Brihanmumbai Municipal Corporation

E-TENDER

(Item Rate)

FOR

Name of Work : Proposed conservation & adaptive reuse of the India United Mill No. 2 & 3 as "Textile Museum" on C.S. No. 831 of Mazgaon division in Kalachowky. (Phase-I Signages Installation work)

STANDARD BID DOCUMENT

To be displayed by 11.00 hours on 23/02/2022 at the Brihanmumbai Municipal Corporation Portal website http://portal.Brihanmumbai Municipal Corporation.gov.in

Website: portal.Brihanmumbai Municipal Corporation.gov.in/tenders

Office of: Chief Engineer (Building Maintenance),

Engineering Hub Building,

Dr. E. Moses Road,

Worli Naka, Worli,

Mumbai- 400 018.

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***Requirement of additional special conditions be incorporated in accordance to the circulars issued by various departments from time to time.**

SECTION-1

E-TENDER NOTICE

Brihanmumbai Municipal Corporation

Chief Engineer (B.M.)

E-TENDER NOTICE

Subject: Proposed conservation & adaptive reuse of the India United Mill No. 2 & 3 as "Textile Museum" on C.S. No. 831 of Mazgaon division in Kalachowky. (Phase-I Signages Installation work)

The Brihanmumbai Municipal Corporation invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies registered under the Indian companies' act 2013, the contractors registered with the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) in **Class- V** & above as per new registration and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with Brihanmumbai Municipal Corporation will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D. (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs.10,000/- whichever is more will be recovered/deducted from contractor's bill.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from Brihanmumbai Municipal Corporation's portal (http://portal.Brihanmumbai Municipal Corporation.gov.in) on payment of **(Rs. 5,100/- + 18 % G.S.T.)**. The applicants not registered with Brihanmumbai Municipal Corporation are mandated to get registered (Vendor Registration) with Brihanmumbai Municipal Corporation for e-tendering process & obtain login credentials to participate in the online bidding process.

i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 4th floor, Municipal Headquarter or through online application under 'Online Servies Tab' of M.C.G.M. portal website. Followed by SRM login ID and password to be obtained from Central PurchaseDepartment (CPD), Office at Byculla, Bakariadda, Mumbai

ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, pleaserefertorespectivelinksprovidedin"Tenders"tab.Vendorscangetdigitalsignature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities

namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra

Name and location of work	Contract Period	Estimate Cost ofproject
Proposed conservation & adaptive reuse of the India United Mill No. 2 & 3 as "Textile Museum" on C.S. No. 831 of Mazgaon division in Kalachowky. (Phase-I Part 2)	4 months	Item rate basis

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs.46,100.00 (Rupees Fourty six Thousand one Hundred only)** (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security /EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on Brihanmumbai Municipal Corporation portal (hhtp://portal.Brihanmumbai Municipal Corporation.gov.in) as mentioned in the Header Data of thetender.

As per THREE Packet systems, the document for Packet 'A & B' is to be uploaded by the bidder in vendors'

Document online in Packet A, B, Packet 'A, B & C' shall be opened on dates as mentioned in e-tender notice. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the Office of E.E. (H.Q.) The Packet 'C' shall be opened if bids submission in Packet 'A & B' satisfies/includes all the requirements and the same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the Brihanmumbai Municipal Corporation Portal. (http://portal.Brihanmumbai Municipal Corporation.gov.in)

The Applicants interested for the above referred works may contact the Chief Engr.(B.M.) / E.E. (H.Q.) at the following address on any working day during office hours. Office of: Office of:

(1) Executive Engineer(Head Quarters)
Brihanmumbai Municipal Corporation
Ground Floor, Municipal Head Office, Main
Building, Mahapalika Marg, Fort, Mumbai-400001.

(2) Chief Engr.(Building Maintenance),
Brihanmumbai Municipal Corporation 3rd
Floor, Engineering Hub Building,
Dr. E. Moses Road, Worli
Naka, Worli, Mumbai-
400018,

The applicants may wish to visit the site under reference located at United Mills 2 & 3, Kala Chowki, Byculla East, Mumbai and can collect the information of the present status from the department who have invited thebids.

The Brihanmumbai Municipal Corporation reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Brihanmumbai Municipal Corporation. (http://portal.Brihanmumbai Municipal Corporation.gov.in/tenders)

sd/-

Dy. Ch.Eng. (B.M.)city

HEADER DATA

Tender Document No	7200047284
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Proposed conservation & adaptive reuse of United Mill No. 2 & 3 as “Textile Museum” o 831 of Mazgaon division in Kalachowky. (Phase-I Part Signage Installation work)
Cost of Tender	Rs. 5,100/- (+ 18 % GST)
Bid Security Deposit/ EMD	Rs. 46,100.00
Date of issue and sale of tender	23/02/2023 from 11:00 Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	01/03/ 2023 upto16:00 Hrs
Submission of Packet A, B & Packet C(Online)	01/03/ 2023 upto16:00 Hrs
Opening of Packet A	01/03/ 2023 after16:00 Hrs
Opening of Packet B	01/03/ 2023 after 16:05 Hrs.
Opening of Packet C	09/03/ 2023 after 15:00 Hrs

Address for Communication	Office of The : Executive Engineer (Head Quarters) Ground Floor, Municipal Head Office , Main Bldg. Mahapalika Marg , Fort Mumbai-400001 Email – 1. se01dcews2.bp@mcgm.gov.in 2.se01hcc.hq@mcgm.gov.in
Venue for opening of bid	On line in Office of the:- Executive Engineer (Head Quarters) Ground Floor, Municipal Head Office , Main Bldg. Mahapalika Marg , Fort Mumbai-400001

This tender document is not transferable.

The Brihanmumbai Municipal Corporation reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

sd/-

Dy.Ch.E. (B.M.)city

SECTION -2

ELIGIBILITY CRITERIA

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Brihanmumbai Municipal Corporation /Semi Govt. /Govt. & Public Sector Organizations or in private during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria aresatisfied)

a) **Three** similar **completed** works **each** of value not less than the value equal to **Rs. 9,21,600.00**
OR
b) **Two** similar **completed** works **each** of value not less than the value equal to **Rs.11,51,976.00**
OR
c) **One** similar **completed** work of value equal and or not less than **Rs. 18,43,161.00**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications fortenders.

MOU's :

Within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA) for subject tender, the successful bidder will submit Memorandum of Understanding (MOU) (duly notarized on Rs.500/- stamp paper) with firm/organization/company having experience in execution of each of the following categories failing which entire EMD shall be forfeited by Brihanmumbai Municipal Corporation and any payment towards works executed if any

shall not be paid by Brihanmumbai Municipal Corporation & further action as deem fit will be initiated including . An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the bidder along with the bid in Packet B.

a) An individual or firm of trained and experienced Artist/Sculptor in cast iron/brass/copper/artwork design, fabrication and art installation works and having degree in Sculpting with at least 5 years of experience cast iron design, fabrication and art installation work.

1.2 Similar Experience:

Similar work shall mean '**Signage's work in Brass/C.I./Copper/Metal work or Metal Art works/decorative C.I. metal works**' in Brihanmumbai Municipal Corporation /Semi Govt. /Govt. & Public Sector Organizations or in private. Such Certificate duly signed by an officer not below the rank of Executive Engineer of the concerned organization or the consultant in-charge (registered architect/structural consultant) of the work shall be uploaded. In addition to the Certificate as stated above the contractor shall have to submit photographic evidence of the above similar work executed, clearly showing the before and after photos of the work as and when requested.

The Brihanmumbai Municipal Corporation / their consultants reserve the right to visit previously executed sites that confirm to the above criteria and assess the quality and finish of the same and prequalify the contractor according to their assessment of the same.

OR

MOU with Artist to be submitted

1.3 FinancialCapacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **Rs.13,82,371.00** in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

3. Bid Capacity

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly
- Completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION-3

DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation), hereafter also referred as “The Authority “, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e- tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation(Brihanmumbai Municipal Corporation), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) also

accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

SECTION-4

INTRODUCTION

1. Background:

The Brihanmumbai Municipal Corporation covers an area of 437.71sq.kms.with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Mumbai.

Brihanmumbai Municipal Corporation (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, Brihanmumbai Municipal Corporation has mainly focused in providing almost all kinds of engineering services viz., Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the Brihanmumbai Municipal Corporation is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

Brihanmumbai Municipal Corporation is an organization having different departments, right from engineering depts. to health depts. Moreover we have other dept. like education, market, fire brigade dept., Octroi and other such departments where quite a good number of staff members are working.

SECTION-5

E-TENDERING ONLINE SUBMISSION PROCESS

TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist Brihanmumbai Municipal Corporation in throughout the tendering process for successful implementation.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as “Sale Date”

End Date read as “Submission

Date” Supplier read as

“Contractor/bidder” Vendor read

as “Contractor/bidder”

Vendor Quotation read as “Contractors

Bid/Offer” Purchaser read as

“Department/Brihanmumbai Municipal

Corporation”

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via Brihanmumbai Municipal CorporationPortal.

There are two methods for this registration :(II and III)

II. Transfer from R3 (registered contractors with Brihanmumbai Municipal Corporation) toSRM

a. Contractors already registered with Brihanmumbai Municipal Corporation will approach to Vendor Transfercell.

b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.

c. Brihanmumbai Municipal Corporation authority for Vendor Transfer, transfers the Vendor to SRM application from R3 systemto SRMsystem.

d. Transferred Vendor receives User ID creation link on his supplied mailId.

Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered withBrihanmumbai Municipal Corporation)

a. Vendor fills up Self Registration form via accessing Brihanmumbai Municipal Corporationportal.

b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration systemand accepts the Vendorrequest.

c. Accepted Vendor receives User ID creation email with Link on his supplied mailId.

d. Vendor creates his User ID and Password for e-tenderingapplication.

IV. CONTRACTORS BIDDING: Applicant will Quote and Upload TenderDocuments

1. Access e-tender link of SRMPortal

2. Log in with User ID andPassword

3. Selects desired Bid Invitation (he wants tobid)

4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for theBid/Tender.

Applicant will download Tender Documents from Information from purchaser tabby accessing Purchaser equiment folder through collaboration "C" folder link.

6.

7. Applicant will upload Packet **A** related and Packet **B** related Documents in Packet **A** and Packet**B**

folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.

8. All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's inIndia.

9. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned intender.

10. For commercial details (in Packet **C**) contractors will fill data in Item Data tab in

Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.

(If entered '0' it will be treated as at par. By default the value is zeroonly.

11. Applicants to check the bid, digitally signs & save and submit his BidInvitation.

12. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD'option.

13. Please note that “Hold” action do not submit the Bid.

14. Applicants will receive confirmation once the Bid issubmitted.

15. Bid creator (Brihanmumbai Municipal Corporation) starts Bid Opening for Packet **A** after reaching End Date and Time and Bid Evaluation processstarts.

As per Three Packet system, the document for Packet **A& B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submissionof Bid and shall upload the screenshot of receipt of payment in Packet **‘A’** instead of paying the EMD at any of the CFC centers in Brihanmumbai Municipal Corporation WardOffices.

The e-tender is available on Brihanmumbai Municipal Corporation portal, http://portal.Brihanmumbai Municipal Corporation.gov.in, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet **‘A’**, Packet **‘B’**& Packet **‘C’** of the tenderer will be opened as per the time-table shown in the Header Data in the office of Ch Eng.(B.M.)/E.E.(H.Q.)

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the Brihanmumbai Municipal Corporation Portal (http://portal.Brihanmumbai Municipal Corporation.gov.in).

SECTION-6

INSTRUCTIONS TO APPLICANTS

Scope of Application

The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the BidStage.

- **Eligibility ofApplicants**
-

The Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary /Partnership Firms / Private Limited Companies registered under the Indian Companies Act. registered with the Brihanmumbai Municipal Corporation, (Brihanmumbai Municipal Corporation) in **Class 'V' as per new registration** and from the contractors/firms equivalent and superior classes registered in Central or State Government/SemiGovt.

Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with Brihanmumbai Municipal Corporation will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D. (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Brihanmumbai Municipal Corporation /Semi Govt. /Govt. & Public Sector Organizations or in private during **last seven(7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria aresatisfied)

a) **Three** similar **completed** works **each** of value not less than the value equal to **Rs. 9,21,600.00**

OR

b) **Two** similar **completed** works **each** of value not less than the value equal to **Rs.11,51,976.00**

OR

c) **One** similar **completed** work of value equal and or not less than **Rs. 18,43,161.00**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications fortenders.

MOU's :

Within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA) for subject tender, the successful bidder will submit Memorandum of Understanding (MOU) (duly notarized on Rs.500/- stamp paper) with firm/organization/company having experience in execution of each of the following categories failing which entire EMD shall be forfeited by Brihanmumbai Municipal Corporation and any payment towards works executed if any shall not be paid by Brihanmumbai Municipal Corporation & further action as deem fit will be initiated including . An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the bidder along with the bid in Packet B.

b) An individual or firm of trained and experienced Artist/Sculptor in cast iron/brass/copper/artwork design, fabrication and art installation works and having degree in Sculpting with at least 5 years of experience cast iron design, fabrication and art installation work.

1.2 Similar Experience:

Similar work shall mean '**Signage's work in Brass/C.I./Copper/Metal work or Metal Art works/decorative C.I. metal works**' in Brihanmumbai Municipal Corporation /Semi Govt. /Govt. & Public Sector Organizations or in private. Such Certificate duly signed by an officer not below the rank of Executive Engineer of the concerned organization or the consultant in-charge (registered architect/structural consultant) of the work shall be uploaded. In addition to the Certificate as stated above the contractor shall have to submit photographic evidence of the above similar work executed, clearly showing the before and after photos of the work as and when requested.

The Brihanmumbai Municipal Corporation / their consultants reserve the right to visit previously executed sites that confirm to the above criteria and assess the quality and finish of the same and prequalify the contractor according to their assessment of the same.

OR

MOU with Artist to be submitted

2. Financial Capacity

Achieved a average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **Rs.13,82,371.00** in last three (3) financial years immediately preceding the Financial Year in

which bids are invited.

1.1.1 To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

The turnover can be enhanced by 10% every year to bring the present level.

3. Bid Capacity

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly

Completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. Equipment Capabilities as required for thiswork

a) **Regular and Routine works**: The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules ofBrihanmumbai Municipal Corporation.

b) **New and Original Works**: The bidder should, undertake their own studies and **furnish with their bid,** a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules ofBrihanmumbai Municipal Corporation.

Note:

1. **Bidders shall submit the undertaking for equipment capability**

andother Undertakings as such on a single Rs.500/- stamppaper.

5. Technical Personnel

(B) General Guidelines for Fixing Requirement of Technical Staff	**Numbers**	**Experience (yrs)**	**Designation Representative**
Qualification			
i) Graduate Engineer	1	5	Principal technical representative
ii) Diploma/degree is Sculpting	1	5	Artist/Sculptor

Notes- 1 Rate of recovery in case of non-compliance of the clause be stipulated at Following rates:- Sr. No.	Qualification	Experience(years)	Rate of Recovery
1	Project Manager with degree	10	Rs.30,000/-p.m.
2	Graduate Engineer	5	Rs.25,000/-p.m.
3	Graduate Engineer	2	Rs.15,000/-p.m.
4	Diploma Engineer	5	Rs.15,000/-p.m.

6. TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within 2 months of time from the date of award of contract that includes Monsoon.

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence ofthe contract on the part of the Contractor. On failing to do so, the Contractor

shall pay as compensation an amount which shall be governed as per Clause - 8(e) of Standard General Conditions of Contract.

The Contractor should complete the work as per phase given below:

¼ of theworkin	1/3 of thetime
½ of theworkin	½ of thetime
¾ of theworkin	¾ of thetime
Full of theworkin	Full of thetime

Full work will be completed in2 months including monsoon.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / GANTT Chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

7. ContractExecution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 500/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

8. If the amount of the Contract Deposit to be paid above is not paid within 30 days fromthe date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

9. The amount of Security Deposit retained by the Brihanmumbai Municipal Corporation shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by Brihanmumbai Municipal Corporation shall be adjusted to-wards the excess cost incurred by the Department on rectificationwork.

10. Action when whole of security deposit isforfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of

abandonment of the work owning to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of Brihanmumbai Municipal Corporation -

a. To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal ofBrihanmumbai Municipal Corporation.

b. To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost ofwork-charged

To carry out the work or any part of the work departmentally debiting the contractor 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 un- executed 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 contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c)To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor 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 the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un- executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of 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 contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by Brihanmumbai Municipal Corporation under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against Brihanmumbai Municipal Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and

allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

11. <u>Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomesinsolvent</u>

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of Brihanmumbai Municipal Corporation/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Brihanmumbai Municipal Corporation and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Submission of Tender

PACKET – A

The Packet 'A' shall contain scanned certified copies of the following documents

Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

a) Valid Registration Certificate.

b) Valid Bank Solvency Certificate of Minimum Solvency amounting to Rs. 5 lakhs.

c) A document in support of Registration under Goods and Services Tax (GST) Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit Goods and Services Tax (GST) Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released..

d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will beinsisted.

e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of Brihanmumbai Municipal Corporation.

The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D. shall beforfeited.

- If it is found that the tenderer has not submitted required documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated asnon-responsive.

PACKET – B

The Packet 'B' shall contain scanned certified copies of the following documents –

a) The list of similar type of works as stated in Clause 1.1 (Technical capacity) of Eligibility Criteria successfully completed during the last five years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self- attested. Documents stating that it has successfully completed during the last five years at least one contract of similar works as stated in para 'A' of Post qualification.

b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.** (Proforma–II)

c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as aevidence).

d) Documents stating that it has successfully completed similar nature of work as stated in '1.1'of the technical eligibility in Brihanmumbai Municipal Corporation /Semi Govt. /Govt. & Public Sector Organizations and even in private sector organization or private in last 5 years with at least One, two or three similar completed work costing not less than the amount equal to 20%, 25% & 40% respectively of the estimated cost prescribed Proforma (Proforma - III) (original)

e) List of 'Technical Personnel with their qualification working in tenderer's establishment (original). [Proforma IV]

f) The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of thework

   i) **Regular and Routine works**: The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on

an undertaking on Rs.500/- stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of Brihanmumbai Municipal Corporation.Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or partthereof.

iii) Statement showing assessed available Bid Capacity.

iv) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B &C'

v) Form oftender

vi) The undertaking on Rs.500/- stamp paper as per clause 1.1 of Eligibility criteria regarding submission of MOU after issue of LOA

vii) Signed copies of Corrigendum if anything as per requirements

viii) Information on litigation history as per circular No.MGC/F/6565/dt-25.09.2018

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.

ix) The tenderers shall upload work plan as per the followingoutline:

1. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribedtime period, considering majoractivities.
2. Organizational set up envisaged by thecontractors.
3. A note on how the whole work will be carried out (work plan includingmethodology).
4. Quality managementplan.
5. All the activities included in the Scope of Work shall be covered in the workplan.

