



**NAVI MUMBAI MUNICIPAL CORPORATION**  
**Plot No.1& 2,Sect.15A, C.B.D., Belapur, Navi Mumbai,.**

**TENDER**  
**CITY ENGINEER DEPARTMENT**

**NMMC / CITY ENGINEER / E.P.C. / 209 /2020-21**

**Volume – I**  
**Request for Proposal**

**For**

**“Construction of Flyover from Mahatma Phule Junction Sector-  
17, Vashi to Kopri Bridge, Vashi,  
Navi Mumbai”**

**On**

**Engineering, Procurement & Construction (EPC) Mode**

<b>Sr. No.</b>	<b>NMMC Stage</b>	<b>Vendor Stage</b>	<b>Start Date &amp; Time</b>	<b>Expiry Date &amp; Time</b>
1.	Release of Tender	--	01/02/2021 10.00 hrs.	-
2.	--	Tender Download & Bid Preparation	01/02/2021 10.00 hrs.	17/03/2021 13.00 hrs.
3.	Envelope 1 Opening	--	17/03/2021 (If possible) at 13.05 hrs.	
4.	Envelope 2 Opening	--	17/03/2021 (If possible)	

**Navi Mumbai Municipal Corporation (NMMC)**  
**Plot No. 1 & 2, Sector 15A, CBD Belapur, Navi Mumbai.**  
**01/02/2021**

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**NOTICE INVITING BID**

Bid/ Package No. .... Dated .....

RFP for “Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai”

NMMC invites Tenders in Engineering Procurement and Construction (EPC) form through E-Tendering system from Contractors having adequate experience of similar works. Blank tender forms will be available from dt. 01/02/2021 to dt.17/03/2021 (upto 13.00 hrs.) on E-Tendering website <https://organizations.maharashtra.nextprocure.in>.

To download the blank tenders, the bidders shall pay tender cost paid through online payment gateway by using Debit Card of any bank or by Net Banking in favour of NMMC. The Tender should be submitted through E-Tendering system only on the web site <https://organizations.maharashtra.nextprocure.in> on or before dt. 17/03/2021 (upto 13.00 hrs.)

The Navi Mumbai Municipal Corporation now invites bids from eligible contractors for the following project:

Name of Work	Estimated Project Cost	Completion Period (Incl. Monsoon)	DLP Period
Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai	Rs. 269.80 Crore	2 Years	20 Years

**NOTE:** GST @ 12% will be paid as per Government GR over and above “Estimated Project Cost”

**Officer In-charge (Engineer)**

**The City Engineer**

**Navi Mumbai Municipal Corporation**

Plot No. 1, Near Kille Gaonthan,

Palm Beach Junction, Sector – 15A,

CBD Belapur, Navi Mumbai – 400 614

Tel – 022 2756 7070/71; Fax – 022 27577070

Mail id : cityengineer@nmmconline.com,

## DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Engineer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Engineer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Engineer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Engineer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(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 Engineer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Engineer, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Engineer also accepts no liability of any nature whether resulting from negligence or

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otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Engineer 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 RFP.

The issue of this RFP does not imply that the Engineer is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Engineer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

**GLOSSARY**

<b>Agreement</b>	As defined in Clause 1.1.4
<b>Bank Guarantee</b>	As defined in Clause 2.20.1
<b>BID(s)</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.1
<b>Bidding Documents</b>	As defined in Clause 1.1.5
<b>BID Due Date</b>	As defined in Clause 1.1.5
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>BID Security</b>	As defined in Clause 1.2.4
<b>BID Price or BID</b>	As defined in Clause 1.2.6
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Construction Period</b>	As defined in Clause 1.2.6
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Defect Liability Period</b>	As defined in Clause 1.2.6
<b>Eligible Experience</b>	As defined in Clause 2.2.2.5 (i)
<b>Eligible Projects</b>	As defined in Clause 2.2.2.5 (i)
<b>EPC</b>	As defined in Clause 1.1.1
<b>EPC Contract</b>	As defined in Clause 1.1.2
<b>Estimated Project Cost</b>	As defined in Clause 1.1.3
<b>Feasibility Report</b>	As defined in Clause 1.2.3
<b>Financial Capacity</b>	As defined in Clause 2.2.2.3 (i)
<b>Government</b>	Government of India
<b>Joint Venture</b>	As defined in Clause 2.2.1
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.1.11(f)
<b>Lead Member</b>	As defined in Clause 2.1.11 (c)
<b>Lowest Bidder</b>	As defined in Clause 1.2.6
<b>LOA</b>	As defined in Clause 3.3.4
<b>Net Worth</b>	As defined in Clause 2.2.2.9 (ii)
<b>Performance Security</b>	As defined in Clause 2.21.1
<b>Additional Performance Security</b>	As defined in Clause 2.21.1
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 3.3.1
<b>Technical Capacity</b>	As defined in Clause 2.2.2.2 (i)
<b>Tie BIDs</b>	As defined in Clause 3.3.2
<b>Threshold Technical Capacity</b>	As defined in Clause 2.2.2.2 (i)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

**SECTION 1**  
**INTRODUCTION**

**1.1 Background**

- 1.1.1 The Navi Mumbai Municipal Corporation is engaged in the development of Navi Mumbai City and as part of this endeavor, the Engineer has decided to undertake Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai (the “**Project**”) through an Engineering, Procurement and Construction (the “**EPC**”) Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded.

Brief particulars of the Project are as follows:

Name of the Project	Length (in Km)	Estimated Project Cost (In Rs. cr.)	No. of Years for completion of work (Incl. Monsoon)
Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai	2.850	269.80	2 Years

**NOTE:** GST @ 12% will be paid as per Government GR over and above “Estimated Project Cost”

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Contract**”) to be entered into between the Contractor and the Engineer in the form provided by the Engineer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the rectification of the project during the Defect Liability Period.

The scope of work will be as that mentioned under “Volume – II - Article – 2 of Draft EPC Agreement” and rectification work of the Project during the Defect Liability Period, which shall be 20 years.

