



नाशिक महानगरपालिका नाशिक

कर आकारणी विभाग

दरपत्रक नोटिस क्र. ०१ सन २०२३-२४

१)	कामाचे नाव	Selection of Agency/ Software Solution Provider for Annual Maintenance of Property Tax Application Software for One Years along with Necessary Upgradation, Updation and Modification of the Existing Software.
२)	कामाची मुदत	१ वर्ष
३)	निविदा मिळण्याचे ठिकाण	ज्या कोणास सदरचे काम करावयाचे असल्यास त्यांचेकरीता निविदा.
४)	मनपाच्या संकेतस्थळावर कोरे फॉर्म मिळण्याची तारीख	दिनांक २५/०४/२०२३ ते ०१/०५/२०२३ दुपारी १५:०० वाजे पर्यंत
५)	दरपत्रक लिफाफा जमा करण्याची अंतिम तारीख व ठिकाण	दि. ०२/०५/२०२३ रोजी दुपारी १७:०० वाजे पर्यंत कर आकारणी विभाग, तळ मजला, राजीव गांधी भवन, शरणपुर रोड, नाशिक महानगरपालिका, नाशिक येथे जमा करावे.

-: अटी शर्ती :-

लिफाफा मध्ये सादर करावयाचे कागदपत्रे :

- १) सिल बंद पाकिटात दिलेल्या नमुना नुसार मक्तेदाराच्या फर्मच्या लेटर हेड वर देकार ऑफर सादर करणे बंधनकारक.
- २) निविदा देकार संच दिलेल्या मुदतीत प्राप्त न झाल्यास याची सर्वस्वी जबाबदारी मक्तेदाराची राहिल.
- ३) निविदाधारकांनी सर्व करासहीत (व्हॅट, एल.बी.टी., व इतर करा सह) देकार दर भरणे आवश्यक आहे. नमुद केलेल्या देकार दराव्यतिरिक्त कोणताही जादा कर अदा करता येणार नाही.

सादर केलेले निविदा देकार लिफाफा दिनांक ०२/०५/२०२३ रोजी दुपारी १७:३० वाजे नंतर शक्य झाल्यास उप आयुक्त (कर), मनपा यांचे दालनात हजर असलेल्या मक्तेदारांच्या समक्ष उघडण्यात येतील.

कोणतेही कारण न देता देकार ऑफर स्विकारणे अथवा नाकारणे याबाबतचे अंतिम अधिकार उप आयुक्त (कर), नाशिक महानगरपालिका यांना राहतील.

Sd/-

उप आयुक्त (कर)

नाशिक महानगरपालिका, नाशिक



नाशिक महानगरपालिका नाशिक कर आकारणी विभाग

दरपत्रक नोटिस क्र. ०१ सन २०२३-२४

कामाचे नाव :- **Selection of Agency/ Software Solution Provider for Annual Maintenance of Property Tax Application Software for One Years along with Necessary Upgradation, Updation and Modification of the Existing Software.**

देकार ऑफर

अ.क्र.	तपशील	एकुण र.रु.
१)	Selection of Agency/ Software Solution Provider for Annual Maintenance of Property Tax Application Software for One Years along with Necessary Upgradation, Updation and Modification of the Existing Software.	
	एकुण र.रु.	

(अक्षरी र.रु. -----)

देकार ऑफर मध्ये सर्व अटीशर्तीचे तसेच नियमांचे, मी वाचन केले असून ते मला मान्य असल्याने वरील प्रमाणे सर्व करासहीत देकार ऑफर दर सादर केला आहे.

ठिकाण :

दिनांक :

मक्तेदाराची सही/शिक्का

Sd/-
उप आयुक्त (कर)
नाशिक महानगरपालिका, नाशिक

Selection of Agency/ Software Solution Provider for Annual Maintenance of Property Tax Application Software for One Years along with Necessary Upgradation, Updation and Modification of the Existing Software.

(A) BRIEF SCOPE OF WORK:

- i. Annual Maintenance of Property Tax application Software for NMC
- ii. Upgradation, Updation and Modification of the Existing Software as when directed by NMC
- iii. Implementation of new changes in the application software as and when any new Business rules and deployment, logic processes etc. comes into effect.
- iv. Changes in existing forms & reports of various modules as needed from time to time as required by the NMC.
- v. Tuning and code changes for optimal performance.
- vi. Module Version Control of both Intranet and Internet Application Software.
- vii. Debugging & fixing of problems arising in the running applications.
- viii. Migration of Survey Data into Property Tax Software as directed by NMC.
- ix. All reports Upgradation, Updation and Modification.
- x. March End Process should be simple and timeless.

