



THANE MUNICIPAL CORPORATION, THANE

(GARDEN)

TENDER PAPER
FOR

Name of Work: Kalva Ward – Beautification of Garden in Chatrapati Shivaji Maharaj And
Smashan Bhoomi Ward No. 46 (A).

**Thane Municipal Corporation, Thane,
Dr. Almieda Road, Panchpakhadi, Thane (W)- 400 602.**

ISSUED TO : _____

DATE: _____

**DMC (Garden),
Thane Municipal Corporation
of the City of Thane.**

INDEX

NAME OF WORK:- Kalva Ward – Beautification of Garden in Chatrapati Shivaji Maharaj And Smashan Bhoomi Ward No. 46 (A).

S.N.	Brief Description of contents	Page No.	
		From	To
1	i) Brief tender notice	1	2
	ii) Detailed Tender Notice	3	3
2	Earnest money.	4	4
3	i) Tendering procedure.	5	8
	ii) Form No. I & II	9	9
	iii) Form No. III	10	10
	iv) Model form of Bank Guarantee bond	11	12
	v) Printed B-1 Agreement form & other forms	13	16
4	Declaration of Contactor.	17	17
5	General description and scope of work.	17	17
6	Conditions of Contract	18	22
7	Additional general conditions & specifications	22	23
8	Rate of Contract	24	24
9	Annexure-V (Schedule of Penalties-Garden Work)	25	26
10			
11			
12			
13			

ठाणे महानगरपालिका ठाणे
(निविदा सुचना)
वृक्षप्राधिकरण

ठाणे महानगरपालिकेमार्फत उद्यान विभागामध्ये “उद्यान विकास उद्यान कामे” या लेखाशिर्षका अंतर्गत कळवा प्रभाग अंतर्गत छत्रपती शिवाजी महाराज रूग्णालय व स्मशानभूमी येथील उद्यान सुशोभिकरण करणेबाबत कामी ऑनलाईन निविदा मागविण्यात येत आहे. निविदा सुचना व निविदा प्रपत्र ठाणे महानगरपालिकेचे संकेत स्थळ www.thanecity.gov.in वर दि.३०.०१.२०१६ ते दि.१५.०२.२०१६ पर्यंत उपलब्ध आहे.

ऑनलाईन निविदा महानगरपालिकेचे संकेत स्थळ www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> येथे दि.१५.०२.२०१६ रोजी सायंकाळी १६.०० वाजेपर्यंत स्विकारण्यात येतील. सदरच्या निविदा शक्य झाल्यास दि.१५/०२/२०१६ रोजी सायंकाळी १६.३० वाजता अथवा पुढील सुचना देवुन निविदाकार अथवा त्यांचे प्रतिनिधी यांचे समक्ष उघडण्यात येतील याची कृपया नोंद घ्यावी. ई-टेंडरिंग बाबत अधिक माहितीसाठी ई-निविदा कक्ष, नागरी सुविधा केंद्र, ठाणे महानगरपालिका, ठाणे येथे संपर्क साधावा.

उपआयुक्त (उद्यान),
ठाणे महानगरपालिका, ठाणे

ठाणे महानगरपालिका, ठाणे
निविदा सुचना (वृक्षप्राधिकरण)

ठाणे महानगरपालिका ठाणे खालील कामासाठी नमूद कामाचा केंद्र सरकार, राज्य सरकार, सार्वजनिक उपक्रम अंतर्गत तसेच नगरपालिका, महानगरपालिका/खाजगी कंपनी यांचेकडे काम केल्याचा अनुभव असलेल्या ठेकेदाराकडून ऑनलाईन निविदा मागवित आहे. कोरे निविदा प्रपत्र ठाणे महानगरपालिकेचे संकेत स्थळ www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> वर दि. ३०/१/२०१६ ते १५/२/२०१६ पर्यंत उपलब्ध आहे.

ऑनलाईन निविदा महानगरपालिकेचे संकेत स्थळ www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> येथे दि. १५/२/२०१६ रोजी सायंकाळी १६.०० वाजेपर्यंत स्विकारण्यात येतील. सदरच्या निविदा शक्य झाल्यास दि. १५/०२/२०१६ रोजी सायंकाळी १६.३० वाजता अथवा पुढील सुचना देवून निविदाकार अथवा त्यांचे प्रतिनिधी यांचे समक्ष उघडण्यात येतील याची कृपया नोंद घ्यावी. ई-टेंडरिंग बाबत अधिक माहितीसाठी ई-निविदा कक्ष, नागरी सुविधा केंद्र, ठाणे महानगरपालिका, ठाणे येथे संपर्क साधावा.

अक्र	कामाचे नांव	अंदाजीत रक्कम (रूपये)	इसारा रक्कम (रूपये)	काम पूर्ण कालमर्यादा	कोरी निविदा किंमत (रूपये)
१	कळवा प्रभाग अंतर्गत प्र.क. ४६ (अ) छत्रपती शिवाजी महाराज रूग्णालय व स्मशानभूमी येथील उद्यान सुशोभिकरण करणेबाबत.	१७,५८,५०९/-	१७,५८५/-	०२ महिने	६२१.००

टीप :

- कंत्राटदाराच्या अहर्ता या निविदा पुस्तिकेतील पान क्र. ६ वर नमूद केल्याप्रमाणे राहतील.
- कंत्राटदाराने सादर केलेल्या निविदेची वैधता निविदा उघडण्याच्या दिनांकापासून १८० दिवसांपर्यंत राहिल निविदाकारास बंधनकारक राहिल.
- निविदाकाराने परिपूर्ण भरलेली निविदा महापालिकेच्या www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> या संकेत स्थळावर स्विकारण्यात येतील.
- कोणतेही कारण न देता एक अथवा सर्व निविदा नामंजुर करण्याचे अधिकार मा. आयुक्त सोा, ठाणे महानगरपालिका ठाणे यांचेकडे राखून ठेवण्यात येत आहे.
- अधिक माहितीसाठी नागरी सुविधा केंद्र (सीएफसी), तळमजला, महापालिका भवन, चंदनवाडी, पांचपाखाडी, ठाणे येथे संपर्क साधावा.

