not to Benefit from Commissions, Discounts etc.**

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

## **22. Contract Execution**

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs 2000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with

evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by the consultant.

Action when whole of security deposit is forfeited:

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

- (a) To rescind the contract (for which recession notice in writing to the contractor under the head of CA(F) shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of MCGM.

Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employment of MCGM/Govt.

### **23. Commencement of work:**

The vendor shall accept supply/work order from MCGM against this contract. Commencement of work should be arranged within two working days of acceptance of LOA. Delay in commencement of work would attract penalty of Rs.2000/- per day.

### **24. Penalty:**

- A** All required documents for execution of contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within stipulated time a penalty of Rs. 2,000/- per day will be applicable to the contractor.
- B.** There shall be regular review regarding the performance of the consultant by MCGM. In case at any stage, it has been observed / found that the performance of the consultant is unsatisfactory or discrepancies are found in the works carried out by consultant, MCGM reserves the right to cancel the contract and black list the contractual firm(s) after giving due opportunity and forfeit the contract deposit.

### **25. INDEMNITY**

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



- a) any mis-statement or any breach of any representation or warranty made by the Bidder
- b) the failure by the Bidder to fulfill any agreement, covenant or condition contained in this contract, including without limitation the breach of any of the terms and conditions of this contract by any employee or agent of the Bidder or
- c) any claim or proceeding by any third party against MCGM arising out of any act, deed or omission by the Bidder
- d) violation of copyright/intellectual property rights of any third party by the Bidder

For the avoidance of doubts, indemnification of losses pursuant to this clause shall be made in an amount or amounts sufficient to restore MCGM to the financial position it would have been if the losses not occurred.

**26. Payment of legal and stationery charges :** The successful bidder on receipt of acceptance letter for GST consultancy services in MCGM shall pay legal and stationery charges to MCGM as per rates prevailing on the day of payment. CA FRG-3/23.04.2019

contract cost	upto		Rs 50,000/-	Nil
From	Rs.50001/-	To	Rs 3,00,000/-	Rs. 550/-
From	Rs 3,00,001/-	To	Rs 20,00,000/-	Rs. 920/-
From	Rs 20,00,001/-	To	Rs 1,00,00,000/-	Rs. 3570/-
From	Rs 1,00,00,001/- And above			Rs. 8880/-

**27 Stamp duty :** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.

(a)	Where the amount or value set forth in such contract does <b>not exceed</b> rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount ,above rupees ten lakh subject to the maximum of rupees twenty five lakh stamp duty.
(c)	Stamp duty on Bank Guarantee	0.50% on Bank Guarantee Amount.

**28. Secrecy:** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to carry out the said services at the risk and cost of the contractor.

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

**30. Confidential Information :** The Financial details and such other information furnished to the contractor relating to the work of GST shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of MCGM. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be property of the MCGM.

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

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

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

**34. Arbitration & Dispute Resolution :**

Please refer General Conditions of Contract (GCC) available on MCGM web site '<http://portal.mcgm.gov.in>'.

## **Section 8**

### **FRAUD AND CORRUPT PRACTICES**

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause herein above, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned to them:
  - A. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - B. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

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

For the purposes of this Sub-Clause:

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

practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

## **SECTION 9**

### **DISCLAIMER**

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

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

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

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

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

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

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

## **Section10**

### **GENERAL CONDITIONS OF CONTRACT**

**General Conditions of Contract (G.C.C.) revised up to date, are available on MCGM web site '<http://portal.mcgm.gov.in>' for reference.**



## SECTION 11

### Scope of work

#### SPECIAL TERMS AND CONDITIONS OF CONTRACT:

##### **A General:**

MCGM is the civic body responsible for the urban Governance in Greater Mumbai, the capital city of Maharashtra and the commercial heart of India. MCGM is responsible for the civic infrastructure and administration of the city Eastern and Western suburbs of Mumbai. The basic purpose of appointment of GST consultant in MCGM is to provide professional assistance for all activities required under GST as per laws, rules, notification, guidelines as and when issued by Government of India and to perform all activities required for filling of the monthly/quarterly/annual returns for the period of three years.