Onsite Support

The Agency shall have established or ready to establish setup and office with all modern facilities in Nashik or the successful Agency should be responsible to establish the set up in Nashik within One Month after receipt of the work order and If Necessary a shall depute Adequate experts for the work along with other ancillary staff during execution of this work as an when required by NMC. These Experts will be made available seating space in Main office of Rajiv Gandhi Bhavan in the TAX Department.

The Agency shall be responsible for executing the entire work as per the Tender & Agreement.

(B) PRE-QUALIFICATION CONDITIONS:

- a. The Agency should be a registered firm having its presence in Software development Industry since last 3 years. Attested copy of the registration of the firm or shop act license should be submitted along with the bid
- b. The agency shall be well established, reputed and experienced vendor of Software development & Maintenance.
- c. The Bidder should not be declared insolvent or black listed by any authority.
- d. Joint Venture / Consortium in any Form will not be allowed.

Detail Scope of Work

The Software Agency/ firm (hereafter referred to as "Service Provider", "Selected Agency", "Agency" , "Vendor", and "Bidder") should Maintain and Update Property Tax, application Software for One Years along with Necessary Updatation & Upgradation and Modification of the Existing Software for Nashik Municipal Corporation (NMC)

The Scope of work includes but not limited to:

- i. Annual Maintenance of Property Tax Application software for NMC
- ii. Upgradation, Updation and Modification of the Existing Software as when directed by NMC
- iii. Implementation of New changes in the application software as and when any new Business rules and deployment, logic processes etc. comes into effect.
- iv. Changes in existing forms & reports of various modules as needed from time to time as required by the NMC
- v. Tuning and code changes for optimal performance.
- vi. Module Version Control of both Intranet and Internet Application Software.
- vii. Debugging & fixing of problems arising in the running applications.
- viii. System and user documentation of both Intranet and Internet Application
- ix. Hand holding training to the end-users and systems personnel.

1. Detail Scope of Work

- i. Maintenance of Property Tax application Software of NMC
- ii. Implementation of new changes in the application software as and when any new business rules and deployment, logic processes etc. comes into effect.
- iii. Changes in existing forms & reports of various modules as needed from time to time as required by the NMC
- iv. Tuning and code changes for optimal performance.
- v. Module Version Control of both Intranet and Internet Application Software.
- vi. Debugging & fixing of problems arising in the running applications.

2. Opening and Closing Process (Code, Sub-ward & Ward wise) in time limit per year as per required by the NMC. Also Data tally of this process per month Code, Sub-ward, Ward and Division wise.

3. Bill Generation Process - After Opening and Closing Process, the Billing Process modules should needed so that Bill Generation for printing as per NMC requirement of all division will be done in one day.

4. Notice Generation Process - Notice Process modules should needed so that Notice Generation for printing as per NMC requirement of all division within time limit.

5. Property Tax - Demand and Assessment Register Generation per year of all division sub-ward, ward wise. Which include Summary of Opening and Closing balance, Total Property, 127 Generation in year, Less Order, Change in Use, Name. Name correction, etc. as per required by the NMC.

6. Additional Scope Of Work

a. **Immediate Generation of Current Demand :**

The Current Demand Notice should be generated by the system immediately in the 1st week of April after the Closing of the previous Financial Year A separate Offline Software utility to be developed by the Agency to generate these demands

b. **Final Notice (Antim Suchana Patra)**

A separate offline utility to generate the Final Notice (Antim Suchana Patra) division wise , ward wise to be developed by the Agency .

c. **Facility to Download in Pdf Format for Bulk Printing.**

A separate utility with the facility to download the current demand Notice, Final Notice in pdf format for bulk printing purpose should be provided in the software , The facility to adjust the format of Current Year Demand Notice and Final Notice as per the printer should be provided in the software by the Agency .

d. **Facility to Revise and Offer Rebate / Discount (Kami Maafi) in the Arrears and Property Tax with Audit Trail of Changes**

The Provision of Revision of the Demand by offering Rebate / Discount in the Arrears of Property Tax (Kami Maafi) as per the Process and Procedure as directed by Deputy Municipal Commissioner (Tax) should be provided in the Software . The audit Trail of all the Changes should be maintained and all the Change process should be captured in the software and facility to generate the report of changes should be provided in the Software system by the Agency.

e. **Facility to Upload The Scan Orders**

The Facility to upload the Scan Orders as per the index number should be provided in the Software, The facility to view the scanned order should be provided to the Divisional Officer, Ward Inspector and the concerned Citizen.

f. **Automation of Generation of Demand after Revision Order and automatic Levy of Penalty**

Once the Demand is corrected and the order is issued, The Generation of the Corrected Demand as per the Revised Order should be automated, If the Citizen Fails to pay the demand in the given prescribed time limit then the facility to automatically levy the Penalty should be provided in the software.