उपआयुक्त (वृक्षप्राधिकरण),
ठाणे महानगरपालिका, ठाणे

DETAILED TENDER NOTICE TO CONTRACTOR

NAME OF WORK :- Kalva Ward – Beautification of Garden in Chatrapati Shivaji Maharaj And Smashan Bhoomi Ward No. 46 (A).

Online tenders for the following works are invited by Thane Municipal Corporation (TMC) from the contractors in B-2 form from the appropriate contractor who have experience of said work with Central Government/ State Government/ Public Sector Undertaking/ Corporation/ Private Sector Companies. Blank tender papers can be download from the website of TMC, www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> from 30.01.2016 to 15.02.2016 Online tenders bid submission on the website www.thanecity.gov.in & <https://eprocurement.synise.com/tmc> up to 15.02.2016 at 16.00 Hrs on or before and will be opened on same day if possible at 15.02.2016 at 16.30 hrs or any other suitable day.

1.	Name of work	:	Kalva Ward – Beautification of Garden in Chatrapati Shivaji Maharaj And Smashan Bhoomi Ward No. 46 (A).
2.	Estimated cost put to tender of work	:	Rs.17,58,509/- (to be spent in 2 Month)
3.	Cost of Tender Form	:	Rs. 621/-
4.	Earnest money	:	Rs.17,585/-
5.	a. Initial Security Deposit	:	3% of Estimated cost.
	b. Further Security Deposit	:	2% of Estimated Cost

6. Validity Period: The offer of the Contractor shall remain valid for 180 days.
7. The Tender Notice shall form a part of Contract agreement.
8. The Tenderer should furnished detailed information regarding status of his firm (i.e. proprietary, partnership, private ltd. or public ltd. company etc.) and also produce attested copies of the proof thereof. The Tenderer should also specify the authorized person who will be transacting with TMC Thane (Power of Attorney holder).
9. Right is reserved to revise or amend the contract document fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
10. The work to be executed is within the TMC limits.
11. Right is reserved to reject any or all tenders without assigning any reason thereof.

Contractor

No. of correction

Dy.Municipal Commissioner

EARNEST MONEY

- 2.1** Earnest money deposit for **Rs.17,585/- (Rupees Seventeen Thousand Five Hundred Eighty Five only)** along with the tender should be in the shape of receipted challan of TMC Thane or Crossed DD issued by Nationalized or Scheduled Bank in favor of the Commissioner TMC, Thane.

Department Code 2500 , Function Code -551, Budget Code - 413910

- 2.2** Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected.
- 2.3** The amount of earnest money will be refunded to the unsuccessful Tenderer on acceptance or otherwise of the tender

In case of the successful Tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful Tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to TMC Thane, besides other suitable actions.

TENDERING PROCEDURES

3.1 Issue of blank tender forms:

Blank tender papers can be download from the website of TMC, [www. thanecity.gov.in](http://www.thanecity.gov.in)

The tender submitted by the tenderer shall be based on the classification, additional facility issued (if any) by the DMC(Garden), TMC, Thane, and this tender shall be un-conditional. **Conditional tenderers will be summarily rejected.**

3.2.2 All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected.

3.3 Manner of submission of tender and its accompaniments:

Tender is to be submitted according to e-tendering procedure.

General information

There are Two parts of Tender Document namely: (two sets in each part–Original bid and First Copy) :-

First part	:	Technical Bid includes pre-qualification bid.
Second part	:	Commercial Bid.

The bidder is required to fill-out all the two bids of contract papers and upload them on-line within the stipulated time frame with proper tender ID.

For any enquiries regarding e-tendering procedure the tenderers are free to contact **E-Tendering cell,Citizen facilitation centre,ground floor,Thane Municipal Corporation,Thane**

Tender, duly filled and accompanying all supporting documents, should be submitted on-line on or before the given time after which no tenders would be accepted.

The bidders who are downloading the tender document from the internet must furnish the given tender fee on-line by challan.

The bids will be opened at the given address in the presence of representatives of the participating bidders as per the bid opening schedule mentioned earlier. The Pre-qualification Bids of only those bidders who have submitted the Tender document fees and EMD will be opened.

The Commercial Bids of only the bidders short- listed from the Technical bids will be opened. The bids will be opened on the scheduled date and time even in case of absence of the tenderers. Tenders shall be submitted fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms prescribed with this document shall be used for filling quotations. Incomplete, illegible and unsealed tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard.

The price and conditions of the offer should be valid for at least a period of 180 days from the date of tender opening.

Expected Expenses

The bidder is expected to bear the expenses for filing the tender.
The Tender Document is not transferable.

Proposal validity

Proposals shall remain valid for a period of 180 days. **Thane Municipal Corporation** shall reject the Proposal as being non-responsive if it is valid for a shorter period.

The EMD of **Rs. 17,585/- (Rupees Seventeen Thousand Five Hundred Eighty Five only)** is required to protect **Thane Municipal Corporation** against the risk of bidder's conduct, which would warrant the forfeiture of EMD.