- 1.1.3 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.



- 1.15 The Engineer shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Engineer pursuant to this RFP (collectively the "**Bidding Documents**"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the "**BID Due Date**").

## 1.2 Brief description of Bidding Process

- 12.1 The Engineer has adopted a single stage two part system (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Joint Venture, if any). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP

GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Engineer shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-1A.

- 122 The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs.
- 123 Deleted
- 124 A Bidder is required to submit, along with its BID, a BID Security of **Rs. 1.349 Crores** (the "**BID Security**"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bid Security shall be submitted through online payment gateway by RTGS/NEFT/DD/FDR of any Bank or by Net Banking from bidders/ Agencies bank account only, in favour of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.

Fixed BID Security is not considered for any Tender.

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

## 125 Cost of Each Tender Form

**Rs. 5000 + Rs. 900 (18% GST) = Rs. 5900/-** payable through online payment gateway by Debit Card of any Bank or by Net Banking or RTGS/NEFT from bidders/Agencies bank account only, in favour of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.

Bank Details of NMMC Bank Account for Payment of Tender Form Fee & Bid Security are as under -

S. No.	Particulars	Details
1.	Name of Beneficiary	NMMC
2.	Name of Bank	State Bank of India
3.	Account No.	36965786737
4.	IFSC Code	SBIN0041078

126 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

127 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is quoting the lowest BID price.

128 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in 2.1.12 (b) (4), the Engineer shall annulled the Bidding Process and invite fresh BID's.

129 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

12.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: RFP for Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai

### 1.3 Schedule of Bidding Process

The Engineer shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	01/02/2021
2.	Last date for receiving queries	10/02/2021
3.	Pre-BID meeting at venue 2.11.4	Pre-Bid Meeting will be held on dt.10/02/2021 at 16.00 hrs.
4.	Last date of Request for BID Document	17/03/2021 upto 13.00 hrs.
5	BID Due Date	17/03/2021 upto 13.00 hrs.
6.	Opening of Technical BIDs at venue 2.11.4	17/03/2021 If possible at 13.05 hrs.
7.	Opening of Financial BID	17/03/2021 If possible
8.	Validity of BID	120 days from date of opening of tender
9.	Submission of Performance Security (PS)	Within 15 days of receipt of LOA.
10.	Signing of Agreement	After receipt of Performance Security and Additional Performance Security, if any

The Bidder have to submit Technical Bid in Hard Copy within 72 hours after Opening of Technical Bid. Every document shall be self-attested by the bidder.

**SECTION-2  
INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

**2.1. General terms of Bidding**

- 2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2 An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostilled by appropriate Engineer and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Engineer's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Engineer
- 2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder should submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.
- 2.1.6 Deleted
- 2.1.7 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

- 2.18 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.19 This RFP is not transferable.
- 2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.

**2.1.11 JV Not Allowed**

- 2.1.12 While bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent Engineer from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the Engineer in this behalf shall be final and conclusive and binding on the Bidder.
- (b) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent Engineer from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
- (2) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Engineer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
- (3) The Bidder shall promptly inform the Engineer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
- (4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by

another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.

- 2.1.13 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.14 The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party<sup>1</sup> (not applicable to the project whose contract is terminated by the Engineer) if it attracts any or more of the following parameters:
- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Engineer's default;
  - (ii) Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Engineer;
  - (iii) Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
  - (iv) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
  - (v) Fails to fulfil its obligations to maintain a highway in a satisfactory condition inspite of two rectification notices issued in this behalf;
  - (vi) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Engineer's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
  - (vii) Fails to make premium payments excluding the current instalment in one or more projects.
  - (viii) Damages/ Penalties recommended by the Independent/ Engineer's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.

- (ix) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).
- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Engineer.
- (xii) Has Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial Engineer or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
- (xiii) Has been expelled or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debarment of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

The Bidder, including individual or each member of Joint Venture, shall give the list of the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies (NHAI/NHIDCL/State PWDs) and for Urban Local Bodies/The Municipal Corporations and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix – IA).

The Bidder including individual or any of its Joint Venture Member may provide

- (i) details of all their on-going projects along with updated stage of litigation, if so, against the Engineer / Governments;
- (ii) details of updated on-going process of blacklisting if so, under any contract with Engineer / Government; and
- (iii) details of all their on-going projects in the format at Annexure-VIII of Appendix IA (Ref Clause 10.3 (iv) of Draft EPC Agreement).

The Engineer reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Engineer in this case shall be final.

## 2.2. Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder shall be a single entity to implement the Project.
- (b) Bidder may be a natural person, private entity,
- (c) A Bidder shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) the Bidder, (or any constituent thereof) and any other Bidder, thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, as the case may be), in the other Bidder, is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or



- (v) such Bidder, thereof has a relationship with another Bidder, thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
- (vi) such Bidder, thereof has participated as a consultant to the Engineer in the preparation of any documents, design or technical specifications of the Project.
- (d) The Bidder shall not have been blacklisted/expelled/or contract terminated by any Urban Local Bodies/Municipal Corporation/Board/State Government/Central Government/Public Sector Units etc. in the last 5 Years from the date of submission of bid.
- (e) Relationship with Corporator(s)
- The Bidder shall not be associated presently or in the past with any of the office bearer or Corporator of the Navi Mumbai Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of Maharashtra Mahanagar Palika Adhiniyam 1949. The Bidder shall furnish an Affidavit (Refer Annexure – IX) on a Non-Judicial stamp paper of Rs.500/- If any information so furnished shall be found to be untrue or false, the bidder shall be liable to be disqualified and the Earnest Money accompanying such tender shall stand forfeited to the Corporation. If the information so furnished shall be found to be untrue or false during the currency of the contract the bidder shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.
- (f) Tenderer/Bidder Should Submit Affidavit & Undertaking In Requisite Format On Rs.500/- Stamp Paper (Refer Appendix X & XI)

## 222 Qualification requirements of Bidders:

### 2.2.2.1 BID Capacity

Bidders who interalia meet the minimum qualification criteria will be qualified only if their available BID capacity is equal to or more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available BID capacity =  $(A * N * 1.5 - B)$ , Where

N = Number of years prescribed for completion of work for which Bid is invited.

