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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

City Engineer/ Dy. City Engineer (BC) WS

No. Dy. C. E/ BC/...../ WS dated

E-TENDER NOTICE

Subject: Retender for the work of Appointment of Turnkey Contractor for Proposed Construction of a Net-Zero Energy, Water & Waste Building of New H/East Ward Office on plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Santacruz (E), in H/East Ward.

The Brihamumbai Municipal Corporation (BMC) 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/Companies registered under the Indian companies' act 2013, the contractors registered with the Brihamumbai Municipal Corporation (BMC) / PWD / CIDCO in Class I-A as per new registration excluding those who are blacklisted or against whom FIR has been filed, and those who are having equivalent or mor experience as per Circular No: Dir / E.S. & P / 1078 /MC of date 30.11.18, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period as per clause 93 of Registration Rules from the award of contract (in case of JV, the lead member should fulfil this criteria), 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. **Joint venture will be allowed for this tender.**

Bidding Process will comprise of THREE stages.

The applicant (tenderer) shall note that, the tender scrutiny fee of Rs.25,000 + 18 % GST shall be payable immediately after opening of Packet A & B (as per circular no CA/FRG/10 dtd. 19.10.2023) in any of the citizen facility center (CFC's) and receipt of the same shall be submitted on E- mail aebcwske01.ce@mcgm.gov.in,

4247799@mcgm.gov.in; before opening of Packet 'C. Challan for making the payment may be obtained from administrative office of DyCE(BC)WS Department.

The bidders can enrol themselves on website <http://mahatenders.gov.in> using the option "Online Bidder Enrolment". Possession of a Valid Class III Digital Signature Certificate DSC in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificate can be obtained from any one of the Certifying Authorities (CA's) details of which are available on the website <http://mahatenders.gov.in> under the link "Information about DSC". The website also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manual can be downloaded for ready reference. Vendors can also attend the training /Familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

Name and location of work	Contract Period	Estimated Cost of Project
Appointment of Turnkey Contractor for Proposed Construction of a Net-Zero Energy, Water & Waste Building of New H/East Ward Office on plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Santacruz (E), in H/East Ward.	24 Months (inclusive of monsoon)	Rs. 1,16,57,67,739.00 (excluding GST)

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. 1,16,57,700/- (One Crore Sixteen Lakhs Fifty Seven Thousand Seven 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 <http://mahatenders.gov.in> as mentioned in the Header Data of the tender.

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. 1,16,57,700/- (One Crore Sixteen Lakhs Fifty Seven Thousand Seven Hundred Only)** (the "EMD"), As per circular no u/No.CA/Finance/Project/19 dated 04.03.2024 issued by CA Finance, the tenderer shall pay entire amount of EMD (100%) through payment gateways of GOM on url <http://mahatenders.gov.in>. The bidder shall upload scanned copy of online paid EMD along with submission in Packet 'A'. Any bid not accompanied by acceptable bid security shall be rejected by the employer as non-responsive.)

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 header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. City Engineer (BC) WS. The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and 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 <http://mahatenders.gov.in>

The Applicants interested for the above referred works may contact the Dy. City Engineer (BC) WS at the following address on any working day during office hours.

Office of Dy. C. E. (BC) WS,
3rd floor, K/East Ward Office building,
Azad road, Gundavali, Andheri(E), Mumbai - 400 069.

The applicants may wish to visit the site under reference located at Santacruz (E), a part of Western suburban area of Mumbai and can collect the information of the present status from the department who have invited the bids.

The BMC 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 <http://mahatenders.gov.in>

Sd/-

Dy. City Engineer (BC) WS

HEADER DATA

Tender Document No	
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Appointment of Turnkey Contractor for Proposed Construction of a Net-Zero Energy, Water & Waste Building of New H/East Ward Office on plot bearing C.T.S. No. 3454/D & 3454/E of village Kolkalyan, Santacruz (E), in H/East Ward.
Scrutiny Fee	Rs. 25,000/- + 18% GST
Cost of E-Tender (Estimated Cost)	Rs 1,16,57,67,739.00/- (Excluding GST)
Bid Security Deposit/ EMD	Rs. 1,16,57,700/- through payment gateways of GOM on URL http://mahatenders.gov.in . The tenderer shall pay entire amount of EMD (100%) through payment gateways of GOM on url http://mahatenders.gov.in . The bidder shall upload scanned copy of online paid EMD along with submission in Packet 'A'. Any bid not accompanied by acceptable bid security shall be rejected by the employer as non-responsive.
Date of issue and sale of tender (start date)	28.08.2024
Last date & time for sale of tender	06.09.2024 upto 12:00 Hrs
Submission of Packet A, B & Packet C (Online) & receipt of bid security deposit	09.09.2024 upto 12:00 Hrs
Opening of Packet A	09.09.2024 after 16:00 Hrs
Opening of Packet B	09.09.2024 after 16:15 Hrs
Opening of Packet C	13.09.2024 after 16:00 Hrs
Address for Communication	Office of Dy. C. E. (BC) WS, 3 rd floor, K/East ward office building, Azad road, Gundavali, Andheri(E), Mumbai - 400 069.
Contact No	Shri. Vaibhav Bhagwat, Asst. Engineer (B.C.) W.S. Office no. 022-26848209 Mobile No.- 09819546546 e-mail-: aebcwske01.ce@mcgm.gov.in

	dycebccity.ce@mcgm.gov.in 4247799@mcgm.gov.in ;
Venue for opening of bid	Online the in office of Dy.C.E (BC) WS.

This tender document is not transferable.

The BMC reserves the rights to accept any of the applications or reject any or all the applications received for above subject without assigning any reason thereof.

Sd/-

Dy.C.E. (BC) WS

SECTION 2

ELIGIBILITY CRITERIA

For Original and New construction works

1.1 Technical Capacity:

A) For Main Bidder

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

a) **Three similar completed works each** of value not less than the value equal to **30%** of total estimated cost put to tender

Or

b) **Two similar completed works each** of value not less than the value equal to **40%** of total estimated cost put to tender

Or

c) **One similar completed work** of value equal and or not less than the **60%** of total estimated cost put to tender

The value of completed 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.

B) For Electrical Works:- (Including ELV services, AV system , Elevators, Solar System)

Main Contractor should submit the credentials of nominated sub-contractors for Electrical works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

Municipal registered electrical contractors in Class “A” as per new registration rule 2016 or class “AA” as per old registration rules ‘2015’. The contractor shall have valid PWD's electrical contractor's license

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

(Supporting documents and certificates shall be uploaded by main contractor in Packet B)

Fire Fighting, fire alarm and fire detection Work: -

Main Contractor should submit the credentials of nominated sub-contractors for Fire fighting and Detection works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

Firms dealing in the line of installations of Fire Fighting and sprinkler system and fire detection / suppression systems enlisted with Directorate of Maharashtra fire services having class ‘A’ license for Fire Fighting and sprinkler system and fire detection / suppression systems as eligible (as on the date of invitation on tender) licensing agency for SITC of Fire Fighting and fire detection / suppression systems (Supporting documents and certificates shall be uploaded by main contractor.)

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

HVAC Work: -

Main Contractor should submit the credentials of nominated sub-contractors for HVAC works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

Note:

1. All the items of the Plant & Machinery and accessories fabricated/brought as per specifications and drawings shall be approved class and liable for inspection and testing before dispatch.
2. Contractor shall arrange all the necessary tests (routine as well as functional) in the presence of the engineer at manufacturer premises or at site in accordance with the appropriate standards. No material shall be dispatched without the consent of the Engineer.
3. Contractor shall arrange visit for factory inspection of the equipment of various services i.e DG Set, Electrical panels, Fire Panel, STP, Lifts, CCTV etc. whenever necessary with required no of persons as specified by Engineer in charge at that time at any location within or outside India with no extra cost with proper permission of Competent Authority.

4. Contractor shall take prior approval of the competent authority for all equipment before execution.
5. All MOU with specialized subcontractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC.

1.2 Financial Capacity:

1. Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited (2020-21, 2021-22, 2022-23)

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.

In the case of Joint Venture, average turnover of the lead member will be considered.

2. The Bidder should have positive net worth of at least 30% of Contract Value and should be CA certified after the date of publication of the tender.

In the case of Joint Venture, this condition is applicable on the lead member.

3. The Bidder shall be ISO certified firm.

In the case of Joint Venture, this condition is applicable to any one member.

1.3 Similar Experience:

Where "Similar" shall mean "Construction of a RCC Framed Building / Prefabricated Structure with design including civil and finishing works, structural steel works, and all MEP services.

AND

The bidder (any member of JV) must separately submit at least one (1) completed building having Net Zero Energy and Net Zero Water in the same project of a design build basis of minimum 500 sq.mt. construction area within last seven (7) years from the date of publishment of the tender. The bidder shall submit the certified copy of completion of Net Zero Building from the competent authority i.e. IGBC / LEED / IFC EDGE or at least shall submit certified copy of application for Net Zero building with acknowledgement from the authority along with all relevant documents. In both the cases the building should have Completion Certificate / Occupation Certificate from the local competent authority.

(Bidder has to submit notarized MOU at the time of bidding and Registered MOU with the Specialized agencies shall be submitted after award of contract.)

(In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.)

2. Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

Where,

A = Maximum value of works executed in any one year (year 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 as per MGC/F/6565 dt. 25.09.18, or financial failures etc.

TECHNICAL EVALUATION

Sr. No.	Evaluation Criteria	Marks	Maximum Marks	Supporting Document
A	Commercial Strength of Bidder			
A1	Average annual turnover for the following financial years: FY 20-21, FY 21-22 and FY 22-23	>=30% of Estimated Cost & < 50% of Estimated Cost – 2 marks	3	Turnover certificate audited by statutory auditor mentioning average turnover of the 3 financial years. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the 3 financial years. In the case of Joint Venture, this condition is applicable on the lead member.
		>=50% of Contract Value 3 marks		
A2	Existence from the date of incorporation	0 to 2 years	3	Copy of Certificate of Incorporation/Partnership deed/ Registration self-certified by the Authorized Signatory of the company. In the case of Joint Venture, this condition is applicable on the lead member.
		>2 years & <7 years – 1 mark		
		>=7 years & <12 years – 2 marks		
		>=12 years – 3 marks		

A3	CA certified net worth certificate after the date of publication of the tender	CA certified net worth >= 30% – 4 Marks	4	CA certified net worth Certificate after the date of publication of the tender. In the case of Joint Venture, this condition is applicable on the lead member.
B	Experience of Bidder			
B1	Similar experience of the Bidder (In last 7 years from the date of publishment of the tender)		5	Copies of the work order along with the satisfactory completion certificate.
B2	Team Key Personnel	B.Arch. --Minimum experience of at least 15 years in Architecture with International work experience in building works – 3 marks	17	CV of the key personnel's as per format
		B.Tech./B.E. Mechanical --Minimum experience of at least 5 years in Energy modelling – 5 marks		
		B.Tech./B.E. Mechanical --Minimum experience of at least 10 years in Net Zero buildings / Radiant Cooling. – 5 marks		
		B.S in Engineering /B.E. / B.E. Civil --Minimum experience of at least 20 years in Building MEP /		

		Civil with experience. – 4 marks		
B3	International Standards Certifications	Valid ISO 9001-2015 Certification – 1 Marks	3	Copies of the valid Certificates of ISO standards. In the case of Joint Venture, this condition is applicable to any one member.
		Valid ISO 14001-2015 Certification – 1 Marks Valid ISO - 45001-2018. – 1 Mark		
B4	Experience of completed Radiant Cooling work in Last 5 Years	Similar completed work – 10 Marks if not then 0 Marks	10	Copies of the work order along with the satisfactory completion certificate to be attached
B5	Net Zero project	Having Net Zero Experience– 5 Marks if not then 0 Marks	5	Copy of Experience certificate shall be attached
C	Technical Presentation			
C1	Concept Design	Concept Design of the BMC building	15	15 – Design Concept
C2	Plan for reducing energy consumption of BMC building	Presentation for Technology / Engineering plan on how to achieve Net Zero/	20	10- Net zero calculation Power 5- Net Zero calculation Water 5- Net zero calculation Waste
C3	Savings with respect to proposed design	Net savings achieved due to proposed Architectural plan and technologies	10	6- Financial advantage presentation net zero construction. 4-MEP design concept presentation.
C4	Construction methodology	Construction execution and meeting timelines	5	5- Construction Execution methodology and Time schedule for construction

Note:

1. Only those bidders whose absolute technical score is 70 or more shall be considered by the BMC for financial bid opening.
2. In addition, Evaluations will be based on documentary evidence submitted by the Bidders/Applicants.
3. The technical presentation, the designs, drawings submitted by the bidders will be scrutinized by the proof consultants / TAC to be appointed for ascertaining the certification of Net Zero Building. The bidder needs to provide all required information to the satisfaction of the competent authority and proof consultants / TAC members. The proposal cleared or approved by the proof consultants / TAC will only be considered for technical eligibility.

FINANCIAL EVALUATION

The proposal review committee may require written clarifications from the bidders post presentations, if considered necessary to support bid evaluation. The primary function of clarifications in the evaluation process is to clear ambiguities and uncertainties arising out of the evaluation of the bid documents. The bidder would be eligible for Financial Bid opening if they meet the Eligibility Criteria as set in Pre-qualification and the Technical Evaluation Criteria. Financial Bids of only such qualified bidders shall be considered for the opening. For avoidance of doubt, it is clarified that the Bidder, must also meet the Minimum Technical Marks as mentioned in Technical Evaluation to be considered as a Qualified Bidder, and to be eligible for opening and evaluation of Financial Bids in terms hereof. Bidder who scores 70 or more than 70 marks in Technical Qualification will qualify for the Financial Evaluation.

The Bidder should submit the financial bid as per the format given in Packet C along with the tender document. The Bidder shall quote a percentage of the estimated cost put to tender for performance of their services .

- a. The Financial Bid includes quote as a percentage of estimated cost put to tender excluding GST.
- b. The bidder with the lowest bid (L1) shall be declared as the successful bidder.
- c. In case two or more bidders have quoted the equal lowest bid (L1), the bidder with higher technical marks will be declared as the Successful Bidder.
- d. In case two or more bidders have quoted the equal lowest bid (L1) and have equal highest technical marks, they will be given a time period of 2 days to submit revised financial bids. The bidder whose financial bid is then the lowest will be declared as the Successful Bidder. This process shall be repeated till the tie for lowest bid is resolved. All queries and replies will be uploaded on the BMC & E-tender website.

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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 (BMC), 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 (BMC) 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 (BMC), 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 (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (BMC), 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 (BMC) 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 (BMC) 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 (BMC) 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 (BMC) 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 (BMC) 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 (BMC) 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.

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SECTION 4

INTRODUCTION

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 (BMC), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Mumbai.

BMC (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, BMC 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 BMC 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.

BMC is an organization having different departments, right from Engineering Depts. to Health Depts. Moreover, we have other dept. like Education, Market, Fire Brigade Dept., and Other Such Departments where quite a good number of staff members are working.