The EMD shall be in the form of Demand Draft from any Nationalised Bank/Schedule Bank.

Thane Municipal Corporation reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

Bid currencies

Prices shall be quoted in INDIAN RUPEES, inclusive of all prevailing taxes.

2) Envelope No.1 (Technical Bid/ Pre-qualification Bid):

The Technical Bid shall contain the following information documents:

- 1) Pay Slip in the name of Thane Municipal Corporation for an amount AS PER NORMS towards the Tender Document Fee.
- 2) Demand Draft or Pay Slip in the name of Thane Municipal Corporation for an amount of **Rs. 17,585/- (Rupees Seventeen Thousand Five Hundred Eighty Five only)** as Earnest money deposit Challan or Crossed DD issued by Nationalised or Scheduled Banking favor of the TMC e-tendering.
- C) Technical Qualification Criteria: (No Consortium/ Joint Venture allowed)
 - i) Average Annual financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
 - ii) Experience of having successfully completed similar works (Definition of "similar work" is "Plantation of Avenue & Fruit Plants with its maintenance") during last 7 years ending last day of month previous to the one in which applications are invited should be either to the following:-
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
Or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
Or
 - c. One similar completed work costing not less than the amount equal to 80 % of the estimated cost.

Contractor

No. of correction

Dy.Municipal Commissioner

iii) Contractor should have Agriculture Graduate in his firm & firm having certificate / Paper showing In house Plant Nursery, Experience in Nursery Development & Management.

unfinished on the last date of submission of tender (in form number I)

j) Details of works of similar type and magnitude carried out by the Contractor with values of the work unfinished on the last date of submission of tender (in form number II)

k) Details of technical personnel on the rolls of the tenderer (In Form No.III).

If the Tenderer is a Private Limited firm, the tender shall be signed by the Power of Attorney holder of the firm. Original or Certified copy of the power of attorney along with the certified copy of the Articles of Memorandum of Private Limited firm shall accompany the tender.

The Joint Venture Bidding not allowed.

2) Envelope No.2 (Commercial Bid/Price Bid):

The second envelope cleared marked as" Envelope No.2" Name of Work , Tender Notice No. & Name and address of the Tenderer shall contain only the main tender including the common set of deviations/ stipulations issued by the TMC, Thane after the Pre-tender conference, if any, duly filled and signed by the Tenderer on each page. A tender submitted without this would be considered as invalid.

The Tenderer should quote his Item Rate Contract for the items mentioned at Page No.24 of this Tender document.

3.4 Submission of Tender:

The Tender should be submitted as per on line e-tendering procedure using website www.thanecity.gov.in

3.5 Opening of Tenders:

On the date specified in the tender notice following procedure will be adopted for opening of the tenders.

Envelope No.1:

Envelope No.1 of the Bidders will be opened first by the Bid Opening Authority to verify its contents as per requirement specified in Bid document. If various documents contained in this Envelope do not meet the specified requirement, Envelope No.2 shall not be opened. However, the right to ask for the missing / incomplete information is reserved by Thane Municipal Corporation. Envelope No.1 shall contain documentation in support of pre-qualification criteria. In case of Bidder qualifying all bid requirements, Envelope No.2 will be opened.

Envelope 2:

Envelope No.2 of only those Bidders who have fulfilled the requirements stipulated in Envelope No.1, above shall be opened by the Bid Opening Authority. Detailed scrutiny of the contents of envelope No.1 may take some time as it involves evaluating financial capabilities, technical capabilities, references, past performance of the Bidder etc. and soundness of the proposal and also asking for missing information, clarification or compliance with Bid documents. It may not be possible to open the financial bid on the same day of opening of Technical Bid / Envelope No.1. A suitable date and time for the opening of financial or commercial bid or Envelope No.2 will be intimated and it shall be opened in present of the Bidder.

3.6 Acceptance of Tender:

- 3.6.1 The successful Tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent licence issued in his favour under provision of the Contract labour. (Regulation and Abolition) Act 1970 before starting the work On failure to do so, the acceptance of the tender is liable to be withdrawn and Earnest money forfeited.
- 3.6.2 The Tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labourers engaged on the work, the wages as per Minimum Wages Act 1948, applied to the zone in which the work lies or any other prevalent Act.
- 3.6.3 The Contractor shall comply with the provision of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1979, and modification thereof or any law relating thereto, and rules made thereunder from time to time.
- 3.6.4 The tenderer whose tender is accepted is required to note that no foreign exchange will be released by the TMC Thane.
- 3.6.5 The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The tenderer shall also have to give a declaration to the effect that he has fully studied the site, work specifications, local conditions and availability of labour and materials and that he has quoted his rate with the considerations to all these factors.

3.7 SECURITY DEPOSIT:

- 3.7.1 The successful tenderer within seven days of the intimation to this effect shall have to pay 2% of accepted tender cost as Initial Security Deposit in cash/DD/ Pay Order/Bank Guarantee in favour of TMC from Nationalised Banks in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to TMC, Thane. The balance 2% of Security Deposit will recovered from the R.A. Bills.
- 3.7.2 All Compensation or other sums payable by the Contractor under the terms of this contract or any other agreement or any account may be deducted from his security deposit or from any sums which may be due to him or may become due to him by TMC, Thane, on any account and in the event of the security being reduced by reason of any such above noted deductions the Contractor shall within 10 days of receipt of notice of demand from the DMC(Tree), TMC Thane make good the deficit.
- 3.7.2 There shall be no liability on the TMC, Thane, to pay any interest on the security deposited by or recovered from the Contractor.
- 3.7.3 The Security deposit shall be refunded after completion of defect liability period described for this contract.