A = Maximum Annual Turnover of last five years

(As per current rate) .The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B = Work cost of On Going work (during tender period)  
(Appendix - IA Annexure-VIII)

**Note:**

1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. Deleted
3. The factor for the year for updation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.10	1.21	1.33	1.46

2.2.2.2 Technical Capacity

(i) Deleted

(ii) Deleted

(iii) The Bidder shall have completed the following –

- A. Experience of having successfully completed similar works during Last 5 years ending last day of month previous to the one in which applications are invited should be either of the followings :-
  - a. Three Similar\* Completed Works<sup>+</sup> Each Costing Not Less Than The Amount Equal To 40% Of The Estimate Cost.  
Or
  - b. Two Similar\* Completed Works<sup>+</sup> Each Costing Not Less Than The Amount Equal To 50% Of The Estimate Cost.  
Or
  - c. One Similar\* Completed Works<sup>+</sup> Each Costing Not Less Than The Amount Equal To 80% Of The Estimate Cost.

“Similar Work” means “**Design & Construction of pre-stressed concrete “Road Flyover” with 4 Lane Configuration**”

“Completed Work” means “**Road + Flyover combined project in which “Design & Construction of Flyover” is completed in all respect or Stand-alone project of “Design & Construction of Flyover” which is completed in all respect**

**AND**

B. Experience of having minimum one work of similar type of main items in tendered work during one of the last 5 years amounting to 30% work amount (Current work) of tendered. (10% increase will be consider upto current year) (Main Items - Foundation, Sub-structure, Segmental Superstructure)

- (iv) The updation factor to update the price of the eligible projects for the year indicated in table below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.10	1.21	1.33	1.46

#### 2.2.2.3 Financial Capacity:

- (i) The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of **Rs. 13.49 Crores (Rupees Thirteen Crore Forty Nine Lakhs Only)** at the close of the preceding financial year.

2.2.2.4 The Bidder’s shall have Maximum Annual Financial turnover during any one of the last 5 Years, Ending 31st March of the previous financial year, of at least 75% of the annual cost of this work. i.e. **Rs. 101.175 Crores** (10% increase will be consider upto current year)

2.2.2.5 Deleted

2.2.2.6 Deleted

2.2.2.7 Submission in support of Technical Capacity

- (i) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- (ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- (iii) Deleted

### 2.2.2.8 Submission in support of Financial capacity

- (i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years, preceding the year in which the bid is submitted.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- (iii) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA.

### 2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

### 2.2.2.10 Deleted.

## 2.3 Proprietary data

All documents and other information supplied by the Engineer or submitted by a Bidder to the Engineer shall remain or become the property of the Engineer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Engineer will not return to the Bidders any BID, document or any information provided along therewith.

#### **2.4 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Engineer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;
- (b) received all relevant information requested from the Engineer;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Engineer relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Engineer, or a ground for termination of the Agreement by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Engineer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Engineer.

## 2.6 Verification and Disqualification

2.61 The Engineer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Engineer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Engineer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Engineer there under.

2.62 The Engineer reserves the right to reject any BID and appropriate the BIS Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Engineer, the supplemental information sought by the Engineer for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Engineer reserves the right to annul the Bidding Process and invites fresh BIDs.

2.63 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Engineer to the Selected Bidder or the Contractor, as the case may be, without the Engineer being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Engineer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Engineer under the Bidding Documents and / or the Agreement, or otherwise.

Further, such bidder will be blacklisted and shall not be allowed to participate in any tender floated by PWD for a period of 3 (three) Years.

2.64 A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Engineer in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the

LOA or the Agreement and without Prejudice to any other right or remedy or the Engineer, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Engineer may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Engineer being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

## **B. DOCUMENTS**

### **2.7 Contents of the RFP**

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Volume –I**

##### **Invitation for BIDs**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

##### **Appendices**

- IA. Letter comprising the Technical BID including Annexure I to VII
- IB. Letter comprising the Financial BID
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture
- VI. Integrity Pact Format
- VII. Form of Bank Guarantee (For Performance Security)
- VIII. Format of LOA
- IX. Format of Affidavit

#### **Volume –II**

##### **Agreement Document with schedules**

#### **Volume –III**

##### **Tender Drawings**

2.72 The draft Agreement provided by the Engineer as part of the BID Documents shall be deemed to be part of this RFP.

2.73 Notice of Tender and documents mentioned under Clause No. 2.7.1 & 2.7.2 shall form part of the contract.

## **2.8 Clarifications**

2.81 Bidders requiring any clarification on the RFP may notify the Engineer in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Engineer shall endeavor to respond to the queries within shortest possible time. The responses will be sent by fax or e-mail. The Engineer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.82 The Engineer shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Engineer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Engineer to respond to any question or to provide any clarification.

2.83 The Engineer may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Engineer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Engineer or its employees or representatives shall not in any way or manner be binding on the Engineer.

## **2.9 Amendment of RFP**

2.91 At any time prior to the BID Due Date, the Engineer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.92 Any Addendum issued hereunder will be hosted on the <https://organizations.maharashtra.nextprocure.in>

2.93 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Engineer may, in its sole discretion, extend the BID Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format and Signing of BID**

2.10.1 The Bidder shall provide all the information sought under this RFP. The Engineer will evaluate only those BIDs that are received online in the required formats and complete in all respects and documents whose are received in hard copies.



