



Navi Mumbai Municipal Corpo

C.B.D., Navi Mumbai.

TENDER / QUOTATION

निविदा सुचना क्र.नमुंमपा/मालमत्ता/पार्किंग/5-(17-1)/2020-2021

PAY& PARK

General Terms &

CONDITIONS OF CONTRACT

Work Name :- Vashi, from Set.9 to 12 and from Set.16 to 29 Jain temple to Blue Diamond

Navi Mumbai Municipal Corporation,

1ST Floor, Belapur Bhavan,

C.B.D., Navi Mumbai – 400614.



नवी मुंबई महानगरपालिका
मालमत्ता विभाग

नवीन मुख्यालय भूखंड क्र.1, सेक्टर-15 अ, किल्ले गावठाण जवळ, पामबीच जंक्शन, सी.बी.डी. बेलापूर, नवी मुंबई - 400 614

मालमत्ता/पार्किंग विभाग

निविदा सुचना क्र.नमुंमपा/मालमत्ता/पार्किंग/5-(17-1)/2020-2021

वाशी विभागातील पे अँड पार्किंग बाबत.

नवी मुंबई महानगरपालिका क्षेत्रात असलेल्या विविध विभागांमध्ये "वाहनतळ परिचलन, व्यवस्थापन व देखभाल करण्यासाठी" (Leave & Licence) तत्वावर 5 वर्षाकरीता प्रत्येक वर्षी करारनामा नूतनीकरण करण्याच्या अटीवर प्रस्ताव मागविण्यात येत आहे.

नवी मुंबई महानगरपालिकेत सर्व विभागातील विविध कामांच्या निविदा प्रक्रियेत अधिक पारदर्शकता व तत्परता आणण्यासाठी Next Tendering-Sify Technologies ई-टेंडरिंग संगणक प्रणाली (E-tendering) कार्यान्वित करण्यात आलेली आहे. तेव्हा उक्त कामासाठी ई-टेंडरिंग संगणक प्रणालीमधूनच (इंटरनेटद्वारे) कोटेशन फॉर्म खरेदी करावयाचा आहे. कामाचा संक्षिप्त तपशील खालीलप्रमाणे आहे.

कामाचे नांव :- वाशी विभागातील रस्त्यालगतचे अधिसूचित पार्किंगचे परिचलन व व्यवस्थापन करणे

अ.क्र.	वाहनतळाचे नांव व पत्ता	वाहनतळाचा प्रकार व क्षमता (दुचाकी)	वाहनतळाचा प्रकार व क्षमता (चार चाकी)	कामाची वार्षिक अंदाजे रक्कम रु.	इसारा अनामत रक्कम रु. 1%	फॉर्म फी रक्कम रु.
1	वाशी, से.9 ते 12 आणि से.16 ते 29 जैन मंदीर ते ब्ल्यु डायमंड (उजवी बाजू)	178	285	2340380/-	23404/-	रु.500/- + GST-18% = 590/- (पाचशे नव्वद रुपये फक्त)

निविदा/कोटेशन पुस्तिका ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या (www.nmmc.maharashtra.etenders.in) या संकेत स्थळावर व नमुंमपाच्या (www.nmmconline.com) संकेत स्थळावर प्राप्त होतील. निविदेचे सादरीकरण खालील तक्त्यात नमुद केल्याप्रमाणे www.nmmc.maharashtra.etenders.in या संकेत स्थळावर Online करण्याचे आहे.

ई-निविदा प्रसिद्धीचा तपशील

ई-निविदा विक्री व भरणे (upload) व ई-निविदा सादरीकरण (submission) कालावधी	दिनांक- 06/01/2021 सकाळी 10.00 पासून दिनांक- 20/01/2021, रोजी दुपारी 01.00 वाजेपर्यंत
निविदा पुर्व बैठक	दिनांक- 14/01/2021 दु. 4.00 वाजता शक्य झाल्यास
ई-निविदा उघडण्याचा दिनांक	दिनांक- 20/01/2021 दु. 4.00 वाजता शक्य झाल्यास

बँकेचा तपशिल

Bank Name	State Bank Of India
Account Name	NMMC
Branch Name	NMMC
Account No	36965786737
IFSC Code	SBIN0041078

निविदाकारांनी कोरी निविदा / काटेशन फॉर्म फी, पेमेंट गेटवेद्वारे भरावयाचे आहे. सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडीट कार्ड अथवा नेट बँकींग मार्फत भरणा करता येईल. निविदा फॉर्म फी शुल्क नमुंमपाचे लेखा विभागात स्विकारले जाणार नाही, याची निविदाकारांनी नोंद घ्यावी.

कोणतीही निविदा स्विकारणे अथवा नाकरण्याचा अधिकाराबाबत मा.आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवलेला आहे.

ठिकाण :- वाशी, नवी मुंबई
दिनांक / /2020

उप आयुक्त (मालमत्ता/पार्किंग)
नवी मुंबई महानगरपालिका

General Terms & CONDITIONS OF CONTRACT (Pay& Park)

1.0. DEFINITIONS :

- 1) The term "Contractor" shall mean and include the person or persons, firm or company who has been appointed by the Corporation to collect on its behalf the parking charges at the site and in the case of natural persons, him/her, his/heirs executors and administrators and in the case of a partnership firm, the partner or partners for the time being the firm.
- 2) The term "Project" shall mean the collections on behalf of the Corporation the parking charges at the Site as stated in the Contract.
- 3) The term "Contract" shall mean and include the terms and conditions of Contract, Letter of acceptance the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the offered by the Corporation and any other document forming part of the Contract.
- 4) The term "Contract Amount" shall mean the sum quoted by the Contractor in offer and accepted by Corporation.
- 5) The "Competent Authority shall mean any officer authorized by the Corporation to act on behalf of the Corporation
- 6) The term "Government" shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
- 7) The term "Corporation" shall mean Navi Mumbai Municipal Corporation. Navi Mumbai.
- 8) The term "Commissioner" shall mean the Municipal Commissioner of the Corporation and include his successor and shall include any officer authorized by him.
- 9) The term "Site" means the identified location provided by the Corporation and specified in the annexure 1 where the services are to be provided to the Contractor.
- 10) The term "Customer" means any person wishing to park his vehicle at the site.

