

NOTICE INVITING QUOTATION- 2nd Call

Selection of Credit Rating Agency for Conducting Credit Rating of Bhiwandi Nizampur City Municipal Corporation, Bhiwandi.

TERMS OF REFERENCE (TOR) FOR QUOTATION

Bhiwandi Nizampur City Municipal Corporation (BNCMC) has decided to conduct its credit rating through SEBI and RBI approved Credit rating Agency/ Firm / Company. As such documents are invited from the reputed Credit rating Firms/Company in the form of Technical Bid & Financial Bid prescribed manner as mentioned in the Detailed Notice.

- 1) **Name of Work :** **Appointment of agency/Firm/Company for conducting Credit rating of Bhiwandi Nizampur City Municipal Corporation.**

1) **Scope of Work:- Part A**

1. To conduct a thorough study of the financial documents of the Municipal Corporation (such as: balance sheet, revenue account, expenditure details).
2. To analyze property tax collection, water supply tax, other revenue sources.
3. To assess the status of established loans, interest payments and repayment capacity.
4. To assess the administrative and financial policies of the Municipal Corporation.
5. To examine the financial sustainability of the upcoming infrastructure projects of the Municipal Corporation.
6. To determine the credit rating based on the above factors and provide a certificate.
7. To prepare a report that can be submitted to the relevant Finance Commission/State Government.

2) **Pre-Qualification Conditions:-**

- 1) The Agency should be a Registered Partnership firm or a company registered under The Companies Act. The Attested copy of the registration of the firm should be submitted along with the Technical bid.
- 2) The agency should be approved by SEBI (Credit Rating Agencies) Regulations, 1999 of the Securities and Exchange Board since Last 5 years. The agency will be required to produce the Attested Copy of letter of approval from SEBI.
- 3) The agency should have minimum experience of 5 years in the field of providing credit rating services.
- 4) The Agency should have experience of providing credit rating to at least 3 urban local bodies. The List of such Urban Local Bodies along with Attested work completion certificate duly signed by the competent Authority to be Attached along with the Technical Bid.
- 5) The Agency should have Goods and Service Tax Number, The Attested copy of the Same to be submitted along with the Technical Bid.
- 6) The Agency Should submit its attested PAN copy.
- 7) The Agency Shall have duly qualified competent Staff of Min. 10 persons .The list of the staff along with their Educational qualification and experience to be submitted along with the technical Bid.



- 8) The Bidder should not be declared insolvent or black listed by any authority. A self attested affidavit should be submitted.
- 9) Joint Venture / Consortium in any Form will not be allowed.

3) Performance Security Deposit:-

Total Performance Security Deposit shall be **Rs.25,000.** (Rs. Twenty Five Thousand only) It should be paid prior to the agreement. It should be paid in by way cash or demand draft in favour of **"Commissioner, Bhiwandi Nizampur City Municipal Corporation."** The security deposit shall be refunded only after successful completion of the work to the satisfaction of the Chief Accounts and Finance Officer, Bhiwandi Nizampur City Municipal Corporation.

- 4) Time Limit for work:** - The Appointment agency will be for a period 6 months. If the work seems to remain in-completed during the period of 6 months, the agency should make an application in writing stating the reasons for delay in completion of work resulting in an extension before lapse of work order period. Extension will be provided if the Chief Accounts and Finance officer satisfies with the reason for delay in completion of work.

5) Time Table :-

(a) The interested Firms who has got the requisite qualification and experience as per the above prequalification conditions are requested to participate in the bidding Process between 13/08/2025. to 17/08/2025. The bidding process will be in two envelope viz. technical bid and financial bid. both the envelopes should be in the sealed form.

(b) **Last Date of Bid-submission:-** The sealed Bid-offer can be submitted from 13/08/2025 at p.m. to 17/08/2025 up to hrs positively at the office of Chief Accounts and Finance Officer, Accounts Department, Bhiwandi Nizampur City Municipal Corporation, New Administrative Building, 6th Floor, Old S.T.Stand, Kap Alley, Bhiwandi-421302. The offers received after Prescribed date and time will not be accepted.