- 2.102 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

## 2.11 Documents comprising Technical and Financial BID

- 2.11.1 The Bidder shall first upload on all the project details, net worth details, turnover details, bridge details and all other details required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

The Bidder shall then apply for the RFP on <https://organizations.maharashtra.nextprocure.in> by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID:

### **Technical Bid**

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-VI and supporting certificates / documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III;
- (c) Deleted
- (d) Deleted
- (e) Deleted
- (f) Bid Security of **Rs. 1.349 Crores (Rupees One Crore Thirty Four Lakhs Ninety Thousand Only)**. This security shall be submitted online through RTGS/NEFT/DD/FDR through bank account of bidder only.
- (g) Copy of Online receipt towards payment of costs of Bid document of Rs. 5000 + Rs. 900 (18% GST) = Rs. 5900/- Payable through online payment gateway by Debit Card of any Bank or by Net Banking from bidders/Agencies bank account only, in favor of Navi Mumbai Municipal Corporation;
- (h) Deleted;
- (i) Deleted;
- (j) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NMMC and amendments uploaded, if any;
- (k) Annexure-VIII of Appendix – IA showing details of all ongoing project works (Ref Clause 10.3 (iv) of Document for EPC Agreement).
- (l) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
- (m) Copies of duly audited complete annual accounts of the Bidder for preceding 5 years;
- (n) Copy of Affidavit as per “Appendix – IX”
- (o) Copy of Undertaking & Affidavit as per “Appendix – X” & “Appendix – XI” respectively

**Financial Bid**

- (a) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through <https://organizations.maharashtra.nextprocure.in> on or before 17/03/2021 upto 13.00 hrs.
- 2.112 The Bidder have to submit Technical Bid in Hard Copy within 72 hours after Opening of Technical Bid. Every document shall be self-attested by the bidder.
- 2.113 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**BID for the Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai on EPC Mode**” and shall clearly indicate the name and address of the Bidder. In addition the BID Due Date should be indicated on the right hand top corner of the envelope.
- 2.114 The envelope shall be addressed to the following officer and shall be submitted at the respective address:

**The City Engineer****Navi Mumbai Municipal Corporation**

Plot No. 1, Near Kille Gaonthan,

Palm Beach Junction, Sector – 15A,

CBD Belapur, Navi Mumbai – 400 614

Tel – 022 2756 7070/71; Fax – 022 27577070

Mail id : cityengineer@nmmconline.com

**2.12 BID Due Date**

- (a) Documents listed at clause 2.11.1 of the RFP shall be submitted online through <https://organizations.maharashtra.nextprocure.in> on or before 17/03/2021 upto 13.00 hrs. Documents listed at clause 2.11.2 of the RFP shall be physically submitted within 72 hours after Opening of Technical Bid at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

**2.13 Late BIDs**

<https://organizations.maharashtra.nextprocure.in> shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical list of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

**2.14 Procedure for e-tendering**

The Tender should be submitted through E-Tendering system only on the web site <https://organizations.maharashtra.nextprocure.in>

**2.15 Online Opening of BIDs.**

2.15.1 Opening of BIDs will be done through online process.

2.15.2 The NMMC shall on-line open Technical BIDs on 17/03/2021 at 13.05 hrs. if possible, in the presence of the authorized representatives of the Bidders, who choose to attend. The NMMC will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

**2.16 Rejection of BIDs**

2.16.1 Notwithstanding anything contained in this RFP, the Engineer reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Engineer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Engineer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

**2.17 Validity of BIDs**

The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the date of opening of tender. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Engineer.

**2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Engineer in relation to or matters arising out of, or concerning the Bidding Process. The Engineer will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Engineer may not divulge any such information unless it is directed to do so by any

statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Engineer or as may be required by law or in connection with any legal process.

## 2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Engineer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

## D. BID SECURITY

### 2.20 BID Security

- 2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above. This security shall be submitted through online payment gateway by RTGS/NEFT/DD/FDR of any Bank or by Net Banking from bidders/ Agencies bank account only, in favour of Navi Mumbai Municipal Corporation and may be extended as may be mutually agreed between the Engineer and the Bidder from time to time. Online receipt for the same should be uploaded with the technical documents. Fixed BID Security is not considered for any Tender.
- 2.20.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Engineer as non-responsive.
- 2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.4 The Engineer shall be entitled to forfeit and appropriate the BID Security as damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Engineer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.
- 2.20.5 The BID Security shall be forfeited and appropriated by the Engineer as damages payable to the Engineer for, inter-alia, time cost and effort of the Engineer without prejudice to any other right or remedy that may be available to the Engineer under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:
- (a) Deleted
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Engineer;
  - (d) In the case of Selected Bidder, if it fails within the specified/extended time limit by

Engineer -

- (i) to sign and return the duplicate copy of LOA;
- (ii) to furnish the Performance Security as per Clause 2.21; or
- (iii) to sign the Agreement;

## 2.21 Performance Security (Security Deposit)

221.1 a) Within 15 (fifteen) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Engineer Security Deposit (the “**Performance Security**”) for an amount equal to **1% (one percent) of its Contract Price** in cash / in the form of BANK GUARANTEE from a Nationalized Bank, NATIONAL SAVING CERTIFICATE / FIXED DEPOSIT RECEIPT as per the condition of contract.

b) L1 Bidder (if the bid is below 1% of Estimated Cost of Work) has to submit Additional Performance Security Deposit within 8 Days of receiving letter issued by Department in the form of Demand Draft of any Govt. Bank or Schedule Bank in favour of Navi Mumbai Municipal Corporation.

Additional Performance Security Deposit will be calculated as per Maharashtra Public Works Department GR No. सीएटी/2017/प्र.क्र.08/इमा-2, दि.26/11/2018.

For Example, if Agency Quoted 19 % below estimated cost, Additional Security Deposit shall be furnish as mention below:

Upto 10 % Below : 1% and

Upto 15 % Below : ( 15 % - 10 % = 5 % )

Similarly, 19% - 15 % = 4 % for ( 4% x 2 = 8 % )

Thus, Total 1% + 5% + 8% = 14 % of Estimated Cost

221.2 The Performance Security & Additional Performance Security shall be valid until One month after the Defects Liability Period.