The Brihanmumbai Municipal Corporation (BMC) is at the forefront in seeking innovative solutions to mitigate environmental impact while enhancing quality of life for its residents. In line with this commitment, **BMC proposes to construct a Net Zero building as a Pilot Project to house their H / East Ward Office**. This initiative not only aligns with their vision for a greener, more resilient Mumbai but also serves as a testament to its dedication to pioneering sustainable practices in urban infrastructure. By embarking on this endeavour, BMC also aims to set a precedent for sustainable construction practices and pave the way for a more environmentally conscious future in Mumbai.

Scope of Work:

The brief scope of work shall be Construction of a Net-Zero Energy, Water & Waste Building to be occupied as a H / East Ward Office of the Brihamumbai Municipal Corporation located at plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Near Grand Hyatt Hotel Pipeline road, Santacruz (East), Mumbai- 400055, Mumbai on a Turnkey Design – Build Basis including Detailed Design, Engineering, and Procurement & Construction of Building(s) Work including Civil, MEP, Fire Fighting and Fire Alarm Works, LV Works, ELV Works, Sanitary & Plumbing, Water Supply, retaining wall, acoustics, furniture, interior, Landscape and other Allied Works as per the drawings and specifications.

- **Area statement: Currently the building is to be designed for 2B + G + 6 upper floors.**

Sr No.	Description	Construction Area	Unit
1.	Basement 1	2008.87	Sq. Mt.
2.	Basement 2	2008.87	Sq. Mt.
3.	Ground Floor	1223.32	Sq. Mt.
4.	First Floor	1383.73	Sq. Mt.
5.	Second Floor	1475.52	Sq. Mt.
6.	Third Floor	1475.52	Sq. Mt.
7.	Fourth Floor	1475.52	Sq. Mt.
8.	Fifth Floor	1475.52	Sq. Mt.
9.	Sixth Floor	1475.52	Sq. Mt.
	Total Construction Area	14002.39	Sq. Mt.

If the additional height as per AAI regulations is permitted and if required by the client, then the prospective bidder should take up further construction of upper floors with the same quoted rate which will be derived on the basis of per sq. mt. rate i.e. pro rata basis in order to consume full FSI potential or the area as per the requirement of the user department/M.A.

- Civil Works:

- Preparation of Architectural/ Structural / MEP working drawings and obtaining requisite remarks / NOCs / Approval of Competent Authority.
- Construction of RCC framed structure as per the drawings and design proposed by the bidder. The bidder has to get the design vetted from IIT Mumbai / VJTI Mumbai.
- The foundation should be designed for the full FSI potential.
- Providing Bricks masonry to the structural frame work as per the approved architectural drawing.

- External / Internal Plastering Works to the building.
 - Providing flooring to the building.
 - Providing & Fixing doors and windows as per approved plan.
 - Providing & Fixing sills & jams to the building.
 - Providing & Painting Internal / External sides of building
 - Providing & fixing all sanitary items as required as per plan.
 - Providing, laying and fixing of water supply lines as per loop design through licenses plumber
 - Providing waterproofing treatment wherever required.
 - Constructing overhead / Underground/RWHT water tank.
 - Constructing internal pavement work.
 - Making arrangement for disposal of sewerage.
 - Providing Rain Water Harvesting System as per remarks of RWH Department.
 - Interior and furniture work with Hardware and fixtures.
 - Miscellaneous works, Infrastructure works & Landscaping.
 - Solar system / System required as per Net Zero requirements on top of the building.
 - After completion of project, bidder needs to prepare and submit As-Built Drawings.
- **M&E work:**
- The building will also have solar panels for partial lighting, RWH system, Fire Fighting alarm and sprinklers, CCTV, Parking Management system, telephone cabling, Access control systems, DG set, HVAC with Radiant Cooling, AHUs, FAHUs, Heat Pumps (Ground Source), Heat Recovery, Demand Control Ventilation, Smoke Extract System, etc.
 - Fire fighting works to be carried out as per Chief Fire officer's No Objection certificate (NOC).
 - Machine Room less Gearless Internal lifts.
 - Pathways / internal storm water drains / internal pathway lights poles are as prescribed by statutory authorities in their remarks.
 - STP ETP works as per design and requirements.
 - A cloud based BMS monitoring system.
 - Any existing utilities required to be diverted, the same shall be done by the appointed contractor and cost. However, BMC will help to get the necessary permissions from concerned Depts. to expedite and complete the work.
 - All M & E works will be carried out as per specifications.
- **NOC & Remarks:**
- To obtain necessary ownership documents such as PR Card., 7112, extract, possession receipt, J.M Plan, C.T.S. plan, etc. related to the said property from the office of CTSO or from concerned Govt. Offices. In case of discrepancy in survey drawings of plot from different authorities, the stringent of all to be considered by the bidder for planning of the building.
 - Obtaining mandatory approvals from Local Bodies / State & Central Authorities / Special Authorities / Municipal Corporation etc. shall be in the scope of the bidder. All other Approvals and remarks as per latest Building norms, necessary Environmental Clearance from the Appropriate Authority,

NOC from Fire Department, NOC from Airport Authority of India, and any other statutory Approval etc. required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects shall be in the scope of the bidder.

- “The successful Bidder / contractor shall liaison and obtain all approvals/ demarcation/NOCs such as Civil aviation (AAI), MOEF, CRZ, CFO, H.E, S.P. SWM, tree NOC, etc / Permits etc required for implementing the project from government /Semi government /Service Provider /BMC etc. in timely manner. All enabling works including but not limited to trees removal and / or transplanted shall be in the scope of the contractor. The prospective bidder shall note the same and quote accordingly. No separate payments will be admissible towards obtaining these NOC’s. All statutory payments to be borne by BMC.
- **This project should be certified either by LEED or IGBC or IFC Edge or any other competent government agency to certify Net Zero Bldg. at the time of building completion with yearly audit for Net Zero.**
- The entire Building Project, facilities and amenities shall be maintained in working condition without interruption by the Contractor for Operation & Maintenance Period (Transitional Period) of 02 years from issue of Completion certificate. The Contractor shall deploy all the requisite resources, manpower, consumables, requisites for the maintenance of the entire project. The Contract shall carryout the timely operations and maintenance. The said period will start from obtaining completion certificate from the competent authority of BMC or handing over the project to user department whichever is later.
- However, Contractor shall rectify the defects and damages for the structures, installations and building within reasonable timeframe as approved by the Authority and the Authority Engineer during Defect Liability Period without any extra cost.
- Any subsidy, benefits in lieu of Net Zero bldg., solar system, Net Zero Waste and Net Zero Water will have to be passed on to the BMC, which will be property of BMC.
-

Note: Contractor to inspect the site before filling up the tender.

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SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

As per Circular Dir./IT/F-59 Dtd.10.05.2023 Use of e-Procurement System of Govt.of Maharashtra (Mahatenders) for all tenders amounting more than 25 lakhs in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid Submission. The detail guidelines for creation and submission of bid are available in the referred document.

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

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 applicants/Bidders shall refer to bidders manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link <https://mahatenders.gov.in/nicgep/app?page=HelpFORContractors&service=page>

The bidders can enrol themselves on the website <https://mahatenders.gov.in> using the option “Online Bidder Enrolment”. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mahatenders.gov.in> under the link “Information about DSC”.

The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in www.mahatenders.gov.in Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as MudhraCA/ GNFC/ IDRBT/ Mtnl Trustline / SafeScript / TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. Applicant will upload Packet A documents in cover 1 “Fee” and Packet B related Documents in cover 2 “PQC” respectively.
8. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document.

Bidder should take into account of the corrigendum published before submitting the bids online.

10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

11. Bidder should arrange for the EMD as specified in the tender.

12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all

other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

26. 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 e-Procurement System of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

27. Due to any unforeseen circumstances if any of the date mentioned in the header data is declared as public holiday, in that case all the dates* will get shifted by one day or next working day.

28. Barring Physical submissions.

29. As the entire tendering procedure is online process, the physical submission of documents shall not be entertained.

30. The information about DSC, guidelines for bid submission, bidders manual kit, Help for Contractor, FAQ, etc are available on <http://mahatenders.gov.in>

The e-tender is available on NICs portal of Govt. Of Maharashtra, <https://mahatenders.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 Dy.C.E.(BC)WS.

SECTION 6

INSTRUCTIONS TO

APPLICANTS

INSTRUCTIONS TO APPLICANTS

➤ **Scope of Application**

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

➤ **Eligibility of Applicants**

The Brihamumbai Municipal Corporation (BMC) 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/Companies registered under the Indian companies' act 2013, the contractors registered with the Brihamumbai Municipal Corporation (BMC) / PWD / CIDCO in Class I-A as per new registration excluding those who are blacklisted or against whom FIR has been filed, and those who are having equivalent or mor experience as per Circular No: Dir / E.S. & P / 1078 /MC of date 30.11.18, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period as per clause 93 of Registration Rules from the award of contract (in case of JV, the lead member should fulfil this criteria), 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. **Joint venture will be allowed for this tender.**

For Original and New construction works

Technical Capacity:

A) For Main Bidder

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

a) Three similar completed works each of value not less than the value equal to **30%** of total estimated cost put to tender

Or

b) Two similar completed works each of value not less than the value equal to **40%** of total estimated cost put to tender

Or

c) One similar completed work of value equal and or not less than the **60%** of total estimated cost put to tender

The value of completed 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.

B) For Electrical Works:- (Including ELV services, AV system , Elevators, Solar System)

Main Contractor should submit the credentials of nominated sub-contractors for Electrical works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

Municipal registered electrical contractors in Class “A” as per new registration rule 2016 or class “AA” as per old registration rules ‘2015’. The contractor shall have valid PWD's electrical contractor’s license

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

(Supporting documents and certificates shall be uploaded by main contractor in Packet B)

Fire Fighting, fire alarm and fire detection Work: -

Main Contractor should submit the credentials of nominated sub-contractors for Fire fighting and Detection works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

Firms dealing in the line of installations of Fire Fighting and sprinkler system and fire detection / suppression systems enlisted with Directorate of Maharashtra fire services having class ‘A’ license for Fire Fighting and sprinkler system and fire detection / suppression systems as eligible (as on the date of invitation on tender) licensing agency for SITC of Fire Fighting and fire detection / suppression systems (Supporting documents and certificates shall be uploaded by main contractor.)

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

HVAC Work: -

Main Contractor should submit the credentials of nominated sub-contractors for HVAC works, along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted by successful bidder in Packet B, failing which entire EMD shall be forfeited by BMC and further action as deem fit will be initiated. An undertaking on Rs.500/- Stamp Paper in agreement to above stated condition shall be submitted by the prime bidder, along with the bid in Packet B.

The tenderer(s) in their own name / or on the name of contractor with whom the MOU has been submitted by the tenderer should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations 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 are satisfied)

Note:

1. All the items of the Plant & Machinery and accessories fabricated/brought as per specifications and drawings shall be approved class and liable for inspection and testing before dispatch.
2. Contractor shall arrange all the necessary tests (routine as well as functional) in the presence of the engineer at manufacturer premises or at site in accordance with the appropriate standards. No material shall be dispatched without the consent of the Engineer.
3. Contractor shall arrange visit for factory inspection of the equipment of various services i.e DG Set, Electrical panels, Fire Panel, STP, Lifts, CCTV etc.

whenever necessary with required no of persons as specified by Engineer in charge at that time at any location within or outside India with no extra cost with proper permission of Competent Authority.

4. Contractor shall take prior approval of the competent authority for all equipment before execution.
5. All MOU with specialized subcontractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC.

1.2 Financial Capacity:

1. Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited (2020-21, 2021-22, 2022-23)

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.

In the case of Joint Venture, average turnover of the lead member will be considered.

2. The Bidder should have positive net worth of at least 30% of Estimated Cost put to tender and should be CA certified after the date of publication of the tender.

In the case of Joint Venture, this condition is applicable on the lead member.

3. The Bidder shall be ISO certified firm.

In the case of Joint Venture, this condition is applicable to any one member.

1.3 Similar Experience:

Where “Similar” shall mean “Construction of a RCC Framed Building / Prefabricated Structure with design including civil and finishing works, structural steel works, and all MEP services.

AND

The bidder (any member of JV) must separately submit at least one (1) completed building having Net Zero Energy and Net Zero Water in the same project of a design build basis of minimum 500 sq.mt. construction area within last seven (7) years from the date of publication of the tender. The bidder shall submit the certified copy of completion of Net Zero Building from the competent authority i.e. IGBC / LEED / IFC EDGE or at least shall submit certified copy of application for Net Zero building with acknowledgement from the authority along with all relevant documents. In both the cases the building should have Completion Certificate / Occupation Certificate from the local competent authority.

(Bidder has to submit notarized MOU at the time of bidding and Registered MOU with the Specialized agencies shall be submitted after award of contract.)

(In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.)

2. Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

Where,

A = Maximum value of works executed in any one year (year 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 as per MGC/F/6565 dt. 25.09.18, or financial failures etc.

Equipment Capabilities as required for this work

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 of BMC.

Note:

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

F. Technical Personnel

The contractor and/or its managerial staff should have qualification/experience appropriate to the functions they fulfil. The minimum standard shall be increased by asking that at least one number or more of the contractor or its managerial staff have acquired qualifications or work experience to the needs of the contract. The minimum standard may also state that the person or persons responsible for managing the works must have a minimum of nos. of years' experience working on similar nature of projects.

For fixing requirement of Technical Staff as required for this work:

General Guidelines for Fixing Requirement of Technical Staff (Civil)

Cost of work (Rs in Crore)	Requirement of Technical Staff		Minumum Experience (years)	Designation
	Qualification	Number		
100+ crores	i) Graduate Engineer (Major component)	1	20	Project Manager in major discipline of engineering
	ii) Graduate Engineer	2 + 1	12	Dy. Project Manager in major discipline of engineering
	iii) Graduate Engineer or Diploma Engineer	4	5	Project / Site Engineer
		2	10	
	iv) Graduate Engineer	1 + 1	8	Quality Engineer
	v) Diploma Engineer	1	8	Surveyor
	vi) Graduate Engineer	1 + 1	6	Project Planning / Billing Engineer

General Guidelines for Fixing Requirement of Technical Staff (M &E)

Sr No	Class	Amount upto which works can be taken up (Rs in Lakhs)	Technical Staff
1	A	Without Limit	1 degree or diploma engineer in Mechanical / Electrical / Electronics Engineering AND 2 PWD Electrical supervisor Licence Holders or 2 ITI holders with min 2 years exp.

Notes-

1 “Cost of work”, in table above, shall mean the agreement amount of the work.

2. Rate of recovery in case of non-compliance of the clause be stipulated at following rates -

Sr No	Qualification / Designation	Experience in years	Rate of Recovery – per month
1	Project Manager in major discipline of engineering	20	Rs. 60,000/- per month
2	Dy. Project Manager in major discipline of engineering	12	Rs. 40,000/- per month
3	Project / Site Engineer	5 or 10 resp.	Rs. 25,000/- per month
4	Quality Engineer	8	Rs. 25,000/- per month
5	Surveyor	8	Rs. 15,000/- per month
6	Project Planning / Billing Engineer	6	Rs. 20,000/- per month

3. Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. City Engineer with recorded reasons.
4. The failure in providing experienced technical and /professional ability personnel and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization. Such disobeying attitude of the contractor shall also be reported to Vigilance/Registration & Monitoring department.
5. All technical staff (Civil & M&E) should be employed by the main bidder.