(c) **Date, Time and Place for opening of Technical Bid: 17/08/2025** at hrs. to **17/08/2025** till hrs. at the office of Chief Accounts and Finance Officer, Accounts Department, Bhiwandi Nizampur City Municipal Corporation, New Administrative Building, 6th Floor, Old S.T.Stand, Kap Alley, Bhiwandi-421302, in presence of intending Agencies or their representatives.

(d) **Date, Time and Place for opening of Financial Bid: 13/08/2025.** at hrs. to **17/08/2025** till hrs. at the office of Chief Accounts and Finance Officer, Accounts Department, Bhiwandi Nizampur City Municipal Corporation, New Administrative Building, 6th Floor, Old S.T.Stand, Kap Alley, Bhiwandi-421302, in presence of intending Agencies or their representatives. (The Financial Bid of the Agency whose Technical Bid is Found in order as per Prequalification Condition will only be opened)

** Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in the dates of opening of technical and commercial bids shall be notified in the Press Notice / Corrigendum section of the website before opening of the same.*

6) Agency To Inform Himself Fully: -

The Agency shall be deemed to have fully acquainted himself with the work conditions and carefully examined the special conditions, the specifications, and shall be deemed to have fully informed himself regarding the local conditions, and various prevailing laws at time beings.

The Agency shall also be deemed to have fully acquainted with various items involved in the works and as well as deemed to have fully acquainted himself with the fact that the work is to be carried out in Bhiwandi Nizampur City Municipal Corporation limits. The Agency should therefore plan his schedule of work properly so as to complete the work within stipulated time limit. Bhiwandi Nizampur City Municipal Corporation will not be liable for any loss or damage sustained by the Agency due to sudden variations strategies of Government and taxation pattern.

7) Rejection of Offer:

The Bid Submission which does not fulfill any of the conditions, specifications or are incomplete in any respect is likely to be rejected without assigning any reason therefore. **The Commissioner, Bhiwandi Nizampur City Municipal Corporation, Bhiwandi reserves the Right to reject any or all Offers without assigning any reason thereof**

8) MANNER OF SUBMISSION OF OFFER AND ITS ACCOMPANIMENTS: -

The offer should be unconditional. Conditional tender is liable for rejection.

The technical bid and the Financial Bid shall be submitted online via e-tendering process as per schedule mentioned in tender notice.

A) Technical Bid :-

- I) The Agency shall submit the attested true copies as required and mentioned in clause-2 prequalification conditions of this TOR.
- ii) Earnest money in the form specified in **Clause-4** of this TOR
- II) Details of Technical personnel on the roll of the Agency.
- IV) Details of other works in hand with the value of work unfinished on the last date of submission of EOI.
- V) Affidavit regarding non blacklisted or bankrupt.

B) Financial Bid :-

The Financial Bid should be submitted as per Schedule-B (Financial Offer). **The offer should be based on the scope of work given above and should be inclusive of all taxes, levies, duties and all other charges including traveling, lodging and boarding or any other expenses of the agency and other employees of the Agency. BNCCMC will not bear any expenses other than the cost quoted. Agency should not quote the offer anywhere directly or indirectly in "Technical Bid".**

9) Termination of the Contract:-

- a) The Commissioner, BNCCMC shall be entitled to terminate this contract either on account of an Event of Default shall do so by issue of a 10 days notice in writing ("Termination Notice") to the Agency.

- b) The BNCCMC on such notice shall have powers to
 - i) Take possession of the work done so far by the agency.
 - ii) 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 BNCCMC. A Panel comprising of Deputy Commissioner (HQ), Chief Accounts Officer, and Chief Auditor as appointed by the Commissioner, BNCCMC would undertake the assessment of the said compensation.
 - iii) Carry out the remaining incomplete work by deploying another suitable agency at the discretion of the Commissioner, BNCCMC and at the risk and cost of the Agency.
- c) The Agency shall forfeit his security deposits to the BNCCMC without prejudice to the BNCCMC's right to recover from the Agency any amount that may be due to it.
- d) 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.
- e) The BNCCMC 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.
- f) In the event of Agency failing to discharge his liability, the Commissioner, BNCCMC has the right to initiate appropriate legal proceedings to recover such dues.

