

# **AHMEDNAGR MUNICIPAL CORPORATION**

**Re-Tender Notice No. 02 /2022 - 2023**

## **Tender for**

Preparation of Detailed Project Report of Project Management Consultant and Technical Service Provider for Govt.Resolution- पर्यावरणीय व वातावरणीय बदल विभागातील शासन निर्णय क्र अभियान /२०२२/प्रक्र१२०/तांक १ दि. ०५/१२/२०२२

**Funded Schemes in area of AHMEDNAGAR MUNICIPAL CORPORATION**

**AHMEDNAGAR MUNICIPAL  
CORPORATION TAL-NAGAR,  
DIST - AHMEDNAGAR**

# AHMEDNAGAR MUNICIPAL CORPORATION

TAL - NAGAR, DIST - AHMEDNAGAR.

## Index Sheet

Sr. No.	Particulars	Pages	
		From	To
1	Face Sheet	3	3
2	Tender Notice	4	4
3	Detail Tender Notice	5	8
4	Scope Of Work	9	10
5	Eligibility Criteria	11	11
6	Deliverables & Schedule Of Payment	12	12
7	Schedule-A	13	13
8	Annexure 1: List of Staff member and equipment's	15	15
9	Annexure 2: Financial Statement of Firm	16	16
7	Annexure 3: List of Ongoing Projects	17	17
8	Annexure 4: List of Completed Projects	18	18
9	Annexure 5: Declaration certificate	19	19
10	Annexure 6:	20	23
11	Declaration Certificate	24	24
12	Undertaking for Guarantee	25	25
13	Terms and Condition for Online Payment	26	32
14	Schedule- B	33	33

## 1. FACESHEET

Name of Work : Preparation of Detailed Project Report of Project Management Consultant and Technical Service Provider for Govt.Resolution-पर्यावरणीय व वातावरणीय बदल विभागातील शासन निर्णय क्र अभियान /२०२२/प्रक्र१२०/तांक १ दि. ०५/१२/२०२२ in area of AHMEDNAGAR MUNICIPAL CORPOTAION

- |   |   |
|---|---|
| 1. Earnest Money Deposit                | Rs. 5,000/-   |
| 2. Cost of Tenderform                   | Rs. 1000/- per set  |
| 3. Type of Tender                       | B - 1   |
| 4. Period of issue of Tender Form       | 03/03/2023 to 08/03/2023<br>upto 17:30 hours  |
| 5. Date & Time of tender Submission     | 03 /03/2023 to 08/03/2023<br>up to 17.30 hours  |
| 6) Date and Time of Opening of Tenders- | 09/03/2023 at 11.30 Hrs. onwards  |
| 7) TimeLimit                            | DPR preparation 6 months for each project from the date of work order (excluding sanctioning period) and forPMCworkaspercontractor'stime limit. |

-SD-



DY COMMISSIONER  
AHMEDNAGAR MUNICIPAL CORPORATION  
Tal -NAGAR,Dist -AHMEDNAGAR



No. of Corrections

DY COMMISSIONER

Consultant's Signature

**AHMEDNAGAR MUNICIPAL CORPORATION**  
**Tender Notice No./2022 - 2023**

DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION, Tal - NAGAR,  
 Dist. AHMEDNAGAR is inviting Sealed Tenders in B-1 form for the following work.

Sr. No.	Name of Work	Period Completion Work	Earnest Money Deposit (Rs.)	Cost of Blank Tender Form (Rs.)
1.	<p>Empanelment of Appointment of Consultant for DPR for Mazi Vasundhara in Ahmednagar Municipal Corporation</p> <ol style="list-style-type: none"> <li>1. Consultancy Services for detailed design of Development of Garden / Open Space etc. as per</li> <li>2. D.P.R. Preparation Miyawaki Tree Plantation, Amrut van / Smruti Van / Shahari Van / Batarfly Garden / Gardens</li> <li>3. D.P.R. Preparation Nursury</li> <li>4. D.P.R. for Water resources planning, Rain water Harvesting and percolation</li> <li>5. River / Dam Front Development and Beatification work</li> <li>6. D.P.R. for solar light / LAD light lamps</li> <li>7. D.P.R. for Charging points to E-Vehicles</li> <li>8. Consultants for Green building Planning and Designing</li> <li>9. Consultant for Gardening and Horticulture.</li> <li>10. Submit soft &amp; hard copy of plan, estimate, tender documents, boq &amp; Schedule 'B' with taking prior city Engineer technical sanction.</li> <li>11. Air Quality Parameter Display</li> </ol> <p>Make site visit as and when require &amp; give proper marking to contractor Take final levels &amp; submit 3 sets of hard copy &amp; soft copy Make plan, drawing, D.P.plan, submission plan, cross section etc. and submit to A.M.C. as required for in 5 sets.</p>	For DPR 6 Month & PMC work as per contractor's time limit.	5000/-	1000.00