221.3 Deleted

221.4 Deleted

221.5 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Engineer. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Engineer.

Further in case L1 fails to submit Additional Performance Security then L2 will be ask to work at the price quoted below L1.

**2.22** The agreement will be executed after receipt of Performance Security and Additional Performance Security, if any, as per sub-clause 2.21 above.

**2.23 Execution of Contract Document**

The successful bidder after furnishing Security Deposit & Additional Security Deposit, if any, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The proper value at present is Rs. 500/- for Rs.10 Lacs & Rs.100/-for every next 1 Lakh. The agreement should be signed within a month from the date of acceptance of the bid. Work Order Will Be Issued After Execution Of Contract Document.

The Contract will be governed by this agreement, its Recitals, the Schedules hereto and any amendments thereto or any supplementary agreement made in accordance with the provisions contained in this Agreement.

**2.24 Stamp Duty, Legal and Statutory Charges**

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

**SECTION-3**  
**EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF**  
**FINANCIAL BIDS**

**3.1 Evaluation of Technical Bids**

- 3.1.1 The Engineer shall open the BIDs received online on 17/03/2021 at 13.05 hrs. if possible, at the place specified in Clause 2.11.4; and in the presence of the Bidders who choose to attend. The Engineer shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Engineer may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Engineer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Engineer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Engineer will subsequently flag issues, if any with the data updated by the Bidders. (For clarity, refer to PWD GR dated 17.09.2019 Sr. No. 1 related to seeking incomplete documents.)
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Engineer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Engineer.
- 3.1.6 Tests of responsiveness
- 3.1.6.1 As a first step towards evaluation of Technical BIDs, the Engineer shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (a) Technical BID is received online as per the format at Appendix-IA including Annexure I, IV, V and VI (Bid Capacity format);
  - (b) Document listed at clause 2.11.2 are received physically;
  - (c) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4 and 2.20;
  - (d) The Power of Attorney is uploaded on <https://organizations.maharashtra.nextprocure.in> as specified in Clauses 2.1.5;
  - (e) Deleted;
  - (f) Technical Bid contains all the information (complete in all respects);

- (g) Technical Bid does not contain any condition or qualification; and
- (h) Copy of Online receipt towards payment of costs of Bid document of Rs. 5000 + Rs. 900 (18% GST) = Rs. 5900/- Payable through online payment gateway by Debit Card of any Bank or by Net Banking from bidders/Agencies bank account only, in favor of Navi Mumbai Municipal Corporation;
- (i) Copy of Affidavit as per “Appendix – IX”
- (j) Copy of Undertaking & Affidavit as per “Appendix – X” & “Appendix – XI” respectively

3.1.6.2 The Engineer reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Engineer in respect of such BID.

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Engineer as incorrect or erroneous, the Engineer may reject / correct such claim for the purpose of qualification requirements.

3.1.8 The Engineer will get the BID security verified from the issuing Engineer and after due Verification, the Engineer will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Engineer will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Engineer will not entertain any query or clarification from Applicants who fail to qualify.

### 3.2 Opening and Evaluation of Financial Bids

The Engineer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail. The Engineer shall open the online Financial Bids of the technically responsive Bidders only on scheduled date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Engineer shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Engineer shall prepare a record of opening of Financial Bids.

### 3.3 Selection of Bidder

331 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the “**Selected Bidder**”).

332 Deleted.

333 In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Engineer shall annul the Bidding Process and



invite fresh BIDs. In the event that the Engineer rejects or annul all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 334 After selection, a Letter of Acceptance (the “LOA”) shall be issued in the format set forth in Appendix-VIII, in duplicate, by the Engineer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Engineer may, unless it consents to extension of time for submission thereof, BID Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 335 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security within the period prescribed/extended by Engineer and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 336 Engineer shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Engineer shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

### **3.4 Contacts during BID Evaluation**

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Engineer makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Engineer and/ or their employees/ representatives on matters related to the BIDs under consideration.

### **3.5 Correspondence with Bidder**

Save and except as provided in this RFP, the Engineer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.6 Any information contained in the Bid shall not in any way be construed as binding on the Engineer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

**SECTION-4  
FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Engineer may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Engineer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Engineer under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Engineer under Clause 4.1 hereinabove and the rights and remedies which the Engineer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Engineer 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, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Engineer during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Engineer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of 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 person’s 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 Engineer 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**SECTION-5  
PRE-BID CONFERENCE**

- 51 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of Engineer letter from the Bidder.
- 52 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Engineer. The Engineer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

**SECTION-6  
MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Engineer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Engineer by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Engineer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## APPENDIX –IA

**LETTER COMPRISING THE TECHNICAL BID***(Refer Clause 2.1.4, 2.11 and 3.1.6)*

To,  
**The City Engineer**  
**Navi Mumbai Municipal Corporation**  
Plot No. 1, Near Kille Gaonthan,  
Palm Beach Junction, Sector – 15A,  
CBD Belapur, Navi Mumbai – 400 614  
Tel – 022 2756 7070/71; Fax – 022 27577070

Sub: BID for Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai on EPC Mode.

Dear Sir,

1. With reference to your RFP document dated \*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/ We acknowledge that the Engineer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/We shall make available to the Engineer any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/We acknowledge the right of the Engineer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last two years, we/any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC &EI works, as evidenced by imposition of a penalty by an arbitral or judicial Engineer or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

7. I/ We declare that:
    - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Engineer; and
    - b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.6.4 of the RFP document; and
    - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Engineer or any other public sector enterprise or any government, Central or State; and
    - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    - e. the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
  8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
  9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
  10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member are not a Member of any other Joint Venture submitting a BID for the Project.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Engineer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory Engineer is pending either against us/any member of Joint Venture or against our CEO or any of our directors/managers/ employees.
-

14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.
  15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Engineer of the same immediately.
  16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Engineer being liable to us in any manner whatsoever.
  17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Engineer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  19. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Engineer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
  20. I/ We offer a Bid Security of Rs. 1.349 Crores (Rupees One Crores Thirty Four Lakhs Ninety Thousand Only) to the Engineer in accordance with the RFP Document.
  21. The Bid Security in the form of a Bank Guarantee is attached.
  22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
  23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
  24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
-

- 26. Deleted
- 27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the date of opening of tender specified in the RFP.
- 28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:  
Place:

(Signature, name and designation  
of the Authorised signatory)

Name & seal of Bidder



**APPENDIX - IB****Letter comprising the Financial BID**  
(Refer Clauses 2.1.4, 2.11 and 3.1.6)

Dated: .....