g. **Levy of Penalty as Per Clause 41 of MMC Act**

Provision to Levy Penalty as per Clause 41 of MMC Act should be given in the software

h. **Central Government Properties with Service Charge**

Central Government Properties which fall under the service charge should be exempted from the Penalty /Notice / Warrant

i. Provision in the software for Automated Reconciliation of all the Transaction and Changes with various MIS Report for Third Party Audit

At the End of Every Financial year after Closing, Automated Reconciliation of all the transactions with respect to the Bank entries should be provided in the software , the facility to generate

- I. Demand Register
- II. Division wise , ward Wise demand Register
- III. Change in Name
- IV. Correction in Name
- V. Hypothecation Details for Loan on Property
- VI. Solar Rebate
- VII. Discount / Revision in Demand and Arrears
- VIII. Special Notice
- IX. Change in Use
- X. Excess Area
- XI. Property on Rent
- XII. Annexure/Forfeiture of Property
- XIII. Other Changes

Should be provided in the Software

The reconciled Statement / MIS Report of all the Changes and Transactions throughout the Financial Year as per the given format should be generated from the software for third party Audit by Various Agencies.

j. First In First Out

The facility of first in and first out to be provided in the software for assessment and other processes and demand Notice Generation etc.

k. Integration with Town Planning Department of NMC

The Software should be linked with the Town Planning Department to capture the newly generated completion certificates and area statements for assessment of properties for property tax purpose.

l. The employee can work only in the assigned area (Sub ward wise).

- Assessment
- Assessment Property
- Print Assessment
- Old Extension
- Tower Updation
- Assessment Register

- Manage Property
 - Print 127
 - Property Objection
 - Approve Change Name
 - Change Property Address
 - Mortgage Property
 - Disputed Property
 - Revision Entry
 - Print Sanction Report
 - Solar Application
 - Print Extension 127
 - Audit Objection
 - Remove Property Objection
 - Society Notice
 - Add Army Exemption
 - Architecture Assessment
 - Manage Architecture Assessment (F)
 - Update Contact
- m. Login:** Security, designation wise auto permission, add employee id no when new user creation.
- n.** An API will have to be created to connect with the civic center for applications such as name change, objection application, loan encumbrance record etc.
- o.** Creation of revised 127 after every 3 years and 5 years as mentioned therein of mobile towers.
- p.** While correcting the name, only three to four words will be changed, not the entire name.
- q.** in reports while showing sub ward the employee which are allocated his name should be shown
- r.** The demand register contains the number of name change cases, new property, increased property, change of use, loan, cheque bounce, less demand, Larger Premises property number, their information according to index no. Residential, Non-Residential, Industrial, Open Plot, Hospital, Government and Semi-Government, Central Government Ruler, Municipality etc. Summary regarding.
- s. changes in the case of the architect module –**
- Integrate Bungalow tab in architecture page.
 - Provide delete functionality for assessment added by architecture in master table.
- t.** If any assessment, extension, or less calculated wrong by mistake, give provision to revert back to previous condition.
- u.** Implementation of Shasti Automatic.
- v.** Reports have to be modified according to the changing government rules (All reports will be downloaded in PDF or Excel.)
- w.** Once the Property tax bill/notice is generated, send it to the customer in PDF format via WhatsApp
- x.** The WhatsApp and SMS system will continue to function, and if there are any changes in it from time to time, it will have to be modified accordingly.

7. Training Process - Software application training should be arranged for staff as per suggested by NMC.

8. User Control - As per requirement of NMC user role must be defined and role use control the work should be done. (include for application and software.)

- System and user documentation of both Intranet and Internet Application

Detailed list of tasks to perform in whole financial year is as follows:

- Implementing and integrating payment gateway for online payment collection for Debit Card, Credit Card, Online Banking also for UPI.
- Taking care of the failed online transaction, generating necessary receipts in case of success and if not generated while payment.
- Supporting for smooth functionality of software modules and related processes and reports.
- Generating reports as per guidelines of Hon. Commissioner and Deputy Municipal Commissioner which needs to be submitted to Governing Authorities as and when required, helping in various state government audits related to the tax collected for state government.
- Making necessary changes in the software as per Governing Authority Guidelines and amendments in the act.
- Supporting Nashik Municipal Corporation, cash collection centers, CFC, and Bank collection users, if any issue arises in the software.
- To communicate and liaison with Data Centre about the performance of the servers, related to software and databases.
- Performing financial year end process and closing of account and opening for new financial year also generating demand for the particular financial year.
- Ensuring 99.5% uptime of the software.
- Imparting training to new users and existing users on new changes from time to time as may be required and demanded by the Bank and/or NMC officials

DETAILED ROLES & RESPONSIBILITIES OF THE BIDDER

- The bidder shall maintain both Intranet and Internet Application so as to ensure its effective day to day operational usage. The job includes support maintenance to the Application related modules.
- The successful bidder shall debug and fix the operational problems, perform error handling while running the Application by users at Sites.
- The successful bidder shall generate additional reports and modify existing reports & queries, as per user's requirement