The details can be viewed on the notice board in the office of the DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION, AHMEDNAGAR or notice in the news paper.

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# **AHMEDNAGAR MUNICIPAL CORPORATION**

## **DETAILED TENDER NOTICE NO. 01 FOR 2022-23**

Sealed tenders in B-1 form (PercentageRateTenders) are invited by the DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION AHMEDNAGR for below mentioned work form the Technical Service Provider.

### **Name of Work :-**

Preparation of Detailed Project Report of Project Management Consultantand Technical Service Provider for various Work of Development, Submission to Government, Technical Assistance in Getting Approvals and Supervision Various Infrastructure Projects Under GoI/GoMFunded Schemes in area of AHMEDNAGAR MUNICIPAL CORPORATION ,Taluka- NAGAR, District - Ahmednagar.

The details can be viewed from the news paper

- 1 Detailed tender notice can be seen on the notice board in the office of the DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION, AHMEDNAGAR
- 2 Earnest Money Deposit :--Rs5000/-shall be paid in the form of cash / DD of National Bank in four of Commissioner AMC, payable at ahmednagar, which will be enclosed in envelope No 1 form
  - a) This earnest money amount shall not carry any interest whatsoever. The earnest money will be refunded in the case of tenders who setenders are not accepted, only after completion of all for malities in respect of the accepted tender or in the case of successful tenders, the earnest money will be refunded after completion of contract documents and payment of security deposit.
- 3 **STAMP DUTY:**  
The Consultant shall bear the revenue duty on the agreement and Security deposit as per the government laws.
- 4 **PERIOD OF COMPLETION:-**  
6(Six) calendar months from the date of issue of work order. Please note, within 6 calendar months, tenderer shall procure the Approval to the prepared DPR from AHMEDNAGR MUNICIPAL CORPORATION.
- 5 **BID VALIDITY:-**  
60 days from the date of opening of Tender.

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## 6 ISSUE OF BLANK TENDERFORM:-

The cost of blank tender form is Rs.1000/-. at ward office No 3, Zendingate Tender forms will be issued offline at ward office No 3 , Zendingate office as per given shedule, Tender fees once paid will not be refunded.

## 7. SCHEDULE OF DATES FOR TENDERING

DATE SHEET			
Sr.No	ACTIVITY	Date	Time
a)	Tender forms issuing start date	/03/2023	from 11.00 hrs
b)	Tender forms issuing end date	/03/2023	Up to 17.30 hrs
c)	Tender forms submission start date	/03/2023	from 11.00 hrs
d)	Tender forms submission end date	/03/2023	Upto17.00 hrs
e)	Technical bid opening date &time ( if possible)	/03/2023	11.30
f)	Financial bid opening date&time (if possible)	/03/2023	At 11.30 hrs

## 8 MANNER OF SUBMISSION OF TENDER ANDITSACOMPANIMENTS

The tender shall be submitted in two separate sealed envelopes as below : in the office of the Dy. Commissioner (Tax)

### A) EnvelopeNo.1:

The Technical Envelope No.1, shall contain the following documents.

- 1 Offline Tender form fee and Earnest money deposit receipt/DD
- 2 Copy of Pan Card
- 3 All the documents as per eligibilitycriteria

All above attested documents should be closed in Envelope No.1. If these documents are not complete Envelope No.2 will not be opened.