To,

**The City Engineer**  
**Navi Mumbai Municipal Corporation**  
Plot No. 1, Near Kille Gaonthan,  
Palm Beach Junction, Sector – 15A,  
CBD Belapur, Navi Mumbai – 400 614  
Tel – 022 2756 7070/71; Fax – 022 27577070

Sub: BID for Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai on EPC Mode.

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Engineer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Engineer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the date of opening of tender specified in the RFP.

Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

6. I/ We hereby submit our BID and offer a Bid Price for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement as mentioned below – ( Shall be submitted in Financial bid only )

Description of Work		Lump sum “Bid Price” (in Rupees)
1.	Construction of Flyover from Mahatma Phule Junction (Sector-17) Vashi to Hanuman Mandir Junction at Kopri on Palm Beach Road on EPC Mode.	
<b>(In words Rupees</b>		
_____)		
GST @ 12% will be paid as per Government GR.		

Yours faithfully,

Date:  
Place:

(Signature, name and designation of the  
Authorised Signatory)  
Name & seal of Bidder  
Class III DSC ID of Authorised Signatory...

**ANNEX-I**  
**Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India
  - (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Engineer:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Class III Digital Signature Certificate ID number
  
5. In case of a Joint Venture:
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.11(f) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role* {Refer Clause 2.1.11(d)} <sup>\$</sup>	Share of work in the Project {Refer Clauses 2.1.11(a), (f) & (g)}
1.			
2.			

.....contd  
Appendix IA  
Annex - I

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

- (d) The following information shall also be provided w.r.t para 2.1.14 for each Member of the Joint Venture:

**Name of Applicant/ member of Joint Venture:**

Sl. No.	Criteria	Yes/No
1.	Has the Bidder been blacklisted/expelled/or contract terminated by any Urban Local Bodies/Municipal Corporation/Board/State Government/Central Government/Public Sector Units etc. in the last 5 Years from the date of submission of bid	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

- 6 (a) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial Engineer or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

(b) I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details.

- 7 (a) I/We further certify that no investigation by a regulatory Engineer is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

(b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the Bidder /Member of JV: \_\_\_\_\_

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Engineer's default;		
(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Engineer;		
(iii)	Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		
(iv)	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;		
(v)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition inspite of two rectification notices issued in this behalf;		
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Engineer's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.		
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.		
(viii)	Damages/Penalties recommended by the Independent/ Engineer's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.		
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).		
(x)	Fails to submit the Performance Security within the permissible period in more than one project(s).		

Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(xi)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Engineer.		

I/ We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

## ANNEX-II

## Details of Works of Similar Type and Magnitude Carried Out By the Bidder (Last 5 Years)

Name of the Bidder: \_\_\_\_\_

Sr. No.	Name of Work	Type of Work	Name of Department & Address	Cost of Work <sup>+</sup>	Date of Starting	Stipulated Date of Completion	Actual Date of Completion	Remarks*
1	2	3	4	5	6	7	8	9
1)								
2)								
3)								

**Note:**

- + - To be supported with valid certificate issued from Independent Engineer / Engineer's Engineer / Supervision Consultant / Engineer-in-charge (not below rank of Executive Engineer)
- \* - Mention "% Participation" in the project
- The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty eight) days prior to the Application Due Date.

Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**ANNEX-III**  
**Financial Capacity of the Bidder**  
(Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP)  
(In Rs. crore<sup>s</sup>)

Bidder type	Net Cash Accruals					Net Worth <sup>‡</sup>
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Bidder type	Annual Turnover										Average Annual Turnover (In Rs. crore <sup>s</sup> )
	Year 1		Year 2		Year 3		Year 4		Year 5		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
Single entity Bidder or Lead Member including other members of the Joint Venture		1.00		1.10		1.21		1.33		1.46	

**Name & address of Bidder's Bankers:**

<sup>§</sup> For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

<sup>‡</sup> The Bidder should provide details of its own Financial Capacity.

**Instructions:**

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - reflect the financial situation of the Bidder;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit After Tax + Depreciation.



3. Net Worth (the “Net worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.
5. Deleted
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor’s Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

ANNEX-IV  
**Details of Eligible Project**

**DELETED**

ANNEX-V  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)*

Ref. Date:

To,  
**The City Engineer**  
**Navi Mumbai Municipal Corporation**  
Plot No. 1, Near Kille Gaonthan,  
Palm Beach Junction, Sector – 15A,  
CBD Belapur, Navi Mumbai – 400 614  
Tel – 022 2756 7070/71; Fax – 022 27577070

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that.....(insert member’s name) will act as the Lead Member of our Joint Venture.\*

We have agreed that .....(insert individual’s name) will act as our representative/ will act as the representative of the Joint Venture on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

**Information required to evaluate the BID Capacity under clause 2.2.2.1:**

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows

Sr. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including Bonus (Rs. in Crores)
1	2019-20/2019	
2	2018-19/2018	
3	2017-18/2017	
4	2016-17/2016	
5	2015-16/2015	

2. Maximum value of projects that have been undertaken during the F.Y. \_\_\_ out of the last 5 years and value including amount of bonus thereof is Rs. \_\_\_ Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Appendix) = Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_)

<p>..... ..... Name of the Statutory Auditor’s firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)</p>	<p>..... ..... Signature, name and designation of Authorised Signatory  For and on behalf of .....(Name of</p>
---	--

Date:  
Place:

**To calculate the value of “B”**

A table containing value of all the existing commitments and on-going works to be completed during the next 02 years is as follows:

Sl. No.	Name of Project /Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of contract as per Agreement /LOA <sup>β</sup>	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2019-20/2019 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2019-20/2019	1.00
2	2018-19/2018	1.10
3	2017-18/2017	1.21
4	2016-17/2016	1.33
5	2015-16/2015	1.46

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s ..... and M/s ....., as on bid due date of this RFP.