2.0. PARTIES TO THE CONTRACT : The parties to the contract shall be the Contractor, whose offer is accepted by the Corporation and the Corporation.

2.1. The person signing the offer or any other document forming the part of Contract on behalf of other person or a firm shall be deemed to have due authority to bind such persons/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the persons concerned has no such authority, the Corporation may without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3.0. SINGULAR AND PLURAL : Words imparting the singular only will also include the plural and vice versa where the context so requires.

4.0. NOTICES :

- 4.1.** Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indians Contract Act).
- 4.2.** Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority.

4.3. If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

5.0. CONSENTS, APPROVALS, CERTIFICATES AND DECISIONS :

5.1. Where ever in the Contract provisions is made for the giving or issue of any consent or approval or certificate or decision by any person, unless otherwise specified such notice consent approval, certificate or decision shall be in and the words “notify” “certify”, or “decide” shall be constructed accordingly. Any such consent, approval, certificate or decision shall not unreasonable be withheld or delayed.

6.0. ASSIGNMENT AND SUBLETTING : Except where otherwise provided by the Contract, the Contractor shall not subcontract whole or any part of the Service without the prior consent of the Commissioner. Any such consent shall not relieve the Contractor from any liability or obligations under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, its agents, servants or workmen.

7.0 CONTRACT DOCUMENT :

7.1. Language : Governing language for the entire Contract and communications thereof shall be in English or Marathi only.

7.2. Law : The Contract shall be governed and construed in accordance with the law in India . No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except Principal Court of Ordinary Civil Jurisdiction at Navi Mumbai which shall have exclusive jurisdiction to the exclusion of any outside courts

7.3. Priority of Contract Documents : The several Contract Documents forming the Contract shall be taken as mutually explain to of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority who shall issue to the “Contractor” necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the Contract shall be as follows

- i) The Contract Agreement
- ii) The terms and conditions of Contract
- iii) The Letter of Acceptance
- iv) Detailed Tender Notice.
- v) The Offer

8.0 PAYMENT OF CONTRACT AMOUNT :

8.1. For category ‘A’ only (mentioned in Schedule ‘A’) The Contractor shall pay in advance the Contract Amount plus GST as indicated in the Bid-Form two the cooperation.

8.2. For category ‘B’ (mentioned in Schedule ‘A’) The Contractor shall pay in advance the Contract Amount indicated in the Bid-Form two the cooperation within 7days of the notice of award of contract to the party.

8.3 in the event of any default in payment by the contractor as per the terms and conditions set forth in clause 8.1 and clause 8.2 respectively Besides other remedies as set forth in law and in this contract corporation in addition to the pending installment shall levy an interest @ of 24% per annum from the due date of installment till the date of actual payment received (both days inclusive) if there payment is withheld beyond approved period (as decided by the corporation), then corporation shall be at a liberty to terminate the contract and forfeit the security Deposit. Contractor should also pay security deposit of 10% of the amount of the contract before execution of work order.

9.0. CONTRACT PERIOD : The initial period of the Contract shall be Five Years from the date of commencement Subject to The Renovation Of every eleven month.

10.0. VARIATION OF RATES : If the Corporation varies the existing parking rates levied on the specified vehicles at any time during the subsistence of the Contract, then there would be corresponding revision to the License Fees as mutually assessed and agreed and agreed upon by both the parties. In case of any dispute about the revised License Fees the decision of Commissioner will be final and binding on the Contractor.

10.1 “ If, in future rates for parking the vehicles (Two / Four wheeler) are revised by the General Body of Navi Mumbai Municipal Corporation, then the revised rates will be bound to the Party taking the parking contract. And according to revised rates Parties have to pay the difference of additional amount to Navi Mumbai Municipal Corporation.”

11.0. CORPORATION'S RISK :

11.1 The Corporation's risks are :

- a) War hostilities, Invasion, act of foreign enemies.
- b) Rebellion, revolution, insurrection or military or usurped power civil war
- c) Ionizing radiation, or contamination by radio activity from any nuclear fuel, or from any nuclear waste, from combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d) Riot commotion, disorder, unless solely restricted to employees of the Contractor and arising from the implementation of the said scheme, provided that the same is not temporary or transitory and affects the collection appreciably

12.0. SPECIAL RELIEF :

12.1. If the said service is closed for traffic on account of Corporation's risks, then the Contractor shall be entitled to the rebate equal to amount of offer quoted by him for Contract period proportionate to number of days and area for which the said site is closed for parking

12.2. If there is substantial change or variations in traffic pattern, volume or intensity due to reasons stated as Corporation's Risks directly affecting the average total collection of the parking charges, the Contractor may apply in writing to the Commissioner along with a certificate from the Competent Authority and other relevant documents in support thereof, for grant of proportionate rebate / reduction in the Contract amount during the period of aforesaid contingencies. Such rebate shall not exceed 25 percent of the average Contract amount for such period or actual shortfall in the collection for such period which ever is less. The decision of the Commissioner on the application made to him by the Contractor in respect of the question of admissibility of the claim and / or grant of rebate or reduction and quantum thereof in the Contract Amount shall be final and binding on Contractor.

12.3. Contractor shall not be entitled to any compensation rebate or reduction in Contract Amount, on account of change or variation in traffic pattern volume or intensity for any reason whatsoever.

13.0. EXTANT OF RIGHTS :

13.1. The Contract herewith granted is a more License collect the parking charges on behalf of the Corporation and to regulate the traffic within and around the parking site and to maintain the said site in state suitable for parking and in terms and conditions herein contained and shall not be construed in any way as giving or creating any other right or interest in the said premises to or in favor of the Contractor.

13.2. The provision of the Public Premises (Eviction of unauthorized occupants) Act 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.

14.0. SCOPE OF WORK OF THE CONTRACTOR : The following shall be included in the scope of work the Contractor.

14.1. SERVICE 1 : MAINTENANCE OF THE SITE :

14.1.1 Maintenance : The Contractor shall be responsible for keeping the parking spaces in good and substantially repaired condition during the entire period of Contract. The Contractor shall protect, preserve and maintain the parking sites at his own cost.

14.1.2 Painting of Vehicle Spaces : The Contractor shall paint the parking spaces at his own cost for different type of vehicles, and as per design capacity, the site conditions and directions of Competent Authority. Such painting will be done using the prescribed thermoplastic paints and shall be repainted at an interval of every six months or more frequently as may be required.