Note:

- If it is found that the tenderer has not submitted required documents in Packet "B" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non- responsive.

PACKET – C

a. Online tender filled in ITEM RATE basis (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. ~~**(If entered '0' it will be treated as 'at par'**. By default the value is zero only).~~

~~**Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D.**~~

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of thebid.

- The tenderers shall pay the EMD online instead paying the EMD at any of the CFCcenters in Brihanmumbai Municipal Corporation WardOffices.

- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer asnon-responsive.
- The bid Security/EMD of the successful bidder shall be discharged when the bidder has signed the agreement and furnished the required security deposit
- The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- The Bid Security may beforfeited:

a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bidvalidity;

b) in the case of a successful Bidder, if the Bidder fails within the specified time limitto:

i. sign the Agreement;and/or

ii. Furnish the required SecurityDeposits.

1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-ported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable forrejection.

Note:

i) Curable Defect shall mean shortfalls in submission suchas:

a. Non-submission of followingdocuments,

i. Valid RegistrationCertificate

ii. Valid BankSolvency

iii. GST Tax Registration Certificate

iv. Certified Copies of PAN documents and photographs ofindividuals, owners,etc

v. Partnership Deed and any otherdocuments

iv. Undertakings as mentioned in the tenderdocument.

ii) Non-curable Defect shallmean

a. In-adequate submission of EMD/ASDamount,

b. In-adequacy of technical and financial capacity with respect to Eligibility Criteria as stipulated in thetender.

c. Wrong calculation of BidCapacity,

d. No proper submission of experience certificates and other documents,etc.

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorterperiod shall be rejected by the Employer asnon-responsive.**

- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the re-quest will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of theextension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the signage work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they arerequired.

- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the signage contract. Defective signage works are as the works which fail short of complying with theexpress descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in signage projects are attributable to variousreasons.

- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during thatperiod.

  It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

  If defective work or workmanship or design have been knowingly covered-up or conceived soastoconstitutefraud,commencementoftheDefectLiabilityPeriodmaybedelayed.The decided period may be delayed until **discovery** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever isearlier.

- The DLP shall be asbelow:

Dept	Type of works	DLP
BM/SIC/HIC	Signage works including mural	1 year

- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliancereport.

- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certification', the 'Defect Liability Period 'starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not ,due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer isdone.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. SecurityDeposit

The security deposit shall mean and comprise of

I) Contract Depositand

II) Retention Money.

I) Contract Deposit –The successful tender, here after referred to as the contractor shall pay an amount equal to **two (2)** percent of the contract sum shall be paid within thirty days from the date of issue of letter ofacceptance.

II) **Retention Money** –The contractor shall pay the retention money an amount equal to **two**

(2) percentof the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill. The clause of retention money will not be applicable M. & E. Department.

B. Additional SecurityDeposit

The **additional security deposit** will be applicable when a rebate of more than of 12
% at the rate of with no maximum limit. The ASD is calculated as follows: Additional security deposit = (X/100) x office estimated cost, Where X=percentage rebate quoted above 12%

~~The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid.~~ A.S.D. shall be paid by the successful bidder in form of DD at CFC counter , within 15 working days from the day of issue of L.O.A. to successful bidder. If the same is not submitted by the successful bidder within the said stipulated time, then EMD of the said bidder shall be forfeited and the said company shall be debarred for 2 years and Directors/Partners of the 'Debarred' company is found to be directors/partners of another company then the said another company shall also be 'Debarred' for 2 years.

C. PerformanceGuarantee (Not applicable for this tender as per circular No.CA/F/Projects/36/dt-07.12.2020)

The successful tender, here after referred to as the contractor shall pay in the form of "Performance Guarantee" at different rates for different slabs as stated below:

Offer	**P.G. applicable %**
For premium, at par a rebate 0 to12%	PG= 0.92% x contract sum **applicable f rebate of12**%
For rebate of 12.01%	P.G. = {0.92% x contract sum applicable rebate of 12%} +(X) x contract sum where X= percentage rebate quoted more than12

Note: Contract sum shall mean amount after application of rebate/premium as quoted by the contractor with contingencies only and excluding price variation.

The PG shall be paid in one the following forms.

I) Cash (In case guarantee amount is less thanRs.10,000/-

II) Demand Draft (In case guarantee amount is less thanRs.1,00,000/-)

III) Government securities

IV) Fixed Deposit Receipts (FDR) of a ScheduleBank.

V) An electronically issued irrevocable bank guarantee

bond of any Schedule bank or f in the prescribed form given

inAnnexure.

Performance Guarantee is applicable over and above the clause of Security Deposit. Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill whichever is later.

This deposit will be allowed in the form of I to V as mentioned above and shall be paid within 15 days after receipt of Letter of Acceptance.

Note: Following exceptions shall be adopted for 'Demolition Tenders':

- Irrespective of the offer (Rebate/ at par/ premium), ASD shall be differed and only PG of 10% of contract sum be taken from the successful bidder on award of contractonly.
- Brihanmumbai Municipal Corporation departments shall ensure to incorporate specific condition regarding above in bid document and e-tendernotice.

D. Refund of SecurityDeposit

I. Refund of ContractDeposit

The Contract Deposit shall be released within 30 days after completion of 9 months of

DLP (in case of 1 year DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.
No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

II. Refund of RetentionMoney

One-half (50%)of the Retention Money shall be released within 30 days of issue of

'Certificate of Completion' with respect to the whole of the Works. In the event the

Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

The balance Retention Money shall be released within 30 days after completion of 9 months of DLP (in case of 1 year DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of

different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

Payment of the above mentioned 50% is exclusive of the amounts to be withheld as stated in and that amount shall be paid as per condition stated therein.

Note: As per circular No.C.A./F/Project/36/dt-07.12.2020, the remaining 50% of the Retention money can be released to the contractor, if a B.G. of equivalent amount valid till D.L.P. is submitted by the contractor. Relief Valid till : 31.03.2022.

III. Refund of Additional SecurityDeposit

The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to theContractor,

Note : As per recent circular No. regarding COVID relief, 50% of the ASD shall be released after more than 50% financial progress of work is completed and rest 50% of the ASD can be released against a B.G. of equivalent amount valild till completion of work. Relief Valid till : 31.03.2022.

IV. Refund of Performance Guarantee

The Deposit on account of performance guarantee shall be released within 30 days of completion of Defects Liability Certificate subject finalization of final bill whichever is later and no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.

Summary of time of Refund of deposit is tabulated as follows:

a) Time of Refund for works having 1 yearDLP

Deposits refunded after completion	**After 9 months of DLP**	**After Completion of DLP**
ASD + 50% of RM	CD + 50% Of RM	PG

b) Time of Refund for works having 1 or 2 or 3 yearsDLP

Deposits refundedafter completion	After Completion of DLP
ASD + 50% Of RM	CD+50% of RM+PG

*Note:

a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period.

b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attractpenalization.

c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defectstherein.

E. Legal + Stationary Charges: (As per applicablecircular)

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no CA/FRG/05 dtd. 24.04.2020

Contract Value						Legal+ Charges	Stationery
Upto	Rs.	50,000.00				NIL	
From	Rs.	50,000.00	To	Rs.	3,00,000/-	Rs.610/-	
from	Rs.	3,00,001/-	To	Rs.	20,00,000/-	Rs. 1020/-	
from	Rs.	20,00,001/-	To	Rs.	1,00,00,000/-	Rs. 3930/-	
from	Rs.	1,00,00,001/-	To	Rs.	Any amount	Rs. 9770/-	
						(Maximum)	

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

F. Stamp Duty: (As per applicablecircular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stampduty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	FIVE Hundredrupees Stamp duty
(b)	Where it exceeds rupees ten lakhs	FIVE hundred rupees plus 0.10 % of amount above rupees ten lakhsubject to the maximum of rupees Twenty-five lakhstamp duty.

(c)	Stamp Duty on BG	0.5% of the BG amount

ii. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successfulbidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimationthereof.

iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the doc shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

1. Applicants/Bidders shall refer portal.Brihanmumbai Municipal Corporation.gov.in\tenders for "The Manual of Bid- Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referreddocument.

Any queries or request for additional information concerning this TENDER shall be submitted by e- mail to **ae02.ce@Brihanmumbai Municipal Corporation.gov.in** The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for "Textile Village at United Mills 2 & 3, Kala Chowki, Byculla East, Mumbai (Phase I Signage work)".**

Any changes in mail ID will be intimated on the portal.

2. In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs**(2 working days)** from the day of opening of Packet-C **on same BID-Document number for re-quoting** and such development needs to done by IT department in Brihanmumbai Municipal Corporation's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e.L1.**

   In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Dy.Ch.Eng.

   The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer.

   Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance.

SECTION-7

SCOPE OF WORK

SCOPE OF WORK

a. Logos

b. Name Board

c. Bracket for signboard

d. Pylon Signage

e. Info Plaque

f. Key map

g. Direction Signages

h. Amphitheatre (Letters on the wall)

i. Wall Mural

j. 3D model of the project

k. Brihanmumbai Municipal Corporation logo

l. Electrical fittings

m. Regulatory Signages

n. CCTV Signages with bracket

o. Tree Tags

SECTION-8

BILL OF QUANTITIES

PLEASE REFER VOLUME -III

Refer Volume II

SECTION-9

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract **A. General**

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify definedterms.