- The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.
- The successful bidder shall designate one of the onsite resource as Team Lead who will be single point contact for day-to-day maintenance and management of the applications.
- **Project Management:** The successful bidder shall nominate one Off-site Project Manager for NMC. The Project manager shall visit NMC once every fortnight and as-and-when required for periodic review of the project. Similarly Customer shall identify Project Manager for his side separately. The responsibility of the Project Manager of either side is to review the ongoing and uniform operation of the Application at Sites and to permit SOFTWARE changes subject to written approval of competent authority and to record all relevant MIS data related changes for smooth operation of the Application at Sites.
- Status of the project shall be reviewed by the Officer – In- Charge once in a month with respective Project Manager of either side and shall be recorded.
- The successful bidder will be responsible for data integrity. The successful bidder will also identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission. Data to be corrected upon confirmation from the user(s).
- Any Interface Software routines by which data is populated from other System to the Application Software, the successful bidder shall provide the support maintenance to the Interface as long as it is compatible with the database structure of the Application Software.
- The successful Bidder shall document all the changes incorporated in the application software and also improve the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
- The successful bidder and its manpower deployed and involved in support maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the NMC on their part.
- The work of maintenance / development will be carried out on the basis of PR (problem report) to be issued by the members of the core team of NMC of the particular and respective departments The job assigned will be marked as minor/ normal or major as per mutual discussion. The minor problems will be attended with immediate effect. The normal problems will be attended in day's time and the time frame for the major problems will be finalized with mutual discussion. The time frame once finalized will be binding on the development team.

- The software engineers must have knowledge and working experience of J2EE, expertise in PHP/ Mysql, Zend Frame work, Code Ignitor, JAVA / PLSQL programming. They should be well conversant with J Developers, JBoss, Forms & Report Builder, and Toad, Deployment of Web application on Oracle platform, Database server / application server and system OS level knowledge.
- The developer's team as appointed by the vendor will observe NMC duty hours and calendar of holidays. However, in exceptional cases, the developer's team will have to work beyond normal working hours as well as on holidays.
- The software engineers engaged for the maintenance support will be required to learn the details of Intranet and Internet application for initial four weeks period. The actual maintenance support for the same will start after the learning period is over. The time spent during learning period will not be charged to the NMC.
- The service provider will provide the bio data of the software engineers engaged for the maintenance support for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide a suitable substitute, if required. Any change of software engineer during the period of contract should be done only with the prior consent of NMC, For whatsoever reason provided the target for schedule of work not suffered.
- The service provider will not have the right to use/ reproduce all the software in whatsoever manner even after the end of this contract.
- The service provider shall be responsible to ensure that all the persons employed by them in execution of the work in connection with the execution of this contract shall not describe to any third party, without prior permission, any information furnished to them by the NMC or which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
- The service provider shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract. The service provider shall extend full operational support in respect of such system component during the warranty period and shall undertake to remove all bugs that may be noticed during this period.
- At the end of the contract period, the service provider shall provide the soft copy of source code and the details of new program developed within the scope of work / changes in the existing program, their function, flow charts and operational procedure.

Classification of activities:

- Maintenance
- Bug fixing

- Enhancement/Modification
 - Optimization
 - Data validation/correction
 - Documentation
 - Reports & MIS
 - Training
- **Maintenance:** The vendor should maintain both intranet and internet applications including database(s). The source code of the project will remain property of NMC
 - **Bug fixing:** The vendor will remove the bugs that are already identified/ will be identified during the contract period. The list of already identified bugs shall be shared at the time of start of contract.
 - **Enhancement/ Modification.** The vendor will enhance/ modify the existing code as per changes in requirements/ change in business rules/ as and when required by the NMC.
 - **Optimization:** The vendor will review the existing code and modify so as to increase the efficiency of the application. A detailed report of proposed changes and risks involved along with the implications will be handed over to NMC and approval will be sought before making necessary changes.
 - **Data validation/ correction:** During the tenure of the contract, as and when required, the vendor would perform data validation/ correction to enable smooth operations of NMC. The successful bidder will be responsible for data integrity. The successful bidder will also identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.
 - **Documentation:** The vendor would prepare a detailed user document, administration document for the software and also incorporate any changes made during the tenure of the contract in the documents.
 - **Reports & MIS:** The vendor would generate reports based on user requirements from the data available in the database.
 - **Training:** The vendor would train the users in the newly developed modules as and when required/released. The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.
 - Vendor should maintain the application software by versioning and maintaining tracks of all the changes made to the software. At the end of the contract period, the vendor would hand over the code along with all the versions to NMC

- In addition, the vendor is expected to appraise and advise NMC of current trends and best practices in the market in relation to the application software and components being used by NMC.