<p>.....                  .....                  Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of..... (Name</p>
---

<p>.....                  .....                  Name of the Statutory Auditor’s firm:                  Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)</p>
--

Date:  
Place:

<sup>β</sup> In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

APPENDIX-IA

Annexure VII

**Guidelines of the Department of Disinvestment***(Refer Clause 1.2.1)*

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13<sup>th</sup> July, 2001.

## OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory Engineer that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

Appendix-IA  
Annexure-VII

Page-2

- (a) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (b) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (c) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory Engineer is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

**Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)**

S. No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay <sup>#</sup>
1						
2						
3						
...						

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90 (ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Engineer, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300 Crore.)

<sup>#</sup>To be supported with valid certificate issued from Independent Engineer / Engineer’s Engineer / Supervision Consultant / Engineer-in-charge (not below rank of Executive Engineer)

I / We certify that all the information furnished above is true in all respects.

..... Name of the Bidder

Signature of the authorized signatory: \_\_\_\_\_

Name of the Authorised Signatory: \_\_\_\_\_

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

Place: \_\_\_\_\_



**APPENDIX – II  
BANK GUARANTEE FOR BID SECURITY**

**DELETED**

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**APPENDIX-III**  
**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**  
*(Refer Clause 2.1.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai proposed or being developed by the Navi Mumbai Municipal Corporation (the “Engineer”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Engineer, representing us in all matters before the Engineer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Engineer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Engineer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....  
(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of  
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No.  
of the Notary

Date:.....

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**APPENDIX-IV  
FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE**

**DELETED**

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**APPENDIX V  
FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE**

**DELETED**

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**APPENDIX VI  
INTEGRITY PACT FORMAT**

**DELETED**

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**Appendix-VII**  
**FORM OF BANK GUARANTEE BOND**

In Consideration Of The Navi Mumbai Municipal Corporation (Hereinafter Called 'The NMMC') Having Agreed To Exempt \_\_\_\_\_ (Hereinafter Called "The Said Contractor(S)') From The Demand Under The Terms And Conditions Of An Agreement Dated \_\_\_\_\_ Made Between \_\_\_\_\_ And \_\_\_\_\_ For \_\_\_\_\_ (Hereinafter Called "The Said Agreement Of Security Deposit For The Due Fulfillment By The Said Contractor (S) Of The Terms And Conditions Contained In The Said Agreement, On Production Of A Bank Guarantee For Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We, \_\_\_\_\_ (Hereinafter Referred To As 'The Bank') At The Request ( Indicate The Name Of The Bank) Of \_\_\_\_\_ [( Contractor (S) Do Hereby Undertake To Pay The NMMC An Amount Not Exceeding Rs. \_\_\_\_\_ Against Any Loss Or Demand Caused To Or Suffered Or Would Be Caused To Or Suffered By The NMMC By Reason Of Any Branch By The Said Contractor (S) Of Any Of The Terms Or Conditions Contained In The Said Agreement.

2. We \_\_\_\_\_ Do Hereby Undertake To Pay The ( Indicate The Name Of The Bank) Amounts Due And Payable Under This Guarantee Without Any Demur, Meerely On A Demand From The NMMC Stating That The Amount Claimed Is Due By Way Of Loss Or Damage Caused To Or Would Be Caused To Or Suffered By The NMMC By Reason Of Breach By The Said Contractor (S) Of Any Of The Terms Or Conditions Contained In The Said Agreement Or By Reasons Of The Contractor (S) Failure To Perform The Said Agreement . Any Such Demand Made On The Bank Shall Be Conclusive As Regards The Amount Due And Payable By The Bank Under This Guarantee. However, Our Liability Under This Guarantee Shall Be Restricted To An Amount Not Exceeding Rs. ....
3. We, Undertake To Pay To The NMMC Any Money So Demanded Not With Standing Any Dispute Or Disputes Raised By The Contractor (S) / Supplier (S) In Any Suit Or Proceeding Pending Before Any Court Or Tribunal Relating Thereto Our Liability Under This Present Being Absolute And Unequivocal. The Payment So Made By Us Under This Bond Shall Be A Valid Discharge Of Our Liability For Payment There Under And The Contractor (S) / Supplier (S) Shall Have No Claim Against Us For Making Such Payment.
4. We, \_\_\_\_\_ Further Agree That The Guarantee Herein (Indicate The Name Of Bank) Contained Shall Remain In Full Force And Effect During The Period That Would Be Taken For The Performance Of The Said Agreement And That It Shall Continue To Be Enforceable Till All The Dues Of The NMMC Under Or

By Virtue Of The Said Agreement Have Been Fully Paid And Its Claims Satisfied Or Discharged Or Till The City Engineer Of NMMC (Indicate The Name Of Administrative Department ) Certifies That The Terms And Conditions Of The Said Agreement Have Been Fully And Properly Carried

Out By The Said Contractor (S) And Accordingly Of The Said Agreement Have Been Fully And Properly Carried Out By The Said Contractor (S) And Accordingly Discharges This Guarantee. Unless A Demand Or Claim Under This Guarantee Is Made On Us In Writing On Or Before The .....We Shall Be Discharged From All Liability Under This Guarantee Thereafter.