The "Contract" shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The "Contractor" shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The "Contract Sum" means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note : The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor'spercentage.
- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of eachitem.

- In case of lump sum contract, the sum for which tender isaccepted.
- Special discount / rebate / trade discount offered by the tenderer if anyand accepted by the Corporation.
- Additions or deletions that are accepted after opening of thetenders.

The "Contract Cost" means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Brihanmumbai Municipal Corporation (Brihanmumbai Municipal Corporation)

The "Employer" shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all "Additional Municipal Commissioners, Director (Engineering Services & Projects)" and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng/Ch.Eng. and shall mean and include all the successors in Brihanmumbai Municipal Corporation

The Engineer's Representative shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer indirect charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by Brihanmumbai Municipal Corporation.

The "Engineer" shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

Contractor's Equipment means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Routine Maintenance is the maintenance of activities of the competed structure for five years as specified in the Contract Data.

The "Site" shall mean the land and other places including water bodies more specificallymentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of thesite.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

"Specification" shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Nominated Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Variation means a change to the:-

i) Specification and /or Drawings (if any) which is instructed by theEmployer.

ii) Scope in the Contract which is instructed by theEmployer.

iii) Price in the Contract which is instructed by theEmployer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of theWorks).

2.3 The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work , (4) Contractor'sBid,

(5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3 . Engineer'sDecisions

3.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval,before

communicating his decision to the Contractor.

3.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under thecontract.

4. Delegation

4.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, andmay cancel any delegation after notifying theContractor.

5. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal servic**e**

6. Subcontracting

6.1 Unless specifically mentioned in the contract subletting will not be allowed. Subletting,where otherwise provided by the contract shall not be more than 25% of the contractprice.

6.2 The Contractor shall not be required to obtain any consent from the Employerfor:

a. the sub-contracting of any part of the Works for which the Subcontractor is named in theContract;

b. the provision for labour, or labourcomponent.

c. the purchase of Materials which are in accordance with the standards specified in theContract.

6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before accordingapproval:

a. The Contractor shall not sub-contract the whole of theWorks.
b. The permitted subletting of work by the Contractor shall not establish anycontractual relation-ship between the sub-contractor and the Brihanmumbai Municipal Corporation and shall not relieve the Contractor of any responsibility under theContract.

6.4 The Engineer should satisfy himself before recommending to the Employerwhether

a. the circumstances warrant such sub-contracting;and

b. the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted tohim.

7. OtherContractors

7.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any suchmodification.

7.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of theWorks.

8. Personnel

8.1 The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer.

8.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of theenvironment.

8.3 If the Engineer asks the Contractor to remove a person who is a member of theContractor's staff or work force, stating the reasons, the Contractor shall ensurethat

Works in the Contract.

8.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the Brihanmumbai Municipal Corporation /State Government and has either not completed two years after the date of retirement or has not obtainedBrihanmumbai Municipal Corporation/State

Government's permission to employment with the Contractor.

9. Employer's and Contractor'sRisks

9.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor'srisks.

10. Employer'sRisks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war,

invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the

Contractor’s employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor’s design.

11. Contractor's Risks

11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of theContractor.

12. Insurance

12.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor'srisks:

a) Loss of or damage to the Works, Plant andMaterials;

b) Loss of or damage toEquipment;

c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract;and

d) Personal injury ordeath.

12.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damageincurred.

12.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

12.4 Both parties shall comply with any conditions of the insurancepolicies.

12.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or ifno payment is due, the payment of premiums shall be debtdue.

13. Site InvestigationReports

13.1 The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information availableto him, before submitting thebid.

14. Queries about the ContractData

14.1 The Engineer will clarify queries on the ContractData.

15. Contractor to Construct the Works and Undertake Maintenance (if specified in thetender)

15.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of theEngineer.

15.2 The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

15.3 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water.
- 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property orenvironment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism andproperty.

- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the CentralGovernment.

16. The Works and Routine Maintenance to be completed by the Intended CompletionDate

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended CompletionDate.

17. Approval by theEngineer

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications andDrawings.

17.2 The Contractor shall be responsible for design and safety of TemporaryWorks.

17.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the TemporaryWorks.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, whererequired.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before theiruse.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

18.2 First Aid Facilities: -

i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarilyemployed.

ii. The first-aid box shall be distinctly marked with a red cross on white background.

iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv. Nothing except the prescribed contents shall be kept in the First-aidbox.

v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the workplace.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of suchdiscoveries and carry out the Engineer's instructions for dealing withthem.

20. Access to the Site

20.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by: a. The Engineer b. The Employer or authorized by the Employer.

21. Instructions

21.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site islocated.

21.2 The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contracttermination.

21.3 Engineer to have power to issue further drawings orinstructions:

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted

instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with conditionno.13d.

The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.

B. TimeControl

22. Programme

22.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cashflow forecasts for the construction ofworks.

After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

22.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of theprogramme.

22.3 An update of the Programme shall be a programme showing the actual progress achieved oneach activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of theactivities.

22.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the

Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has beensubmitted.

22.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. Arevised Programme shall show the effect of Variations and CompensationEvents.

23. Extension Of Time In Contracts:

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

a)Extension attributable toBrihanmumbai Municipal Corporation

(i) Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of theworks.**

(ii) Extension For Delay Due To Brihanmumbai Municipal Corporation: In the event of any failure or delay by the Brihanmumbai Municipal Corporation tohand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Brihanmumbai Municipal Corporation due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Brihanmumbai Municipal Corporation may grant such extension(s) of the completion date as may be consideredreasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Ch.Eng. for not anticipating the same while preparing estimates and draft tender.

(c) **Extension Of Time For Delay Due To Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the Brihanmumbai Municipal Corporation may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the Brihanmumbai Municipal Corporation will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by Clause 8(e) of GCC.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Further, competent authority while granting extension to the currency of contract under Clause (b) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.

24. Delays Ordered by the Engineer

25.1 The Engineer may instruct the Contractor to delay the start or progress of any activity withinthe Works. Delay/delays totaling more than 30 days will require prior written approval of the DMC/AMC.

25. ManagementMeetings

25.1 The Engineer may require the Contractor to attend a management meeting. The business ofa management meeting shall be to review the plans for progress of theWorks.

25.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended themeeting.

C. QualityControl

27.1. Work to be open to Inspection and Contractor or Responsible agent to bepresent

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

27.2. Notice To Be Given Before Work Is CoveredUp

The contractor shall give not less than ten days' notice in writing to the Eng-In-Charge or his subordinate in- charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

27.3 Works to be executed in accordance with specifications / drawings / orders etc.:

The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regards material and 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 Engineer In-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site or work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

28. IdentifyingDefects

28.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have aDefect.

28.2 The Contractor shall permit the Employer’s technical person(s) to check the Contractor’s work and notify the Engineer and Contractor if any defects that arefound.

29. Tests

29.1 The chemical composition of the metals specified in BOQ will have to be carried out at accredited laboratories for the signage work for approval of Engineer in charge.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contactorhimself.

ii. The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of theEngineer-in-charge.

30. Correction of Defects noticed during the Defects LiabilityPeriod.

30.1 (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to becorrected.

(b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer’snotice.

(c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall

remove the defects and deficiencies within the period specified in the notice and submit to the Engineer acompliance report.

31. Uncorrected Defects andDeficiencies

31.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect ordeficiency

corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

D. CostControl

32. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

33. Payments forVariations

33.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the samerate.

33.2 The rate for Extra/Excess shall be governed by clause 10.A of Standard General Condition of Contract

34. Cash FlowForecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

35. PaymentCertificates

The payment to the Contractor will be as follows for construction work:

(a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In- charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In- charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

(b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 daysand certify the amount to be paid to theContractor.

(c) The value of work executed shall be determined, based on measurements by theEngineer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantitiescompleted.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of laterinformation.

(g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified intender.

36. Payments

36.1 Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. TheEmployer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.

36.2 All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of Brihanmumbai Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not beensustained.

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the EngineerIn-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

37. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with theEngineer.

38. Tax

GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any taxes and duties. Wherever the services to be provided by the tenderers, falls under reverse charge mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ duties/cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/ any other levies/ tolls, etc. except that payment/ recovery for overall market situation shall be made as per price variation and **if there is any subsequent change (after submission of Bid) in rate of GST applicable on the work / services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provision of GST Act.**

39. Currencies

All payments will be made in Indian Rupees.

40. LiquidatedDamages

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date.

Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the

Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

41. Cost ofRepairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing theContract

42. Completion of Construction andMaintenance

42.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per clause no.8(g) of Standard General Conditions ofContract.

43. Taking Over

43.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period if specified in thecontract.

44. Final Account

Final joint measurement along with the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.

If the contractor fails to submit the final bill within 1 month, the Brihanmumbai Municipal Corporation staff will prepare the final bill based on the joint measurement within next 3 months.

Engineer's decision shall be final in respect of claims for defect and pending claims against contractors. No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and will be paid within 30 days of acceptance of the final bill.