Minimum Qualifications & Experience for key Resources

The following are minimum qualifications and experience for key resources required to necessary Upgradation, Updation and Modification the softwares and solutions . The team composition for should consist of at least a One Senior Software Expert and Developer and one Assistant software developer and programmer.

Sr.No.	Role	Min. Qualification & Experience
1	Senior Developer / Programmer	<ul style="list-style-type: none">• B.E. / B.Tech/MCA/MCM in computer,• 3+ Years of experience in Software Development• Well versed with PHP 5 , Zend Frame work, Mysql and other Software programming languages.• Hands on experience of development of at least 2 Online applications in PHP 5 Zend Frame work with Mysql database. with 50 plus concurrent users
2	Assistant Developer/ Programmer / BA	<p>B.E. / B.Tech/BCA/BCS in computer 2+ Years of experience in Software Development Well versed with PHP 5 , Zend Frame work , Mysql and other Software programming languages . Hands on experience of development of at least 1 Online application in PHP 5 Zend Frame work with Mysql database. with 50 plus concurrent users</p>

The above mentioned list of the Experts is only indicative but not Exhaustive, if any additional Experts are required then also it will be the responsibility of the Agency to appoint the said experts and get the Job Completed within the given time limit.

GENERAL TERMS & CONDITIONS

1. THE TENDER MUST BE UNCONDITIONAL.
2. The final price should be inclusive of all the components mentioned in the tender.
3. The Agency should quote for all the items and components as mentioned in the price schedule.
If found incomplete the offer will be liable for rejection.
4. **Agreement Format** : The Agency will have to enter in to agreement with NMC by signing Agreement contract stipulated & Finalised by NMC. The agreement shall also include the final consensus reached among the parties.
5. **Restriction for Agency** : Appointed Agency is expected to provide professional, objective and impartial advice and at all times hold NMCs interest paramount over his own corporate interests. The Agency shall not be hired by NMC for any other assignment that may place him in a position of not being able to carry out the assignment in the best interest of NMC.
6. **All taxes and expenses included:** The price bid shall include all taxes, levies and duties viz. GST , IT, ST, MST, VAT, service tax, LBT ,works contract / turnover tax, excise duty, octroi etc or any other Local , State , or Central tax as may be applicable during the submission of the price bid or during the contract period. Any statutory increases in any type of taxes and duties or imposition of any new local , state , or central taxes during course of work shall be borne by

the Agency with out claiming any reimbursement from NMC. The price bid shall also include expenses of travel, lodging and boarding of the Agency's staff and all other expenses of any nature required to be incurred for conductance of the work included in the scope of services.

7. Justification for financial offer : It is expected that the Agency shall go through all the details of task and activities implied in his technical proposal before making his price bid and based on detailed analysis of man power input, costs and expenses involved in each of the items, quote his offer. At the tender evaluation stage, if called upon to do so, the Agency shall be in a position to justify reasonableness of any part of his offer relating it to his technical proposal with reference to the tasks, activities, resources inputs and rates / costs considered by him in his analysis. In case the Agency is unable to provide rational justification for any part of his offer, his bid is likely to be rejected.

8. Data Collection, Entry and its validation : The agency shall collect all the required data of the various departments as mentioned in the detail scope of work required to Maintain the software They should prepare all the MIS reports as directed by the Officer In Charge and as per directions from the State Government & Central Government relevant GRs and Rules etc complete

9. Liquidated Damages :-

The Agency shall be liable to pay the Liquidated Damages (L.D.) to the extent of 10% of the cost of the work offered by the Agency. The Liquidated Damages shall be imposed on the Agency by the Officer - In - Charge , NMC on account of non-performance or unsatisfactory performance by the Agency to execute the said project and non-compliance of the instruction issued to the Agency. Before imposition of the liquidated Damages the Agency will be served 10 days show cause notice to that effect and may be given hearing by the Engineer Incharge. The decision of the Engineer Incharge regarding imposing the LD. shall be final and binding on the Agency.

10. Termination of the Contract

- Termination of the contract due to Agency Event of Default
- The NMC shall be entitled to terminate this contract either on account of an Event of Default shall do so by issue of a notice in writing ("Termination Notice") to the Agency.
- The NMC on such notice shall have powers to
 - Take possession of the work done so far by the Agency.
 - Undertake an assessment of the works and other aspects of the project to ascertain the amount of work completed by the Agency and assess the Compensation payable by the Agency to the NMC. Officer In Charge would undertake the assessment of the said compensation.