14.1.3 Instruction boards : The Contractor shall provide instruction boards at places to be indicated by the Corporation in the vicinity of the said site and on which the rates at which parking fees have been fixed by the Corporation and the parking hours are written. Such boards shall be erected at the entrance and exits of the parking site and at such other locations that may be necessary. The board shall be of such size and designs as may be prescribed by the Corporation. The Contractor shall preserve and take care of such boards at his costs.

14.1.4. Cleanness of parking site : The Contractor shall maintain proper cleanliness in the parking area. All expenditure on account of maintaining proper cleanliness shall be borne by the Contractor. Contractor shall beautify the parking space by providing at least one good quality pot per 10 square meters. Such pots shall be provided and firmly fixed at location to be approved by the Competent Authority within parking site. The pots shall be watered and well maintained till and of the Contract period. If the Contractor fails to maintain the cleanliness or watering and maintaining pots, the same will be carried out by the Corporation at the cost of the Contractor.

14.1.5 Maintaining Complaint Book: The Contractor shall maintain a complaint book in a prominent place in the parking site and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Corporation.

14.1.6. Safety, Security and protection of environment : The Contractor shall provide and maintain adequate light guards warning signs when and wherever required. The Contractor would be required to install minimum a 2.5 kg CO2 fire extinguisher in the parking space at his cost before commencement of services. The Contractor shall also make available sufficient battery operated emergency lights in working condition all the times.

14.1.7 Care of Corporation's Equipment and property : The Contractor shall take full responsibility for the care of materials and equipment of the Corporation which are given to the Contractor by the Corporation throughout the entire period of Contract. Any cost towards damages to such property / equipment shall be recoverable from the Contractor shall procure all the necessary materials / equipment required for work other than those supplied by Corporation, at his own cost.

14.2. SERVICE 2 REGULATION OF PARKING

14.2.1 Contractor to keep road clear : During the work the Contractor shall keep the no parking and adjoining area free from all unnecessary obstructions and shall see that the traffic flow is smooth and is not affected and that no obstructions are created that could cause an accident or lead rise to complaints from public.

14.2.2. The Contractor shall not allow parking of vehicles above the capacity for which the space is designed.

14.2.3. The Contractor shall not permit double parking or parking in any manner which may obstruct the smooth flow of traffic on the roads around the site under any circumstances.

14.2.4. The Contractor shall not give preference to any person and shall allow parking in the site strictly on "first come first served" basis only.

14.2.5. The Contractor shall not keep any parking space in the site reserved for parking of any vehicle if particular person / persons or company.

14.3 SERVICE 3 COLLECTION OF PARKING FEES :

14.3.1. The Contractor shall operate, manage and maintain be the identified parking sites and to demand and collect parking fees at the rates prescribed by the Corporation by engaging his own staff and meeting all the expenses for providing chokies, punching clock and other facilities required including information / rate board.

14.3.2 The Contractor shall arrange the collections of parking fees efficiently in such a manner that the traffic at the said site is not unreasonably detained or result in blocking up of traffic and such that there shall be no complaints from the public about undue waste of time or detention of vehicles for more time than the minimum required.

14.3.3. The Contractor shall recover Parking fees only at the rated mentioned in "schedule of parking rates" mentioned in the Bid-Form. The Contractor shall not increase the said parking fees or charge anything more under any circumstances unless so asked to do so by the Corporation.

14.3.4 The Contractor shall give numbered and stamped receipt to every vehicle paying the fees with time of entry of vehicle punched or written on it. The Contractor shall get the parking tickets printed as per design supplied by the Competent Authority before starting the work under the contract. The said parking ticket shall bear serial number with counterfoils. The tickets shall prominently show the name of the Corporation and the name of the authorized Contractor, and have place to write the vehicle number, time in and out, list of approved parking fees and notice indicating that the vehicle are parked at owner's risk etc.

14.3.5 The Contractor shall provide all stationery requirement for work at his own cost.

14.3.6. Exemption and concessions : Concessions like monthly passes can be offered at the sole discretion of the Contractor for frequently users but should be valid only for particular vehicle only. These concessions should in no case be transferable. No such passes will however be issued for the first and last month of the Contract period if the work is started / to end in between the calendar month. The amount of concession coupons and monthly passes issued by the Contractor for any period beyond the Contract period will be recovered from the Security Deposit.

15.0. CONTRACTOR'S EMPLOYEES :

15.1. The Contractor shall keep open the parking area throughout the day and night and deploy adequate number of personnel to manage the parking including its security.

15.2. The Contractor shall provide on the site in connections with the work capable assistants who are efficient and experienced in this kind of work supervisory staff who is competent to give proper superintendence of the work.

15.3. The Contractor shall appoint his own security staff and shall follow all regulation of Security Guards Boards for the area concerned. The uniforms of security guards will have to be of the designs approved by the Commissioner.

15.4. The Contractor shall provide all necessary safety equipment such as reflective vests etc. to his employees throughout the period of Contract keeping in regard their safety specially from moving traffic.

15.5. The Corporation or Competent Authority shall be at liberty to require the Contractor to remove from the site such person who in the opinion of the Corporation misconduct himself or is incompetent or negligent in the proper performance of his duties or whose presence at the site is considered undesirable or is nuisance to users.

15.6. The Contractors shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Industrial Dispute Act, Minimum Wages Act, ESIS Act, EPF Act, Bonus Act, and the provisions of any statutory law applicable to the Contractor including any rules and regulations made by the Authority, or any other Department of Government and or local body or administration in force from time to time and to the business which the Contractor is

allowed to carry on under his Agreement and to the area in which the said space are located.

15.7. The Contractor shall not engage or employ any person suffering from any disease, contagious, infectious or otherwise dangerous to human life and health.

15.8. The Contractor shall observe the provisions of Employment of Children Act (Act No. XXVI) of 1938 and other law applicable and not employ or permit any person to do work under the said Contract in contravention of the provisions of the said Acts, rules and regulations.

16.0. LIMITATION IN USE OF PARKING SPACE :

16.1. The Contractor shall use the parking spaces only for the purpose of parking motor vehicles and other specified allowable activities and for no other purpose whatsoever.

16.2. The Contractor shall not display any advertisement at the site without prior written permission of the Corporation.