The contractor have to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

After 15 days from the date of completion/running bill upto certain date, upto next 15 days i.e. upto 30 Days	Equal to 5% of bill amount
Next 15 days upto 45 days from the dateof completion/running bill upto specified date	Equal to 10% of bill amount
If not submitted within 45 days from the dateof completion/ R.A. bill	Bill will not be admittedfor Payment

45. Operating and MaintenanceManuals

45.1 If "as built" Drawings and/or operating and maintenance manuals are required, theContractor shall supply them by the dates stated in the ContractData.

45.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to theContractor.

46. Termination

46.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of theContract.

46.2 Fundamental breaches of Contract shall include, but shall not be limited to, thefollowing:

a) The Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by theEngineer;

b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

d) The Contractor does not maintain a Security, which isrequired

e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevantclause.

f) The Contractor fails to provide insurance cover as required under relevant clause.

g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing theContract.

h) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;and

i) Any other fundamental breaches as specified in the ContractData.

j) If the Contractor fails to deploy machinery and equipment or personnel as specified inthe Contract Data at the appropriatetime.

46.3 When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental ornot.

46.4 Notwithstanding the above, the Employer may terminate the Contract forconvenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safeand secure, and leave the Site as soon as reasonablypossible

47. Payment uponTermination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to theEmployer

47.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protectingand securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less**Property**

48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for itsuse.

49. Release fromPerformance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

Other Conditions of Contract

50. Labour

50.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feedingand transport.

50.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer mayrequire.

51. Compliance with LabourRegulations

(a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the localauthority.

(b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by theEmployer.

(c) The Contractor shall require his employees to obey all applicable laws including those concerning safety atwork.

(d) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point oftime.

52. Drawings and Photographs of theWorks

52.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In- charge and lastly after the completion of the work. No separate payment will be made to the Contractor forthis.

52.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub- Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

53. The Contractor 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 saidAct and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and saidRules.

54 ContractDocument

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

1) Contract Agreement (ifcompleted)

2) The letter ofAcceptance

3) The Bid:

4) Addendum to Bid; if any

5) Tender Document

6) The Bill of Quantities:
7) The Specification:

8) Detailed Engineering Drawings

9) Standard General Conditions of Contracts (GCC)

10) All correspondence documents between bidder/contractor andBrihanmumbai Municipal Corporation.

55 Conflict of Interest

The Applicant shall not have a conflict of interest (the "ConflictofInterest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process,if

1. A constituent of such Applicant is also a constituent of another Applicant;or

2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant;or

3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or eachother;

   or

4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

56. Applications and coststhereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be

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

57. Acknowledgment byApplicant

It shall be deemed that by submitting the Application, the Applicant has:

a. made a complete and careful examination of the tender;

b. received all relevant information requested from theAuthority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred;and

d. Agreed to be bound by the undertakings provided by it under and in termshereof.

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

58. Right to accept or reject any or all Applications/Bids

Notwithstanding anything contained in this TENDER, "The Authority" reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

"The Authority" reserves the right to reject any Application and/ or Bid if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of theApplication.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by "The Authority", that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as

the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by "The Authority" to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

"The Authority" reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

59 The bid shall be rejected if thebidder-

a. Stipulates the validity period less than 180days.

b. Stipulates owncondition/conditions.

c. Does not fill and (digital) sign undertaking forms, which are incorporated, in thedocument.

60 Clarifications

Applicants requiring any clarification on the tender may notify "the Authority" in writing or by fax or e-mail. They should send in their queries before the date specified in the header data. "The Authority" shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

"The Authority" shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

"The Authority" may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

61 **Amendment oftender**

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

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

Preparation and Submission of Application

62 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

63 **Format and signing ofApplication**

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

64 **Marking of Applications**

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents, upload in folder as “VENDOR” together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

65 **LateApplications**

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

66 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

67 **Clarification Of FinancialBids**

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

68 **Inspection of site and sufficiency oftender:**

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as ispracticable),

the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.

2. The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by Brihanmumbai Municipal Corporation or Govt. at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specifiedtime.

3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on anymisunderstanding.

4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

    - Any extension of time to which the Contractor is entitled and τhe amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price and notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and

any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costing shall be got approved by the competent authority as governed vide rules prevailing withauthority.

5. <u>Office for the Engineer (Works costing upto Rs.50Lakhs)</u>

The Contractor shall at his own cost and to satisfaction of the Engineer provide a small temporary office, at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, telephone with a pre-requisite of e-governance and electronic communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance for Municipal Staff.

6. Contractor's office near works: The Contractor shall have an office near the works at which notice from the Commissioner or the Engineer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities fore-governance

69 **OfficialSecrecy:**

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

70 **SubsequentLegislation**:

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted

authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of Brihanmumbai Municipal Corporation and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. Brihanmumbai Municipal Corporation reserve the right to take decision in respect of addition/reduction of cost contract.

71 Patent, Right andRoyalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

72 Payments, Tax andClaims:

- **The limit for unforeseenclaims**

Under no circumstances whatever the contractor shall be entitled to any compensation from Brihanmumbai Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Eng-in-change within 1 month of the case of such claim occurring.

- **No interest for delayed payments due to disputes,etc:**

It is agreed that the Brihanmumbai Municipal Corporation or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer’s or officer’s hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73 **Settlement ofDisputes:**

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased

Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

- **Settlement ofDisputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl.
Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been

communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

74 Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by Arbitration as follows:

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined byarbitrator. In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

75 Copyright:

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation,

maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the wholeworks.

76. **Receipts to be signed in firm's name by any one of the partners:**

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

77 Proprietarydata

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

78 Correspondence with theApplicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

79 Price VariationClause

The Contractor shall be reimbursed or shall refund to the Corporation as he case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions

made in the following paras, however, no price variations shall be made applicable for contracts upto 12 months:

A) Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submissionof

the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.

B) Labour and other materials: For the purpose of this contract and for allowing reimbursement of refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on the formula enunciated below which is based on the presumptions that:

i) The general price level of labour, rises or falls in proportion to the rise or fall of consumerprice index number 9 (general) for working class inMumbai.

ii) The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. ofIndia'.

iii) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent being the presumptive profit of thecontractor.

a) Formula for Labour component:

$$VL = \frac{(0.88\ R) \times 30}{100} \times \frac{(I - IO)}{IO}$$

b) Formula for Material component:

$$VM = \frac{(0.88\ R \times 70 - C)}{100} \times \frac{(W - WO)}{WO}$$

Where –

VL = Amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of index referred to above.

I = Consumer Price Index number of working class for Mumbai (declared by the Commissioner of Labour and Director of Employment, Mumbai) applicable to the period under reference (base year ending 2004-05 as 100 i.e. new series of indices).

IO = Consumer price index number for working class for Mumbai (declared by the

Commissioner of labour and Director of Employment, Mumbai) prevailing, on the day of

28 days prior to the date of submission of the tender.

VM = The amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of wholesale price index for period under reference.

W = Average wholesale price index as published by Economic Adviser to Govt. of Indiaapplicable to the period underreference.

WO = Wholesale price index as stated above prevailing on the day of 28 days prior to the date of submission of the tender.

R = Total value of the work done during the period under reference as recorded in the Measurement Book excluding water charges and sewerage charges but including cost of excess in respect of item upto 50 percent

C = Total value of Controlled materials used for the works as recorded in Measurement Book and paid for at original basic rate plus the value of materials used .

i) The quantity of the Controlled material adopted in working out the value of 'C' shall be inclusive of permitted wastages as / if mentioned inspecifications.

ii) The basic rate for the supply of controlled material shall be inclusive of all the components of costof materials excluding transport charges incurred for bringing the material from place of delivery to the site.

Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will claimed from (when the result is minus) the contractor's next bill. The above formulae will be replaced by the formulae in Annexure-I as and when mentioned in special conditions of contract

The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the

work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.

The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractors.

iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken aszero.

C) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension oftime.

D) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A (i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure-I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created duringexecution.

80. Maximum Price Variation shall be asfollows:

Time Period of Project	Maximum limit of Price Variation
Up to 12 months	No variation allowed

Note: 1) The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e. from first slab to second slab or from second slab to third slab, then the maximum limit of original slab will prevail.

2) Operative period shall mean original or extended time period of contract.

For example:

Extension of Time period	**Maximum Price Variation**

If original period of 11 months **including** monsoon extends to 16. The operative period will be 11+5 months.	No variation allowed
If original period of 11 months **excluding** monsoon extends to 16. The operative period will be 11+5 months.	Maximum 5% variation allowed

Price Variation during Extended Period of Contract:

Extension Due To Modification & Extension for delay due to Brihanmumbai Municipal Corporation :

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices. In case the indices increases or decreases, above/below the indices applicable, to the last month of the original or extended period vide clause8(l)(a)(i) and (ii) of standard GCC

(ii) Extension Of Time For Delay Due ToContractor

(a) The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause 8(l)(a)(i) and (ii) of standardGCC.

(b) The price variation shall be limited to the amount payable as per the indices, in case the indices decrease or fall below the indices applicable, to the last month of original / extended period of completion period vide above clause 8(l)(b) of standard GCC, then lower indices shall beadopted.

(iii) Extension of Time For Delay due to reasons not attributable to Brihanmumbai Municipal Corporation and Contractor (Reference Cl.8(d) of StandardGCC):

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.