- Carry out the remaining incomplete work by deploying another suitable Agency at the discretion of the Commissioner, NMC and at the risk and cost of the Agency.
- The Agency shall forfeit his security deposits to the NMC without prejudice to the NMC's right to recover from the Agency any amount that may be due to it.
- The Agency shall have no claim to compensation to any loss sustained to him by reason of his having purchased or procured any material or entered into any commitments or made any advance on account of or with a view to the execution of the project of the performance of the contract and the Agency shall not be entitled to recover or be paid any sum for any work actually performed under the contract.
- The NMC shall determine the extent of amount, if any, is payable to the Agency for the value of the work executed by him up to the time of cancellation. This valuation shall be based on the Schedule of Payment mutually agreed at the time of Agreement.
- In the event of Agency failing to discharge his liability, the Commissioner, NMC has the right to initiate appropriate legal proceedings to recover such dues.

11. Settlement of Disputes:

- a. If any dispute or difference or claims of any kind arises between the NMC and the Agency in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them. No third party intervention other than that of the court of law is allowed.
- b. If any dispute arise out of the contract of the said project that shall be referred to the Court of Law at Nashik only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation. The dispute (if any), shall be subjected to Nashik Jurisdiction only.

12. FORCE MAJEURE

a) General : Force majeure event shall mean any event or circumstance or a combination of the events and circumstance set out hereunder, of the consequence(s) thereof which materially and adversely affect the party claiming force majeure [affected party] from performing its obligations in whole or in part under this agreement.

a) Acts of god, storm, cyclone, hurricane, flood, landslide volcanic eruption or fire (to the extent originating from a source external to the project) affecting the construction or operation of the project facilities and services.

- b) Radio active contamination, ionizing radiation
- c) Epidemic, famine
- d) Strikes, boycotts or other forms of labour unrest interrupting supplies and services, (excluding strikes or boycotts by employees, agents or representative of an affected party, or its Agency or attributable to any act or omission of any of them)
- e) Any failure or delay in performance by the Agency, but only to the extent caused by another force Majeure event.]
- f) Late delivery of machinery, equipment, material, spare parts or consumables for the project but only to the extent caused by another Force Majeure Event.
- g) An act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/ explosion, politically motivated sabotage or civil commotion.

b) Notice of Force Majeure Event :

a) The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("the Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) days of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this contract.

b) The Notice shall inter-alia include full particulars of:

i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;

ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this contract;

iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and

iv) any other relevant information.

c) Period of Force Majeure : Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure event.

d) Performance Excused : The Affected party, to the extent rendered unable to perform its obligations under this contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

e) Resumption of Performance

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this contract.

f) Costs, Revised Time Table:

a) Costs : Each party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

b) Extension of time/period : The Affected party shall be granted by the other Party, extension of time specified in this contract for the performance of any obligation by such period not exceeding the period during which the Force Majeure Event affected the relative performance. Such extension may include extension of the License period by the NMC in appropriate cases.

g) Termination Due to Force Majeure Event : If the period of Force Majeure continues or is in the reasonable judgment of the Parties, likely to continue beyond a period of 180 days, the Parties may mutually decide to terminate this contract or continue this contract on mutually agreed revised terms.

h) Events of Default : The Agency Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event:

i. the Agency's failure to perform or discharge any of its obligations in accordance with the provisions of this contract.

ii. any representations made or warranties given by the Agency under this contract is found to be false or misleading.

iii. Agency shall offer or give or agree to give to any person associated in any manner whatsoever with the NMC , any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the project or any other contract from the NMC.

iv. Agency has obtained the project contract from the NMC as a result of ring bidding or other non-bonafide methods of competitive bidding.

v. the Agency being an individual or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (Other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any /Insolvency Act for the time being in force for the sequestration of his estate or if a NMC deed be executed by him for his creditors.

Or

the Agency being a company ,shall pass a resolution or the Court shall make an order for the liquidation of his affairs or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or a Manager,

vi. levy of an execution on his goods and allow it to be continued for a period of 90 days,

vii. the Agency engaging or knowingly allowing any of its employees, agents, Agency or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this contract.

i) Obligations during the remedial period

During the Remedial period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

13. Progress of Work:

The successful Agency shall forth with submit the detailed program of the execution of the said project; the program shall include all the major events and shall indicate its starting and completion dates. The Agency should note that this dates should be strictly observed.