##### **B Scope of Work:**

1. To study MCGM's working, processes, sale/purchase/other relevant contracts and preparation of detailed impact analysis under GST and also to provide updates/clarifications on amendments/notification under GST law.
2. To file GST returns (monthly/quarterly/half yearly and annually).
3. To apply for refund procedure with government authorities, if any.
4. To reconcile data of GSTR 1 & GSTR 3B.
5. The successful bidder shall reply on any queries/matters/issues, e-mails regarding GST received from all wards/various departments/hospitals etc. of MCGM on priority basis.
6. Successful bidder shall suggest advice and validate any changes major or minor to comply with the GST laws.
7. The successful bidder shall be responsible to bring in competent technical and finance team which will work in tandem with MCGM's accounting and billing system.
8. The successful bidder shall suggest changes to be made in framework of taxation of revenue & expenditure time to time & also in prevailing IT systems of MCGM (for e.g. Organisational structure SAP, billing software, payment software, water collection software, etc.) and solutions which involve suggestion/advisory and vetting of changes so as to make them compliant with the amendments made under GST Act.
9. In person meeting /discussions with corporation personnel on any matter arising out of GST compliance in MCGM & resolving GST related queries.
10. To guide the corporation about the GST taxation impact while finalizing any policy notifications etc.
11. To ensure that the data flow is synchronized across the various departments of MCGM through periodic meetings and interactions.
12. The consultant shall conduct training at each stage for effective computing of GST.
13. To give written opinion and CA certification with respect to GST compliance.
14. Assisting in drafting internal circulars as per the notification/amendments/clarifications under GST Act.

15. As and when new GL codes are created the bidder shall guide regarding applicability of GST along with GST rates, HSN/SAC code.
16. Preparing replies to queries raised by GST authorities, Statutory Auditors (CAG) & assist in queries raised by Internal Auditors (MCA)
17. Completing all procedures required under litigation matters and appeal procedures with GST Authorities/any Tribunals/any courts and Obtain final orders.
18. Comply all the necessary procedures to obtain final rulings from Advance Ruling Authorities or concerned authorities in respect of disputed matters.
19. Determination of eligibility of Input Tax Credit & assist in availing the same & to give written opinion on the same, if any.
20. Apart from the overall review of all the processes the successful bidder shall visit the units dealing with the taxes and suggest meaningful changes for making them GST compliant.
21. On-site assistance on all GST registrations to ensure that the GST Laws are compliant.
21. To analyze the system to check whether they are fully aligned as per the system required for online payment of GST collected/filing of returns with GST authority and then suggest changes.
22. To complete all formalities for assessment.
23. To do any other work arising incidentally out of GST implementation which is not included above.
24. All the above work should be completed in time bound manner so as to enable MCGM to comply with all GST requirements.
25. The scope of work mentioned above is just illustrative and not exhaustive.

## Section 12

### Payment Terms:-

Deliverables, Timeline, Payment Terms & Invoicing Procedure:-

4.1 Deliverables: As per scope of work

4.2 Timeline and Payment Term:

(A) MCGM shall pay to the Consultant, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from MCGM unless specifically provided for in this contract. All payments will be made in accordance with the terms herein after described in Indian rupees only.

(B) The payment against the invoices raised by the Consultant shall be made within 30 days after submission of invoice on the following basis:-

The professional fees will be paid monthly after assessing that the consultant has completed all issues related to GST as per GST Act including filing of GST returns with GST authorities and monthly payment of GST to government. The payment shall be released only after satisfactory compliance certificate from the concerned authority.