81. Payment:

Interim Payment :

i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer shall arrange to have the bill s verified by taking or causing to be taken, where necessary, the requisite measurement ofwork.

ii) Payment on account for amount admissible shall be made on the Engineer certifying The sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money andsuch other amounts as may be deductible or recoverable in terms of thecontract

iii) On request, the contractor will be paid upto 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paidthereafter.

iv) No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the saidmilestone.

v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with thecontract.

82 Banning/De-Registration of Agencies of Construction works inBrihanmumbai Municipal Corporation

- **The regulations regarding Demotion/ Suspension Banning for specific period or permanently / De-Registration shall be governed as per the respective condition in Contractor Registration Rules of Brihanmumbai Municipal Corporation.**

83. Compensation for delay:

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the

Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at

Contract Rates as ordered including the value of all deviations ordered:

- Completion period for projects (originally stipulated or as extended) not exceeding 6 months :**to the extent of maximum 1 percent perweek.**
- Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent perweek.**
- Completion period for projects (originally stipulated or as extended) exceeding 2 years :**to the extent of maximum ¼ percent perweek.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

i) Completion period (as originally stipulated or as extended) not exceeding 6 months:**10 percent.**

ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years :**7½percent.**

iii) Completion period (as originally stipulated or as extended) exceeding 2 years : **5percent.** The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the MunicipalCorporation.

84. Action And Compensation Payable In Case Of Bad Work And Not Done AsPer Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge,

his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the Brihanmumbai Municipal Corporation or any organization engaged by the Brihanmumbai Municipal Corporation for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.e. of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on thecontractor.

If the penalization amount exceeds maximum limit with respect to Clause 8.e of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

85 Contractors remain liable to pay compensation:

In any case in which any of the powers conferred upon the Engineer In-charge by the **relevant clauses** in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of liable to pay compensation amounting to the whole his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Executive Engineer taking action against these **relevant clauses,** he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expense of sell them by auction or private sell on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

86. No Claim To Any Payment Or Compensation Or Alteration In Or Restriction OfWork

(a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against thecontractor.

The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(c) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

(c) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

87. Contractor to supply plant, ladder, scaffolding, etc and is liable for damages arising from non provision of lights, fencing,etc.

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and

whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Eng-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

88. Prevention of Fire :

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

89. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Brihanmumbai Municipal Corporation property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be

bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from Brihanmumbai Municipal Corporation to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be broughtto
prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

90. In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for hisinformation.

91. Action where no specifications:

In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

92. Safety & MedicalHelp:

(i) The Contractor shall be responsible for and shall pay the expenses of providingmedical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Brihanmumbai Municipal Corporation, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of Brihanmumbai Municipal Corporation from any amount due or that may become due to theContractor.

(ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at anytime.

(iii) The workers shall be required to use the safety equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by thoseconcerned.

When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

93 . No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of ant delay in according to sanction of estimates.

94. Anti-malaria and other healthmeasures:

Anti-Malaria and other health measures shall be taken as directed by Executive Health Officer of Brihanmumbai Municipal Corporation Contractor shall see that mosquitogenic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of Brihanmumbai Municipal Corporation from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay Brihanmumbai Municipal Corporation on anti-malaria measures to control the situation in addition to fine.

SECTION-10

SPECIFICATIONS & SELECTION OF MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2013. The specifications of the items of USOR are available on Brihanmumbai Municipal Corporation portal http://portal.Brihanmumbai Municipal Corporation.gov.in underthe Tender tab. Hence the deserving contractor shall either download the same from Brihanmumbai Municipal Corporation portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office.

SELECTION OF MATERIAL

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved be-yond doubt that no better materials of the particular kind in question are available in themarket.

2. The contractor shall obtain the approval of the Engineer of samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every respect to their approved samples. Fresh samples shall be deposited with the Engineer when-ever the type or source of any materialchanges.

3. The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by the Engineer, orboth.

4. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All B bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.

5. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24hours.
6. The Engineer shall have power to cause the Contractors to purchase and use such materialsfrom any particular source, as may in his opinion be necessary for the proper execution of thework.
7. Notwithstanding the source, the sand shall be washed using sand washing machine beforeuse.

SECTION-11

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice,undesirable practice or restrictive practice in the BiddingProcess.

- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engagedor indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engagedor indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

- For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned tothem:

A. "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

C. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

D. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;and

E. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the BiddingProcess.

F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or inexecuting

the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevantClause.

For the purposes of this Sub-Clause:

i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of anotherparty;

ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financer staff and employees of other organizations taking or reviewing procurementdecisions.

iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid anobligation;

iv. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of anotherparty;

v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperlythe actions of aparty;

vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators inorder to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;or

vii. acts intended to materially impede the exercise of the Financer’s inspection and Audit rightsprovided

viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contractexecution

ix. ”parties” refers to participants in the procurement process (including publicofficials) attempting to establish bid prices at artificial, noncompetitivelevels.

x. a “party” refers to a participant in the procurement process or contractexecution.

SECTION-12

PRE BID MEETING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION –13

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until furtherinstructions.

2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankersGuarantee.

List of approved Banks:-

	S.B.I and its subsidiary Banks
	State Bank Of India.
	~~State Bank Of Bikaner & Jaipur.~~
	State Bank Of Hyderabad.
	State Bank of Mysore
	State Bank Of Patiyala
	State Bank Of Saurashtra
	State Bank Of Travancore.
	Nationalized Banks
	Allahabad Bank.
	Andhra Bank
	Bank Of Baroda.
	Bank Of India
	Bank Of Maharashtra
	Central Bank Of India
	Dena Bank

	Indian Bank
	Indian Overseas Bank
	Oriental Bank Of Commerce.
	Punjab National Bank
	Punjab & Sindh Bank
	Syndicate Bank
	Union Bank of India
	United Bank of India
	UCO Bank
	Vijaya Bank
	Corporation Bank
	Scheduled Commercial Bank
	Bank of Madura Ltd.
	Bank of Rajasthan Ltd.
	Banaras State bank Ltd.
	Bharat Overseas BankLtd.
	Catholic Syrian Bank
	City Union Bank Ltd
	Development Credit Bank.
	Dhanalakshmi Bank Ltd.
	Federal Bank Ltd.
	Indsind Bank Ltd.
	I.C.I.C.I Banking Corporation Ltd.
	Global Trust Bank Ltd.
	Jammu & Kashmir Bank Ltd.
	Karnataka Bank Ltd.
	Karur Vysya Bank Ltd.
	Laxmi Vilas Bank Ltd.
	Nedugundi Bank Ltd.

	Ratnakar Bank Ltd.
	Sangli Bank Ltd.
	South Indian Bank Ltd.
	S.B.I Corporation &Int Bank Ltd.
	Tamilnadu Mercantile Bank Ltd.
	United Western Bank Ltd.
	Vysya Bank Ltd.
	Schedule Urban Co-op Banks
	Abhyudaya Co-op Bank Ltd.
	Bassein Catholic Co-op Bank Ltd.
	Bharat Co-op Bank Ltd.
	Bombay Mercantile Co-op Bank Ltd.
	Cosmos Co-op Bank Ltd.
	Greater Mumbai Co-op Bank Ltd.
	Janata Sahakari Bank Ltd
	Mumbai District Central Co-op Bank Ltd
	Maharashtra State Co-op Bank Ltd
	New India Co-op Bank Ltd.
	North Canara G.S.B. Co-op Bank Ltd.
	Rupee Co-op Bank Ltd.
	Sangli Urban Co-op Bank Ltd.
	Saraswat Co-op Bank Ltd.
	Shamrao Vithal Co-op Bank Ltd
	Mahanagar Co-op Bank Ltd
	Citizen Bank Ltd
	Yes Bank Ltd
	Foreign Banks
	ABM AMRO (N.Y.) Bank
	American Express Bank Ltd

	ANZ Grindlays Bank Ltd
	Bank Of America N.T. & S.A
	Bank Of Tokyo Ltd
	Bankindosuez
	BanqueNationale de Paris
	Barclays bank
	City Bank N.A
	Hongkong & Shanghai banking Corporation
	Mitsui Taiyokbe Bank Ltd
	Standard Chartered Bank
	Cho Hung Bank

SECTION –14

SPECIAL DIRECTIONS

TO THE TENDERER

SPECIAL DIRECTIONS TO THE TENDERER

1) In addition to the General Conditions of Contract, consultant's instructions will supersede

2) This special conditions is to be read along with the detailed specifications of Brihanmumbai Municipal Corporation as per Standard Bid Document of Brihanmumbai Municipal Corporation. Standard General Conditions of Contract for Construction Works 2016 and electrical / mechanical as amended upto date shall be applicable to this work unless the same are contradictory to any of the conditions stated in the 'special directions' to the tenderers

3) The Bidder/Contractor having visited the site is understood to have fully understood the scope of works. The Bidder/Contractor has to take maximum care in handling all the utilities (both over-ground and under-ground) that are existing on the site.

4) Tree Cutting and transplantation-: on a written directive from Brihanmumbai Municipal Corporation, the bidder/ contractor shall make all arrangements including inspections, obtaining permissions from the local bodies for cutting of the trees and / or transplanting the trees to a predetermined approved location, making pits, providing manure / fertilizers / pesticides, watering till the desired period, all as per the requirements and directions of the concerned governing bodies and Brihanmumbai Municipal Corporation, the bidder/contractor shall take all due care in terms of environmental rules and regulations as per the best prevalent practices, all the cost arising thereof shall be borne by the bidder & No extra cost shall be paid for the same. (Details attached below)

5) The Municipal Commissioner does not bind himself to accept the lowest or any tender.