10) Settlement of Disputes:

- a) If any dispute or difference or claims of any kind arises between the BNCCMC 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 Bhiwandi City only. **It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation.**
- c) The dispute (if any), shall be subjected to Bhiwandi City Jurisdiction only.

11) 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 Chief Accounts and Finance officer, BNCCMC on account of non performance or unsatisfactory performance by the Agency to execute the said work 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 Chief Accounts and Finance officer, BNCCMC. The decision of the Commissioner, BNCCMC regarding imposing the

LD. shall be final and binding on the agency. The Agency shall be responsible for executing the entire work including all labour, material etc, at his own cost.

The Commissioner Bhiwandi Nizampur City Municipal Corporation reserves the right to reject any or all Offers without assigning any reason thereof.

This TOR is a part of EOI Document and is to be signed below in token of acceptance of the entire clause no. (1) to (11).

I/We have studied the Terms of Reference (TOR) as above and put my/our signature in token of acceptance on each page of it.

Place :

Date :-

Signature of Authorized Signatory

Address :

Tel./Fax :

e-mail :

DECLARATION BY AGENCY

1. I hereby declare that, I/We have made myself/ourselves thoroughly conversant with the Scope of work and LOCAL CONDITIONS REGARDING CREDIT RATING OF BHIWANDI NIZAMPUR CITY MUNICIPAL CORPORATION on which my/our offer is based for the work.
2. The specifications, clauses, and conditions for this work have been carefully studied and understood by me before submitting this tender.
3. I undertake to pay the labour engaged on the work as per minimum wages act and its amendments from time to time applicable to the zone concerned.
4. I hereby declare that Shri _____
residing at _____
having Telephone No. _____, Fax No. _____
Mobile No. _____ E-mail address _____ shall be
my/our authorized representative for attending the call. He will be responsible for liaison.
5. I hereby declare that I acknowledge my acceptance to all the contents and terms & conditions of tender.

Authorised Signatory of Agency

SCHEDULE – B

FINANCIAL OFFER

Name of Work: Appointment of Agency for Carrying out Credit rating of Bhiwandi Nizampur City Municipal Corporation.

I/We state that – 1) THE OFFER IS UNCONDITIONAL

2) Rates quoted hold good for work under all conditions, site, moisture, all weather etc.

3) The rates quoted are inclusive of all duties, and taxes viz GST, I.T. and any other Central, State and Local Taxes etc which will be levied during the contract period. Variation in taxes both Old and New during the course of Contract Period will not be paid by Bhiwandi Nizampur City Municipal Corporation, Bhiwandi Nizampur City.

I / We have carefully studied the various Components herein above with the scope of work and detailed specifications and all other terms and conditions of this Terms of Reference (TOR). On the basis of that I/We hereby undertake to execute the said work as per the rates quoted herein below.

I/We have gone through your Terms of Reference (TOR) for the above said work and I/We have understood all the terms and conditions pertaining to the work.

No	Item description	Amount in Rs.
1)	1. To conduct a thorough study of the financial documents of the Municipal Corporation (such as: balance sheet, revenue account, expenditure details). 2. To analyze property tax collection, water supply tax, other revenue sources. 3. To assess the status of established loans, interest payments and repayment capacity. 4. To assess the administrative and financial policies of the Municipal Corporation. 5. To examine the financial sustainability of the upcoming infrastructure projects of the Municipal Corporation. 6. To determine the credit rating based on the above factors and provide a certificate. 7. To prepare a report that can be submitted to the relevant Finance Commission/State Government.	
	GRAND TOTAL (Inclusive of all taxes)	

(Rupees in word)

Date

Seal & Signature of
Authorized Signatory