FORM NO. I

List of works tendered for and in hand as on the date of submission of tender.

Sr . No.	Name of work	Place & Work awarding agency	Work in hand			work tendered for			Remarks
			Tendered cost	Cost of work done	Stipulated date of comp as per Agg.	Estimated cost	Date When decision is expected	Stipulated date/period of completion	
				Cost of balance work	Anticipated date of completion				

FORM NO. II

Details of works of similar type and magnitude carried out by the Contractor.

Sr. No.	Name of work	Cost of work as per Agg. Cost of work actual	Date of starting	Stipulated date of completion as per Agreement	Actual date of completion	Remarks (specify penal actions if taken)

Contractor

No. of correction

Dy.Municipal Commissioner

--	--	--	--	--	--	--

FORM NO. III

Details of technical personnel with the tenderer

Name of tenderer :

Sr. No	Name of Person	Qualification	Whether working field or in office	Mode of Employment & experience	Period for which the person is working with the tender	Remark

Contractor

No. of correction

Dy.Municipal Commissioner

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Thane Municipal Corporation Thane (herein after called "TMC Thane") having agreed to exempt _____(herein after referred to as" the Contractor")from depositing with the TMC Thane in cash of the sum of Rs. _____(Rupees _____only)being the amount of security deposit payable by the Contractor or to the TMC Thane under the terms and conditions of an agreement dated the _____day of _____and made between the TMC Thane of the one part and the Contractor of the other part (here in referred to as "the said Agreement") for _____ as security for the due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the TMC Thane a guarantee in the prescribed form of a Scheduled Bank in India being in fact those present in the like sum of Rs. _____(Rupees _____) only. We _____ BANK / LIMITED registered in India under _____ Act and having one of our local Head Office at _____ do hereby:

1. Guarantee to the TMC Thane.
 - (a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said Agreement and
 - (b) Due and punctual payment by the Contractor to the TMC Thane of all sums of money, losses, damages, cost charges, penalties and expenses payable to the TMC Thane by the Contractor under or in respect to the said agreement.
2. Undertake to pay the TMC Thane on demand and without demand and notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding filed in any Court of tribunal relating there to the said sum of Rs. _____(Rupees _____) only) or such less sum may be demanded by the TMC Thane from us our liability here under being absolute and unequivocal and agree that.
3.
 - (a) The guarantee herein contained shall remain in full force & effect during the subsistence of the said agreement and the same will continue to be enforceable till all the dues of the TMC Thane under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the TMC Thane certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor.
 - (b) We shall not be discharged or released from the liability under this guarantee by reasons of
 - (i) Any change in the constitution of the bank of the Contractor, or
 - (ii) Any arrangement entered in between the TMC Thane and the Contractor with or without our consent ;

Contractor

No. of correction

Dy.Municipal Commissioner

- (iii) Any forbearance or indulgence shown to the Contractor;
 - (iv) Any variation in terms of covenants or condition contained in the said agreement;
 - (v) Any time given to the Contractor;

 - (vi) Any other conditions or circumstances under which, in law, a surely would be discharged;
- c) Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only) and
- d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the TMC Thane. IN WITNESS WHERE OF THE common seal of _____ has been herein to affixed this _____ day of _____ 2015 _____. The Common seal of _____ was pursuant to the resolution of the Board of Directors affixed in the presence of _____ who, in token there of, have here to set their respective hands in the presence of

1)

2)

FORM OF AGREEMENT

a. THIS AGREEMENT is made on the _____ day of between Thane Municipal Corporation. Thane hereinafter called "the Employees" of the One Part and _____(Name of Tenderer _____
_____(Mailing address of Contractor) "the Contractor " of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz., (Name of the Contract) and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Condition of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) All Tender Documents as issued by the Employer for this work.
 - b) All amendments to the tender documents as issued by the Employer prior to submission of the bids.
 - c) Acceptance letter issued by the Employer vide No. _____ and all correspondence exchange between the Employer and the Contractor upto the date of issue of acceptance letter as specifically referred to in the acceptance letter.
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion, of the Works the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties here to have caused their respective Common Seals to be here unto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said _____ By the said _____

Name _____ Name _____

on behalf of the Contractor on Behalf of the Employer

in the presence of : in the presence of:

_____ Name _____ Name _____

Address _____ Address _____

Contractor

No. of correction

Dy.Municipal Commissioner

**Form No.4
No Demand Certificate
On Contractor's Letterhead**

To,
DMC(Garden),
Thane Municipal Corporation, Thane.
Dr. Almeida Road, Panchapakhadi,
Thane.

Date:_____

Subject:-.....Name of work.....

NO DEMAND CERTIFICATE

This is to certify as under

We hereby confirm and assure in writing that we have no claim/demand of any amount from Thane Municipal Corporation in respect of the above said work which was awarded on us vide work order No._____ dated_____.

We indemnify Thane Municipal Corporation against any claim/demand. Any matter arises in future in respect of this contract from either our supplier, sub contractors or labourers that have contributed their services directly/indirectly for this contract.

Authorised Signatory

(_____ Name_____)

For_____ Name of Agency _____

**Form No.5
No Claim Certificate for Labour
On Contractor's Letterhead**

To,
DMC(Garden),
Thane Municipal Corporation, Thane.
Dr. Almeida Road, Panchpakhadi,
Thane.

Subject:-.....Name of work.....

NO CLAIM CERTIFICATE LABOUR

This is to certify as under

We hereby confirm that we have paid all the wages to all the labourers employed under this contract as per minimum Wages declared by the Govt. of Maharashtra.