6) The tenderer shall not withdraw the offer until notice of non-acceptance is communicated to him or five calendar months after the date of tender, whichever is earlier.

7) Successful bidder / contractor shall submit B.G. of requisite amount as per guidelines issued by Brihanmumbai Municipal Corporation vide policy circular u/no. Ch.E/DP/674/Gen Dtd.-06.04.2018 and Ch.E/DP/2373/Gen Dtd. 25.04.2018 in addition to BG required as per GCC.

8) All charges on account of Royalty, Octroi, terminal or sales tax and other duties on material obtained for the work from any source including the tax applicable as per latest GST Act on the transfer of property in goods involved in the execution of works shall be borne by the contractors.

9) SAFETY AND RELATED

1. Contractor shall cordon off the area, Entry & Exit has to be closed for public at the demolition site, where the scaffolding is to be erected & proper sign boards (work in progress, men at work, danger area etc.) has to be displayed and any additional supports to be provided if required to avoid mishaps of any kind.
2. The contractor shall ensure at all the time the movement of their workmen (labours) are restricted to the allotted worksite and all practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding.
3. All labours, supervisor & engineer should be in proper PPE (personal protective equipment) as considered adequate by Engineer-In-charge; eg: safety shoes, safety helmet, hand gloves, goggles, dust mask & high visibility jackets (vest).
4. The scaffolding wherever required to be erected for demolition work and for other works such as painting of mess building wall, the work on the scaffolding shall only be commenced after inspection of the scaffolding by the concerned Engineer-in-charge/structural consultant.
5. Contractor shall also to take all precaution to safeguard existing structures, their occupant , nearby road, passerby, pedestrian, and vehicles,etc.
6. First Aid Box should be kept at site during demolition work for any accident/incident.
7. Fire Extinguisher has to available at site.
8. Emergency Vehicle to be kept ready at site by contractor.
9. Permission has to be taken from concerned authority e.g. BEST, MGL, MTNL. Etc, for disconnection services before commencing the demolition work.

10) RECORD MAINTENANCE

For record maintenance, in addition to SBD Cl.52 (Drawings and Photographs of the works, the following is to be followed by the contractor

1. EXECUTION SCHEDULES:

As per the conditions of GCC 8.i, for CPM/PERT Chart , Along with the construction programme CPM/PERT Chart, the Contractor shall also submit the following schedules:

a) Material samples Schedule

b) Materials Schedule (including status and mobilization programme)

c) Plant and Equipment Schedule

d) Manpower Schedule

2. DAILY SITE REPORTS:

The Contractor shall throughout the contract period, submit daily site progress reports (DPR) to the Engineer-in-charge. The format of the DPR shall be approved format and may change at times. Generally, reports will include, but not be limited to:

a) Record of the Site progress

b) Number of employees on the Site

c) Number of men employed on individual trades

d) Plant and machinery at site (including an indication as to whether the plant is working or standing)

e) Material Log for recording daily consumption and balance materials at the Site

f) The weather conditions and temperature at the Site

g) Notification of accidents

h) Events influencing the progress of the Work

The records should include all staff employed by the Contractor as Sub-contractors

3.PROGRESS REPORTS:

As per GCC Cl.8.i, At the end of each month the Contractor shall submit a monthly progress report in a format agreed with the Engineer-in-charge. The reports shall include 3 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

4.SITE REGISTER:

The Contractor shall maintain a site register, which records the name and time of arrival on the Site of any visitors.

5. BUREAU OF INDIAN STANDARDS (BIS):

A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions/amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all latest publications of relevant Indian Standard Specifications applicable to the Work at the Site, as listed

in the Specifications. Amendments to BIS codes announced after finalization of the Contract shall be followed.

11) QA/QC POLICIES/NORMS,

In addition to SBD Part 'C' of Quality Control, the following to be followed

1. Contractor to submit Quality assurance Plan of package in respect of all materials to be supplied and works to be performed by contractor, Brihanmumbai Municipal Corporation/PMC shall review and approve.
2. Regular quality audit is to be arranged by contractor in presence of Brihanmumbai Municipal Corporation/PMC/Consultant.
3. QA/QC report to be prepared for entire package on regular basis and to be submitted to Brihanmumbai Municipal Corporation/PMC for monitoring corrective action by concerned agencies.
4. Contractor to prepare Overall project specific Quality Assurance and Quality Control (QA/QC) system for various phases of the project (i.e. Engineering, Procurement, Construction and commissioning). Approval from Brihanmumbai Municipal Corporation/PMC to be obtained on QA/QC program and QAP for equipment's/ instruments/electrical items/package items etc.
5. All necessary record maintenance to implement the QAP shall be maintained by the contractor and shall be open for inspection by Brihanmumbai Municipal Corporation/PMC at any time during the contract period.
6.

- For guidance in the preparation of the Manual, the following printed Publications may be referred to :

a. Quality Assurance Manual for Construction of Concrete Structures (Bridges & Flyovers) by C.P.W.D.

b. Compilation of Quality Assurance Circulars of C.P.W.D.

7. The new plant and machinery equipment such as air-conditioning plant and accessories, DG set, transformers, various HT/LT panels, UPS, EPABX and any other major components to be brought to site by the successful tenderer shall be offered for pre-dispatch inspection at respective manufacturer's place. For this purpose an arrangement of to and fro transportation,

necessary food and stay etc for two engineers of Brihanmumbai Municipal Corporation and one engineer of consultant shall be made by the successful contractor at his own cost. Any equipment brought at site without pre dispatch clearance will be liable for rejection.

QUALITY AUDIT

The Employer through project Management Consultant may decide to conduct quality audit at regular intervals on the works done by the contractor by way of Rebound hammer Tests, USPV and other applicable test, etc. the Contractor will be required to provide logistic supports for such activities by way of arranging approaches, ladders, scaffolding, manpower, etc. to the Employer for conducting such audits at no extra cost to the Contract.

12) EXTRA EXCESS-FAIR ITEMS, ANTI PROFITEERING, ADDITION – ALTERATION, DISCREPANCIES

1. The Extra/Excess and Fair items work if any shall be carried out by the successful bidder in the same percentage quoted by him, (i.e. if '*rebate is quoted then at rebated rate'* and '*if premium is quoted then at par'*.)- as per circularNo.CA (F)/Project/31 Dt. 26/10/2020.
2. Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the "Anti Profiteering Measure' (APM) As per the provision of this section, Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices' Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced rate or additional input tax credit, to Brihanmumbai Municipal Corporation. Further, all the provisions of GST Act will be applicable to the tender
3. If any additions/alteration is required to be carried out other than the specified in the plans, but the quantities are within the limit as per relevant GCC condition / prevailing circular, the contractor should carry out the said work at the same rate quoted by him.
4. When any discrepancy is observed in any two conditions/clauses of the tender in that case the stringent of the two shall prevail.
5. Engineer -in-charge reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed

13) POWER - WATER SUPPLY, LABOR CESS AND STAMP DUTY

1. Contractor will have to make own arrangement for getting the electrical supply / temporary electric meter on site for fabrication and allied works at their own cost.

2. Plumbing and sanitary works will have to be carried out through licensed plumber. All plumbing lines will be provided 50mm away from wall with spaces as directed. The horizontal and vertical lines should be in line & level.

3. Labour Cess will be applicable as per prevailing norms and rules / as per circular under no. CA/FRT/12 Dated 21/06/2012 and shall be borne by successful bidder / contractor.

4. The bidder shall take due cognizance of guidelines issued u/no.CA/F/P/City/19 Dated 15/09/2017 and u/no.CA/F/P/City/24 Dated 10/10/2017 CA/F/P/CITY/28 dt 10.11.2017 shall submit irrevocable undertaking in Annexure-A format on Rs.500/- stamp paper enclosed in Draft Tender.

5. Stamp duty as applicable as per prevailing norms and rules and/or as per circular u/no. ChE/BM/17800/II Dt. 07.01.2016

14) PERMISSIONS, SECURITY AND MAINTENANCE

1. The Bidder shall be responsible, before and during erection/ commissioning/ handing over, for obtaining all necessary permissions from any statutory/ regulatory bodies, as applicable. All costs towards the required fees, documentations, etc. is deemed to have been included in the bid cost and no extra payments under any conditions shall be payable or entertained.

2. Unless and until entire building is handed over to the user department the responsibility of security and maintenance lies with the contractor and contractor shall provide his own security and no theft complaints shall be entertained by Engineer-in-charge and no separate watch and ward will be paid for this.

1. HANDING OVER

After completion of the proposed work, the tenderer/ contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.

2. Successful bidder shall submit the structural stability certificate issued by registered structural engineer after completion of building/structure.

15) DLP AND MISCELLAINEOUS

1. Bidder to note that recent Government notification regarding Latent Defect Liability u.no. TPB4317/123/CR-32/2017/UD-11 dtd 07/03/2018 is applicable.

2. The tenderer shall indemnify and keep indemnified the Brihanmumbai Municipal Corporation against all damages or compensation payable by law in respect or in consequence, if any, accident or injury to any workman or any other person, woman in employment of the contractor or any other sub-contractor against all claims.

3. The tenderer should submit indemnity bond on stamp paper of Rs.500/-indemnify M.C.G.M. and its officers against any mishap during the progress of work as well as during the defect liability period.