### B) FinancialEnvelope

Contents of Envelope2 (Financial Bid). The Consultant should fill the percentage rate quote in figures and words. No other document should be submitted in Envelope2.

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**9 SUBMISSION OF TENDER:**

All the tender activity will be carried out Online . Tenderer has to complete Online procedure and stages as per given schedule and time.

**10 OPENING OF TENDERS:**

The tenders will be opened as per given schedule in the office of the DY COMMISSIONER (TAX), AHMEDNAGAR MUNICIPAL CORPORATION, AHMEDNAGAR in presence of intending bidder or their authorized representatives, who choose to remain present. Following procedure will be adopted for opening of tenders.

**Envelope No. 1**

First of all, Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION, AHMEDNAGAR, then it will be recorded accordingly by the tender opening authority, and the said tender. Envelope No.2 will not be considered for the reaction, but the same will be recorded.

**Envelope No. 2**

After opening of Envelope No.1, if contents of Envelope No.1 are found to be acceptable to the DY COMMISSIONER, AHMEDNAGAR MUNICIPAL CORPORATION, AHMEDNAGAR then only this Envelope No.2 shall be opened after scrutiny of the opening committee. The tendered rates in Schedule "B" as per percentage rate on the estimated cost of the detailed project report. The quoted percentage rates of the tenderer shall be read out.

11 No Tender with arbitration clause will be considered.

12 Conditional Tender will be summarily rejected.

**13 Right to modify the Tender Documents:**

The right is reserved to revise or to amend the contract documents prior to the date of bid preparation of tender or the receipt of the tender or to extend the date said above such revisions, amendments or extension if any shall be communicated to all concerned in the form of corrigendum by notice in the press as may be considered suitable.

**14 Acceptance of Tender:**

Right to reject any or all tenders without assigning any reasons thereof is reserved by the competent authority DY COMMISSIONER (Tax), AHMEDNAGAR MUNICIPAL CORPORATION, whose decision will be final and legally binding on the tenderers.

## SCOPE OF WORK

The broad scope of Consultancy services for the assignment is as follows but not Limited to:

### A. Preparation of DPR (Detailed Project Report)

1. Requisite surveys including topographical and geotechnical investigation
2. Review of existing data/services/infrastructure required for related project
3. Designing of Project Management Consultant scheme as per prevailing norms
4. Preparation of cost estimate
5. Preparation of Project Management Consultant with appropriate project development structure
6. Assistance in obtaining technical & administrative approval from competent Authorities

### B. Bid Process Management

1. Preparation of bid documents like NIT, EOI/RFQ, RFP, project agreement
2. Assistance in issuing the tender notice & documents to prospective bidders
3. Assistance in organizing the pre-bid conference and clarifying the doubts
4. Evaluation of bids and recommendation
5. Assistance in finalization of project contract

### Project Management Consultancy Services

1. Supervising & Monitoring the Quality of work executed by the Contractor as per the Specifications / Contract provisions
2. Organize various meetings with Contractor & respective agencies
3. Checking and correcting the running account bills submitted by the Contractors and certifying the same for payment by the Client, if any.

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4. Monitor the contracted cost and expenses vis-à-vis the budget provisions, monitor high valued items, quantities.
5. Preparation and submission of status / progress reports to the AMC from time to time.
6. On completion of checking and certification of final bills of contractor.

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## ELIGIBILITY CRITERIA

The tenderer shall be a registered company as per companies act 1956 or a Partnership firm or proprietor and must be in business for at least last 5years.

The tenderer shall have the working Experience of similar type of work of DPR Preparation any Municipal Corporation / Council / Maharashtra Jeevan Pradhikaran/similar type Other work

The tenderer shall have the working Experience of similar type of work of DPR Preparation for Project Management Consultant Project for any Municipal Corporation / Council / MaharashtraJeevanPradhikaran /similar type Other work

The tenderer shall have prepared Project Management Consultant Project of DPRs having cumulative cost of more than 1Crinmultiple projects which shall be approved byclient.

The tenderer must have an experience of getting approval for the work of Project Management Consultant Supply Project from State/Central government for a project, costing more than, 1Crore.