G. Time Period of The Project:

Entire project should be completed and delivered within **24 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 of the 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, 2016 (page enclosed) of Contract.

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

¼ of the work in	¼ of the time
½ of the work in	½ of the time
¾ of the work in	¾ of the time
Full of the work in	Full of the time

Full work will be completed in **24 months** including monsoon.

The above programme is indicative and need to be worked out for every project for major activities) with respect to parameters such as labour, machineries, settling time, procurement and transportation of materials etc. The Dy.City Engineer shall approve the phase programme of the project in the Tender Document.

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.

H. Contract Execution

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 5000/- 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.

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

J. The amount of Security Deposit retained by the BMC 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 BMC shall be adjusted to-wards the excess cost incurred by the Department on rectification work.

K. Action when whole of security deposit is forfeited:

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 instalments or in the case of abandonment of the work owing 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 BMC.

- 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 of BMC.
- 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 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 unexecuted 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 there for 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 BMC 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 BMC 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.

d) Contract may be rescinded and security deposit forfeited for bribing a public Officer or if contractor becomes insolvent

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 BMC/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 BMC 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.

L. The following documents form part of the contract (also Refer GCC Clause No.54)

- a. Notice inviting the e-tender
- b. The tender form
- c. Drawings (Copies of the drawings available in the office of Dy. City Engineer (Building Construction) Western Suburb, may be referred).
- d. Specifications {As per prevailing Unified Schedule Of Rates (USOR)}
- e. "Standard General Conditions of Contract for Civil Works-2016." Of the Brihanmumbai Municipal Corporation as amended up to date.
- f. Special Conditions.
- g. CFO NOC, if applicable
- h. Scope of Work
- i. Addendum/Corrigendum/Clarifications of pre-bid meeting.
- j. The drawing pertaining to this works can be inspected in the office of Municipal Architect/ Dy.C.E. (BC)WS, after 14:00 Hrs on working days

❖ **Submission of Tenders**

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 amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST). Levies, Duties, Cess etc. As applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

c) 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 be insisted.

d) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

e) **Registered Power of Attorney** if any.

f) **Company Contact Details** i.e. Address, Phone, valid e-mail.id, etc. The bidders shall categorically provide their Email-ID in their submission.

g) Scanned copy of details of online payment of EMD shall be uploaded.

NOTE:

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

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 as non-responsive.

PACKET – B

The Packet ‘B’ shall contain scanned certified copies of the following technical documents

1. **The list of similar type of works** as stated in para ‘A’ of Post qualification successfully completed during the last **seven** 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 seven years at least one contract of similar works as stated in para ‘A’ of Post qualification.
2. 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**).
3. Successful completion of at least one contract of size stated in pre-qualification criteria during last seven financial / calendar years (**Proforma-III**).
4. Information on provision of suitably qualified personnel capabilities (**Proforma-IV**).
5. Equipment Ownership List of owned Equipment /Machinery (**Proforma- V-A**).
6. List of owned Machinery or Have Assured Access through hire, lease, purchase agreement or other commercial means (**Proforma-V-B**).
7. Details of existing commitments / on-going works & Details of works for which bids are already submitted (**Proforma VI- A & B**).

8. 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 30% 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 a evidence).
9. The packet 'B' shall contain scanned certified copies of documents stating Details of Electrical/Mechanical Contractor along with the Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor.
10. The packet 'B' shall contain scanned certified copies of documents stating details of Fire Fighting and Fire alarm contractor along with the Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor.
11. 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 the work.
 - i) 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 BMC.
 - ii) 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 part thereof.

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

12. Statement showing assessed available **Bid Capacity**.
13. **FORM OF TENDER**
14. **AGREEMENT FORM**
15. **ANNEXURE " A " & Irrevocable Undertaking**
16. **ANNEXURE " B "**
17. **ANNEXURE " C "**

18. **ANNEXURE " D "**
19. **ANNEXURE " E "**
20. **Information of certificate issuing authorities.**
21. **GANTT chart/ PERT / CPM**
22. **Organizational setup**
23. **Plant & equipment proposed to be deployed for this work.**
24. **Site Offices and Laboratories proposed to be set up.**
25. **A note on how the whole work will be carried out (work plan including methodology)**
26. **Quality management plan**
27. **The bidder needs to submit the drawings and Design Basis Report (DBR) in order to get Net Zero for the project.**
28. All the required documents asked in Technical Evaluation Table
29. All the activities included in the Scope of Work shall be covered in the work plan.
30. Corrigendum /Addendum, if any.
31. Information on Litigation History (Proforma VII) in which the tenderer is involved – Proforma as below (MGC/F/6565 dtd. 25.09.2018.)
32. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no.CA/FRD/I/65 of 30.03.2013.
33. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.
34. The Packet 'B' shall contained scanned certified copies of documents stating details of electrical/Mechanical contractor as per condition in Packet 'B'.

35. The tenderer should submit Registered Undertaking on Rs. 500 stamp paper as mentioned in Annexure – F.

Note:

- The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with BMC in **Electrical Category “A”**. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.
- 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.

"Details of Litigation History". (MGC/F/6565 dt. 25.09.2018)

If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is Litigation History, Litigation History must cover-

Any action of blacklisting, debaring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debaring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the

case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

The successful bidder shall submit an undertaking on RS.500/- stamp paper mention that the work will be completed within in stipulated time period as mentioned in the tender. In case of not completing the work within the stipulated time period penalty will be recovered as per tender condition under circular no AMC/ES/2700 dtd 27.05.2019.

PACKET – C

Online tender filled in either percentage plus or minus (above or below), or at par. (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 bidder after demand notification by email to bidders by Dy.C.E. (B.C.) W.S. If the rate analysis submitted by L1 bidder is not acceptable with recorded reasons, the 10% amount of E.M.D will be forfeited. The format for rate analysis is annexed at Annexure D.

Internal grievance redressal mechanism will be governed as per circular no. Ch.E(V)/436/B dtd. 18.05.2023

Tax:

The tenderer shall quote inclusive of all taxes other than GST (excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separable by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price. “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 tax rate or additional input tax credit, to BMC

Further, all the provisions of GST Act will be applicable to the tender.

Internal grievance redressal mechanism circular (Ch.E(V)/436/B dtd. 18.05.2023.) will be applicable to the tender. As per circular u/no CA/F/P/24 dtd 10.10.2017, the contractor shall submit CA’s certificate within 6 month of the receipt of work order. 5% amount from the contractor bill shall be withheld as security till the time of CA’s certificate. The contractor shall submit undertaking for submission of CA’s certificate and also his no objection to withheld 5% amount from his bill till the time of submission of CA’s certificate.

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 favour of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
 - The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centres in BMC Ward Offices.
 - 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 as non-responsive.
 - The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
 - The Bid Security/ EMD of L-2 and other higher bidders (L-3, L-4, etc) shall be refunded immediately after opening of financial bid for which circular no. **CA (F) / Project / 32 dt. 26.10.2020 will be applicable.**
 - If the rate analysis submitted by L1 bidder is not acceptable with recorded reason, 10% amount of E.M.D. of L1 bidder will be forfeited and rate analysis from L2 bidder will not be called
 - In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is un-willing to extend the bid validity period, in such circumstances, if L2 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 be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity);
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
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-reported, 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 for rejection.~~
3. Bidder will deposit 100% EMD amount through online payment gateway www.mahatenders.gov.in.

Note:

- i) **Curable Defect shall mean shortfalls in submission such as:**
 - Non-submission of following documents,**
 - a) **Valid Registration Certificate**
 - b) **Valid Bank Solvency**
 - c) ~~Sales Tax Registration Certificate (VAT) /Good & Service Tax registration certificate (G.S.T).~~
 - d) **Certified Copies of PAN documents and photographs of individuals, owners, etc**
 - e) **Partnership Deed and any other documents**
 - f) **Undertakings as mentioned in the tender document.**
- ii) **Non-curable Defect shall mean**
 - a) **In-adequate submission of EMD/ASD amount,**
 - b) **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
 - c) **Wrong calculation of Bid Capacity,**
 - d) **No proper submission of experience certificates and other documents, etc.**
 - e) **Ref ChE/BM/019919/II dtd 07.01.2019**

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 shorter period shall be rejected by the Employer as non-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 request 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 the extension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction 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 are required.
- 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 construction contract. Defective construction works are as the works which fall short of complying with the express 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 construction projects are attributable to various reasons.
- Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- 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 that period. 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 so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- The DLP shall be as below:

Type of Work	Defect Liability Work
General works	3 Years
Structural work	5 Years
Water proofing works	5 Years
Electric and Mechanical works. Firefighting & detection works	2 Years
Lift DLP as per tender works	3 years
WPT to Water Tank (as mentioned in item)	10 years
STP, OWC, Hot Water System, PHE Pumps	2 Years

- 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 compliance report.
- 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 'Certificate of Completion', 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 is done.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

- I. Contract Deposit and**
- 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 in Form of demand draft only in favour of “Brihanmumbai Municipal Corporation” within thirty days from the date of issue of letter of acceptance.

II. Retention Money

The contractor shall pay the retention money an amount equal to **five (5) percent of 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 to M. & E. Department.

B. Additional Security Deposit

As per circular vide ref no Dir/ES &P/3518 dated 27.03.2023 it is proposed to recover ASD as 2% for the rebate above 12% of office estimate cost.

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 = $2(X/100) \times$ office estimated cost,

Where X=percentage rebate quoted above 12%

All the bidders are directed to submit the ASD as applicable in the form of demand draft, which is to be submitted within office hours one working day before opening of “packet C” to respective Administrative Officer i.e., A.O (B.C.) W.S. as

the case may be in sealed envelope. If A.S.D is not applicable then the bidders shall submit sealed envelope mentioning on their letter heads 'A.S.D is not applicable'. If the bidders fail to submit the sealed envelope as mentioned above at least one working day before opening of "packet C" within office hours then the E.M.D of the respective bidders will be forfeited and bid will not be considered. Also, the company with directors / Partners and other companies with the said directors/partners will be further debarred from any tendering process for the period of at least 2 years.

C. Performance Guarantee:

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	PG applicable %
For premium, at par and rebate 0 to 12%	PG= 0.92% x contract sum applicable for rebate of 12%
For rebate of 12.01%	P.G. = {0.92% x contract sums applicable for rebate of 12% } + (X) x contract sum where X= percentage rebate quoted more than 12%

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.

- a) Cash (In case guarantee amount is less than Rs.10,000/-)
- b) Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)
- c) Government securities
- d) Fixed Deposit Receipts (FDR) of a Schedule Bank.
- e) An electronically issued irrevocable bank guarantee bond of any Schedule bank in the prescribed form given in Annexure.

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 contract only.
- BMC departments shall ensure to incorporate specific condition regarding above in bid document and e-tender notice.

D. Refund of Security Deposit

Tenderers shall note that Circular issued by BMC from time to time in regards to Refund of Contract Security deposit /Retention Money /Additional Security Deposit /Performance Guarantee shall be applicable for this tender.

I Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years 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 Retention Money

The Retention Money shall be released once the certificates issued by IGBC / LEED / competent authority are submitted by the bidder to BMC or the DLP period whichever is later.

III Refund of Additional Security Deposit

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 the Contractor.

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:

1.1 Time of Refund for works having 5 years DLP

Deposits refunded after completion	After 3 yrs of DLP	After Completion of DLP
ASD	CD	PG (Subject to finalization of final bill whichever is later.)

~~1.2 Time of Refund for works having 1 or 2 or 3 years DLP~~

Deposits refunded after completion	After Completion of DLP
ASD + 50% of RM	CD+50% of RM+ PG (Subject to finalization of final bill whichever is later.)

*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 attract penalization.

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 defects therein.

E. Legal + Stationary Charges: (As per applicable circular)

1. Successful tenderer shall pay the Legal Charges +Stationary charges as per Circular no Legal/262006 dt 31.08.2023: -

Contract Value					Legal + Stationary Charges	
			upto	Rs	50,000/-	Nil
FROM	Rs	50,001/-	To	Rs	1,00,00,000/-	0.10 % of contract cost(amount to be rounded of in multiple of 100)+ 18 % GST (minimum Rs 1000/- plus GST and Maximum Rs 10,000/- plus GST)
FROM	Rs	1,00,00,001	To	Rs	10,00,00,000/-	Rs 10,000/- for contract cost upto Rs 1,00,00,000/- Plus 0.05 % on amount more than Rs 1,00,00,000/- of (amount to be rounded of in multiple of 100)+18 % GST
FROM	Rs	10,00,00,001/-	To	Rs	Any limit	Rs 55,000 for contract cost upto Rs 10,00,00,000/- Plus 0.01 % on

						amount more than Rs 10,00,00,000/ of (amount to be rounded of in multiple of 100) +18 % GST
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2. 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 applicable circular)

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

Please refer letter of मुद्रांक जिल्हाधिकारी जा.क्र. अमल/ I / 780/ 2023 dated 2/11/2023 regarding stamp duty on BG 0.30% on org BG as well as 0.30% on extended BG

- i. As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty 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: (Please refer circular u/n.Ch.E.BM/17800-II dt.07-01-2016)
- ii. Stamp duty at the rate of 0.30 % is payable on to the amount of B.G submitted by tenderer. If the time period of B.G is required to be extended then the same shall be consider on new B.G and 0.30 % stamp duty shall be applicable to the same

a	Where the amount or value set forth in such contract does not exceed rupees ten lakhs.	Five Hundred rupees stamp duty
b	Where it exceeds rupees ten lakhs	Five hundred rupees plus one hundred rupees for every Rs. 1,00,000/- or part thereof above Rs. 10,00,000/- subject to the maximum of rupees twenty-five lakh stamp duty.

- iii. The successful bidder shall enter into a contract agreement with B.M.C within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iv. 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 intimation thereof.
- v. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

1. 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 documents 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.
2. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to_____. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for Appointment of Design and Built Turnkey contractor for “Design and Build for Net Zero Building for BMC Administrative Office including Civil, Facade, Structure, Net Zero, Electrical, Mechanical, Plumbing, Landscape, Interiors including Design, Supply, Installation, Commissioning of Equipment’s and two years Operations and Maintenance” at New ward office building of H/East on plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Near Grand Hyatt Hotel Pipeline road, Santacruz (East), Mumbai-400055, Mumbai. Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Amount in financial bid** 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 be done by IT department in BMC'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 Dy.C.Eng (B.C.) W.S. in presence of bidder/bidder's representative and Account Officer.