SECTION-15

APPENDIX

FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai Sir,

I/ We have read and examined the following documents relating to the constructionof_____

_____

_____

i. Notice invitingtender.

ii. Directions to tenderers (General andspecial)

iii. General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up todate.

iv. Relevantdrawings

v. Specifications.

vi. Specialdirections

vii. Annexure A andB.

viii. Bill of Quantities andRates.

1A.I/We

_____

(full name in capital letters, starting with surname), the Proprietor/Managing Partner/ Managing Director/ Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to

……

…….

……..

…….……..……..……

……

Referred to in the specifications and schedule to the accompanying form of con- tract of the rates entered in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work."

2. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in allrespects.

* At the rates entered in the aforesaid Bill of Quantities andRates.

3. According to your requirements for payment of Earnest Money amounting to Rs._____**/-(Rs.**

_____)

I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest

S t

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5below).

5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to theCorporation.

6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely,if.

a. I/We fail to keep the tender open asaforesaid.

b. I/We fail to execute the formal contract or make the contract deposit

when called upon to doso.

c. I/we do not commence the work on or before the date specified by the Engineer in his workorder.

7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the saidcontract.

8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme1970.

9. "I/We…….....have failed in the accompanying tender withfull knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in thistender.

10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us inthis tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or iswith-
drawn by the Corporation,"

Address

Yours faithfully,

……

……..…..

Digital Signature of the Tenderer or the Firm

……

2……

3……

4……

5……

Full Name and private residential address of all the partners constituting the Firm

A/c No.

…. ……

…….. Name of Bank

…….. ……

…….. Name of Branch

…….. ……

…….. Vender No.

……

AGREEMENT FORM

Tender/Quotation dated.....20…

Standing Committee/Education Committee Resolution No. ……..…….
CONTRACT FOR THE WORKS ……..……..……..……

……...……..……

……...……

This agreement made this day of …… ……. ……. ……

Two thousand……Between

……..……..……..……..……

……..……..……..……..…..

inhabitants of Mumbai, carrying on business at…… ……..…..…… ……

……...……..……

in Bombay under the style and name of Messrs……..……

……... (Hereinafter called "the contractor of the one part and Shri ……
……..……..…….

the Director(E.S.&P.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOWTHIS
THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referredto:-

2) The following documents shall be deemed to form and be read and constructed as a part of this agreementviz.

a) The letter ofAcceptance

b) TheBid:

c) Addendum to Bid; ifany

d) TenderDocument

e) The Bill ofQuantities:

f) TheSpecification:

g) Detailed EngineeringDrawings

h) Standard General Conditions of Contracts(GCC)

i) All correspondence documents between bidder andBrihanmumbai Municipal Corporation

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity inall respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to theContractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by thecontract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed with designation stamp of the contractor, sealed & delivered by the contractor/s) Seal

Trading under the name & style of)

_____

_____

_____

_____

In presence of the witness :)
Witness no.1 : Name & Address
Name -_____
Resi. Address -_____
_____ Signature of Witness no.1

Witness no.2 : Name & Address
Name -_____
Resi. Address -_____ Signature of Witness no.2

__

Signed by the Dy.Municipal
Commissioner, The Dir(E.S&P)
in presence of
1._____
2._____ Dir(E.S.&P.)

Name and signature of Concern
Dy.Ch.E. & Ch.E.(HOD) with
Designation Stamp Dy.Ch.Eng Chief Engg.
Shri./Smt. Shri./Smt.

The common seal of the Municipal
Corporation of Greater Mumbai was
affixed on the _____ Day of
____.___.20__ in presence of
1. _____
2._____

Two members of the standing committee
of the Brihanmumbai Municipal Corporation

Witness :
(Shri./Smt. _____)
Office Superintendent,

Municipal Secretary's Office.

ANNEXURE " A "

Name of work: Textile Village at United Mills 2&3, Kala Chowki, Byculla East, Mumbai (Phase I-Part 2)

1. The Engineer forthis work: Chief Engineer (B.M..)
Dy.Ch.Eng.(B.M.)City
Exe.Eng.(H.Q.)

2. Estimated cost of Tender:

Sr No	Description of work	Total Amount Rs.
1	Logo-1	
2	Logo-2	
3	Name Board	
4	Bracket for signboard	
5	Pylon signage	
6	Info Plaque	
7	Key Map	
8	Direction Signages	
9	Amphitheatre(Letters on wall)	
10	Wall Mural	
11	3D model of the project	
12	Brihanmumbai Municipal Corporation logo	
13	Electrical fittings	
14	Regulatory Signages	
15	CCTV signages with bracket	
16	Tree Tags	
	TOTAL – **Thirty Eight Lakhs Eighty Thousand Only**	

3.

4. Time Period:

1.	Contract as a wholePart completion	4 months (inclusive of monsoon)

2.	Part or Groups of items	
	i)	i)
	ii)	ii)
	iii)	iii)

Percentage to be charged as supervision charges for the work got executed through other means10 percent.

The "Actual cost of the work" shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up todate.

2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Tax

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that Brihanmumbai Municipal Corporation will not bear any additional liability towards payment if any Taxes & Duties.

Wherever the services to be provided by the Tenderers falls under Reverse charge mechanism, The Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by Brihanmumbai Municipal Corporation shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except the payment/recovery for overall market situation shall be made as per price variation.

Annexure B

PRE-CONTRACT INTEGRITY PACT

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Brihanmumbai Municipal Corporation, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of theContract.

2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Brihanmumbai Municipal Corporation or otherwisein procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair meansand illegalactivities.

5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Brihanmumbai Municipal Corporation or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for suchpayments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Brihanmumbai Municipal Corporation as part of the

business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any othermanner without supporting it with full and verifiablefacts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentionedabove.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the BiddingProcess

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

1. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

2. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;and

3. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the BiddingProcess.

Signature of Tenderer/Bidder

Annexure C On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I,_____of_____, do hereby declared and

undertake asunder.

1. I declare that I have submitted certificates as required to Executiveengineer

(Monitoring) at the time of registration ofmyfirm/company_____and there is no change in the contents of the certificates that are submitted at the time ofregistration.

2. I declarethat I_____in capacity as Manager/Director/Partners/Proprietorsof

_____has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacityas
_____of_____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work inaccordance with the terms and conditions and within the time prescribed and specified, Brihanmumbai Municipal Corporation is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of thecon-tract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at anytime.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site incharge

Signature of Tenderer/Bidder

BANKERS GUARANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTUREmadethis_____dayof_____BETWEEN

THE_____BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns)of the firstpart

_____ _____

inhabitants carrying onbusiness at_____in Mumbai under the style and nameofMesser's_____(hereinafter referred to as 'the consultant') of the second partShri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE Brihanmumbai Municipal Corporation (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the workof "_____and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sumof Rs._____(Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him, from time to time, so to do, a sum not exceeding in thewhole Rs. _____(Rupees_____). under the terms of the said tender and /or the contract. The B.G. Isvalid upto

_____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restrictedto Rs._____onlyand

guarantee shall remain inforceupto_____ _ unless the demand or claim under this guarantee is made on us in writing onorbefore_____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guaranteethereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Nameand_____

address_____

WITNESS(2)_____

Nameand_____the duly constituted AttorneyManager

address _____

the Bank and the saidMesser’s _____

_____(Name of the Bank) WITNESS(1)_____

Nameand_____

address _____

WITNESS(2)_____

Nameand_____

ForMesser’s _____

address _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

Annexure- D <u>Rate Analysis</u>

Item Description

Sr.No	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
	Basic Material (Rate should be inclusive of all taxes)				
	Machinery Hire Charges				
	Labour Type		(labour components)		
	Total of all components				
	Per unit rate				

Sign & Seal of the Tenderer

PROFORMA- I

The list of similar works as stated in para 'A' of Post qualification during last five years–

PROFORMA- I

Sr. No	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

a. Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the aboveproforma.

b. Works shall be grouped financialyear-wise.

~~PROFORMA- II~~

Yearly turnover of Civil Engineering Construction Works during the last five years.

PROFORMA- II					
Sr. No.	Financial year	Annual Turnoverof CivilEngineering Works	Updated value to current year	Average of last 5 years	PageNo.
1					
2					
3					
4					
5					
TOTAL					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

PROFORMA- III

Atleast similar work, as stated in para 'A' of Post qualification,.

PROFORMA- III							
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in- charge for each work should be annexed in support of information furnished in the above proforma.

PERSONNEL:

PROFORMA – IV					
Sr. No	**Post**	**Name**	**Qualification**	**Work Experience**	
		(Prime Candidate/ Alternate)		No. of Years	Name of Projects
1	Artist				
2	Skilled labour				

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted /uploaded.

MACHINERY: (for special work only)

PROFORMA- V/A

Sr. No.	Equipment	Number	Owned/Leased/Assuredaccess
1	2	3	4

PROFORMA- V/B

Sr. No.	Equipment	Number	Owned
1	2	3	4

Note: The tenderer(s) shall furnish/upload the requisite Scanned Attested documents of ownership/leased of machineries. The undertaking from the suppliers will not be accepted.

PROFORMA – VI/ A

Details of Existing Commitments and ongoing works -

PROFORMA - VI/A							
Description of work	Place	Contract No & Date	Name & Addresses of employer	Value of contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA - VI / B

Details of works for which bids are already uploaded –

PROFORMA – VI / B

Description Of work	Place	Name & Address of Employee	Value of Contract In Rs.	Time Period	Date on which Decision is expected	Remarks
1	2	3	4	5	6	7

Note: Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.