The tenderer shall have sufficient qualified staff to execute the work. The engineers should have similar type of experience in the field Project Management Consultant Project to be supported byCV's

The firm/consultant should not have been blacklisted / recommended for black listing by Government department /ULB any where in India. The bidder shall submit undertaking in this regards.

The certificates submitted shall be from the officer not below the rank of Executive Engineer / Chief Officer / Dy. Commissioner

Joint Venture is allowed.

Tenderer shall have valid Service Tax Registration Number/Certificate

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## 2. DELIVERABLES & SCHEDULE OF PAYMENT

### Deliverables

Consultancy services shall begin from the date of the issue of Letter of Award (LoA) to the consultant. Consultant has to deploy the requisite resources to complete the various tasks in time bound manner. SMC will ensure the timely support in terms of approvals, coordination with other departments as and when required.

Major milestones and payment schedule shall be as under:

Sr. No.	Deliverables	Payment schedule
<b>Part-1.</b>	<b>Preparation of DPR and obtaining Technical Sanction:-Approximately 6 months</b>	
a.	After completion of Physical survey. DPR approved by ULB	Nil
b.	DPR technically appraised /approved by competent authority and submitted to State/Central Government.	Nil
c.	Administrative approved by State Government /Central Government and Draft Tender Documents after approval of project from competent authorities	50 %
<b>Part-2.</b>	<b>Project Management Consultancy Approximately 36 months</b>	
a)	Preparation of Tender Papers, Assisting bidding process, signing of project agreement and issue of work order to contractor, Supervision on Contractor's work, Quality Control and M.B. Recording	100 % As per R.A. Bill

**Note:** For calculating Project cost for purpose of estimate on off fees during initial stage of project shall be the Cost as per inception report. The total fees calculation shall be done on the basis of Final cost as approved by the Authorities and difference will adjust in the later stages of the payments.

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## AHMEDNAGR MUNICIPAL CORPORATION,

NAME OF WORK -Preparation of Detailed Project Report of Project Management Consultant and Technical Service Provider for various Work of Development, Submission to Government, Technical Assistance in Getting Approval and Supervision Various. Infrastructure Projects Under GoI / GoM Funded Schemes in area of AHMEDNAGR Municipal Corporation.

### SCHEDULE A

Schedule showing (approximately) the materials to be supplied from the departmental stores for the work contracted, to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Sr.No.	Particulars	Quantity	Rate at which the material will be charged to the contractor		Units of measurement	Place of delivery
1	2	3	4	5	6	7
Null						

Note—The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Dy. Commissioner / City Engineer –in-charge on the form prior to the submission of the tender.

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AHMEDNAGR MUNICIPAL CORPORATION

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## ANNEXURE :-1

**List of Staff Members & Equipment's available with the  
consultant for the work**

Sr.No.	Name of Staff	Key Position	Qualification	Years of Experience	Remarks
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## ANNEXURE :-2

### Financial Statement of Firm

Summary of Audited Financial Statements for the last three(3) Financial Years (ending March31)

Sr. No.	Description	2019-20	2020-21	2021-22
1	Annual Turnover In Lakhs			

Note:

1. Attach copies of audited financial statements of the last three (3) financial years

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### ANNEXURE :-3

#### List of Ongoing Projects

Name and Location of the Project	Client	Project Cost	Duration of the Project	Estimated completion period	Exact role	Whether by self or as a consortium	Litigation if any

**Note:**

Please enclose copies of Work orders /agreements /Lo Aissued by the Client for respective project/works.

Consultant's Signature

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## ANNEXURE :-4

### List of Completed Projects

Name and Location of the Project	Client	Project Cost	Duration of the Project	Year Of Completion	Exact role	Whether by self or as a consortium	Litigation if any

Note:- Please attach the certified copies issued by competent authority

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## ANNEXURE :-5

### DECLARATION CERTIFICATE

I hereby declare that, I have made myself thoroughly Conversant with the local conditions and tender conditions etc. and on which I have based my rates for this work.