4. Technical specification for USOR 2023 items are available on BMC portal.

Categories and classes available for Civil Contractors

A. New registration.

Minimum Financial requirements for Civil Engineering Discipline (Rs. In Lakh)

Sr.No.	Class	Upper Limit of Tendering	Minimum Solvency
1	I(A)	Without Limit	200
2	I(B)	2500	175
3	I(C)	1500	150
4	II	750	100
5	III	300	75
6	IV	150	40
7	IV(A)	90	25
8	V	50	15
9	V(A)	30	8
10	VI	15	2
11	VII	10	1
12	VIII	5	0.50
13	IX	3	0.25

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SECTION 7

SCOPE OF WORK

SCOPE OF WORK

The brief scope of work shall be Construction of a Net-Zero Energy, Water & Waste Building to be occupied as a H / East Ward Office of the Brihamumbai Municipal Corporation located at plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Near Grand Hyatt Hotel Pipeline road, Santacruz (East), Mumbai- 400055, Mumbai on a Turnkey Design – Build Basis including Detailed Design, Engineering, and Procurement & Construction of Building(s) Work including Civil, MEP, Fire Fighting and Fire Alarm Works, LV Works, ELV Works, Sanitary & Plumbing, Water Supply, retaining wall, acoustics, furniture, interior, Landscape and other Allied Works as per the drawings and specifications.

- **Area statement: Currently the building is to be designed for 2B + G + 6 upper floors.**

Sr No.	Description	Construction Area	Unit
1.	Basement 1	2008.87	Sq. Mt.
2.	Basement 2	2008.87	Sq. Mt.
3.	Ground Floor	1223.32	Sq. Mt.
4.	First Floor	1383.73	Sq. Mt.
5.	Second Floor	1475.52	Sq. Mt.
6.	Third Floor	1475.52	Sq. Mt.
7.	Fourth Floor	1475.52	Sq. Mt.
8.	Fifth Floor	1475.52	Sq. Mt.
9.	Sixth Floor	1475.52	Sq. Mt.
	Total Construction Area	14002.39	Sq. Mt.

If the additional height as per AAI regulations is permitted and if required by the client, then the prospective bidder should take up further construction of upper floors with the same quoted rate which will be derived on the basis of per sq. mt. rate i.e. pro rata basis in order to consume full FSI potential or the area as per the requirement of the user department/M.A.

- **Civil Works:**
 - Preparation of Architectural/ Structural / MEP working drawings and obtaining requisite remarks / NOCs / Approval of Competent Authority.
 - Construction of RCC framed structure as per the drawings and design proposed by the bidder. The bidder has to get the design vetted from IIT Mumbai / VJTI Mumbai. The foundation should be designed for the full FSI potential.
 - Providing Bricks masonry to the structural frame work as per the approved architectural drawing.

- External / Internal Plastering Works to the building.
- Providing flooring to the building.
- Providing & Fixing doors and windows as per approved plan.
- Providing & Fixing sills & jams to the building.
- Providing & Painting Internal / External sides of building
- Providing & fixing all sanitary items as required as per plan.
- Providing, laying and fixing of water supply lines as per loop design through licenses plumber
- Providing waterproofing treatment wherever required.
- Constructing overhead / Underground/RWHT water tank.
- Constructing internal pavement work.
- Making arrangement for disposal of sewerage.
- Providing Rain Water Harvesting System as per remarks of RWH Department.
- Interior and furniture work with Hardware and fixtures.
- Miscellaneous works, Infrastructure works & Landscaping.
- Solar system / System required as per Net Zero requirements on top of the building.
- After completion of project, bidder needs to prepare and submit As-Built Drawings.

- **M&E work:**

- The building will also have solar panels for partial lighting, RWH system, Fire Fighting alarm and sprinklers, CCTV, Parking Management system, telephone cabling, Access control systems, DG set, HVAC with Radiant Cooling, AHUs, FAHUs, Heat Pumps (Ground Source), Heat Recovery, Demand Control Ventilation, Smoke Extract System, etc.
- Firefighting works to be carried out as per Chief Fire officer's No Objection certificate (NOC).
- Machine Room less Gearless Internal lifts.
- Pathways / internal storm water drains / internal pathway lights poles are as prescribed by statutory authorities in their remarks.
- STP ETP works as per design and requirements.
- A cloud based BMS monitoring system.
- Any existing utilities required to be diverted, the same shall be done by the appointed contractor and cost. However, BMC will help to get the necessary permissions from concerned Depts. to expedite and complete the work.
- All M & E works will be carried out as per specifications.

- **NOC & Remarks:**

- To obtain necessary ownership documents such as PR Card., 7112, extract, possession receipt, J.M Plan, C.T.S. plan, etc. related to the said property from the office of CTSO or from concerned Govt. Offices. In case of discrepancy in survey drawings of plot from different authorities, the stringent of all to be considered by the bidder for planning of the building.
- Obtaining mandatory approvals from Local Bodies / State & Central Authorities / Special Authorities / Municipal Corporation etc. shall be in the scope of the bidder. All other Approvals and remarks as per latest Building norms, necessary Environmental Clearance from the Appropriate Authority,

NOC from Fire Department, NOC from Airport Authority of India, and any other statutory Approval etc. required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects shall be in the scope of the bidder.

- “The successful Bidder / contractor shall liaison and obtain all approvals/demarcation/NOCs such as Civil aviation (AAI), MOEF, CRZ, CFO, H.E, S.P. SWM, tree NOC, etc / Permits etc required for implementing the project from government /Semi government /Service Provider /BMC etc. in timely manner. All enabling works including but not limited to trees removal and / or transplant shall be in the scope of the contractor. The prospective bidder shall note the same and quote accordingly. No separate payments will be admissible towards obtaining these NOC’s. All statutory payments to be borne by BMC.

This project should be certified either by LEED or IGBC or IFC Edge or any other competent government agency to certify Net Zero Bldg. at the time of building completion with yearly audit for Net Zero.

- The entire Building Project, facilities and amenities shall be maintained in working condition without interruption by the Contractor for Operation & Maintenance Period (Transitional Period) of 02 years from issue of Completion certificate. The Contractor shall deploy all the requisite resources, manpower, consumables, requisites for the maintenance of the entire project. The Contract shall carryout the timely operations and maintenance. The said period will start from obtaining completion certificate from the competent authority of BMC or handing over the project to user department whichever is later.
- However, Contractor shall rectify the defects and damages for the structures, installations and building within reasonable timeframe as approved by the Authority and the Authority Engineer during Defect Liability Period without any extra cost.
- Any subsidy, benefits in lieu of Net Zero bldg., solar system, Net Zero Waste and Net Zero Water will have to be passed on to the BMC, which will be property of BMC.

Note:

- All the works contained in the scope of work shall be carried out strictly as per the relevant specifications applicable as attached or referred to in this e -tender document.
- The above is general description of the scope of work & actual work shall be governed by drawings, design, technical specifications and as directed by the Engineer.
- If there are multiple works under this e – tender / contract then all works should be started simultaneously by the contractor.

- Contractor shall arrange visits for factory inspection of the equipment of various services whenever necessary; with required number of persons as specified by Engineer in charge at the time, at any location within or outside India with no extra cost, with Prior permission of competent authority / Municipal Commissioner. The total cost of transportation and stay for factory inspection shall be consider by contractor while quoting the tender.
- Tenderer to inspect the site before filling the tender.

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SECTION 8

BILL OF QUANTITIES

(not applicable)

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SECTION 9

**GENERAL CONDITIONS
OF CONTRACT**

General Conditions

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 defined terms.

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’s percentage.

- In the case of item rate contracts, the cost of the work arrived at after finalisation 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 each item.
- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

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 (BMC)

The “Employer” shall mean the Brihanmumbai Municipal Corporation / Municipal Commissioner for Brihanmumbai Municipal Corporation, 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.C.Eng/Ch.Eng. and shall mean and include all the successors in BMC

The Engineer's Representative shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by BMC.

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 completion 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 completed structure for five years as specified in the Contract Data.

The “Site” shall mean the land and other places including water bodies more specifically mentioned 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 the site.

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 the Employer.
- ii. Scope in the Contract which is instructed by the Employer.
- iii. Price in the Contract which is instructed by the Employer.

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.

1. Interpretation

1.1. 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.

1.2. 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 the Works).

1.3. 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's Bid, (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.

2. **Engineer's Decisions**

2.1. 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 shall obtain prior approval of some other authorities for specific actions. He will also obtain the approval, before communicating his decision to the Contractor.

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

3. **Delegation**

3.1. 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, and may cancel any delegation after notifying the Contractor.

4. **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 service.

5. Subcontracting

5.1. 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 contract price.

5.2. The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

5.3. 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 according approval:

- a) The Contractor shall not sub-contract the whole of the Works.
- b) The permitted subletting of work by the Contractor shall not establish any contractual relation-ship between the sub-contractor and the BMC and shall not relieve the Contractor of any responsibility under the Contract.

5.4. The Engineer should satisfy himself before recommending to the Employer whether

- 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 to him.

6. Other Contractors

6.1. 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 such modification.

6.2. 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 the Works.

7. Personnel

7.1. 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. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

7.2. 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 the environment.

7.3. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

7.4. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed two years after the date of retirement or has not obtained BMC/State Government's permission to employment with the Contractor.

8. Employer's and Contractor's Risks

8.1. 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's risks.

9. **Employer's Risks**

9.1. 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.

10. **Contractor's Risks**

10.1. 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 the Contractor.

11. **Insurance**

11.1. 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's risks:

1. Loss of or damage to the Works, Plant and Materials;
2. Loss of or damage to Equipment;
3. Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
4. Personal injury or death.

11.2. 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 damage incurred.

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

11.4. Both parties shall comply with any conditions of the insurance policies.

11.5. 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 if no payment is due, the payment of premiums shall be debt due.

12. Site Investigation Reports

12.1. 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 available to him, before submitting the bid.

13. Queries about the Contract Data

13.1. The Engineer will clarify queries on the Contract Data.

14. Contractor to Construct the Works and Undertake Maintenance (if specified in the tender)

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

14.2. 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.

14.3. 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 or environment.
- 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 and property.
- 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 Central Government.

15. The Works and Routine Maintenance to be completed by the Intended Completion Date

15.1. 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 Completion Date.

16. Approval by the Engineer

16.1. 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 and Drawings.

16.2. The Contractor shall be responsible for design and safety of Temporary Works.

16.3. The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

16.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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

17. Safety

17.1. 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.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

17.2. Safety Programs:-

1. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
2. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
3. Monitor day to day implementation of safety procedures.

17.3. 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 ordinarily employed.
- 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-aid box.
- 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 work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

18. Discoveries

- 18.1. 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 such discoveries and carry out the Engineer's instructions for dealing with them.

19. Possession of the Site

- 19.1. The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at-least 75% of the site free of all

encumbrances, the remaining 25 % of the possession as per contractor's construction programme.

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 is located.

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 contract termination.

21.3. Engineer to have power to issue further drawings or instructions: 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 condition no.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. Time Control

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 cash flow forecasts for the construction of works.

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/equipment 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 the programme.

22.3. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the

timing of the remaining Works, including any changes to the sequence of the activities.

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 been submitted.

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. A revised Programme shall show the effect of Variations and Compensation Events.

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 to BMC

- 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 the works.**
- ii. **Extension For Delay Due To BMC:** In the event of any failure or delay by the BMC to hand 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 BMC 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 BMC may grant such extension(s) of the completion date as may be considered reasonable.

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 City.Eng. for not anticipating the same while preparing estimates and draft tender.

b) 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 BMC may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, extension the BMC 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, 2016 (page enclosed).

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

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

25. Management Meetings

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

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 the meeting.

C. Quality Control

25.3. Work to be open to Inspection and Contractor or Responsible agent to be present

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.

25.4. Notice To Be Given Before Work Is Covered Up

The contractor shall give not less than ten days' notice in writing to the Eng-In-Charge or his subordinate incharge 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 incharge 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

25.5. 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.

25.6. Ready Mix Concrete/ Asphalt Mix

i) The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt from RMC/ASPHALT producing plants registered with BMC

ii) The contractor shall, within a 7 days of award of the work, submit a list of at least three RMC/Asphalt producers with details of such plants including details and number of transit, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment.

The Engineer-in-charge will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.

iii) The Engineer-in-charge reserves the right to exercise control over the:-

- a) Calibration check of the RMC/Asphalt plant.
- b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants
- c) Time of mixing of concrete/grade of asphalt.

d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.

e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.

f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production& transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.

g) The contractor shall have to produce a copy of chalan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.

26. Identifying Defects

26.1. 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 a Defect.

26.2. 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 are found.

27. Tests

27.1. For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for:

a) Carrying out the mandatory tests prescribed in the Specifications, and

- b) For the correctness of the test results, whether performed in his laboratory or elsewhere.

27.2. If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

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 contractor himself.
- 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 the Engineer-in-charge.

27.3. **Setting of Site Laboratories:**

Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following machines and equipments shall be provided therein –

1. Set of Sieves as per I.R.C. /I.S.
2. Compressive Testing Machine (For new works)
3. Oven, Electrically Operated
4. Weighing Balance (20 kg capacity)
5. 3 m straight edge
6. Sieve shaker
7. First Aid Box
8. Measuring Jar (for silt content)

9. Other Machines/apparatus as may be directed by the Engineer

10. Vernier Caliper

11. Level / Theodolite / Total Station Survey

All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 15 days from the date of receipt of the orders from Engineer In charge. On failure to do so, a penalty of Rs 1000/- per day shall be imposed.

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary technically qualified experienced trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge. The calibration shall be checked every twelve months as directed by Engineer-in-charge.

28. Correction of Defects noticed during the Defects Liability Period.

28.1.

- (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 be corrected.
- (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's notice.
- (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 a compliance report.

29. Uncorrected Defects and Deficiencies

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

D. Cost Control

30. 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.

31. Payments for Variations

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

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

32. Cash Flow Forecasts

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

33. Payment Certificates

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 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 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 later information. (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 in tender.

34. Payments

34.1. 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. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.

34.2. 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 BMC without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

34.3. 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 Engineer In-charge from requiring any bad, unsound, imperfect or unskilful 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.

35. 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 the Engineer.

36. **Tax**

The tenderer shall quote inclusive of all taxes other than GST (excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separable by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price.

37. Currencies

All payments will be made in Indian Rupees.

38. Liquidated Damages

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.

39. Cost of Repairs

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 this cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

40. Completion of Construction and Maintenance

40.1. 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 of Contract.

41. **Taking Over**

41.1. 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 the contract.

42. **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 BMC 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.

Sr. No	Amount of contract cost	Minimum payable amount in final bill
1	Up to Rs. 5 Crs.	Rs. 10 Lacs or final bill amount whichever is more

2	Up to Rs. 25 Crs.	Rs. 1 Crore or final bill amount whichever is more
3	Up to Rs. 50 Crs.	Rs. 2 Crore or final bill amount whichever is more
4	Up to Rs. 100 Crs.	Rs. 4 Crore or final bill amount whichever is more
5	More than Rs. 100 Crs.	Rs. 7 Crore or final bill amount whichever is more

The contractor has 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 up to certain date, up to next 15 days i.e. up to 30 Days	Equal to 5% of bill amount
Next 15 days up to 45 days from the date of completion/running bill up to specified date	Equal to 5% of bill amount
If not submitted within 45 days from the date of completion/ R.A. bill	Bill will not be admitted for payment

43. **Operating and Maintenance Manuals**

43.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

43.2. 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 the Contractor.

44. **Termination**

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

44.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- 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 the Engineer;
- 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 is required;
- 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 relevant clause.
- 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 the Contract.
- 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 Contract Data.
- j)** if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

44.3. 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 or not.