(C) The payment shall be made as follows:

- a. 1<sup>st</sup> year 33%
  - i. 2.5% per month ( 30% for twelve months) for consultancy and successful filing of monthly GST returns and payment of GST to GST authorities
  - ii. 3% after successful filing of annual returns
- b. 2<sup>nd</sup> year 33%
  - i. 2.5% per month ( 30% for twelve months) for consultancy and successful filing of monthly GST returns and payment of GST to GST authorities.
  - ii. 3% after successful filing of annual returns
- c. 3<sup>rd</sup> year 34%
  - i. 2.5% per month ( 30% for twelve months) for consultancy and successful filing of monthly GST returns and payment of GST to GST authorities
  - ii. 4% after successful filing of annual returns and on getting acknowledgement receipt issued by department of GST.

(D) The mode of Payment will be ECS/NEFT/RTGS/CBS only.

(E) No advance payment will be made.

(F) Income Tax will be deducted at source as applicable

(G) 2% GST-TDS on contract value exceeding Rs. 2,50,000/- (excluding GST), will be deducted from the contractor's bill as per Central Govt. Notification.

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

## Section 13

### **Staff and Staff Qualification.**

The Consultant should employ or engage adequate no. of qualified and experienced CA. A provisional and indicative list of minimum professional staff deployment by consultant will be as under :

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

- 1) Must be Chartered Accountant.
- 2) Possessing significant experience in handling taxation matters. (minimum 5 years )
- 3) Experience in carrying out special investigative assignment on behalf of public sector organisation Govt. organisation.
- 4) Advisory services in matters of taxation to Govt. companies ,public companies ,govt. organisation.
- 5) Involved in carrying out taxation works in govt. organisation.
- 6) Specialized and familiar with business application such as SAP and other WEB based applications.
- 7) He shall visit HO at least once in 15 days or as more frequently as may be necessary to evaluate the progress of the work.

#### **(II) Assisting staff :-**

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

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

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

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

**(V)** If the staff employed or engaged by the consultant fails to meet the terms and condition of the contract/scope of the work as mentioned in section 11 and if the performance of the employees engaged by the consultant is not satisfactory then the same shall be intimated to the consultant and the consultant has to replace the employed staff as per specifications mentioned by MCGM within 7 days of intimation.

**SECTION 14**  
**TECHNICAL BID**

(To be submitted by the bidder )

1. Firm/ Name	
2. Headquarters / Address	
3. If Headquarters is not in India, Address of the Firm in India and details of Indian registration	
4. Date of incorporation of the firm and details of	
5. Presence and locations of Offices in Mumbai	
6. Comprehensive details of experience in providing consultancy in the field of indirect taxation services	
7. The details of bidders experience in providing indirect taxation services/ GST consultancy services to atleast 2 Clients and out of them the bidder should have an experience of providing GST Consultancy services for minimum period of 2 years to atleast one local authority / Govt. organisation having turnover of more than Rs.700 Crores.	
8. Details of Expertise and experience of team members / professionals to be deployed for the project, as per clause .	
9. Details of qualified professionals as per clause	
10. Name & Designation of the authorized signatory	
11. Detail of payment for <b>E-Tender</b> documents	
12. Average Turnover of Firm/ for last three years (2016-17,2017-18 and 2018-19) with details as per latest audited statement of accounts or certified copy of annual report	
13. Service tax Registration No. and PAN number	

I / We agree to

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

(Signature of Authorised Signatory)

**SECTION 15**  
**FINANCIAL BID**

(To be submitted by the bidder )

Please quote the followings:

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

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

Note:

1.

Sr.no.	SUBJECT	Contract period	Monthly rate in Rs.	Total contract cost Rs. (inclusive of all Taxes)
1	Appointment of Consultant for GST consultancy and GST return filing work in MCGM	3yrs (36 months)		

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

(Signature of Authorised Signatory)

Name.....