The facts described by me in the tender documents are true to the best of my knowledge, and if any of it found false at any stage, the DY COMMISSINOR AHMEDNAGAR MUNICIPAL CORPORATION, have every right to take any legal action against me / us or my / our firm, including cancellation of tender and blacklisting. It is also declared that neither I/we/am/are neither black-listed nor debarred consultant at present by any Govt. department.

**Tenderer Signature**

Consultant's Signature

No. of Corrections  
19

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**ANNEXURE :-6**

(On Stamp Paper of worth Rs. 100/-)  
**MODEL FORM OF JOINT VENTURE**

The Employer shall mean the DY COMMISSIONER AHMEDNAGAR Municipal Corporation,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

“The Contract” shall mean the contract emerged in to be entered in to between the joint venture and the employer for the work.

**JOINT VENTURE**

Whereas Parties here to declare that they agree and undertake to form a joint venture for the purpose of applying for pre-qualification for tender and if pre-qualified to execute the work, as an integrated joint venture. The J. V. shall be called as \_\_\_\_\_

The parties are not, under this agreement entering in to any permanent partnership or joint venture totender for undertake any contractother than the subject work.

**WITNESS**

Whereas the DY COMMISSIONER AHMEDNAGAR MUNICIPAL Corporation herein after referred as the the DY COMMISSIONER AHMEDNAGAR MUNICIPAL Corporation I have invited pre-qualification for the work of \_\_\_\_\_

\_\_\_\_\_

Whereas “as \_\_\_\_\_ wish to apply for pre-qualification for tender and if pre-qualified to execute the work if awarded as the terms for the bid documents contract .

Now Therefore This Deed of Partnership Witnesses As Follows :-

1. That these cital are and shall be deemed to have been part and parcel of the present Agreement of joint venture.
2. That this Agreement shall come in to for ce from the date of this Agreement i.e. day of \_\_\_\_\_
3. That the operation of this agreement for joint venture firm concerns and is confined to this work only.
4. That the name of the joint venture firm shall be “\_\_\_\_\_”  
Name of joint venture firm \_\_\_\_\_
5. That “\_\_\_\_\_” Name of joint venture firm \_\_\_\_\_  
“shall jointly execute the work according to al term sand condition sas stated in the relevant instruction contained in the bid documents contract as integrated joint venture styled.

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6. That this agreement for j.v. shall regulate the relations between the parties and shall include without being limited to the mthe following condition.

7. "-----"

Name of joint venture firm ----- shall be the lead company in charge of the joint venture, for all intents and purpose.

8. The parties hereto shall be jointly and sever ally liable to employer for all act, deeds and things pertaining tothecontract.

9. That the managing director of the lead partner of the j pint venture shall be the manager of the joint venture firm and shall have the power to control and manage the affairs of the jointventure.

10. That on behalfofthe ----- Nameof joint

venture firms,themanager ----- " shallhave the authority to insure liabilities, receive instructions and payments, sign execute the contract for and on the joint venture. All payment and under the contract shall be made into the joint ventures bank account.

11. One bank account shall be opened in the name of to be operated by the individual signatory as mutually decided by the representatives of joint venture partner.

12. ThateachpartnersoftheJ.V.agreesandundertakestoplaceatthedisposal of the joint venture the benefit of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibilities including the provisionofinformation,adviceandotherassistancerequiredinconnection with the work.

13. The share and the participation of the all the partner in the joint venture shall broadly be asfollows.

Nameofpartnerpercentageofshares

1. PartyNo.1

2. PartyNo.2

a. And all rights, interests, liabilities, obligations, work experience and risks (and all net profit or net losses) arising out of the contract shall be sharedor born by the parties in proportion to these share. Each of the parties shall furnish its share in any bounds, guarantees, sureties required for the work as well as its proportionate share in any working capital and other financial requirements, all in accordance with the decisions of theACB.

b. Any loan / advances shall be shared by the partyNo.1 and partyNo.2 at the ratio of & respectively.

c. All funds, finance or working capital requiredfor carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreedbythem.

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**13. Site management:-**

A project manager appointed by ACB will manage the execution of the work on the site. The project manager shall be authorized to represent the joint venture on site, in respect of matters arising out of or under the contract.

**14. The ----- Name of joint**

**venture firm -----**

shall be jointly and severally responsible and liable to wards thee mpoyer for execution of the contract condition.