In case in future any claim arises inadvertantly shall be dealt by us as we understood that this is our sole responsibility.

We indemnify Thane Municipal Corporation against any claim raised in future in respect of this contract from any labour deployed by us on the works under this contract.

Authorised Signatory

(_____ Name _____)

For _____ Name of Agency _____

1)Third Party insurance:

Before commencing the execution of the work the contractor (but without limiting his obligation and responsibilities under clause hereof) shall insure in the joint names of the employer and the contractor against any damage or loss or injury which may occur to any property or to any person (Including property and employees of the employer) by or arising out of the execution of the works or temporary works in the carrying out of the contract. Such insurance shall be effected with an Indian Insurance Company and in terms approved by the employer (Which approval shall not be unreasonably withheld) and for at least the amount shown in the Appendix to the tender and the contractor shall have to produced to the DMC(Garden) the policies of insurance and the receipt for the payment of the current premium Rs.5 (Five) Lacs has been indicated as liability for any one incident. This shall be restored back to same value after every incident-taking place till the completion of contract.

2)CERTIFICATION OF SUBSTANTIAL COMPLETION OF WORKS:-

On completion and taking over of works or a part of work exclusively stipulated in the contract documents, all accordance with requirement of the contract agreement and further subject to the condition that the completed works or items of work, as the case may be(in case of phase completion), the DMC(Garden) will issue substantial completion certificate for whole or part of the works as the case may be on receiving written request from the contractor . The substantial completion is defined as stage of the work when it has been completed and made ready of functional use although some minor points or insignificant items of work still remain to be completed, however, these minor points and insignificant items should not have any bearing on the functionality of the item provided always that the said substantial completion certificate being issued, prior to completion of whole of the works shall not be deemed to preempt requirement of reinstatement of any ground or surface, as may be necessary under contract provisions.

3)COMPLETION CERTIFICATE:-

The completion certificate shall be issued by the DMC(Garden) after completion of all minor works mentioned in substantial completion of work.

4) NO DEMAND CERTIFICATE:-

This certificate is to be submitted along with the final bill as per format under reference.

5) NO CLAIM CERTIFICATE FOR LABOUR:-

This certificate is to be submitted along with the final bill as per format under reference.

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I / We have made myself / ourselves thoroughly with the sub-soil conditions local conditions regarding all materials (such as stone, murum, sand source of water, etc.) and labour of which I /we have based my/our rates of this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I / we undertake to use only the best materials approved by the DMC(Garden), Thane Municipal Corporation, Thane or his duly Authorised assistant, before starting the work and to abide by his decision.

Signature of Contractor(s)

GENERAL DESCRIPTION AND SCOPE OF WORK

The Contractor shall be responsible for quality of work in entire Development and maintenance period within the contract. Quality Control shall be done as per Maharashtra P.W.D. Standard specification. All the records for the said work should be maintained by the Contractor. **The Contractor for maintaining records and handling of site should employ appropriate manpower for this work.**

Tenderer will be responsible also for security of Gardens, Plants etc. Tenderer will have to deploy sufficient well trained manpower,like Supervisor,Mukadam,Mali,Bigari in uniforms(so that they can be easily identified) having companies logo, name etc also showing/displaying their Identity Cards.

In case of any lack of supervision or default or lack of quality of work, penalty of upto 2% from the running bills for each such instance will be recoverable.

Contractor

No. of correction

Dy.Municipal Commissioner

CONDITIONS OF CONTRACT**CLAUSE 1 :- Security deposit**

The person/persons whose tenders may be accepted (herein after called the Contractor) shall (A) within 10 days (which may be extended by the Dy. Municipal Commissioner(Garden) concerned up to 15 days if the Dy. Municipal Commissioner(Garden) things fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Dy. Municipal Commissioner(Garden) in cash or approved securities endorsed to the Commissioner of some sufficient which will make up the full security deposit specified in the tender & (i) above & (B) permit TMC, Thane at the time of making any payment to him for work done under the contract to deduct such as amount to 2 %. Of all money so payable such deductions to be held by TMC, Thane by way of security deposits until the full amount of the security deposits is made up. All compensation or other money payable, by the Contractor to TMC, Thane under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposits or from the interest arising there from or from any sums which may be due or may become due by TMC, Thane to the Contractor under any other contract or transaction of any nature on any account what so ever and in the event of his security deposit being reduce by reason of any such deduction or sale as aforesaid the Contractor shall, within ten days thereafter, make good in cash or approved securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part there of the security deposits referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities.

If the amount of security deposits in lump-sum within the period specified at (A) above his not paid the tender/ contract already accepted shall be considered as cancelled & legal steps taken against the contractor for recovery of amounts. The amount of security deposit retained by the TMC, Thane shall be released after the expiry of period up to which the Contractor has to agree to maintain the work in good order is over.

CLAUSE 2 :- Compensation for delay

The time allowed for carrying out the work as entered in the tender should be strictly by the contractor. The contractor shall pay the compensation as an amount equal to 10 % or such smaller amount as Dy. Municipal Commissioner(Garden) may decide, of the amount estimated cost of the whole work as shown by the tenderer for everyday that the work remains uncommenced, or unfinished for more than two weeks.

CLAUSE 3 :- Action when whole of the security deposit is forfeited

In the case in which under any laws of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause. Also if the development work of any particular Garden or Island is unsatisfactory & the Dy. Municipal Commissioner(Garden) shall not with-standing that the work is in accordance with the special conditions mentioned. The Dy. Municipal Commissioner(Garden) have the rights to terminate the agreement by giving not less than 14 days notice in writing to the Contractor at any time of its intention to terminate the same or take appropriate decisions which are to be deem best suited to the interest of TMC, Thane.