Official Seal

**SECTION 16**  
**BID FORM**

1.
  - i) Name of the Firm
  - ii) Mailing AddressTelephone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
2. Designated contact person with details:
3. Details of experience on this work.  
(Attach self attested proof of the claim)
4. Turn over during the last three Financial  
years ended with \_\_\_\_\_.  
(Attach audited financial results/ annual reports)
5. Whether the scope has been  
implemented/taken up in any other organisation?  
If so, give details of such organisation.
6. What is the maximum time limit within  
which the work will be completed?
7. State whether the services offered conform  
to the specifications in the **E-Tender** and subsequent  
amendment, if any clearly state the deviations,  
if any.
8. Constitution of the Firm/
  - i
  - ii) The Indian Partnership Act, 1931
    - Name of the Partners    i)
    - ii)
    - iii)
  - iii) Any other Act (give details)
9. PAN No of the Proprietor/Partners

**Signature with Stamp**

**Particulars about the tenderer- (Specimen copy)**

**(To be uploaded in Folder One)**

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

- 1.Name & Address of the tenderer.
2. Profile of the tenderer
3. Authorised e-mail address of the firm
4. Full Address of Registered Office/Head Office with Telephone Numbers & Fax No.
5. Full Address of Offices in Mumbai with Telephone Numbers& Fax No.
6. Is the tenderer registered under the Companies Act or any other Act, in force?
  - a. If so, state Registration No and furnish photo state copy of Registration Certificate.
  - a. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
  - b. Names and addresses of all the Directors of the tendering Company.
  - c. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
7. Name and Designation of the Officer / Address, Telephone Number, Fax No. E-Mail Mobile Number of Primary Contact Person and Secondary Contact Person for the bid.
8. Banker of the tenderer with full address & Telephone No.:-  
(Attach certified copy of A/C for the last three years issued by the bank)
9. PAN No. of the Company.  
(Attach attested copy of PAN card of the tenderer)
10. GST Registration No.  
(Attach attested copy of the registration certificate).
- 11.E.P.F. Registration No.  
(Attach attested copy of registration certificate)
- 12.E.S.I. Registration No.  
(Attach attested copy of the registration certificate)



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

Sr.No.	Financial Year	Turnover (in Rs.Cr.)
1	year 3 (2018-19)	
2	Year2 (2017-18)	
3	Year 1 (2016-17)	

The bidder should have average annual turnover of at least Rs.3 crores or in more for three preceding financial years. (Copy of the IT return filed during the last three financial year and copy of the Turnover / CA certificate/Profit and Loss Account statement of last three years duly certified by Chartered Accountant to be attached).

14. Number of employees on the rolls of the company

Sr.No.	Financial Year	No. of Partners	No. of employed members having experience in the field of indirect taxation.
1	year 3		
2	year 2		
3	year 1		

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

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

**Full Name &Signature of authorised person  
of tenderer**

Place:

Date:

**Official Seal & Address**

**Form of undertaking of Mandatory Conditions**

**(To be uploaded in Folder “One”)**

SUB: Appointment of Consultant for GST Consultancy and GST Return Filing work in MCGM

Tender No.

Due On 08.01.2020

**Mandatory Conditions of this tender:**

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

**2. Contract Deposit.**

The successful tenderer hereafter referred to as a consultant shall pay an amount of 2% of contract deposit in the form of Banker's guarantee from the Banker's approved by the Municipal Corporation Greater Mumbai & Bankers Guarantee should be valid after 6 months of the expiry of the contract period and shall be paid within 30 days from the date of issue of letter of acceptance.

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

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

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

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

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

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

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

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

**Full Signature of the tenderer with  
Official Seal and Address.**

(on Rs.500/- stamp paper)

**Annexure – 3**

**Declaration Cum Indemnity Bond**

**(To be uploaded in Folder “One”)**

Tender No. :

Due Date: . .2019

To

The Municipal Commissioner of Greater Mumbai

Sir,

I/We \_\_\_\_\_ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer GST Consultancy and GST Return Filing work in MCGM at various wards/ locations in MCGM as mentioned in the tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items” Rates & Costs, which are herewith duly signed by me / us.

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

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

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

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

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

way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me/us is withdrawn by the Corporation.