**15. The joint venture deeds shall be registered with the Registrar ofpartnership firms, Govt.ofMaharashtra.**

**16. This joint venture agreement shall not be dissolved till the completion of defectliabilityperiodasstipulatedinthetenderdocumentconditionofworks.**

**17. This joint venture agreement is deemed to be null and void in case the joint venture firm is not qualified by the employer or unsuccessful in the award ofwork.**

**18. That question relating to validity and interpretation on this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Member secretary, Maharashtra Jeevanpradhikaran and his decision in this respects shall be final and binding to both the parties. Neither the obligation of each party here to performs the contract nor the execution of the work shall stop during the course of this arbitration processing or as a resultthereof.**

**19. That no party to the J.V.has the right to assign any benefits,obligations or liability under the agreement to any third party without obtaining the written consent of the other partnerandemployer.**

**20. Bank account in the name of the joint venture firm may be opened withany scheduled or nationalized bank and the representatives of the J.V. partner are authorized to operateuponindividually.**

**21. That both parties to the J.V. shall be responsible to maintain or cause to maintain proper books of accounts in respect of the business of the joint venture firm and the same shall be closed as at the end of the every financial year.**

**22. That the financial year of the firm shall be the year ended on the 31 st March ofeveryyear.**

**23. That upon closure of the books of account balance sheet and profit and loss account as to that state of affairs of the firms as the end of the financial year and as to the profit or loss made or incurred by the firm of the year ended of that day, respectively shall be prepared and the same shall be subject to audit by a chartered accountant.**

Consultant's Signature

No. of Corrections

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**24. LEGAL JURISDICTION**

All matters pertaining or to commencing from this joint venture Agreement involving the employer shall be subject to jurisdiction of High court of judicature at Mumbai.

**NOTICES AND CORRESPONDENCE**

All correspondence and notice to the joint venture shall be sent to the Following address.

Address  
-----

----- SIGNED, SEALED AND DELIVERED

BY THE WITH NAME

(Name of First party)

(Name of Second party) WITNESS:-

- 1.
- 2.

Consultant's Signature

No. of Corrections

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## DECLARATION CERTIFICATE

I hereby declare that, I have made myself thoroughly Conversant with the local conditions and tender conditions etc. and on which I have based my rates for this work. The specifications and requirements of lead for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only the best materials, to be approved by chief officer in charge of the work or his duly authorised representative, before starting the work and also to abide by his decision.

The facts described by me in the tender documents are true to the best of my knowledge, and if any of it found false at any stage, the DY COMMISSIONER AHMEDNAGAR MUNICIPAL CORPORATION. are every right to take any legal action against me /us or my / our firm, including cancellation of tender and blacklisting.

I hereby undertake to pay the labours engaged on the work as per Minimum Wages ACT. 1984 applicable to the zone concerned.

It is also declared that neither I / we / am / are neither black-listed nor debarred contractor at present by any Govt. department.

**Tenderer Signature**

Consultant's Signature

No. of Corrections

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# UNDERTAKING FOR GUARANTEE

I/WE GURRANTEETHAT

I/We will replace, repair and adjust free of all charges, to the employer, any part of the work which fails to comply with the specifications or amendment to such specification as referred to in our specifications attached to tender, fair wear and tear excepted until the completion and for a period of 12 months from the date of Acceptance Certificate issued under Article 20 of General Conditions of Contract.

All the work will be reliable

All the work will be of a type which has been proved in service, to be suitable for the duty required by the specific ation and will be manufacture dand tested

in accordance with the appropriate standard specifications approved by the DY COMMISSIONER

I / We accept and abide by the clause relating to quality and guarantee of work.

Consultant's Signature

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**Note: \* Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time. \* NEFT/RTGS option will be depend on the amount of EMD.**

#### **A) Terms and Conditions For on line / Off line Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of JCMC Maharashtra, here in after referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an off line Payment to AHMEDNAGAR MUNICIPAL CORPORATION. Each User is therefore deemed to have read and accepted these Terms and Conditions. **Privacy Policy** The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not will fully disclosed to any third party without first receiving the User's permission, as covered in this

Privacy Policy. This Privacy Policy describes Merchant "treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functional it yand content offered by Merchant's website or seek voluntary information from The User. Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances: a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender b) if any of User "sactions on our website violate the Terms of Service or any of our guide lines for specific services, or c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or; d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering.

Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services. 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Web site shall be at the absolute discretion of Merchant. 3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. 4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Provider with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deem appropriate. No claims for refund / charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. **Refund for fraudulent/duplicate transaction(s):** The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. **Server Slow Down/Session Timeout:** In case the Website or Payment Gateway Service Provider's

webpage, that is linked to the Website, is experiencing any server related issues like „slow down“ or „failure“ or „session timeout“, the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options: i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment. ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent / duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

#### **Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or Commission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

1. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of: (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.

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4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control. **Miscellaneous Conditions** :Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived. 1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters. 2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet. 3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website. 4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password. The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others can not access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

**Debit/Credit Card, Bank Account Details** 1. The User agrees that the debit/credit card details provided by him / her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him / her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details. 2. The User may make his/ her payment (Tender Fee / Earnest Money deposit ) to Merchant by using a debit /credit card or through online banking account. The User warrants, agrees and confirms that when he /she initiates a payment transaction and /or issues an online payment instruction and provides his / her card / bank details: i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions; ii. The User is responsible to ensure that the card / bank account details provided by him/ her are accurate; iii. The User is authorizing debit of the nominated card / bank account for the payment of Tender Fee and Earnest Money Deposit

- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information** 3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail such mails initiated by him/ her. 5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his /her permission for the processing of the User's personal data as set out herein. 6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force. **Payment Gateway Disclaimer** The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payments service is entirely at own risk and responsibility of the User. **10. EARNEST MONEY AND SECURITY DEPOSIT.** Earnest Money Deposit (E.M.D.) which should be paid via online mode in favors of \_\_\_\_\_ separately for each work. (i) Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. (ii) After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number. **10.2** Earnest money in any other form or cash or cheque will not be accepted

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**SCHEDULE - B**

**Tender Inviting Authority - DY COMMISSIONER AHMEDNAGAR MUNICIPAL CORPORATION**  
**Dist- Ahmednagar**

**Name of work -Preparation of Detailed Project Report of Project Management Consultant and Technical Service Provider for various Work of Development ( Mazi Vasundhara), Submission to Government, Technical Assistance in Getting Approvals and Supervision Various. Infrastructure Projects Under Gol/GoM Funded Schemes in area of AHMEDNAGAR Municipal CORPORATION.**

Bidder Name-

Sl. No.	Item Description	Quantity	Units	Quoted Rate in Percent on Total Project Cost	Quoted Rate in Percent on Total Project Cost In Words
1	<p>Empanelment of Appointment of Consultant for DPR for Mazi Vasundhara in Ahmednagar Municipal Corporation</p> <ol style="list-style-type: none"> <li>1. Consultancy Services for detailed design of Development of Garden / Open Space etc. as per</li> <li>2. D.P.R. Preparation Miyawaki Tree Plantation, Amrut van / Smruti Van / Shahari Van / Butterfly Garden / Gardens</li> <li>3. D.P.R. Preparation Nursery</li> <li>4. D.P.R. for Water resources planning, Rain water Harvesting and percolation</li> <li>5. River / Dam Front Development and Beautification work</li> <li>6. D.P.R. for solar light / LAD light lamps</li> <li>7. D.P.R. for Charging points to E-Vehicles</li> <li>8. Consultants for Green building Planning and Designing</li> <li>9. Consultant for Gardening and Horticulture.</li> <li>10. Submit soft &amp; hard copy of plan, estimate, tender documents, boq &amp; Schedule 'B' with taking prior city Engineer technical sanction.</li> <li>11. Air Quality Parameter Display</li> </ol> <p>Make site visit as and when require &amp; give proper marking to contractor Take final levels &amp; submit 3 sets of hard copy &amp; soft copy Make plan, drawing, D.P.plan, submission plan, cross section etc. and submit to A.M.C. as required for in 5 sets.</p>	1.00	Project Cost		

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