44.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

44.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

45. Payment upon Termination

45.1. 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 the Employer

45.2. 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 protecting and 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 taxes due to be deducted at source as per applicable law.

46. Property

46.1. 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 its use.

47. Release from Performance

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.

F. Other Conditions of Contract

48. Labour

48.1. 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, feeding and transport.

48.2. 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 may require.

49. Compliance with Labour Regulations

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 local authority.

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 the Employer.

- c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- 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 of time.

50. Drawings and Photographs of the Works

50.1. 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 for this.

50.2. 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.

51. The Apprentices Act, 1961

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 said Act 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 said Rules.

52. Contract Document

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 (if completed)
- 2) The letter of Acceptance
- 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 and BMC.

53. Conflict of Interest

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) 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 each other; 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.

54. Applications and costs thereof

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.

55. Acknowledgment by Applicant

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 the Authority;
- 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 terms hereof. "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.

56. 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 the Application. 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.

57. The bid shall be rejected if the bidder-

- a) Stipulates the validity period less than 180 days.
- b) Stipulates own condition/conditions.
- c) Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

58. 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 Endeavour 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 Endeavour 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.

59. Amendment of tender

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.

G. Preparation and Submission of Application

60. 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.

61. Format and signing of Application

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

62. 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.

63. Late Applications

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.

64. 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.

65. Clarification Of Financial Bids

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.

66. Inspection of site and sufficiency of tender:

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 is practicable), 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 BMC 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 specified time.
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 any misunderstanding.

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
- The 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.
- Shall 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 costings shall be got approved by the competent authority as governed vide rules prevailing with authority.

5. Office for the Engineer (Works costing upto Rs.50 Lakhs)

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. Office for the Engineer (Works costing above Rs.50 lakhs)

The Contractor shall at his own cost and to satisfaction of the Engineer provide a 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, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally with all requisite equipments for e-governance and electronic and digital 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. Also, for staff working beyond working hours the contractor has to provide conveyance.

7. Permission for provision and removal of office on completion of work:

The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection/commencement work.

8. 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 for e-governance.

67. Official Secrecy:

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.

68. Subsequent Legislation:

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 BMC 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. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

69. Patent, Right and Royalties:

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.

70. Payments, Tax and Claims:

- **The limit for unforeseen claims**

Under no circumstances whatever the contractor shall be entitled to any compensation from BMC on any account unless the contractor shall have submitted a claim in writing to the Eng-in-charge 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.

71. Settlement of Disputes:

- **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 of Disputes:**

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.

72. Arbitration and Jurisdiction:

If the Commissioner fails 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 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.

- i.** In case of a contract where the contract price and/or contract value is less than Rs.5,00,00,000/- (Rs. Five Crore only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within limits of Brihan Mumbai. The language of Arbitration shall be English.

If the parties fail to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/ Case No. I./2017/D-19 dtd. 28.02.2017) as per the Arbitration Rule of Mumbai Centre for International Arbitration then in force (“MCIA Rules”)

- ii.** In case of contract where the contact price and/ or contract value is Rs.5,00,00,000/- (Rs. Five Crore only) or more, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally

resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1,/2017/D-19 dtd, 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force("MCIA Rules"). The arbitral tribunal shall consist of sole arbitrator. The seat of the arbitration shall be Mumbai. The language of Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

73. 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 whole works.

74. 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.

75. Proprietary data

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.

76. Correspondence with the Applicant

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.

77. Price Variation Clause (Not Applicable)

~~The Contractor shall be reimbursed or shall refund to the Corporation as the 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 submission of 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 consumer price index number 9 (general) for working class in Mumbai.~~
- ~~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. of India'.~~
- ~~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 the contractor.~~

~~a) Formula for Labour component:-~~

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

~~b) Formula for Material component :-~~

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

~~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 India applicable to the period under reference.~~

~~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 in specifications.~~

~~ii. The basic rate for the supply of controlled material shall be inclusive of all the components of cost of 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 as zero.~~

~~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 favourable 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 of time.~~

~~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 during execution.~~

78. Maximum Price Variation shall be as follows: (Not Applicable)

Time Period of Project ——	Maximum limit of Price variation
Up to 12 months	No price variation allowed
Above 12 months to 24 months	5%
Above 24 months	10%

~~*Approval of AMC/MC shall be obtained before invitation of tender in case of any changes in above.~~

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

~~Price Variation during Extended Period of Contract:-~~

~~i) Extension Due To Modification & Extension for delay due to BMC :-~~

~~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 clause 8(1)(a)(i) and (ii) of standard GCC~~

~~ii) Extension Of Time For Delay Due To Contractor :-~~

~~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(1)(a)(i) and (ii) of standard GCC.~~

~~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(1)(b) of standard GCC, then lower indices shall be adopted.~~

~~iii) Extension of Time For Delay due to reasons not attributable to BMC and Contractor (Reference Cl.8(d) of Standard GCC):-~~

~~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.~~

79. Payment: Interim Payment:

- 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 bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.
- 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 and such other amounts as may be deductible or recoverable in terms of the contract.
- 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 paid thereafter.

- 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 said milestone.
- 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 the contract.

80. Banning/ De-Registration of Agencies of Construction works in BMC

- **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 BMC.**

81. Joint Venture

In case if Joint Venture is allowed for the Project, the guidelines for JV as follows shall be incorporated in the Tender Document:

- a) Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC.
- b) Separate identity/name shall be given to the Joint Venture firm.
- c) Number of members in a JV firm shall not be more than three in normal circumstances, if the work involves only one discipline (say Civil or Electrical).

d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.

e) The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.

f) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the Lead member has to be an Indian firm with a minimum share of 51%.

h) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.

i) Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.

j) Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria

should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

k) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

l) On award of Contract to J.V. Firm, a single performance guarantee shall be required to be submitted by the J.V. firm or by the Lead Partner, as per tender conditions. All the Guarantees like performance guarantee, Bank Guarantee for mobilization advance, Machinery advance etc. shall be accepted only in the name of the J.V. Firm or by the Lead Partner and no splitting of Guarantees amongst the members of the J.V. Firm shall be permitted.

m) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.

This joint venture agreement shall have, inter-alia, following clauses: -

i. Joint and several liability - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or due to no execution of the contract or part thereof.

ii. Duration of the Joint Venture Agreement -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.

iii. Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

iv. Authorized Member -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

n. Documents to be enclosed by the JV firm along with the tender:

i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

a. Notary certified copy of the Partnership Deed,

b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

c. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

a. Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of

"KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

iii. In case one or more members is/are limited companies, the following documents shall be submitted:

a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

b. Copy of Memorandum and articles of Association of the Company.

c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

o. All the members of the JV shall certify that they have not been black listed or debarred by BMC from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

p. Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

Technical eligibility criteria: In case of Work involving single discipline, the Lead member of the JV firm shall meet at least 35% requirement of technical capacity as stipulated in tender document.

OR

In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, M&E works, Electrical works, etc. and in the case of major bridges, substructure and superstructure etc.), at le

ast one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or

any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.

In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity.

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

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: **7½ percent.**
- iii. Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

83. Action And Compensation Payable In Case Of Bad Work And Not Done As Per 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 BMC or any organization engaged by the BMC 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 unskilful 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 the contractor.

If the penalisation 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.

The above clause is summarized to make it easy to understand as follows:

1. The Engineer-in-charge shall issue notice to the contractor for rectifying the defects or redoing of the work if necessary, within specific time to achieve the desired quality and quantity of the work and this should be governed by clause 8.f and 9.b of Stand-ard General Conditions of Contract.

2. If the contractor fails to comply the same, only then, the contractor shall be liable to pay compensation at the same rate as under clause 8.e of the Standard General Con-dition of Contract (for Compensation for delay) for this default.

3. If the penalization amount exceeds the maximum limit, then the contractor will be lia-ble for being banned/ deregistered from business dealings with BMC and this

shall be governed by relative provision in Registration Rules of BMC and Standard Gen-eral Conditions of Contract.

4. This penalization shall be levied only on account of delay in work, 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 quality inferior to that contracted for or otherwise not in accordance with the con-tract.

84. 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 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.

85. No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work

- 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 the contractor.

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.

- b) 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.

86. 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 defence 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.

87. 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.

88. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of BMC 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 BMC to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

89. 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 his information.

90. 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.

91. Safety and medical help:

- i. The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by BMC, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of BMC from any amount due or that may become due to the Contractor.
- 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 any time.
- iii. The workers shall be required to use the safety equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.
- iv. When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

92. 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 any delay in according to sanction of estimates.

93. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Contractor shall see that mosquito genic 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 BMC 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 BMC on anti-malaria measures to control the situation in addition to fine.

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SECTION 10
SPECIAL CONDITIONS
OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. a) If it is found that firms as described below have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition such firm / establishment shall be liable for further penal action including blacklisting at the discretion of the Municipal Commissioner.

b) If it is found that closely related persons have submitted separate tenders / quotations under different names of firm / establishment but with common address for establishments / firms and/ or if such establishments / firms though they have different addresses are managed or governed by the same person / persons jointly or separately, such tenders shall be liable for action including similar action against the firm / establishment concerned.

c) If after award of contract it is found that the accepted tender violated any of the clauses, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractor as well as related firm / establishments.
2. The amount quoted shall include provision of all necessary labour & material, plant, equipment, scaffolding and centering as per requirement of the item to be executed completely in all respect as per direction of engineer in charge.
3. If any Co-ordination required for site demarcation, it shall be the sole responsibility of Contractor.
4. The directions of Hon'ble Court & Circulars published by BMC from time to time regarding Debris Management shall be strictly followed by the contractor. No extra payment will be made towards the same.
5. The contractor shall appoint proper agency for Tree trimming, cutting, transplantation etc. in coordination with Garden department staff. No extra payment will be made towards the same. The date and time of cutting and transplanting of trees as per permission should be informed to the office of concerned Asstt.Suptd of Garden.

As per direction in the NOC of Tree Authority, the photographs taken before, while and after transplanting of trees etc. are required to be submitted (soft copy also in form of C.D.) to the office of concerned Asst.Suptd of Gardens so as to ensure proper transplantation of trees. The plantation of trees should be as per norms of tree authority i.e in open spaces two (2) trees per 100 sq.m and in R.G area five trees (5) trees per 100 sq.m and care should be taken so that trees grows

properly and also the conditions mentioned in Tree Authority NOC shall be followed scrupulously.

6. It is mandatory for the contractors to open a Bank Account in any of the banks approved by BMC for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS.
7. Contractor shall mark Town Hall Datum level on site. No extra payment will be made towards the same.
8. Before commencing execution of work, contractor should ensure at his cost against any damage, loss or injury that may occur to any property including any of their personal and employee of Municipal Corporation by an arising of contract. All insurances to be effected by the successful tenderer shall be taken up with the Director of Insurance, Maharashtra State only.
9. The contractor shall conduct preliminary survey for plotting layout of the project on site & it shall be thoroughly responsibility of contractor till completion of project. No extra payment will be made towards the same.
10. Successful Tenderer shall have to pay a security deposit as per G.C.C. w.e.f. 2016 as amended up to date.
11. Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing, in any case no post facto approval will be given.
12. In the event of dispute between parties, the dispute would be subjected to the jurisdiction of Court in Mumbai.
13. The tenderer shall invariably submit this tender notice form together with the specifications, schedule of quantities and rates duly filled in and signed. Any irregularities in this respect shall cause rejection of the quotation.
14. Brihanmumbai Municipal Corporation do not have site available for disposal of Debris/Demolition material/ excavated earth. The Contractor shall dispose these materials properly at his own risks & cost. The contractor shall quote the tender keeping these in mind, No separate payment shall be made for disposal of these Debris /Demolition materials/ excavated earth/ material.

The guidelines issued by Supreme Court under order **U/no.SLP(CIVIL)no.D23708/2017 dtd.16/03/2018 Dumping Ground matters and**

the circulars issued by BMC in these regards u/no. DMC/SWM/67 dtd 06.04.2018,ChE/DP/674/Gen dtd.06.04.2018, ChE/DP/2373/Gen dtd.25.04.2018 and the prevailing procedure adopted by BMC will be applicable to this tender. All the requirement given by Supreme Court/BMC shall be complied by the successful bidder. The e-tenderer / bidder shall therefore quote his percentage accordingly, anticipating the change in the Scope of Work due to above orders, and no extra claim in this regard will be entertained afterwards.

Guidelines regarding above stated Circulars :

- 1) The successful bidder shall deposit Bank Guarantee of requisite amount with user/ execution/SWM department as per the policy circular dtd.06.04.2018 and 25.04.2018 in view of Hon'ble Supreme Court's order dtd.15.03.2018 in regards to disposal or construction debris and SWM generated by Construction activity.
- 2) The successful bidder shall obtain S.W.M. N.O.C. before start of the work. For this, the circular regarding C & D waste at designated unloading site and procedure to be followed for designated unloading site uploaded on www.BMC.gov.in website shall be scrupulously followed.
- 3) The successful bidder shall make provision of adequate safe guards in consultation with SWM department for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by BMC.
- 4) The successful bidder shall comply all the conditions and directions specify in the Hon'ble Supreme Court's order i.e. as per S.L.P(CIVIL) no D23708/2017 dtd.15.03.2018 in the case of dumping ground and shall be comply with before starting demolition of structure & / or starting any excavation work /construction work .
- 5) The successful bidder shall handle and transport all the construction and demolition waste to the designated unloading site as per the N.O.C. issued by E.E.(S.W.M.)

6) The successful bidder shall maintain the record of C & D waste generated, transported and unloaded at designated unloading site on the construction site and shall submit this report monthly on AutoDCR system along with unloading challans or receipts (Annexure-A).

7) Any breach of condition regarding debris disposal will entitle the cancellation of the work order and the work will be stopped immediately.

8) The successful bidder shall revalidate S.W.M. N.O.C. and bank guarantee from time to time.

9) The successful bidder shall make all the available records to the monitoring committee for the inspection. In this regards it is to mention that , the requirement of the C & D waste management are monitored along with the compliance in the requisite format of S.W.M in order to notice the breach if any.

10) The successful bidder shall note that in the event for any reason whatsoever, the consent given by the disposal site owner/authority is revoke and /or in the event the time limit during which the disposal site was available has expired, the relevant construction activity will be stopped after issuance of a Show-Cause Notice and till such that revised S.W.M. N.O.C. is issued by E.E.(S.W.M.). **U.no/ Dy.Ch.E./SWM/3957/Op/ dtd.28.09.2018 for 'Implementation of the Construction and Demolition Waste Management rules, 2016' will be applicable for the work.**

10. 1) All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then tenderer shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.

2) The surpluses excavated material from the site shall be removed free of cost within 24 hrs as directed. The necessary tipping charges at the dumping ground, as applicable shall be borne by the contactor.

3) The royalty charges in respect of excavated material shall be paid by the contractors to the collector as and when asked for.

4) The contractor should note that during the execution of the work, debris etc dumped on the public streets /places will have to be removed immediately after completion of the work as per direction of the Engineer, failing which the same will be got removed at their risk and cost.

5) The policy's circulars are issued by BMC from time to time related to various clauses/ Conditions of bid documents shall remain applicable. The BMC reserves the right of its applicability for the particular work.