OR

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

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

**Yours faithfully**

**Full Signature of the tenderer with  
Official Rubber Stamp.**

**Full Name, Office & Residential Address of the Proprietor / Partners /Directors  
& E-mail Address.**

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

#### **Annexure-4**

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

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

To be uploaded in folder “Folder One”

#### **AFFIDAVIT**

To,  
Municipal Commissioner,  
Municipal Corporation of Greater Mumbai.  
Sir,

Ref your Tender No:

#### **I / we give following undertaking:**

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with M.C.G.M., actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates, if accepted by M.C.G.M.
4. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises/area, if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of the MCGM.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.

9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by M.C.G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by M.C.G.M., shall constitute a binding contract between me / us and M.C.G.M.
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
14. 14. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partner/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning ( for specific time or permanent/de-registration or any other action under the law by any Government and/ or Semi-Government and/ or Government Undertaking.
- .

Solemnly affirmed on this \_\_\_\_\_ the day of \_\_\_\_\_ 20 .

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

**Annexure -5**

**Tender No.**

**CHIEF ACCOUNTANT (FINANCE)**  
**(To be uploaded in Folder "One")**

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

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

To,  
The Municipal Commissioner,  
For the Municipal Corporation to Greater Mumbai  
Sir,

Bid No. "I/ We-----  
(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

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

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment



of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

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

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

TENDERER'S FULL SIGNATURE  
WITH RUBBER STAMP

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

**PERFORMANCE CERTIFICATE**

**(To be uploaded in Folder “One”)**

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

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

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

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

**Signature and designation of the  
authorized officer issuing performance  
certificate**

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

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

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING  
(To be uploaded in Folder “One”)**

No. \_\_\_\_\_

Date: \_\_\_\_\_

To,  
The Municipal Commissioner,  
M.C.G.M.

Subject: Tender No. \_\_\_\_\_ due on \_\_\_\_\_

Sir,

Mr..... has been authorized to be present at the time of opening of above tender due on \_\_\_\_\_ at 12:00 Hrs on my/our behalf.

Yours faithfully,

**Signature & seal of the Tenderer**

## Annexure - 8

Proforma of agreement Form.

Tender due on

Standing Committee Resolution No \_\_\_\_\_ Dated \_\_\_\_\_ / Addl. Municipal Commissioner's/DMC's/  
Sanction No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract for the work of : Appointment of Consultant for GST Consultancy and GST Return Filing  
work in MCGM

Case No. \_\_\_\_\_ of \_\_\_\_\_

During the period from \_\_\_\_\_ to \_\_\_\_\_

THIS AGREEMENT MADE ON THIS \_\_\_\_\_ Day of \_\_\_\_\_

Two Thousand \_\_\_\_\_ Between \_\_\_\_\_

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

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

.....th  
e Chief Accountant (Finance) ( (hereinafter called "the commissioner") in which expressions are  
included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or  
successors for the time being holding the office of the Chief Accountant (Finance) of the second part and  
the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part,  
WHEREAS the Bidder has tendered for the .....

.....  
Works described above and his tender has been accepted by the Commissioner (with the approval of the  
Standing Committee of the Corporation) NOW THIS AGREEMENT WITNESSETH as follows:

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

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

a. The said proposal.

Notice Inviting Tender

The Tender Form

Scope of works and Special Conditions

Technical Qualification Criteria  
Instructions to the Tenderers  
All Annexures.  
Financial Bid & Rates

- b. Notification of Award
- c. Any other documents listed as forming part of the contract.

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

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

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

Signature, Sealed and delivered

By \_\_\_\_\_

Of \_\_\_\_\_

In the presence of

Witness (1) \_\_\_\_\_

Name .....

Address ..... The duly constituted Attorney  
..... Manager  
.....

.....For \_\_\_\_\_  
Contractor

Witness (2) \_\_\_\_\_

Name .....

Address .....

.....

Signature, Sealed and delivered

By \_\_\_\_\_

Chief Accountant (Finance) in the presence of

\_\_\_\_\_  
Witness (1) \_\_\_\_\_

Name .....

.....

Address .....

.....

.....

.....Chief Accountant (Finance)

Witness (2) \_\_\_\_\_ SEAL

Name .....

.....

Address .....

.....

.....

.....