CLAUSE 4 :- Action when the progress of any particular portion of the work is unsatisfactory.

If the progress of any particular portion of the work is unsatisfactory the Dy. Municipal Commissioner(Garden) shall not withstanding that the general progress of the work is satisfactory & entitled to take action as well as the contractor will have no claim for compensation, for any loss sustained by him owing to such action. In case of any lack of supervision or default or lack of quality of work, penalty of upto 2% from the running bills for each such instance will be recoverable.

Contractor

No. of correction

Dy.Municipal Commissioner

CLAUSE 5 :- Extension of time

If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Dy. Municipal Commissioner (Garden) before the expiration of the period stipulated in the tender.

CLAUSE 6 :- Final certificate

On completion of the work the Dy. Municipal Commissioner (Garden) shall furnish the contractor with the certificate.

CLAUSE 7 :- Mode of payment: As fixed during Agreement.**CLAUSE 8 :- Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Dy. Municipal Commissioner(Garden)**

The rates for several items on work estimated to cost more than Rs. 10,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications.

CLAUSE 9 :- Bills to be on printed forms

The Contractor shall submit all bills on the printed forms to be had on application at the office of the Horticulture-in-Charge. The changes to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions & not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

CLAUSE 10 :- Works to be executed in accordance with specification, drawing, orders, etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material & in every other respect in strict accordance with specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Horticulture-in-Charge.

CLAUSE 11 :- No claim to any payment or compensation for alteration in or restrictions of work.

If at any time after the execution of the contract documents, the DMC (Garden) shall for reasons whatsoever desires that the work or any part of the work specified in the tender should be suspended for any period of that the whole or part of the work should not be carried out at all, he shall give to the contractor shall forthwith suspend or stop the work wholly or in part as required. The Contractor shall have no claim to any payment or compensation for alteration in or restrictions of work.

In the event of any total stoppage of work on notice from the Dy. Municipal Commissioner(Garden) under sub clause, that withdrawal by the Contractor from the contractual obligations to complete the remaining unexecuted work on account of continued suspension of work for a period exceeding (90) days.

CLAUSE 12 :- Action & compensation payable in case of bad work

If any time before the security deposit or any part thereof is refunded to the contractor it shall appear, to the DMC (Garden) or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles, provided by him for the execution of the work are unsound or the quality inferior to that contracted for, or are otherwise not in accordance with the contract.

Contractor

No. of correction

Dy.Municipal Commissioner

CLAUSE 13 :- Work to be open inspection. Contractor or responsible agent to be present

All works under pursuance of the contract shall at all times to be open to the inspection & supervision of the DMC (Garden) & his subordinates, & Contractor shall at all times during the usual hours & at all other times at which reasonable notice of the intention of the DMC (Garden)& his subordinates to visit work shall have been given to the contractor, either himself be present to receive orders & instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractors duly authorize agent shall be considered to have the same force & effect as if they had been given to the contractor himself.

CLAUSE 14 :- Liability of Contractor for any damage done in outside the work area

Compensation for all damages done intentionally or in intentionally by Contractors labours whether in or beyond the limits of TMC, Thane property including any damage shall be estimated by DMC (Garden) or such other officer as he may appoint & the estimate of the DMC (Garden) shall be final & the Contractor shall be bound to pay the amount assessed compensation on demand, failing which, the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Dy. Municipal Commissioner(Garden) from any sums that may be due or become due from TMC, Thane to Contractor under this Contract.

CLAUSE 15 :- Employment and care of female labour :

The employment and care of female labourers for works is the responsibility of the Contractor.

CLAUSE 16 :- Weekly holiday :

As per rules and regulations weekly holiday shall be provided by the Contractor to his employees without suffering day to day operation and maintenance work providing alternative employees.

CLAUSE 17 :- Direction & Control of the the Dy. Municipal Commissioner(Garden), TMC, Thane

All development works to be executed under the contract shall be executed under the direction & subject to the approval in all respects of the Dy. Municipal Commissioner(Garden) of the TMC, Thane for the time being, who shall be entitled to direct at what points & in what manner they are to be commence & from time to time carried on. The decision of Dy. Municipal Commissioner(Garden) for the time being shall be final conclusive & binding on all parties to the contract upon all questions relating to the meaning of specification & instructions.

CLAUSE 18 :- Lumpsums in estimates

When the estimates on which a tender is made includes lump sum in respect of the work, the Contractor shall be entitled to payment in respect of items of work involved or the part of the work in question at same rates as are payable under this contract for such items, or of the part of the work in question is not in opinion of the DMC (Garden) capable of measurement, the DMC (Garden) may at his discretion pay the lump sum amount entered in the estimate.

CLAUSE 19 :- Contractors % whether applied to net or gross amount of bill

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

Contractor

No. of correction

Dy.Municipal Commissioner

CLAUSE 20 :- Compensation under Workmen's Compensation Act

The Contractor shall be responsible for and shall pay any compensation to his Workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) for injuries caused to the Workmen.

CLAUSE 21 :- Method payment

Payment to Contractors shall be made by cheques drawn on any Bank within the TMC limits convenient to them. There should not be any payment in cash.

CLAUSE 22 :- Maharashtra Act XIX of 1985 clause regarding turnover tax

The rates to be quoted by the contractor must be inclusive of all taxes. No extra payment on account of this will be made to the contractor.