11 Removal of Excavated material

A. All the excavated material belongs to the Brihanmumbai Municipal Corporation and therefore shall be the property of the Brihanmumbai Municipal Corporation. It will be mandatory on the part of contractor to use this materials in the execution of works under contract if the quality of material available is as per the specification and rest of quality wise on utilised material shall be removed as directed by Engineer.

B. Royalty Payment on excavated material as per Statutory requirement :

The contractor shall pay necessary royalties and submit documentary evidences of such payments to the Engineer for his information and records. If and when royalties becomes payable to the Government Authority on excavated material as per Statutory requirements, the payment shall be made by the contractor.

12. The tenderer shall furnish the names & qualifications of the staff who will be deputed on this work and the names of other officers with their telephone Nos. with whom BMC Engineer may require to get in touch with. The site engineer must have BMC Supervisor License and the copy of license shall be submitted in DyCE(BC)WS's office before commencing the work.

13. Rates of respective items shall be inclusive of all the payments to be made towards Royalty for excavation etc. & no separate payment or reimbursement of payment made towards royalty shall be made & Contractors shall obtain necessary permissions from the Collector Office for the same.

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

15. The tenderer shall submit online bid in three packet system i.e. packet –A, B & C

16. The tenderer shall indemnify and keep indemnified the BMC 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.

17. Income-Tax Clearance Certificate in original shall be submitted as and when demanded.

18. The percentage quoted shall include the cost of any unforeseen item, connected with the work in question, required for the proper execution and completion of work in all respect. The tenderer will not be reimbursed any taxes/ charges/ octroi/ cess etc. which is in force or in force in future.

19. Tenderer / contractor shall note that quality of material and workmanship shall be first class.

20. The materials used shall confirm to the related ISI specifications as well as BMC specified specification wherever applicable. Directives of Engineer concerned will be binding.

21. General notes in the Unified Schedule of Rate 2023, can be downloaded from <http://portal.BMC.gov.in> under the Tender Tab.

22. The tenderer / contractor will have to make good, without any extra payment, any damage or loss to the Municipal property/private property while executing the work and need to quote accordingly.

23. General Conditions of Contract for civil works w.e.f. 1.4.2016 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/instructions' to tenderers.

~~24. The detail description of various items, the units of payment and the rates thereof as mentioned in the Bill of Quantities shall be as per the Unified Schedule of Rates (BMC – USOR 2023) and Fair Items.~~

~~25. ed Schedule of Rates (BMC – USOR 2023) and Fair Items.~~

26. The tenderer shall not withdraw the offer until notice of non-acceptance is communicated to him or 180 DAYS after the date of tender, whichever is earlier.

27. The sequence of work shall be as approved and directed by Engineer-in-charge before starting the work; the contractor shall submit his program of carrying out the work in the form of bar chart / PERT chart for approval of Engineer.

28. The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.

29. Maximum care should be taken to the satisfaction of the Engineer to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.

30. Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works including installation of temporary meter at their own cost.

31. The contractor shall intimate the concerned authorities before starting the work and execute the work priority fixed by the Engineer. The inventory of serviceable and unserviceable material must be taken jointly with Engineer-in-charge before starting of work.

32. Wherever and whenever necessary as directed by Engineer-in-charge, the unserviceable materials will have to be removed from the site within the time period as directed. The serviceable material recovered should be submitted to AE(Maintenance) of respective Ward by contractors as per direction of engineer in charge and receipt of same to be submitted to Engineer In-charge.

33. The Corporation will not be responsible for any delay that may be caused due to unforeseen circumstances and no compensation on this account will be paid.

34. Materials brought on the site or debris will not be allowed to be stacked in passages, in the car park area, on road. It shall be stacked as per directions of site in charge.

35. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants during the work without any extra payment. Barricading to be done on all sides to avoid nuisance for a height as per directions of engineer in charge.

36. Plumbing and sanitary works will have to be carried out through licensed plumber. All plumbing lines will be provided 2" away from wall with spaces as directed. The horizontal and vertical lines should be in line & level. Contractor to obtain all necessary permission, remarks, completion from concern department of B.M.C (i.e. 'P' form, Drainage Approval / Completion, Water main connection, Dry fittings & street connection, Road work permission / N.O.C. etc.) as required for plumbing, sanitary, drainage & water supply work.

37. Notwithstanding the source, the sand shall be washed using electrically operated sand washing machine, before use. The use of CRF can be granted as per Circular No. CE/PD/26286 /I of 11.02.11

38. Municipal Architect/City Engineer reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.

39. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.

40. The articles wherever required should be manufactured within the Greater Mumbai limit to facilitate inspection of the articles.

41. While carrying out any works, contractor shall take adequate care / safety measures to prevent any accident.

42. For transport of materials, contractors will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.

43. The contractors shall take photographs of the work site before commencing, during execution and after completion of work, as directed. The contractor shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register that original site position and finished site position of the same location should be vis-à-vis. No extra payment will be made for this arrangement. The register should be duly signed by Engineer-in-charge and contractor fortnightly. Failure to abide this condition penalty of Rs. 1000/- per photograph copy will be recovered from the contractor's bill.

44. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior permission in writing from competent authority.

45. 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.

46. On receipt of the work order the contractor will have to erect ready-made site Chowky and Godown in the form of porta cabin/container cabin. Before erecting the Chowky and Godown, contractor shall have to obtain permission from the concerned Assistant Commissioner. The Assistant Commissioner shall approve the site of the Chowky and Godown proposed by the Engineer or may allot another suitable site. The porta cabin/ container shall be preferably of dimensions

12.20 m x 2.50 m with two doors and proper ventilation with A.C. It should have toilet facility. The chowky shall be equipped with PC, printer, internet, fax and all Basic Minimum facilities. The contractor has to provide for site office as per requirement either on his/ her owned place or rented/ leased place. No separate payment will be made for providing the chowky and ancillary items. No permission and space for site chowky will be given / provided on Municipal road/ footpath. The contractor has to make their own arrangement on hire/ lease for site office.

47. The successful Tenderer shall get himself registered as BMC's vendor by paying necessary Fees to BMC by following due Procedure.

48. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.

49. The noise level shall be maintained within the permissible limit in Silence Zone area during the construction activities by the Contractors as per the notification dated 14-02-2000 issued by the Ministry of Environment and Forests. It is mandatory for the contractor to maintain the Noise level during the construction activity within the permissible limits as prescribed by BMC as per circular under no. CE/PD/7788/I dt. 05/11/2008.

50. The centring shall be insisted only in double stage self supporting steel scaffolding and M.S pipe adjustable props for which no extra payment will be made.

51. The tenderer/s should start the work from the date of issue of 'P.O.' i.e. Purchase order to ensure completion of the work in given time period.

52. The tenderer shall submit the information in respect of contractors, workers on daily wages, part time workers, full time workers, employed for the contract work, time to time during the execution of work to the Labour Office of the BMC and Govt. Authorities i.e. Assistant Commissioner, Provident Fund Regional Officer, Mumbai through Dy.C.E.(B.C.)W.S.

53. Tenderer shall pay building & other building worker welfare cess @ 1% of construction cost as per Maharashtra State building & other building welfare cess act 1996 to the B.M.C in consultation with C.A.(finance)

54. Tenderer/bidders shall take proper care while carrying out repairing work of electrical cabins as switch gears & other electrical items needs to be shifted carefully to avoid any mishap, theft & to have continuous supply on site in consultation with Ch.E(M & E) & GMD.

55. A full time qualified site engineer shall be deputed on site by the contractor to co-ordinate the various activities, report the progress of work, maintaining the record etc.

56. Shortfalls will be communicated to the bidder / tenderer through email/ in writing only.

57. The contractors shall provide proper safety gears to their staff, labours. Failure to provide safety gears as per above clause a penalty of Rs.1000/- per labour per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labours for the entire Contract period. Also, the display of cautionary/danger boards shall be placed at all required locations as directed by engineer in charge at contractor's own cost.

58. Boards of size 4'0" x 3'0" showing all the necessary details should be displayed at site before commencement of work at his own cost. For non-compliance of this condition, penalty of Rs.1000/- per day per site will be imposed on the contractors.

59. Conditions of circular no. CA(F)/Project/31 dated 26.10.2020 for governing new policy for extra /excess shall be strictly followed.

60. Undertaking on Rs. 500/- stamp paper shall be submitted stating that "The decision regarding any financial implications levied by Central/State Government, post bid shall be decided by Competent Authority of BMC and shall be binding on us".

61. Indemnity Bond on Rs. 500/- stamp paper shall be submitted stating that

a) Contractor shall not claim any charges/damages/compensation for non-availability of site due to non-removal of encroachments/ delay in acquisition process/cancellation of work or part thereof.

b) Contractor shall indemnify BMC against any accident/untoward event on site and any BMC staff will not be held responsible, neither will be BMC made party in any litigation.

62. Reinforcement bars shall be purchased from BMC approved manufacturers or their authorized dealers. The steel bars shall be embossed with manufacturer's name. Original manufacturer's test certificate shall be insisted for reinforcement bars. Test certificate in photocopy or other form will not be accepted. Engineer's decision regarding make of the steel will be final and binding on the contractors.

63. Tenderers are requested to take cognizance of the child labour act and to take precaution not to deploy child labourer on the work. If child labourers are found deployed on the work, a penalty of Rs.5,000/- on the spot will be imposed on the defaulting contractors and further action as deemed fit will be taken. The contractor shall comply with all industrial & labour rules & regulations, which are in force from time to time. The CONTRACTOR has to follow strictly the government labour acts, which are in force at present & at all future times & all necessary arrangements for labour will have to be made by the CONTRACTOR.

64. Deleted

65. Deleted.

66. The work will be treated as completed only after cleaning the site in all respect after completion of the work to the satisfaction of Engineer In charge.

67. On Completion of the work, the contractors shall furnish free of cost 2 sets of final completion drawings in AutoCAD along with the soft copy in CD, showing all the details checked and signed by the Engineer within 2 months of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractors fail to submit the completion drawings, the

same shall be got done through outside agency and cost of the same shall be recovered from the contractor along with the penalty of Rs. 5,000/- per drawing (applicable for only identified works.)

68. Temporary huts for labours for this work as directed by engineer in charge may be permitted on work site in consultation with the respective Assistant Commissioners and subject to the following conditions or any other condition imposed by the Assistant Commissioner.

- a) The labourers hutments will be completely isolated from the public by providing a tin sheet fencing around them.
- b) They will be specifically identified by BMC staff by numbering them suitably.
- c) Adequate toilet and bathing facilities will be provided for them inside this fencing.
- d) The contractors will strictly observe that labourers will use these toilets and bathing facilities and no unhygienic conditions are created at site.
- e) In case, any of the above conditions is violated such hutments will be removed by the Assistant Commissioner of concerned ward without giving any notice to the contractor in consultation with the Executive Engineer in charge of the work
- f) The labourers hutments shall be removed by the contractors within 7 days of the completion of the work.

69. The contractor has to check health of all the labours employed by him at every fortnight and take precautionary measures and treatments as per advice of medical officer.

70. The contractor shall implement anti-malarial measures for each site during execution of works, in case of failure to implement above measures a penalty of Rs.5000/- per day shall be imposed.

71. The anti-termite treatment before starting of work and after completion of work shall be carried out through reputed Pest Control companies such as PCI.

72. Deleted

73. The tenderers should note that the work shall be carried out preferably during sunrise to sunset. However in case of emergency, work can be continued during night hours/ Sunday/ holidays after taking permission from competent authority.

74. Even though the Contractor takes all the precautionary measures and by chance any workman is injured or dies, the Contractor will be responsible for settlement of disputes and claims of damages by the workman or his legal heirs.

75. Circular U/No. MGC/F/6342, dt 05.05.2018 in respect of revised guidelines about installation of barricades on work site of BMC will remain effective for this tender.

76. In case of any discrepancy, the Engineer's decision shall be final and binding on the contractors.

77. The Contractor shall have to co-ordinate with / and provide all necessary facilities to all other contractors appointed by BMC as may be necessary from time to time for any works related to the property / in the property.

~~78. The quantities mentioned in the Bill of Quantities are indicative quantities. The premium / percentage / above / below / at par quoted by the Contractor in Bill of Quantities are binding to the Contractor irrespective of variation in the quantity to any extent.~~

79. Rates of items, involving compliance stated in permissions obtained from solid waste management department, conditions of Environmental Clearances from Ministry of Environment and Forest New Delhi and Precautions to be taken as per requirement of Environment Management plan, shall be inclusive of all such mitigation measures specified in the N.O.C. and no extra shall be payable on this account.

80. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after scaffolding, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such scaffolding, staging, as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Engineer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variation, labour conditions, freights or any conditions whatsoever unless otherwise mentioned elsewhere in the Tender documents. Tenderers must include in their rates, Insurance against Fire, Theft, damages by Oriental Insurance Company or any other Government Insurance Company for the period of 5 years from the date of commencement and other levy levied by the Central Government or any State Government or any local authority, if applicable and prevalent during the entire contract period. No claim in respect of sales tax, excise duty, octroi or other taxes, duties or levies whether existing or levied in future shall be entertained by the Employer, unless otherwise mentioned elsewhere in the tender document.

81. Variations in the quantities mentioned in the tender documents can be to any extent (increased or decreased) this clause shall prevail over Clause No. 10 of GCC and escalation in the rates shall not be permitted on this account.

82. If it is observed that Contractors carrying out the work fail to comply with the instructions given by the AMC / MC twice during execution of work, the work shall be deemed to have been terminated and will be carried out at the risk & cost of the Contractors and penal action will be taken against them. This decision shall not be arbitral at all. The above condition will be in addition to the relevant conditions in General Conditions of Contract regarding cancellation of full or part of the work, finality of decisions on disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.

83. The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Designer or Designer's Representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others. The security & safe keeping of the contractor's material, equipment, tools, etc. shall be the sole responsibility of the contractor.

84. The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

85. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable and where contributions / compensation / payments are to be made the same shall be borne by the contractor either during the term of contract or after.

86. All necessary tests for verification of quality of material used for the work; as may be deemed fit shall be carried out by the contractor at his cost. No separate payments will be made on this account.

87. The serviceable materials obtained from existing structures, such as wooden doors & aluminium windows, M.S. Grills, gates etc. shall be removed from site as directed by engineer by taking & maintaining proper inventories of serviceable materials with them.

88. The tenderer shall note that during construction and up till handing over of the entire building contractor should provide their own security force from registered / licensed security agencies. The contractor shall be solely responsible for security of entire building for which no extra payment will be made. No complaints will be entertained afterward for stealing of any articles / appliances.

89. The contractor which expression shall include any person or group of persons representing the contractor who are required to handle iron and steel materials

shall register themselves as employer with the Mumbai Iron and Steel Labour board and shall completely fulfil all the obligatory provisions of the Maharashtra Mathadi, Hamal other Manual Workers (Regulation of employment and Welfare) Act 1969, and the Mumbai Iron and Steel Unprotected Workers (Regulation of employment and Welfare) Scheme 1970. The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the Contractors.