- 5. We ..... Further Agree With The NMMC That (Indicate The Name Of Bank) The NMMC Shall Have The Fullest Liberty Without Our Consent And Without Affecting In Any Manner Our Obligations Hereunder To Vary Any Of The Terms And Conditions Of The Said Agreement Or To Extend Time To Performance By The Said Contractor (S) From Time To Time Or To Postpone For Any Time Or From Time To Time Any Of The Powers Exercisable By The NMMC Against The Said Contractor (S) And To Forbear Or Enforce Any Of The Terms And Conditions Relating To The Said Agreement And We Shall Not Be Relieved From Our Liability By Reason Of Any Such Variation, Or Extension Being Granted To The Said Contractor (S) Or For Any Forbearance, Act Or Commission On The Part Of The NMMC Or Any Indulgence By The NMMC To The Said Contractor (S) Or By Any Such Matter Or Thing Whatsoever Which Under The Law Relating To Sureties Would But For This Provision, Have Effect Of So Relieving Us.
- 6. This Guarantee Will Not Be Discharged Due To The Change In The Constitution Of The Bank Or The Contractor (S) / Supplier (S).
- 7. We, ..... Lastly Undertake Not To Revoke This ( Indicate The Name Of Bank) Guarantee During Its Currency Except With The Previous Consent Of The NMMC In Writing.

Dated The ..... Day Of .....20

For .....  
(Indicate The Name Of Bank)



**Appendix-VIII  
FORMAT OF LOA**

**AT THE DISCRETION OF NMMC**

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Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

**Appendix - IX**  
(See Clause 2.2.1)

**AFFIDAVIT**  
**ON STAMP PAPER OF VALUE OF RS. 500/-**

I/We Hereby State That We Are Aware Of The Provisions Of Section 10(1) 10(F) & (G) Of The BMPC Act. 1949 Which Is Reproduced Below, And Solemnly State That We Have No Partnership Or Any Share Of The Any Corporator Of Any Corporation In Our Company And Are Not Associated Presently Or In The Past With Any Of The Office Bearers Of The Navi Mumbai Corporation Either Directly Of Indirectly.

Extract Of Sec 10 Of BMPC Act:

10 (E) Subject To The Provision Of Section 13 And 404, A Person Shall Be Disqualified For Being Elected And For Being A Counciller.

10 (F) Subject To The Provisions Sub-Section (2) Has Directly, 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 In Connection With Any Cause Of Proceeding In Which By Or On Behalf Of The Corporation.”

We Are Aware That The Above Information If Found To Be Untrue Or False, We Are 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 If Found To Be Untrue Or False During The Currency Of The Contract. We Shall Be Held To Default And The Contract, If Any Awarded To Us, Shall Be Liable To Be Terminated With All Its Concurrences.

Tenderer .....

Address .....

.....

Date The ..... Day Of ..... 20 Signature Of Tenderer

Witness .....

Address .....

.....

Occupation .....

Signature Of Witness

**Appendix - X**  
(See Clause 2.2.1)

**UNDERTAKING**  
**ON STAMP PAPER OF VALUE OF RS. 500/-**

The Information / Documents Submitted By Us Are True To Our Knowledge And If The Information / Documents So Furnished Shall Be Found To Be Untrue Or False, The Tender Shall Be Liable To Be Disqualified And Our Earnest Money Accompanying Tender Will Be Forfeited.

Also I/We Aware That If The Information / Document Found To Be Untrue Or False During The Currency Of Contract, Our Contract Liable To Be Terminated.

..... I / We Hereby Declare That I / We Have Made Myself / Ourselves Thoroughly Conversant With The Sub-Soil Conditions Regarding All Materials (Such As Stone, Murum, Sand, Etc.) And Labour Of Which I / We Have Based My / Our Rates For This Work. The Specifications, Conditions Bore Results And Lead Of Materials On This Work Have Been Carefully Studied And Understood By Me / Us Before Submitting This Tender. I / We Undertake To Use Only The Best Materials Approved By The, City Engineer, N.M.M.C. Or His Duly Authorised Assistant, Before Starting The Work And To Abide By His Decision.

I/ We Agree That The Amount Of Earnest Money Shall Not Bear Interest And Shall Be Liable To Be Forfeited To The Corporation, Should I/We Fail To (I) Abide By The Stipulation To Keep The Offer Open For The Period Of 120 Days From The Date Fixed For Opening The Same And Thereafter Until It Is Withdrawn By Me/ Us By Notice In Writing Duly Addressed To The Authority Opening The Tenders. (ii) Security Deposit As Specified In Schedule 'A' And Within The Time Limit Laid Down In 24 Of Detailed Tender Notice. The Amount Of Earnest Money May Be Adjusted Towards The Security Deposit Or Refunded To Me /Us If So Desired By Me/Us In Writing, Unless The Same Or Any Part Thereof Has Been Forfeit As Aforesaid.

Should This Tender Be Accepted I/ We Hereby Agree To Abide By And Fulfill All The Terms And Provisions Of The Conditions Of Contract Annexed Hereto So Far As Applicable And In Default Thereof To Forfeited And Pay To NMMC The Sums Of Money Mentioned In The Said Conditions.

Demand Draft No.....Dated ..... From The Nationalised/ Scheduled Bank At..... In Respect Of The Sum Of \*Rs..... Is Herewith Forwarded Representing The

Signature of Tenderer

No. Of Corrections

Signature of Authorised NMMC Official

Earnest Money (A) The Full Value Of Which Is To Be Absolutely Forfeited To N.M.M.C. Should I/ We Not Deposit The Full Amount Of Security Deposit Specified In The Detailed Tender Notice.

Tenderer .....

Address .....

.....

Date The ..... Day Of ..... 20

**Signature Of Tenderer**

(Witness) .....

**Signature Of Witness**

Address .....

**Appendix - XI**  
(See Clause 2.2.1)

**AFFIDAVIT**  
**ON STAMP PAPER OF VALUE OF RS. 500/-**

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 purchased supporting proof of purchase, proof of testing submitted  
by my staff, subletting company or by myself, I will liable for action under Indian Penal Code.
3. In am liable for action 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)