CLAUSE 23 :- Wages to be paid to the skilled & unskilled labourers engaged by the contractor

The Contractor shall pay the labourer skilled & unskilled according to the wages prescribed by the Minimum Wages Act, 1948 applicable to the area in which the work of the Contractor carried out.

CLAUSE 24 :- The rates to be quoted by the Contractor must be inclusive of Sales tax. No extra payment on account of this will be made to the Contractor.

CLAUSE 25 :- Acceptance of conditions compulsory.

Any Contractor who does not accept these conditions shall not be allowed to tender for works.

CLAUSE 26 :- Contractor liable for the damage and for imperfection.

In the opinion of the DMC(Garden), the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the DMC(Garden) duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for ratifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the DMC(Garden). In the event of the contractor failing or neglecting to commence execution of he said rectification work within the period prescribed therefor in the said notice and/or to complete the same as aforesaid as required by the said notice the DMC(Garden) get the same executed and carried out departmentally or by any other agency at the risk and on account and at the cost of contractor. The contractor shall forthwith on demand pay to TMC, Thane of such cost-charges and expenses sustained or incurred by the TMC, Thane of which the certificates of the DMC(Garden) shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other right and remedies of the TMC, Thane the same may be recovered from the Contractor as the arrears of land revenue. The TMC, Thane shall also be entitled to deduct the same from any account which may then be payable or which may thereafter become payable by the TMC, Thane to the contractor either in respects of the said work or any other whatsoever or from the amount of security deposit retained by TMC, Thane.

Contractor

No. of correction

Dy.Municipal Commissioner

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

- 1.1 PROGRAM OF WORK The work is required to be completed within a period of 02 months & its maintenance for 03 months.
The contractor should submit his schedule of works on daily basis and before starting the work, he should give the detailed programmed/ schedule of work.
- 1.2 SUPERVISION & INSPECTION OF WORKS & QUALITY CONTROL
The contractor should bring the Plants at site well in advance and after checking it by the Horticulture-in-Charge and with his permission he should use it.
The contractor has to supply soil, and manure as and when told by the Horticulture-in-Charge on site.
The contractor should provide sufficient number of Lawn Movers, Khurpi, Sickles, Ghamelas, Phawada, Pickaxes, Water cans, Brooms, Garden Trovells, Garden Fork, Garden Shovels etc.
The contractor shall appoint a supervisor, who will report everyday to TMC's Horticulture-in-Charge and inform about the activities.
- 1.3 MISCELLANEOUS
The spraying of insecticides, pesticides and fungicides should be given as directed by the DMC (Garden).
The doses of chemical fertilizers, organic fertilizers should be applied as per the directives of the DMC (Garden).
Please note that all materials used shall be of high quality and damage to roads, footpaths, pavements, etc. should not occur. In case of any damage and or loss to TMC properties, the same will be recovered from the contractor's bills.
The contractor shall take all precautions during execution of works and shall not hamper movement of traffic on roads, footpaths etc.
The contractor's bills/works will have to be certified for satisfactory performance, by the concerned DMC (Garden).
Work should be carried out on all days including Saturdays and Holidays with following of rules and regulations concerning rights of labour.
The rates quoted by the contractor will remain firm during the entire period of contract. The contractor shall not be entitled to any compensation from the Corporation on any account.
All the personnel deployed for the above mentioned job shall acquaint themselves and comply with the safety rules and regulations.
TMC reserves the right to extend contract for the further period of 5 years beyond contract period at the same rates, terms & conditions without seeking permission from the party/contractor.
Notwithstanding the duration of the agreement, TMC will have a right to terminate the agreement by giving not less than 14 days notice in writing to the contractor at any time, of its intention to terminate the same. The Corporation shall however, be at liberty to terminate this agreement forthwith on the happening of :
- a. The contractor commits breach of any of the terms & conditions mentioned above.
 - b. The contractor's services are not found satisfactory.
 - c. The contractor commits or suffer to be committed any act which shall be prejudicial to the good name or interest of our company.
 - d. If the contractor or his firm is adjudged insolvent or any of his partners commits any act of insolvency or a compromise is entered into by contractor / his partner with your creditors or if a distress execution of other process is levied upon contractor's property and assets or those of his partners.
 - e. The contractor fails to render the service envisaged in this letter or
 - f. If for any act of the contractor leads to the conclusion that it is not in TMC's interest to continue with his service.

Take at all times due and proper precaution against accident or injury to the workers of any of them or to any person or persons of property whether arising from or occasioned by contractor's operations or otherwise and shall forth with repair. make good and defray any damage, loss cost charge or which may have occasioned to the works or to the TMC or to any person or persons or property injuriously affected thereby and shall be indemnified and same harmless and keep indemnified the TMC against all actions, suits, proceedings, claims and demand whatsoever by reason or an account thereof.

1.4 SCOPE OF RATES FOR DIFF. ITEMS OF WORK For item rate contracts, the contract unit rates for different items of work shall be payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the relevant sections of these specifications under "Rates". In the absence of any directions to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labour materials, wastage, temporary work, plants, equipments, overhead charges & profit as well as liabilities, risks etc. of general conditions of coract.

1.5 PAYMENTS

- a. Running Bills for creation of new parks and gardens, development of traffic islands, central medians and tree plantation shall be made with two payments – first running bill payment after assessing and measuring the work with ensuring satisfactory progress. Contractor should submit bills to the DMC (Garden) in appropriate forms.
- b. Final bill : the contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.
- c. In case of maintenance and operation of existing parks, gardens, traffic island and central mediance and care of planted trees shall be paid on quarterly basis as per contract rates.