90. Tenderer(s) should note that if any deposits are required to be paid to Government Agency/Authorities etc, for obtaining any permission from them, an amount equivalent to the said deposit shall be withheld from the contractors bill, till the contractors fulfill all the conditions laid down by Government Agency/Authorities and obtain certificate to that effect from them and the tenderers shall take cognizance of the same, before quoting for the tender.

91. On receipt of the work order, an amount equivalent to 1/2% (half percent) of contract cost or Rs. 10,000/-, whichever is less, shall have to be deposited on demand by Ward Office where the work site is situated, towards deposit for removal of debris from the site. This amount will be adjusted towards the debris which has not been removed from the site by the contractors in time and removed by the Ward Staff.

92. The successful tenderers shall have to bear the testing charges for the tests carried out by the Municipal Material Testing Laboratory or any other approved testing laboratory as directed by the engineer as per the schedule of fees in force in respect of the various tests carried out by the Municipal Laboratory. The tenderers shall take this into account while quoting their rates. No extra payment on account of this will be made to the contractors.

93. The contractor has instructed not to provide/install site chowky, labourer's hut, godown etc on roads, carriageway/footpath. Any chowky/labourer's hut /site godowns found on footpath/carriageway without a permission from B.M.C or any competent authority.,shall be fined Rs.1,000/-a day for first month and Rs.10,000/-a day thereafter.

94. In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid as one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Dy.CE.(BC)WS on behalf of the Brihanmumbai Mahanagarपालिका shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Corporation:-

1. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the C.E. shall be conclusive evidence), and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.
2. To employ labour paid by the Municipal Corporation and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to correctness of which cost and price the certificate of the Dy.CE.(BC)WS shall be final and conclusive against the contractor) and crediting him that the value of the work done, in all respects in the same manner and at the rates as if it had been carried out by the contractor under the terms of his contract, and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractors.
3. To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Dy.CE.(BC)WS shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any more money, due to him by Corporation under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

4. In the event of any of the above courses, being adopted by the Dy.CE.(BC)WS, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performances of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work actually performed by him under this contract unless and until the Dy.CE.(BC)WS shall have certified in writing the performance of such work and the amount payable to him in respect hereof and shall only be entitled to be paid the amount so certified.

95. The contractor shall pay necessary royalties and submit documentary evidences of such payments to the Engineer for information and records. If and when royalties becomes payable to the Government Authority on excavated material as per statutory requirements, the payment shall be made by the contractor. No reimbursement will be made to contractor by B.M.C

96. Contract Labour (Regulation and Abolition Act 1970): The Tenderer(s) should specifically note that the successful tenderer shall have to strictly comply with all the statutory requirement under the provision of the Contract Labour (Regulation and Abolition Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1971 and indemnify the Corporation against any claim(s) whatsoever. It is mandatory on the part of the contractor to submit Registration Certificate issued by the office of Commissioner of Labour along with the documents for execution of written contract.

97. The successful bidder are liable to pay cess to the Government as per the notification issued by Industry, Energy and labour department as applicable from time to time and challan of amount remitted shall be submitted to the department.

98. All circulars published by BMC from time to time will be applicable to the Contractor.

1. The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs. 2500/- per day/lapse, in accordance to the gravity of default communicated in writing. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. If it is observed that, the contractor carrying out the work fails to comply with the instructions given by the City engineer/ Director(E.S.&P) / A.M.C./M.C. twice during execution of work , the work will be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitral at all. The above mentioned condition will be in addition to the relevant condition in the General Condition of contract regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any mater out of contract.

2. Other penalties:-

In addition to any penal action under the General Conditions of Individual contracts, a registered contractor will be liable under the registration Rule to one or more of the following penalties:

(A) Warning / Fine

A contractor will be liable to a warning and /or penalty for

(a) Non-compliance of any provision of the rules.

(b) Failure to comply with any clause or direction under these rules or comply with any conditions of e - Tenders / contracts.

(c) Inadequate progress / performance under the contract.

For the first default of any type mentioned above a warning will be issued. For each subsequent default of the types in (a) & (b) above the minimum penalty will be fine of Rs. 2,500/- while that for a default of the type (c) the minimum penalty will be Rs. 5,000/- for contracts of upto Rs. 25 Lakhs and

Rs. 10,000/- for contacts of above Rs. 25 lakhs. Higher Amount of penalty may be levied by the competent authority for reasons to be recorded.

(B) Demotion

A contractor will be liable to be demoted to a lower class of registration on any of the following grounds:

(a) Specific failure or default in execution of individual works in respect of physical progress for quality of such works.

(b) Deterioration in financial or technical ability /capacity

(c) Repeated failure to fill in e - Tender documents fully and correctly or delay in execution of formal contract documents.

100. It should be clearly understood that, for the purpose of determination of the contract period, the monsoon period will be taken only as from 10th June to 30th September, and all works shall be recommenced on 1st October, irrespective of whether there are intervening festivals and / or rains etc.

101. The successful tenderer should provide sufficient number of security guards on site for 24 x 7 till the completion of work without any charges & remuneration.

102. Patent Rights and Royalties – The Contractor shall save harmless and indemnify the Employer 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 Plant or Materials and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

103. All the items which require fixtures, traps, pipes, fittings etc. to make the item functional (e.g. water closet, health faucet, wash basin, urinal, drainage), are inclusive of all such fittings. No extra will be paid for any unforeseen items required for making item functional in any form. The contractor shall quote accordingly in such cases.

104. Municipal charges required for service connections are to be borne by contractor.

105. The terms “out of”, “about” and “upto” each imply the maximum size.

106. The term “providing” means procuring all material as necessary to complete the item into for the purpose intended.

107. The term “fixing” means the carrying out of appropriate skilled labour including using necessary equipment and tools for the completion of the item into to serve the purpose intended.

108. The Contractor shall prepare shop drawings incorporating revisions therein till approval of the items (which are as per manufacturer’s instruction / specification and / or structural interventions to the existing structure) by the Architect prior to execution of the respective work.

109. The contractor has to exercise due care and caution while working on each item to ensure that other areas in the vicinity are not spoiled, defaced, broken, damaged etc. and if so affected, the contractor shall have to rectify the damage etc and make good the affected portion at his own cost and within the time frame set for the execution of the work.

110. ABBREVIATIONS: G.C.C.- General Conditions of Contract, Cu.m - Cubic Metre, Sq.m - Square Metre, Rmt - Running Metre, LS - Lump Sum, Nos. - Number, CP - Chrome Plated, CI or C.I.- Cast Iron, SS or S.S.- Stainless Steel, GI or G.I. - Galvanised Iron, WC – Water Closet, WB - Wash Basin, TW or T.W. - Teak wood, ACP – Aluminium Composite Panel, mm - Millimetre, ht - height, thk -Thick, AL - Aluminium, Co. - Company, IS - Indian Standard, MS - Mild Steel, TF - Tile Fixing, P& - Providing and, P&A – Providing and Applying, P&E - Providing and Erecting, P&L – Providing and Laying, P&S - Providing & Supplying, P&F- Providing & Fixing, BBC – Brick bat coba, dia - diameter, PCC - Plain Cement Concrete, RCC - Reinforced Cement Concrete, C.P.T.W. - Central Provinces Teak Wood, P.O.P. - Plaster of Paris, PVC - Polyvinyl Chloride, A - Ampere, V - Volt, W - Watt, ELCB - Earth Leakage Circuit Breaker, MCB -

Miniature Circuit Breaker, PL - Photo Light, TL - Tube Light, M.O.U.- Memorandum of Understanding , B.M.C- Brihanmumbai Municipal Corporation, A&C – Assessor and Collector and others as per conventional usage and as approved by the Municipal Architect.

~~111. Price variation for the extended time period may be considered on its merits if the reasons for the delay in completing the work are not attributed to the contractor. However, maximum amount of price variation payable as above shall be restricted to 5 % of the estimated cost with contractor's quoted percentage.~~

112. The contractors are requested to take construction workers' policies as per revised norms of BMC

113. It will be binding on contractor to pay all the necessary charges as per prevailing policy of B.M.C apart from the charges as stated in the Tender.

114. The contractor shall maintain the following registers during execution of work.

List of Registers

Register Code	Name of Register
1	Instruction Register
2	Daily Progress Register
3	Cement Variation Register
4	Cement Register
5	Material Testing Result File
6	Photograph File
7	Penalty Register
8	Correspondence File
9	File Containing Drawings
10	Inventory Register
11	Steel Register
12	RMC/Concrete Register

13	Cube Test Register
14	Contractor's Site Staff Attendance Register
15	Any Other Registers Required As Per Description Of Items For Any Activity/Material/Quantity For Which Payment is Made Or As Instructed By Engineer In charge.

115. Contractor shall visit the site & shall quote accordingly considering the site condition.

116. The contractor has to exercise due care and caution while working on each item to ensure that other areas in the vicinity are not spoiled, defaced, broken, damaged etc. and if so affected, the contractor shall have to rectify the damage etc and make good the affected portion at his own cost and within the time frame set for the execution of the work.

117. Necessary precautions to be taken to maintain the finishing, aesthetical look before handing over of the completed site.

118. All loose items shall be positioned at required locations with proper levelling.

119. All tools, tackles, instruments used shall be of good quality and should be in good condition.

120. The mode of fixing and jointing shall be done as per standard manufacturing practice of market and must get approved by competent authority before carrying out further work. Only fevicol adhesive shall be used for fixing the joints.

121. The tenderer are welcome to contact staff of DyCE(BC)WS / Municipal Architect if they have any doubts / query about any of the contents of the tender document

122. Deleted

123.. Deleted

124. The Engineer / Municipal Architect 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 the expenses for such testing. All bills, vouchers and test certificates which in the opinion of the Engineer in charge, their suitability shall be produced for his inspection when required.

125. The interpretation & decision given by Municipal Architect / Engineer in charge shall be final & binding to contractor for any discrepancies in drawings & specification.

126. Plumbing and sanitary works will have to be carried out through licensed plumber. All plumbing lines will be provided 2" away from wall with spaces as directed. The horizontal and vertical lines should be in line & level. Contractor to obtain all necessary permission remarks, completion from concern department of B.M.C (i.e. 'P' form, Drainage Approval / Completion, Water main connection, Dry fittings & street connection, Road work permission / N.O.C. etc.) as required for plumbing, sanitary, drainage & water supply work.

The work of providing and fixing in position UPVC/SWR, GI pipe of given diameter in any position as per specification shall be carried out in such way that pipe and wall surface will be separated by clamp of at least 100mm depth to avoid direct contact of pipe with wall surface. No extra payment will be made to the contractor in this respect.

127. Various guidelines/directives vide relevant circulars below issued by BMC as mentioned shall be applicable

- a) BMC/1766 dt. 15.12.2020 regarding subletting of BMC works.
- b) Dir/ES & P/415/III dt. 13.12.2019 regarding accident compensation policy.
- c) MGC/F/8659 dt. 07.09.2019 regarding Arbitration clause in the standard GCC for construction works 2016.
- d) DMC/SE/501/MC dt. 26.11.2019 regarding guidelines/preventive steps to be taken for all existing compound wall and the properties owned by BMC
- e) DMC/SWM/3988 dt. 28.12.2018 regarding implementation of the construction and demolition waste management rules 2016.

- f) ChE/BM/019919/II dt. 07.01.2019 regarding corrections in parameters i.e. similar work experience criteria for major structural repairs/maintenance works & reconstruction/new construction building works undertaken through all BMC dept. and other correction in para of curable and non curable defects and the header data of SBD.
- g) Guidelines for Air Pollution Mitigation issued u/no. MGC/F/1102 dt. 25.10.2023

129.It will be binding on contractor to pay all the necessary charges as per prevailing policy of BMC apart from the charges as stated in the Tender.

130.As regards to the grievances from bidders, same may be addressed to Grievance Redressal Committee (GRC) as per circular Dy. Ch. Eng./CPD/2025 dtd 01.09.2021.

131.As regards to Clause no. 74 of General Conditions of this tender bid, the same shall be read with circular vide no. MGC/F/8659 dtd 07.09.2019.

• **TESTING OF MATERIAL** –

1. The charges for testing of construction materials shall be as per the rates in force at the time of testing of materials/asphalt mixes and the testing charges shall be borne by the contractor.

a.All requests for testing of samples must be made in writing to in duplicate specifying there in the following information (separate memo should be sent for concrete, steel, soil, asphaltic mixes) etc.

b. Name of the Work, Work Code No. if any.

c. Type of material and tests desired (i.e. grade of cement, date of consignment)

d. Identification mark on the sample should be mentioned on the forwarding memo (in case of concrete beams and cubes identification marks, grade of concrete, date of casting, specimen No. should be engraved on concrete. If these details are marked by paint, samples will not be accepted. In case of reinforcement bars, details shall be displayed on label pasted on bars and label must be signed by the officer who has taken the samples.)

e. Name and full postal address of the officer to whom the results must be sent.

f. Date of sampling (Sr. No. of load casting concrete or taking cement samples.)

g. Name of the tenderer carrying out the work.

h. Any other information, which is specified by the user department.

2. Samples must also bear the identification mark and signature of site in charge/ officer taking the samples. In case of samples of asphalt mixes sent in polythene bags a legible duplicate tag should be stapled from outside.

3. Quantity of sample for testing must be adequate as shown in the schedule.

4. For issuing additional copies or duplicate copies of test results at Municipal Testing Lab. Rs. 25/- will be charged for each copy. Request for additional /duplicate copy should be made in writing by site in charge or higher officers of the user department.

5. Samples for tensile testing of reinforcing bars shall be straight for entire length without bends. The ends of the bars shall be hacksaw cut and not chisel cut. One sample of each diameter bar shall be sent for first test and for retest, two bars shall be sent. The length of the bars shall be 50 cm. for all diameters. Test Certificates (Chemical/Physical tests from manufacturers) will be submitted along with each Lot of Steel.

6. Samples that are sent for testing for natural moisture content, shall be forwarded in wax coated packing or sealed airtight bags.

Undisturbed samples sent in sampling tube shall be wax coated on both open ends.

132. It shall be sole responsibility of the contractor to carry out the total station survey of building premises included in the tender work.

133. The photographs of work sites & works as and when directed by Engineer are to be taken. A new Digital Camera of Min 10 Mega Pixels shall be provided in the site office for the said purpose. The Photographs should be arranged in the Register showing original site position and finished site position of the same location. The register should be duly signed by site-in charge and contractor fortnightly.

134.Quantities of all items provided (i.e. anticipated) in the B.O.Q. may not be required to be executed depending upon the site conditions. The tenderer shall not be entitled for any compensation on this account. Before starting the work, contractor shall consult with the Site Engineer and shall take actual measurements on the site for procurement of material.

135.The contractor shall procure requisite material required for the work from manufacturers with I.S.I. certificates and according to B.M.C specifications/approved list wherever applicable.

136.The RMC works required to be done under the captioned contract shall be got executed with pre-qualified RMC plant by BMC. Preference will be given to contractor using pre-qualified facility by RMCMA; where the facility does not have such pre-qualification, the RMC producers shall get it pre-qualified from BMC in accordance with two QA manuals viz. QC Manual Part I including check list (125 items) and guidelines for QC and QA Part II, submitted by RMCMA. The said manuals are available in the divisional offices for reference.