14. Forfeiture of Security Deposit

In any case in which under any clause or clauses of this contract the Agency 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 Agency or any other clause, the Officer In Charge on behalf of NMC shall have power to adopt any of the following courses as he may deem best suited to the interest of NMC.

a) To rescind the contract (of which rescission notice in writing to the Agency under the hand of the Engineer Incharge shall be conclusive evidence) and in that case the security deposit of the Agency shall stand forfeited and be absolutely at the disposal of NMC.

b) To carry out the work or any part of the work departmentally debiting the Agency with the cost of the work expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the Agency under the terms of the contract. The certificate of the Engineer Incharge as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Agency.

c) To order that the work of the Agency be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another Agency to complete in which case all expenses incurred on advertisement for fixing a new contracting Agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract Agency will be debited to Agency and the value of the work done or executed through the new Agency shall be credited to the Agency in all respects and in the same manner and at the same rates as if it had been carried out by the Agency under the terms of his contract. The certificate of the Engineer Incharge as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new Agency and as to the value of the work so done shall be final and conclusive against the Agency

In case the contract shall be rescinded under clause (a) above the Agency shall be entitled to recover or be paid any sum for any work there to for actually performed by him under this contract unless and until the Engineer Incharge shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause

(b) or (c) being adopted and the cost of the work executed departmentally or through a new Agency and other allied expenses exceeding the value of such work credited to the Agency, the amount of excess value shall be deducted from any money due to the Agency by

the NMC under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided

however, that the Agency shall have no claim against Government even if the certified value of the work done departmentally or through a new Agency except the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Engineer Incharge the Agency shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured of any materials, or entered into any engagements or made any advance on account of or with a view of the executions of the work or the performance of contract.

The Security deposit shall be refunded to the Agency on satisfactory completion of the project. The security deposit shall be refunded in the manner as stated in the Tender

15. Liability Of Agency For Any Damage Done In Or Outside The Work Area

Compensation for all damages done intentionally or unintentionally by Agency's labour whether in or beyond the limits of NMC property including any damage caused by the spreading of fire shall be estimated by the Engineer Incharge or such other officer as may be appointed by NMC and the estimate of that officer subject to the decision of the Engineer Incharge, NMC on appeal shall be final and the Agency shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the Agency as damaged in the form of penalty by the Engineer Incharge, NMC and if the penalty is not paid within 15 days, the 2 % interest will be charged per month on the amount of penalty.

16. Compensation under workmen's Compensation Act or any other law in force

a. The Agency shall be responsible for and shall pay any compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) or any other statute in force for injuries caused to the workmen. If such compensation payable is paid by NMC as principle under Sub-section (1) of Section 12 of the said Act on behalf of the Agency, it shall be recoverable by the Engineer Incharge, NMC from the Agency under sub-section (2) of the said act.

b. The Agency shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the Engineer Incharge, NMC, the same shall be recoverable from the Agency forthwith and be deducted without prejudice to any other remedy of NMC from any amount due or that may become due to the Agency.

c. The Agency should follow all the labour laws.

d. The Agency shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

- i. The workers shall be required to use the equipment so provided by the Agency and the Agency shall take adequate steps to ensure proper use of the equipment by those concerned.
- ii. When work is carried on in proximity to any place where there is a risk or danger, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- iii. Adequate provision shall be made for prompt first – aid treatment of all injuries likely to be sustained during the course of the work.
- e. The Agency shall duly comply with the provisions of 'The Apprentices Act, 1961' (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act of the said rules and on his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said rules.

17. Defect Liability

The Defect liability period for the entire work shall be 12 calendar months from the date of completion of the AMC Period .

- a. If at any time during the aforesaid period the said work is found defective in any manner whatsoever, the Agency shall forthwith on receipt of notice in that behalf from the Officer In Charge NMC , The Agency to duly commence rectification work and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including all the necessary corrections to be made in Software strictly in accordance with and in the matter prescribed and under the supervision of the Officer In Charge.
- b. In the event of the Agency failing or neglecting to commence execution of the said rectification work within the period prescribed there for in the said notice and / or to complete the same as aforesaid as required by the said notice, the Officer In Charge, NMC shall get the same executed and carried out departmentally or by any other Agency at the risk on account and at the cost of the Agency.
- c. The Agency shall forthwith on demand pay to NMC the amount of such costs, charges and expenses sustained or incurred by NMC of which the certificate of NMC shall be final and binding on the Agency. On the event of the Agency failing or neglecting to pay such costs, charges and expenses the Officer In Charge, NMC shall be entitled to deduct the same from Agency's amount of security deposit with NMC.

The Agency shall comply with all rules, regulations, bylaws and directions, given from time to time by any local Public Authority in connection with this work and shall himself pay fees or charges, which are liveable on him without any extra cost.

18. Access for Inspection

The Agency shall upon prior intimation by the NMC provide the authorised representative of the NMC access to the Project Facilities and Services for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement.

19. Reports

The Agency shall provide to the NMC on weekly basis; statements related to the progress and operations of the Project Facility, and any other information relating to operations, which the NMC may reasonably require.

20. Employment of Personnel

The Agency shall employ qualified and skilled personnel required to work on the Project Facilities and Services. The terms of employment may be as deemed fit by the Agency and the Agency shall bear all costs in this regard. All such employees shall always remain the Agency's responsibility.