16.3. The Contractor will not be permitted to use any portion of the parking site or chowky as his office.

16.4. The Contractor shall not hold or permit be held any public or private function or sale in the site premises. The Contractor under no circumstance shall permit the entry of unauthorized person such as touts, urchins' loaders and hawkers etc. and or permit any unauthorized taxi services or car rental business in the parking area.

17.0. INSURANCE :

17.1. INSURANCE AGAINST THEFT AND FIRE : The Contractor shall take out all necessary insurance against theft, dacoit, fire of other contingencies against loss, theft damage to any vehicle or parking charges collected

17.2. AGAINST ACCIDENT TO WORKMEN : The Contractor shall insure his workmen, equipment etc. No additional burden should fall on the Corporation due to absence of insurance, if any.

17.3. If the Contractor fails to effect and keep in force all insurance legally required or under the Contract or fails to provide certified true copies of the insurance policies to the Corporation, the Corporation may effect and keep in force any such insurance policies and pay any premium necessary for that purpose, and from time to time deduct the amount so paid from the money deposited with the Corporation.

18.0 OTHER OBLIGATIONS OF THE CONTRACTOR

18.1.1. The Contractor shall be responsible for observance of all rules and regulations laid down or as may be laid down hereafter from time to time by the Corporation in its behalf.

18.2. The Contractor shall intimate the names of the manage / responsible person who will be always available at site for received any instructions, notice etc., before taking over the possession of the site. The Contractor shall also keep an instruction book at any pay and park site for receiving constructions from visiting officers of the corporation.

18.3. Contractor shall carry on the work of fulfillment of his / her obligation undertaken by them to the entire satisfaction of the Corporation.

18.4. The Contractor shall in all respects carry out and observe the directions that may from time to time be given to him by the Competent Authority.

18.5. The Contractor shall permit the employees of the Corporation or any other persons authorized by the Corporation to enter upon and inspect the said premises and to call for any information relating to the parking site and records maintained by the Contractor in this behalf.

18.6. The Contractor shall be responsible for paying all rates charges taxes, assessment and outgoings if any, which are payable or may hereafter be levied and payable to the Government of Maharashtra Corporation or to any other authorities in respect of the said site.

18.7. The Contractor shall comply with the provision of the Bombay Motor Vehicles Tax Act 1958 (Born LXV of 1958) and rules made there under at all times.

18.8. The Corporation shall conform to all Central of State Statutes, Rules or other Regulation in all respects.

18.9. The Contractor shall not abuse the water sources and drainage facilities in the parking area so as to create a nuisance or in-sanitary situation prejudicial to public health.

19.0 PATENT RIGHTS : The Contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any patent rights , design trade mark or name or other protected rights in respect of Contractors equipment material or paints used by contractor in connection of the work.

20.0 RIGHT OF THE CORPORATION :

20.1. The Corporation shall be free to put up hoarding or other advertisement materials in the parking area or provide any other facility in the area. Any Income arising out of such facilities shall belong to the Corporation and the Contractor shall not demand any share from it.

21.0. DAMAGE TO PROPERTY AND PERSONS :

21.1. The Contractor shall except if and so far as the Contract provides otherwise indemnify and keep indemnified the Corporation against all losses and claims in respect of

- a) Death of or injury to any persons.
- b) Theft or damage to any property which may arise out of or in consequence of vehicles and against all claims, proceedings damages, costs and expenses whatsoever in respect thereof or in connection therewith.

21.2. The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the services and against all claims demands, proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto.

22.0. INDEMNITY AGAINST CLAIM OF CONTRACTOR'S EMPLOYEES :

22.1. The Contractor shall at all times indemnify the Corporation against all claims damages of compensation of its employees under the provisions of

- I) Payment of Wages Act, 1936
- II) Minimum Wages Act, 1948
- III) Employers Liability Act, 1938
- IV) The Workmen's Compensation Act, 1923
- V) Industrial Dispute Act. 1947
- VI) Indian Factories Act, 1948 and
- VII) Maternity Benefit Act, 1961

Or any modifications thereof and made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Services, Whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Corporation, their against or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such claim without limiting its obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

23.0.PENALTIES :

23.1. In the case of such breach of the terms of this license as minor offences and complaints coming to is notice for which in the opinion of the Corporation this Contract need not be terminated, the authority may at its discretion recover compensation from the Contract up to the limit of the Security Deposit of the Contractor. The decision of the Corporation in this respect in the respect will be final and binding on the Contractor.

24.0. SECURITY DEPOSIT :

24.1. The Contractor shall obtain and provide to the Corporation as security for his proper performance of the Contract an amount equal to 5% of the offer amount mentioned in the letter or acceptance within seven days of issue of letter of acceptance. Such Security Deposit shall be other in the form of demand draft or in the form of bank guarantee issued by specified bank in favor of the Corporation, as per form prescribed. The Security Deposit shall carry interest.

24.2. In the event of any default or, the part of the Contractor to comply with any of the terms of this Contract or in the event of termination of the Contract by the corporation under any clause, the Corporation shall have the right to forfeit the entire or part of the amount of Security Deposit lodged by the Contractors and to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any claim of the Corporation for any damage,

losses charges or expenses or otherwise howsoever. The decision of the Commissioner in respect of such damages losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the Contractor.

24.3. The Security Deposit shall be retained until all disputes, if any between both the parties have been settled to the entire satisfaction of the Corporation. The Security Deposit shall be returned to the Contractor by the Corporation within 3 months following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Corporation on the Contractor.

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

24.5. Nothing herein mentioned shall debar the Corporation from recovering from the Contractor by a suit or any other means any such losses, damages costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit.

24.6. The Contractor shall always maintain the original amount of Security Deposit and shall forthwith deposit such further sums as may be necessary to make up the original amount of Security Deposit. In case of failure after demand notice is received, the Corporation shall be entitled to terminate the Contract and forfeit the balance Security Deposit.

24.7. In the event of Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to Contractor under this or any other Contract with the Corporation, Should that sum also not sufficient to cover the full amount recoverable, the Corporation, the Corporation shall forthwith pay to the Corporation on demand the remaining balance due.

25.0. SET OFF : Any sum of money due and payable to the Contractor including any sum returnable to the Contractor under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other Contract made by the Contractor, with the Corporation.