The common seal of the Municipal  
*Corporation* of Greater Mumbai was  
Affixed on the .....

.....day of .....

Two thousand,.....

.....

In the presence of

(1) .....

.....

(2) .....

.....

Two Members of the Standing  
Committee of the Municipal  
Corporation of Greater Mumbai.

Witness .....

.....

Municipal Secretary .....

.....

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

Committee No. .... of ..... and found correct.

Account Officer (FRT)Deputy Chief Accountant (Revenue-II) Chief Accountant (Finance)

**BANKERS GUARANTEE**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN  
 THE \_\_\_\_\_ BANK incorporated under the English/Indian Companies Acts  
 and carrying on business in Mumbai (hereinafter referred to as 'the bank' which  
 expression shall be deemed to include its successors and assigns) of the first part  
 \_\_\_\_\_  
 \_\_\_\_\_ inhabitants carrying on business at  
 \_\_\_\_\_  
 \_\_\_\_\_ in Mumbai under the style and name of Messer's  
 \_\_\_\_\_ (hereinafter referred to as 'the  
 consultant') of the second part Shri. \_\_\_\_\_  
 THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the  
 commissioner' which expression shall be deemed, also to include his successor or  
 successors for the time being in the said office of Municipal Commissioner ) of the third  
 part and THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as  
 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the  
 Commissioner tender for the execution of the work of  
 " \_\_\_\_\_ and the terms of  
 such tender /contract require that the contractors shall deposit with the Commissioner  
 as/contract deposit/ earnest money and /or the security a sum of  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) AND WHEREAS if and when any such  
 tender is accepted by the Commissioner, the contract to be entered into in furtherance  
 thereof by the contractors will provide that such deposit shall remain with and be  
 appropriated by the Commissioner towards the Security -deposit to be taken under the  
 contract and be redeemable by the contractors, if they shall duly and faithfully carry out  
 the terms and provisions of such contract and shall duly satisfy all claims properly  
 chargeable against them there under AND WHEREAS the consultants are constituents of  
 the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank  
 with the consent and concurrence of the consultants has requested the Commissioner to  
 accept the undertaking of the Bank hereinafter contained, in place of the contractors  
 depositing with the Commissioner the said sum as earnest money and /or security as  
 aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such  
 undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises,  
 the Bank at the request of the consultants (hereby testified ) UNDERTAKES WITH the  
 commissioner to pay to the commissioner upon demand in writing , whenever required by  
 him , from time to time , so to do , a sum not exceeding in the whole  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) under the terms of the said  
 tender and /or the contract . The B.G. Is valid upto \_\_\_\_\_ "Notwithstanding anything  
 what has been stated above, our liability under the above guarantee is restricted to  
 Rs. \_\_\_\_\_ only and guarantee shall remain in force upto \_\_\_\_\_ unless the  
 demand or claim under this guarantee is made on us in writing on or before

\_\_\_\_\_all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) \_\_\_\_\_  
Name and \_\_\_\_\_  
address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_  
Name and \_\_\_\_\_ the duly constituted Attorney Manager  
address \_\_\_\_\_

the Bank and the said Messer’s \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_  
Name and \_\_\_\_\_  
address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_  
Name and \_\_\_\_\_ For Messer’s \_\_\_\_\_  
address \_\_\_\_\_

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

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



## Irrevocable Undertaking

(on Rs.500/- Stamp Paper)

I Shri/Smt \_\_\_\_\_ aged \_\_\_\_\_ years, Indian Inhabitant.  
 Proprietor/Partner/Director of M/s \_\_\_\_\_ resident at  
 \_\_\_\_\_ do hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

## **APPROVED BANKS FOR BANK GUARANTEES**

1. Bank Guarantees of those banks which are listed in the Second Schedule to The Reserve Bank of India will be accepted, which includes,

- a. State Bank of India
- b. Nationalized Banks
- c. Private Sector Banks
- d. Foreign Banks
- e. Scheduled Co-Operative Banks

2. Bank branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan will only be accepted.