21. NMC documents

Documents in any form whatsoever and or copies thereof, if any provided by the NMC to the Agency, shall always remain the property of the NMC. Such documents and/or copies shall not be used by the Agency for the purposes other than for the project. Such documents and/or copies shall, unless otherwise agreed upon by the NMC, be returned by the Agency to the NMC on the transfer date.

22. Agency documents

Documents in any form whatsoever and/or copies thereof procured by the Agency, or which are developed (and owned by the Agency) for operation and/or maintenance of the project/the project facilities and services shall be handed over by the Agency to the NMC free of cost on the transfer date.

23. Confidentiality

All confidential information and documents (whether financial, technical or otherwise) provided by either party to the other shall not, unless compelled by law or the process of a government authority, be disclosed to any person without the consent of the party. This covenant shall survive the license/Contract period.

24. Obligation to cooperate

The parties shall mutually cooperate with each other in order to achieve the objectives of this agreement.

25. Patent/Copy Right. :

If the Agency desires to use any designed device materials or any process covered by letters of "PATENT" or "COPY RIGHT", the right for such use shall be secured by the Agency by suitable legal arrangements and agreement with the patent owner and a copy of their agreement shall be filed with the NMC..

26. Agency's Staff And Workers:

The Agency at his own expense, shall make his own arrangements for housing of his staff with all necessary amenities and protective measures. He shall take all necessary steps for preserving their health while working on any job in the project.

27. Indemnification:

The Agency shall indemnify the NMC against all actions, suits, claims and demands including infringement of patent rights, brought or made against it, in respect of anything done or omitted to be done by the Agency in connection with the execution of the project and against any loss or damage to the NMC in consequence of any action or suit being brought against the Agency for any thing done or omitted to be done by the Agency in the execution of the work.

28. Precautions For Works:

The Agency shall take all precautions against damages to work from floods or accidents or by any other cause. The Agency shall comply with all the prevalent rules and regulations, bye-

laws and directives given from time to time by any local or public authority in connection with this work and shall pay all fees, which are leviable on him.

29. Safety Provisions:

The Agency shall make all arrangements at his own expense for the safety of his machinery and staff working on the project as directed by the NMC. In case the Agency fails to make such arrangements the NMC shall be entitled to cause them to be provided and to recover the cost thereof from the Agency.

30. Escalation

No compensation, in any form, shall be granted on account of cost escalation in any item or addition in taxation or imposition of new tax etc.

31. Compensation for Slow Progress:

The Agency will be responsible to complete the work within the given time limit as mentioned in tender and work order. If the progress of the work is found unsatisfactory the Officer In charge as deemed fit may levy the compensation for slow progress of the work.

32. Extension of Time Limit :

The stipulated period for as mentioned in the scope of work shall be 24 calendar months from the issue of work order .NMC reserves the right to extend the time period of assignment of services mentioned in the scope of work if felt necessary and the Agency will have to provide the services without any obligations and extra payment.

33. Alteration / Addition/ Deletion in the Scope

NMC reserves the right to delete any item or Part in whole from the scope of work as felt necessary by the Officer In Charge. And in case of any deletion the payment for the deleted item or part in whole will not be made to the Agency. The Agency on this account will not be entitled for any extra claim or compensation on deletion of any item or Part from the scope of work mentioned in the tender.

34. Waiver

No waiver of any term or condition or the breach thereof by any party shall be valid unless expressed in writing and signed by such party and communicated by such party to the other party.

35. Amendments, modifications etc.

No amendments, modifications or alterations of or any additions to the terms and conditions of this agreement shall be valid unless the same be a writing and agreed to by the parties.

36. Relations with public authorities.

The Agency shall comply with all rules, regulations by laws & and conditions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without any cost to the NMC.

37. Conflict between Conditions, Specification, Requirements

Where there is a conflict between gen. Conditions, additional conditions, requirements, use or specification of work, a reference shall be made to the Commissioner, N.M.C. The decision of the Commissioner, Nashik Municipal Corporation shall be final and binding on the Agency.

38. For all judicial purpose the place of jurisdiction will be the Nashik

SCHEDULE OF PAYMENT

“Selection of Agency/ Software Solution Provider for Annual Maintenance of Property Tax Application Software for One Years along with Necessary Upgradation, Updation and Modification of the Existing Software.”

Detailed percentage breakup and stage wise payment

Sr.No.	ITEMS	% breakup
1)	After Completion of 2 months period after actual commencement of work	8.33% of the total quoted cost
2)	After Completion of 4 months period after actual commencement of work	8.33% of the total quoted cost
3)	After Completion of 6 months period after actual commencement of work	8.33% of the total quoted cost
4)	After Completion of 8 months period after actual commencement of work	8.33% of the total quoted cost
5)	After Completion of 10 months period after actual commencement of work	8.33% of the total quoted cost
6)	After Completion of 12 months period	8.33% of the total
	Total	100%