26.0. BRIBES AND COMMISSION : Any bribes, commission, gift or advantages are given, promised or offered by or on behalf of the Contractor or any one or more of their Partners/Directors/Contractor or servants or any one on their behalf to any officer, employee, representative of the Corporation or any person on his or their behalf or showing favor or disfavor to any person in relation to the Contract, in any manner whatsoever will entitle the Corporation to cancel his Contract and

any loss damage resulting from such cancellation shall be given and payable to the Corporation by the Contractor.

27.0. TERMINATION :

27.1 In the event of the site being required for Municipal use or required to be closed for any other reason the Corporation for liberty to terminate the Contract even before the expiry of the Contract period and Contractor shall vacate the site forth with and shall not claim any compensation damages or loss in fees and shall not claim for any alternative site or work.

27.2 If the Contractor

- a) Has repudiated the Contract or,
- b) Without reasonable excuse has failed to commence the work, or
- c) has failed to comply with the instructions issued by Corporation or has authorized officer, or
- d) Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligations under the Contract, or
- e) Committed any breach of any of the terms of the Contract, or
- f) Has failed to remit the installment of Contract Amount on the due dates and of due amount,,
- g) Has Given false or untrue information regarding eligibility to offer, as revealed at the selection process is over or even earlier, or
- h) Has Shown non-courteous, rude behavior with the vehicle owners, or
- i) Is responsible for the breach of any of the terms and conditions of the Contract for any reasons whatsoever
- j) As a result of non-remittance of installment of due dates, the Security Deposit of the Contractor is adjusted in whole or in part and the Contractor thereafter has failed to maintain the amount of Security Deposit to the original amount.
- k) Is deemed by Law unable to pay his debts as they due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or becomes insolvent or makes a arrangement with, or assignment in favor of his creditors, or if a receiver, administrator, trustee or liquidator is appointed relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if an act is done or event occurs with respect to the Contractor of his assets which, under any applicable law has substantially similar effect to an the foregoing events.

Then the corporation may after giving notice to the contractor enter upon the site and terminate the Contract at Contractor's risk without thereby releasing the

Contractor from any of his obligations or liabilities under the Contract, or affecting the rights remedies or authorities conferred on the corporation under the Contract and no compensation shall be payable by the Corporation.

28.0 CONTRACTORS RIGHT TO TERMINATE :

If the Contractor decides to terminate the Contract before the end of Contract period, Contractor has to give an advance intimation of at least 3 months. If the Contractor terminates the agreement without prior notice of 3 months, then the entire Security Deposit will be forfeited.

29.0. CONSEQUENCES OF TERMINATION : Upon expiration of earlier termination of this Contract to return the site to the Corporation in the same condition in which it was handed over to the Contractor, Subject to reasonable wear and tear.

30.0.RECOVERY OF DUES : The Corporation shall, without prejudice to its other right and remedies, be entitled to recover from the Contractor all amount due to or recoverable by Corporation from him/them, under the contract as arrears of land revenue under the provisions of Bombay Provincial Municipal Corporation Act & Maharashtra Land Revenue Code, 1966.

31.0. DISPUTES AND RESOLUTION : In case of disputes or difference of opinion arising, the decision of the Commissioner shall be final and binding on the Contractor. The Contractor shall be given reasonable opportunity to represent his case before the Commissioner.

32.0 CORPORATION'S REPUTATION : The Contractor shall not use the name of the Corporation in any manner either for credit arrangement or otherwise without permission in writing the Commissioner.

33.STAMP DUTY : The Contractor shall bear and pay stamp duty and registration charges in respect or the agreement.

Special Terms and Conditions

1. Applicant/ Company/ Firm should Apply Separately for each parking place on account of practical and personal Survey of that parking place. Please take note that parking place will be allotted on "As is where is" basis.
2. Parking place will be allotted on "As is where is" basis for 05 years for the operation and management of roadside parking places on Leave and Licence basis. The validity of the work status of each year is valid for 11 months and the terms of permission agreement are permitted.
3. The applicant institution should be a registered person / organization under the Public Trusts Act 1950 and Public Institution Registration Act 1860 or under the prevailing law.
4. The applicant needs to submit the balance sheet report in the audit report for the next 5 years.
5. The applicant has to submit Bid Capacity certificate to the Chartered Account as per the following form.

Bid capacity = $(A \times N \times 2) - B$

Whereas A= Average turnover of last 5 years (As per current rate)

N= Period of work

B = Work cost of work in hand (during tender period)

It will be permissible to charge the carriage charge as indicated above on contractor. In lieu of this, he is in need of parking, maintenance, management and maintenance, and will be given a contract for the work of the Contractor, who has been given maximum license fee for the year, and it will be increased by 10% every year.

6. Proposal for the implementation of pay -and park in Navi Mumbai Municipal limits under the resolution no. 1509, dated 17/09/2002 and the approval for tendering at the rate of improved arithmetic rate has been given by the general public meeting, the rates are as follows.

approved by the NMMC, General Board Meeting should be read as under.

Types of Parking and Vehicle	Approved Rates		Revised Rates	
A)Regular Parking-				
1) Three Wheelers	5/-		3/-	
2) Four Wheelers	10/-		5/-	
B) Emergency Parking-				
1) Two Wheelers	2/-		1/-	
2) Three Wheelers	5/-		2/-	
3) Four Wheelers	10/-		5/-	
4) Light Commercial Vehicles	20/-		10/-	
5) Heavy Commercial Vehicles	100/-		50/-	
C) No Parking				
1) Two Wheelers	20/-		10/-	
2) Three Wheelers	50/-		20/-	
3) Four Wheelers	100/-		50/-	
4) Light Commercial Vehicles	200/-		100/-	
5) Heavy Commercial ehicles	500/-		200/-	
D) General Parking-	Daily		Monthly	
	Approved Rate	Revised Rate	Approved Rate	Revised Rate
	20/-	10/-	400/-	200/-

7. The contractor will not be charged more than the above mentioned rate
8. The contractor's name shall be binding on the Contractor's office to indicate that the contractor's name, the name of the proprietor, the mobile number, the name of the employees who collected the pay-per-day parking fee, parking area and capacity to be permanently displayed at the parking lot.
9. Employees collecting pay -and park will be given the name of the employee and the name of the contractor given uniform to the contractor, and it is obligatory to wear it, wear a card.
10. It is mandatory for the contractor to register a complaint in the parking place.
11. It is mandatory to pay electric bill & water bill at the premises and toilet (if any) by the contractor.
12. The contractor will be charged under the following irregularities.