Schedule - B

Name of Work: Kalva Ward – Beautification of Garden in Chatrapati Shivaji Maharaj And Smashan Bhoomi Ward No. 46 (A).

Sr. No.	Item	No.	Quantity	Total	Rate	Unit	Amount
A	Chatrapati Shivaji Maharaj Hospital						
		6	1606.80	1606.80			
		6	79.20	79.20			
		6	79.20	79.20			
B	Smashanbhoomi	1	14.00	14.00			
		1	28.00	28.00			
		1	344.25	344.25			
		1	14.30	14.30			
		1	12.65	12.65			
	Soft Landscape Area		2178.4	2178.4	0.00	Sq.Mt.	
1	Preparing instant Lawn :- Excavating the ground to a required depth of 20cms, removing & conveying unwanted stuff to a required distance as directed. Filling fresh garden soil/silt & manure in excavated area in 3:1 proportion to a height of 20 cms. Mixing garden soil and manure thoroughly well, leveling, watering on previous night. Planting required variety of lawn grass as directed and maintaining till well established by watering, weeding, clipping, rolling, etc. complete.	0	1525.00	1525.00	679.00	Sq.Mt.	1035475.00

Contractor

No. of correction

Dy.Municipal Commissioner

2	Preparing flower Bed:- Excavating the ground to a required depth of 30cms, removing & conveying unwanted stuff to a required distance as directed. Filling fresh garden soil/silt & manure in excavated area in 3:1 proportion to a height of 30 cms. Mixing garden soil and manure thoroughly well, leveling, watering on previous night. Planting seedlings of required annuals 25 cms. apart maintaining till well established by watering, weeding, Stirring, replacing of casualties etc. complete.	0	653.40	653.40	613.00	Sq.Mt.	400534.20
3	Unskilled Heavy Labour.(DSR-P-145/I-9) As per Mumbai D.S.R.(P.W.D.) for year 2012-13 page No.167.	250	250.00	250.00	300.00	Per Day	75000.00
4	Semiskilled Labour (Mali) (DSR-P-146/I-38) As per Mumbai D.S.R.(P.W.D.) for year 2012-13 page No.167.	150	150.00	150.00	450.00	PerDay	67500.00
5	Palm Varietes: Fox Tail Palm	60	60	60	3000.00	No.	180000.00
	Estimated Total Amount						1758509.20
	Say						1758509

Contractor

No. of correction

Dy.Municipal Commissioner

Annexure-V

Schedule of Penalties : Garden Work

The tenderer shall be subjected to following penalties for its failure to carry out during its Garden/Divider/Central Medians/Chowks Development & Maintenance contract period.

A. During Development Work :

Condition No.	Fault	Penalty per fault
1	Cleaning & Excavation not done as per specification	Rs.5,000/- per fault per site
2	Transportation of excavated material not done timely	Rs.1,000/- per fault per site/ visit
3	Filling of Soil : FYM with mixing in proportion 2:1 OR 3:1 ratio & depth not done as per specification of Item	Rs.5,000/- per fault per site
4	Planting of Lawn of suitable Variety not done as per specification	Rs.3,000/- per fault per site.
5	Planting of shrub of suitable Variety not done as per specification	Rs.2000/- per fault per site.
6	Planting of Flower bed of suitable Variety not done as per specification	Rs.1000/- per fault per site.
7	Planting of Creepers/Climbers of suitable Variety not done as per specification	Rs.1000/- per fault per site.
8	Planting of Planting small & medium size ornamental/ Flowering plant of suitable Variety not done as per specification	Rs.500/- per fault per site.
9	Planting of Planting Ground covers of suitable Variety not done as per specification	Rs.500/- per fault per site.
10	Not supplied well growned Vegetative Ornamental Plants as per specification	Rs.500/- per fault per site.
11	Not supplied well growned Flowering Ornamental Plants as per specification	Rs.500/- per fault per site.
12	Not supplied well growned Ground covers Plants as per specification	Rs.500/- per fault per site.
13	Not supplied well growned Ravenea Palm (Ravenea rivularis) as per specification	Rs.200/- per fault per Number
14	Not supplied well growned Fox Tail Palm(Wodyetia bifurcate) as per specification	Rs.200/- per fault per Number
15	Not supplied well growned Areca Palm (Chrysalidocarpus lutescens) as per specification	Rs.50/- per fault per Number
16	Not supplied Rocks with suitable colours & Shapes as per specification	Rs2000/- per fault per site.
17	Not supplied Pebbles with suitable colours & Shapes as per specification	Rs.2000/- per fault per site.
18	Not supplied well growned Rock Garden Plants as per specification	Rs.500/- per fault per site.
19	Not supplied well growned Date Palm (Phoenix dactylifera) as per specification	Rs.1000/- per fault per Number
20	Supply of well growned Seasonal flowering plant saplings of suitable variety etc.	Rs.500/- per fault per site.

A. During Maintenance Work :

Condition No.	Fault	Penalty per fault
1	Daily Cleaning & Watering not done properly	Rs.300/- per Site per visit
2	Lawn moving not done properly	Rs.300/- per Site per visit
3	Hedge/Shrub/Flower bed/Specimen plant/Trees pruning & shaping not done properly	Rs.300/- per Site per visit
4	Top dressing & earthing up with soil & Manure not done properly	Rs.300/- per Site per visit
5	Garden security not done properly	Rs.300/- per Site per visit
6	Insects/pests & Diseases control measures not done properly	Rs.300/- per Site per visit
7	Replacing Casualties not done properly	Rs.300/- per Site per visit

Contractor

No. of correction

Dy.Municipal Commissioner