Sr.No.	Irregularity (type)	Penalty (Rs.)	Remarks
1	2	3	4
1	Register not provided to register complaint	1000/-	The amount of penalties shown in the column no .03 is for an irregularity, if the irregularity occurs in three consecutive times, the contractor's contract can be canceled. The penalty charge is required to be paid within 48 hours or else the amount will be recovered from the Security Deposit amount.
2	Cleaning of premises and showrooms (if any, water supply and electricity system) should not be kept clean.	1000/-	
3	Unpublish information about the parking rate sheet, name of the contractor, mobile phone number, employee's name etc at work place.	5000/-	
4	Employees did not wear uniforms or wear a uniform.	1000/-	
5	To make a higher rate of interest than the fixed rate, misrepresentation or other fraud.	5000/-	

13. When the municipal officer / staff arrives in the parking lot, they will be required to provide necessary information to the contractor.
14. All the citizens will have open access to the parking places.
15. The contractor will be allowed a period of 05 years from the control of the vehicle, but it will be able to verify the status of each year, 11 months permission and license

agreement. Prior to that, the annual allowance fee and security deposit amount must be paid along with the merchandise and service charges (GST).

16. Contractor has to pay 10% security deposit amount of annual license fee.
17. No subcontractor (sub rating) can be appointed to the contractor.
18. Electricity and toilets (if any) will be payable to the electricity payment and water payment contractor.
19. The concerned institutions will have to pay the payment of water and payment of water and legal tax on payment of water and the copied copies will be made available to the corporation from time to time. If the payment of the money is exhausted, it will be done by municipal corporation to pay the bills in its security deposit.
20. If there is no electricity and water arrangement in the municipal corporation, then the applicant institution will have to do it on its own and the necessary objection certificate will be issued to the municipal corporation.
21. If the applicant does not keep any outstanding amount of the Municipal Corporation and there is any outstanding amount and if the person / organization refuses / refuses to pay the dues, or if the organization is rejected then the nomination / fee / rent / tax / loss for the nominated person etc. As per Section 81 A of the Maharashtra Municipal Corporation Act, personal property will be recovered .
22. The right to accept or reject the acceptance letter, or to give an application to more than one place or to give more space to the organization. They are reserved.
23. Special conditions and conditions will remain best if the variation in the general terms and conditions of the Tender and special terms and conditions arises.
24. If there is any dispute in the maintenance, operation, management and visual maintenance process, Hon.Municipal Commissioner's decision will be final.

Place - Belapur

Deputy Commissioner (Eatate/ Parking)

Date -

Navi Mumbai Municipal Corporation

Undertaking of Tenderder

(On Rs.100/- Stamp paper)

Having examined the tender document including all the annexure, the receipt of which is hereby duly acknowledge, we the undersigned, state that the specifications conditions, etc, of this tender have been carefully studied and understood by me / us before submitting this Tender. I / We hereby declare that, I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / We have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver _____ (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till _____ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

A demand draft No _____ Dated _____ from the Nationalised / Scheduled.Bank at online payment in respect of the sum of Rs _____ is herewith forwarded representing the Earnest Money. I / We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I / we fail to (I) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawal by me / us by the notice in wiring duly addressed to the authority opening the Tender Notice. (ii)Security deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may by adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing unless the same or any part thereof has been forfeited as aforesaid.

Should this tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as appilacable and in default thereof to forfeited and pay to NMMC The sums of Money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / We undertake to use only the best materials approved by the Municipal Commissioner of NMMC or his duty authorized representative, before starting the work and to abide by his decision. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bond to accept the lowest or any offer you may receive.

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

Date theday of20

Signature of Tenderer

Address

Signature of Witness

Address

.....

Signature of Tenderer

Signature of Authorised person

Details of Tenderers

1	Name of Tenderer				
2	Address				
3	Telephone				
4	Fax				
5	E - Mail				
6	Details of Proprietor / Directors				
	Name	Address	Qualification & Experience		
7	Financial Performance		Turnover	Profit	Copy of Audited Financial Statements Attached (Yes. / No)
	1st Previous Financial Year (Y - 1)				
	2nd Previous Financial Year (Y - 2)				
	3rd Previous Financial Year (Y - 3)				
	4th Previous Financial Year (Y - 4)				
	5th Previous Financial Year (Y - 5)				
8	Registration Details				
9	Certification Details				
10	Details of Black List & Litigation (if Any)				
11	Remarks				
Details of Manufacturing Unit (Where Applicable)					
1	Exact Location of Management of Manufacturing Facility				
2	Products Produced				
3	Manufacturing Capacity (Product - wise)				
4	Details of ISO Certification obtained. (Copies to be attached)				
5	Actual Production / Sales of Quoted items during last two years				
6	Brief Description of Facilities for inspection testing and quality assurance				

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

Signature of Authorised Person

Signature of Tenderer

Signature of NMMC Official

Details of Works of Similar type and magnitude carried out by the Tenderer (Last 3 Years)

Name of the Tenderer

Sr. No	Type of Work / Supply / Service	Name & Address of Customer	Value	Date of Starting	Date of Completion		Remarks
					Scheduled	Actual	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Date

Place

Signature of the Tenderer

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

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

Date

Place

Signature of the Tenderer

Affidavit

(On Rs.100 / Stamp Paper)

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

Extract of Sec 10 of BPMC Act

10. (1) Subject to the Provisions of Section 13 and 404 a person shall be disqualified for being elected and for being a councilor.

10. (f) Subject to the provisions of sub-section (2) has directly or indirectly by himself or his partner any share or interest in any Contract or employment with by or on behalf of the Corporation.

10. (g) "Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned.

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

Tenderer _____

Address _____

Date the _____ day of _____ 20 _____ Signature of Tenderer

Witness _____

Address _____

Date the _____ day of _____ 20 _____ Signature of Witness

Affidavit (On Rs.500 / Stamp Paper)

I Age address

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

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

(Signature of contractor)
(seal of company)

Annexure - 7

Declaration

Object and Service Tax (GST) implementation has been started from 1 July 2017. As per the GST Act, it is mandatory to pay the tax return no. 1, 2, 3 in the prescribed time, and I am giving it a statement that Shri

My GST registration number is _____ Payment number _____
Date_____ Payment amount _____ Shall be made in prescribed time. Invoice, I will personally be responsible for this work.

Name of the Person/ Organization

Note- The declaration should be produced on companies letterhead.

Annexure - 7

हमीपत्र

वस्तु व सेवाकर (GST) अंमलबजावणी दिनांक 1 जुलै 2017 पासून सुरु झालेली आहे. जीएसटी कायदानुसार विहित वेळेत कर विवरण पत्र क्रमांक 1, 2, 3 भरणे बंधनकारक असल्याने मी श्री..... असे हमीपत्र देत आहे की, माझा जीएसटी नोंदणी क्रमांक..... असून कामाचे नांव देयक क्रमांक (Invoice No.)..... दिनांक देयक रक्कम रु...../- या कामाची नोंद GSTR-1 मध्ये नमुंमपाचा जीएसटी नोंदणी क्रमांकासह विहित वेळेत करण्यात आलेली आहे /करण्यात येईल. सदर कामाची देयकाची (Invoice) नोंद राहिल्यास, त्यास मी व्यक्तीशः जबाबदार राहीन.

व्यक्ती/संस्थेचे नांव व सही

टीप :- सदर हमीपत्र संस्थेच्या लेटर हेडवर सादर करावे.

Capacity Bid

(On letterhead of Chartered Accountant / Firm)

This is to certify that M/s. _____
having official Address _____

Is having financial capacity Rs. _____ In words
_____ [As per capacity Bid Formula, Bid capacity = $(A \times N \times 2) - B$,
Whereas A= Average turnover of last 5 years (As per current rate), N= Period of work, B
= Work cost of work in hand (during tender period)]. The same has been verified from the record
produced before us.

Authorised Signature

(परिशिष्ट-3)

शपथपत्र

(On a Rs. 500/- Stamp paper)

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

Extract of Sec 10 of BMC Act

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

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

Tenderer

Address

.....

Date the day of 20

Signature of Tenderer

Witness

Address

.....

Date the day of 20

Signature of Witness

AFFIDAVIT (On Rs.500/-stamp paper)

----- AGE ----- YEARS, Address -----
----- (Authorized Signatory to sign the contract). Hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm -----
authorized signatory and I am submitting my affidavit, I hereby agree to the conditions mentioned (tender clause 10.1 below)

1. VARIATION OF RATES : If the Corporation varies the existing parking rates levied on the specified vehicles at any time during the subsistence of the Contract, then there would be corresponding revision to the License Fees as mutually assessed and agreed and agreed upon by both the parties. In case of any dispute about the revised License Fees the decision of Commissioner will be final and binding on the Contractor
2. "If, in future rates for parking the vehicles (Two/ Four wheeler) are revised by the General Body of Navi Mumbai Municipal Corporation, then the revised rates will be bound to the Party taking the Parking contract. And according to revised rates Parties have to pay the difference of additional amount to Navi Mumbai Municipal Corporation."

Tender -----

Address -----

Date the ----- Day of -----20----

Signature of Tenderer

Witness -----

Address -----

Occupation -----

Signature of Witness

Signature of Tenderer

Signature of Authorized NMMC Official

FORM OF BANK GUARANTEE BOND (For Performance Guarantee)

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

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

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

4. We (indicate the name of Bank) _____ futher agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Municipal Commissioner of NMMC certifies that the terms and conditions of the said Agreement have been fully properly carried out by the said Operator / Contractor / Tenderer / Supplier (s) and accordingly of the said Agreement have been fully and properly carried out by the said Operator / Contractor / Tenderer / Supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is

made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of Bank) _____ further agree with the NMMC that NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the term and conditions of the said Agreement or to extend time to performance by the said Operator / Contractor / Tenderer / Supplier (s) from time to time or to postpone for any time to time any of the powers exercisable by the NMMC against the said Operator / Contractor / Tenderer / Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation , or extension being granted to the said Operator / Contractor / Tenderer / Supplier (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Operator / Contractor / Tenderer / Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

Dated the _____ day of _____ 20

For _____

(indicate the name of Bank)

Signature of Tenderer

No of Correction

Signature of the NMMC Officer

Schedule A



निविदा लिफाफा -अ
तांत्रिक लिफाफा

निविदा सुचना क्र. नमुंमपा/मालमत्ता/5-(17-1)/2020-2021

01.	निविदा कामाचे नाव	नवी मुंबई महानगरपालिका क्षेत्रात रस्त्यालगत वाहने उभी करण्यासाठी अधिसूचित केलेल्या जागा वाहनतळ परिचलन, व्यवस्थापन व देखभाल करण्यासाठी परवाना व अनुज्ञाप्ती तत्वावर देणेबाबत.
02.	सक्षम अधिकारी	उप आयुक्त (मालमत्ता/पार्किंग)
03.	निविदाधारकाचे संपूर्ण नांव/संस्थेचे नांव व पुर्ण पत्ता, दुरध्वनी व मोबाईल क्रमांकासह	
04	व्यक्ती/संस्था/कंपनी/फर्म असलेल्याचे नाव	
	अ) नोंदणीचा तपशिल	
	ब) व्यवसायाचे ठिकाण	
	क) व्यवस्थापकाचे नाव व पुर्ण पत्ता	
05.	संपर्काचा तपशिल	
	अ) दुरध्वनी क्रमांक	
	ब) फॅक्स क्रमांक	
	क) भ्रमणध्वनी क्रमांक	
06.	पात्रता निकष आणि निविदा भरणेकरीता आवश्यक कागदपत्र	
01	प्रचलित कायद्याप्रमाणे संविदा करण्यास पात्र असलेली सज्जान व्यक्ती (संचालक/ मालक/ व्यवस्थापक)	वयाचा अधिकृत पुरावा (आधार कार्ड, पॅन कार्ड)
02	निविदाकार व्यक्ती/ संस्था/ कंपनी	प्रचलित कायद्याप्रमाणे व्यक्ति/ संस्था नोंदणी प्रमाणपत्र
03	निविदा प्रपत्रावर स्वाक्षरी करण्यास प्राधिकृत केल्यासंबंधीच्या ठरावाची सत्यप्रत (कंपनी, भागीदारी, सार्वजनिक न्यास करीता लागू).	आहे/नाही
04	निविदे सोबतचे प्रपत्र (Annexure 1 to 10)	Annexure 1 - होय/ नाही Annexure 2 - होय/ नाही Annexure 3 - होय/ नाही Annexure 4 - होय/ नाही Annexure 5 - होय/ नाही Annexure 6 - होय/ नाही Annexure 7 - होय/ नाही Annexure 8 - होय/ नाही Annexure 9 - होय/ नाही Annexure 10 - होय/ नाही

05	कामाचा अनुभव प्रमाणपत्र सादर करणेस बंधनकारक राहिल.	आहे/ नाही
06	कंपनी / व्यक्ती / संस्था मागील 05 वर्षांचा सनदी लेखापाने प्रमाणित केलेला ताळेबंद अहवाल. व कंत्राटदारास सनदी लेखापालाचा POSITIVE NET WORTH चा दाखला जोडणे आवश्यक आहे.	आहे/ नाही
07	निविदा सादर करणाऱ्या व्यक्तीने स्वतःचे (कंपनी/संस्था यांच्या मालमत्ता कर असल्यास तो ग्राह्य असेल) मालमत्ता कर देयक भरणा केलेली पावती, आधारकार्ड, पॅनकार्ड सत्यप्रत जोडावी.	आहे/ नाही
08	संस्थेवर कोणत्याही स्वरूपात फौजदारी गुन्हा दाखल आहे/नाही. अर्जासोबत सादर केलेली कागदपत्रे सत्य असल्याबाबतचे व विहित केले शुल्क भरणा करणेबाबतचे सत्यप्रतिज्ञापत्र रु.500/- च्या कोर्ट फी स्टॅम्प वर नोटरी करून सोबत जोडलेले आहे.	(प्रमाणीत प्रत जोडावी)
09	इसारा अनामत रक्कम (Online द्वारे भरणा केलेली पावती)	आहे/ नाही.
10	निविदा खरेदी पावतीची मुळ पत्र	आहे/नाही
11	कंपनी, व्यक्ती, संस्था, Capacity Bid सादर करणे बंधनकारक राहिल.	आहे/नाही
12	रुपये 100/- च्या स्टॅम्प पेपरवर सत्यप्रतिज्ञापत्र/ हमीपत्र नमुन्यानुसार नोटराईज	आहे/नाही

टिप :- अर्जदार/ व्यक्ती/ संस्थाना भाड्याच्या रकमेवर नियमानुसार अधिक वस्तु व सेवा शुल्क (GST) व अन्यकर भरणा करणे बंधनकारक राहिल.

(आवश्यक साक्षांकित प्रती जोडणे.)

स्वाक्षरी :-

नांव :-

पत्ता :-

ठिकाण :-

दिनांक :-



अ.क्र.

नवी मुंबई महानगरपालिका

मुख्य कार्यालय, 1ला मजला, बेलापूर भवन,
सी.बी.डी. बेलापूर, नवी मुंबई- 400 614.

तांत्रिक लिफाफा - ब

देकार पत्र

निविदा सुचना क्र. नमुंमपा/मालमत्ता/पार्किंग/5-(17-1)/2020-2021

फोटो

- मोकळ्या जागा सुवाच्च अक्षरात भराव्यात. लागू नसलेली बाब खोडण्यात यावी.
- अर्जांमध्ये खाडाखोड करून नव्याने भरलेली/बदल केलेल्या माहितीच्या ठिकाणी स्वाक्षरी करण्यात यावी.
- प्रत्येक वाहनतळ पार्किंगसाठी स्वतंत्र अर्ज भरणे आवश्यक आहे.
- अर्जासोबत जोडलेल्या कागदपत्रांची यादी खाली स्वाक्षरी करणे आवश्यक आहे.

- महानगरपालिकेच्या ----- (निविदा क्रमांक) वाहनतळ जागेकरीता "परवानगी व अनुज्ञा " (लिव्ह अॅण्ड लायसन) तत्वावर देणेसाठीच्या जाहिरातीस अनुसरून मी देकार सादर करित आहे.
- मी/आम्ही वाहनतळाची जागा परवानगी व अनुज्ञाप्ती (लिव्ह अॅण्ड लायसन) तत्वावर देणेसंबंधीच्या अटी/शर्ती काळजीपूर्वक वाचल्या असून त्या मला/आम्हाला मान्य आहे/आहेत.
- मी/आम्ही ----- (नांव व पत्ता) खालीलप्रमाणे वाहनतळाची जागा "परवानगी व अनुज्ञाप्ती" (लिव्ह अॅण्ड लायसन) तत्वावर मिळणेबाबत अर्ज करित असून, त्यासाठी खालील तक्त्यामध्ये देकार नमुद करत आहे/आहोत.
-

अ.क्र.	जागेचा तपशिल	क्षेत्रफळ (चौ.मी.)/ क्षमता	देकार रक्कम रु.
			अंकी रक्कम रु
			अक्षरी रक्कम रु.

टिप- उक्त वार्षिक देकार रक्कमेवर पुढील प्रत्येक वर्षी 10% वाढ करण्यात येईल.
(कोणतीही खाडाखोड असू नये.)

स्वाक्षरी :-

नांव :-

पत्ता :-

इमेल आय.डी :-

ठिकाण :-

दिनांक :-

नवी मुंबई महानगरपालिका (पार्किंग विभाग)
(अधिसूचित रस्त्यालगतची पार्किंग)

अ.क्र.	विभागाचे नाव	सेक्टर	रस्त्याचे नाव	पार्किंग ठिकाणाचे वर्णन		पोलीस अधिसूचना क्रमांक	पार्किंग प्रकार वाहन क्षमता		शेरा
				पासून	पर्यंत		दुचाकी	चारचाकी	
१८	वाशी	-	से.९ ते १२ आणि से.१६ ते २९ जैन मंदीर ब्ल्यू डायमंड	से.९ ते १२ आणि से.१६	२९ जैन मंदीर ब्ल्यू डायमंड	पो.उप. आ/वाह/नमुं/३४१२/२०१६ दि.१६/११/२०१६	१७८	२८५	R 5