137.While executing the work, the bidder has to protect the trees as per Urban Trees and paving Guidelines, copy of which is available with the office of Ch.E. (Rds. & Tr.).

138.The full-time services of the Personnel Team of the contractor is mandatory during the entire period of the project.

139.The contractor will be directed by the Engineer to execute the additional emergency work of excavation, any damaged existing water mains, construction of drainage/ electrical or any other service Chambers, & other related works. The quantum of the work of any item may get reduced or increased to any extent. However, the payment of the work shall be made as per terms and conditions of contract.

140.In case the controlled concrete to be provided at one place/or on particular day, is of small quantity i.e. less than 10 Cu.m, M10 may be considered as equivalent to 1:3:6, M15 as 1:2:4, M20 as 1:1.5:3. The concrete sample/ cubes for

M10, M15, M20 shall be tested for every 100 Cu.m quantity irrespective of individual quantity is less than 10Cu.m.

OR

141. If due to small quantity of concrete less than 5 cum or if concrete is not to be used as structural concrete nominal mix of equivalent strength may be made on site by permission of engineer, not below the Executive Engineer. However, rebate of Rs 100 per cum shall be taken for non using the ready mix concrete. However, in such cases the concrete shall be as per mix design and machine mixed.

141. The contractors shall bring the correct size of metal/material required for construction of water bound layers. The contractors will not be allowed to break stones for preparation of material for water bound layers on site.

142. The tenderer shall note that the tie bars if required to be provided by drilling holes to the existing cement concrete as directed the said work shall be done as directed by the engineer without any extra/additional cost to BMC.

143. There is a paucity of space for stacking of construction material. The materials may have to be delivered and unloaded near the site at locations far away from placing. However, no payment will be made for double handling or transport beyond 500 meters from place of laying. No payment for re-transportation, loading, unloading etc. For materials received at site for activity beyond 500 meters will be made under any circumstances.

144. After completion of work, contractor has to submit detailed plans showing location of work carried out with three reference point and also of any underground services laid.

145. SITE CONSTRAINTS:

The Tenderers / bidders should note following points carefully before quoting:

1) While carrying out the work, contractor has to ensure safety of existing utilities of B.S.N.L, B.E.S.T, TATA, SCADA, M.G.L, optical fibre cables, Sewer lines, S.W.D & Water Mains of Hydraulic Engineer's Department etc. contractor has to

take care of all his Machineries and transport vehicles while executing the work without disturbing traffic flow on remaining carriageway. If any damage occurs to any immediately and no extra payment will be made to the contractors.

2) The bidder shall note that he will have to arrange for security and safety of Municipal and his own staff working at the site & materials stacked at / near to sites during the whole contract period and the cost of same shall be deemed to have been covered under items of the contract. The bidders/Contractors should note that, no claim whatsoever arising out of the ignorance of site conditions etc submitted later, will be entertained on any account.

146.IDLE CHARGES: No idle charges will be entertained on any of the grounds

147. All excavated and surplus material on site will be disposed by way of transportation as directed by Engineer in charge at the cost of contractor. No additional payment will be done to the contractor.

148. The rate of Fair Item of D.G. set & AMF Panel is subject to approval of Competent Authority and bidder has to quote accordingly.

149. Obtaining permanent power supply, all necessary approvals / permissions / NOC from the service provider/ all competent authority is the sole responsibility of the prime contractor / sub-contractor. Also obtaining NOC from PWD / competent authority for electrical installation, DG sets, High rise, Lift licenses etc. will be responsibility of prime contractor / sub-contractor. No extra claims will be entertained in this regard. As regard for all M & E systems contractor has to maintain and operate systems free of cost up to DLP after handing over of entire building to user department. Bidder to note this point accordingly.

150. The warranty / guarantee of M & E equipment will start from the date of virtual completion of the project.

151. Tenderer shall note that the lifts shall be installed as per the specification mentioned and make as per prevailing policy of BMC at his own risk and cost.

152. The contractor should provide adequate number of service lift for movement of goods / materials / manpower till the completion of project or as per

the instruction given by Engineer in Charge at his own risk and cost.

153. Bidder has to submit notarized MOU at the time of bidding and Registered MOU with the Specialized Sub Contractor of Auditorium with Acoustic shall be submitted after award of contract (Due to not having in house experience for specialized job) who fulfills the relevant following qualifications criteria stipulated for nominated Specialized agency then it is sole responsibility of the main bidder to ensure the fulfillment of qualification criteria of Specialized agency to be appointed for the relevant works. The contractor shall submit these OU within 03 months from date of issue of LOA along with details of Technical Staff of Specialized job, failing which the penalty amounting to Rs.1,00,000/- per day of delay will be imposed and deducted from the contractor running bill. Bidder shall submit MOU with any one of the approved specialized agency for each discipline. It will be binding on the contractor to get the individual M & E work executed through such approved Specialized agency (with MOU) only. For any change in approved contractor bidder shall have to submit credentials of such contractor and will have to pay Rs.5,00,000/- as a scrutiny fees for each such event. And undertaking on Rs.500/- stamp paper in agreement to above stated condition shall be submitted by prime bidders, along with the bid in Packet B”.

154. Tenderer should note that the site inspection for the said work should be done by tenderer to ascertain the present work status and available working space.

SECTION 11

SPECIFICATIONS

& SELECTION OF

MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2023. The specifications of the items of USOR are available on BMC portal <http://portal.BMC.gov.in> under the Tender tab. Hence the deserving contractor shall either download the same from BMC portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office.

For NSOR Items, the technical specifications are separately attached.

The technical specifications provided are for guideline only. The bidder may use these specifications as a minimum criteria for quality while designing the building to achieve net zero certification. Specifications higher than the ones provided in the tender document may be used by the bidder without additional cost incurred on to the client.

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 beyond doubt that no better materials of the particular kind in question are available in the market.
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 material changes.
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, or both.
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 24 hours.
6. The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.
7. Notwithstanding the source, the sand shall be washed using sand washing machine before use.

Lift License:-

It is mandatory to obtain the licenses to install, operate and maintain the lifts from Lift Inspector (P.W.D.) Government of Maharashtra, by paying necessary government charges. The rates quoted shall be inclusive of this.

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SECTION 12

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 Bidding Process.
- ❖ 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, engaged or 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, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- ❖ For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 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 Bidding Process.
 - F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing 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 relevant Clause.
- For the purposes of this Sub-Clause:

1. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
2. “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 procurement decisions.
3. “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 an obligation;
4. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “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 improperly the actions of a party;
6. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order 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
7. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided .
8. “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 contract execution.

9. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
10. A "party" refers to a participant in the procurement process or contract execution.

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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 further instructions.

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 Bankers Guarantee.

1) IDBI bank not acceptable as per circular no. CA/FBK/303 dt. 17.03.2018

2) Also refer CA/FBK/25 dt. 30.10.2014 & CA/FBK/241 dt. 27.11.2019

List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.

20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation & Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.

57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

SECTION –14

APPENDIX - I

FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

- i. Notice inviting tender.
- ii. Directions to Tenderers (General and special)
- iii. General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up to date.
- iv. Relevant drawings
- v. Specifications.
- vi. Special Conditions of Contract
- vii. Annexure A and B.
- viii. Bill of Quantities and Rates.

1. A. 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 contract of the rates entered in the schedule of rates sent herewith and signed by me/ us” (strike out the portions which are not applicable).

B. 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 all respects.

* ~~At the rates entered in the aforesaid Bill of Quantities and Rates.~~

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

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

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 5 below).
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 the Corporation.
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 as aforesaid.
- b) I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
- c) I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
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 Scheme 1970.

9. "I/We..... have failed in the accompanying tender with full 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 this tender.
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 in this 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 is with-drawn by the Corporation,"

Address

Yours faithfully,

.....

.....

Digital Signature of the Tenderer or the Firm

1.....

2.....

3.....

4.....

5.....

Full Name and private residential address of all the partners constituting the Firm	
1.....	AC No.
2.....	Name of Bank
3.....	Name of Branch
4.....	Vendor No.
5.....	

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 ten-

der has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESS 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 referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a. The letter of Acceptance
 - b. The Bid:
 - c. Addendum to Bid; if any
 - d. Tender Document
 - e. ~~The Bill of Quantities:~~
 - f. The Specification:
 - g. Detailed Engineering Drawings
 - h. Standard General Conditions of Contracts (GCC)
 - i. All correspondence documents between bidder and BMC
- 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 in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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,

Seal

sealed & delivered by the contractor/s)

Trading

under the name and style of)

In the presence of witness :

Witness no.1 : Name & address

Name _____)

Resi. Address- _____

Signature of witness

no.1

In the presence of witness :

Witness no.2 : Name & address

Name _____)

Resi Address : _____

Signature of Witness

no.2

Signed by the Dy. Municipal
Commissioner, The Director (ES&P) in the
presence of

1. _____

2. _____

Director (ES & P)

Name and Signature of Concern
Dy.Ch.Eng & Ch.Eng (HOD) with
Designation Stamp

Dy.Ch.Eng

Chief

Engineer

Shri./Smt.

Shri./Smt

The Common seal of the Municipal Corporation)

of Greater Mumbai was affixed on the

Day of 20..... in the presence of

1. _____

2. _____

Two members of the Standing Committee.
Committee of the Municipal Corporation of
Greater Mumbai.

Witness :

(Shri/Smt)

Office Superintendent,
Municipal Secretary Office

Contract examined with the Quotation/Tender and the Resolution No.
..... dated of the Standing/Municipal Commissioner /
Director (ES&P)'s Sanction No.dated.....etc are
correct.

Signature of Asst.Eng. or Ex.Eng and

Dy.Ch.Eng

Of the concerned deptt. with Designation

stamp

ANNEXURE " A "

Name of work: Construction of a Net-Zero Energy, Water & Waste Building to be occupied as a H / East Ward Office of the Brihamumbai Municipal Corporation located at plot bearing C.T.S. No. 3454/D & 3454/E of village Kolekalyan, Near Grand Hyatt Hotel Pipeline road, Santacruz (East), Mumbai- 400055, Mumbai on a Turnkey Design – Build Basis.

1. The Engineer for work: City Engineer Dy.C.Eng.(B.C.) W.S.

Ex.Eng. .(B.C.) W.S.

2. Estimated cost of Tender:

Sr No	Description of work	Total Amount Rs.
1	Total Amount	₹ 1,16,00,00,000.00 /- (without GST)

3. Earnest Money (1% of the Estimated cost) = Rs 1,16,00,000 /-

4. Time period

1.Contract as a whole Period completion	24 Months (Inclusive of Monsoon)
2.Part or Groups of items	
i) -	i) -
ii) -	ii) -
iii) -	iii) -

5. Percentage to be charged as supervision charges for the work got executed through other means 10.00 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.

6. 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 to date.

7. 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.

Annexure- B

(On Rs.500/- Stamp Paper)

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 BMC, 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 the Contract.
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 BMC or otherwise in 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 means and illegal activities.
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 BMC or their family

members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC 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 other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
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 Bidding Process.

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 ;
2. “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;
3. “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

4. “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 Bidding Process.

Signature of Tenderer/Bidder

Annexure- C
(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ 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 capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
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 in charge

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ 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
first part _____
_____ inhabitants carrying on business at
_____ in Mumbai under the style and name of
Messer's _____ (hereinafter referred to as 'the contractor') of the
second part Shri. _____

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
contractors have submitted to the Commissioner tender for the execution of the work
of " _____ and the
terms of such tender /contract require that the contractors shall deposit with the
Commissioner as/contract deposit/ earnest money and /or the security a sum of
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 contractors 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
contractors are constituents of the Bank and in order to facilitate the keeping of the
accounts of the contractors, the Bank with the consent and concurrence of the
contractors 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 contractors (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 the whole Rs._____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs._____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer’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
RATE ANALYSIS

Item Description

S r. N o.	Description of rate analysis	Unit	Quantity	Rate	Amount
	Parameters				
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type	(labour components)			
4	Total of all component				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Signature of Tenderer/Bidder

Annexure- E

Irrevocable Undertaking

(On Rs.500/- Stamp paper)

I Shri/Smt.aged,.....years Indian Inhabitant. Proprietor/Partner / Director of M/S resident atdo hereby give irrevocable undertaking as under,

1) I say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.

2) I further say and undertake that I understand that in case the same is not passed on and is recovery including, but not limited to imitate legal action against me for its recovery including, but not limited to, an appeal to the screening Committee of the GST Counsel.

3) I say that above said irrevocable undertaking in binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.

4) If I fail to compliance with the provisions of the GST Act, I shall be liable for Penalty/ punishment or or both as per the provisions of GST Act. Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly Affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

Annexure-F

Undertaking for fair items, site constraints and part handover

(On Rs.500/- Stamp paper)

I ~~Shri/Smt.~~aged,.....years ~~Indian Inhabitant. Proprietor/Partner / Director of M/S~~ resident atdo hereby give undertaking as under,

—

1) I say & undertake that as the BOQ is prepared considering the fair items submitted by Consulting Architect and BOQ amount is frozen, considering that fair rate may change. In case the estimated cost of tender varies $\pm 20\%$ due to fair items considered in Bill of Quantities, I will not claim further/ later than the same.

2) I further say and undertake that Ground + 1 upper floor shall be handed over to user department i.e. AC(Market) / Municipal Architect to make it operational. I will hand over the portion of Market to user department at my own risk and cost and shall provide all safety measures till handing over of entire project and as directed by The Engineer.

3) I say that, I have inspected the site for the balance work of Topiwala Market to ascertain present work status and availability of working space for balance mentioned work

Solemnly Affirmed at _____

DEPONENT

This day of _____ BEFORE ME

Interpreted Explained and Identified by me —

PROFORMAS:

PROFORMA- I

The list of similar works as stated in Para 'A' of Post qualification during last seven 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:

- 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.
- Works shall be grouped financial year-wise.

PROFORMA- II

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

PROFORMA – II					
Sr No.	Financial Year	Annual Turnover of Civil Engineering Works	Updated value to current year	Average of last 3 years	Page No.
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

At least 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.
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 support of information furnished in the above Proforma.

PERSONNEL:

PROFORMA – IV					
Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Projects
1	Project Manager				
2	Quality Control Engineer				
3	Site Engineer				
4	Site supervisor				

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	Nos	Owned/Leased/Assured access
1			
2			

3			
---	--	--	--

Proforma-V/B			
Sr · N o.	Equipment	Nos	Owned
1			
2			
3			

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							
Desc ription of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Schedule d date of completi on	Value of work remaining to be completed	Anticipat ed date of completi on
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						
Descri ption of work	Place	Name & Addresses of employer	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.

PROFORMA - VII

The tender shall upload information on litigation / arbitration history in which the tenderer involved in the Proforma VII–

Other party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

Note: Scanned Attested copies of document should be annexed and uploaded.

SECTION –15

PAYMENT SCHEDULE

SCHEDULE OF PAYMENT

Sr. No.	Work Name	%	Floors								
			B1	B2	Ground Floor	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor
1a	Preparation of conceptual plans verified by PMC, obtaining approval from the user department and MA department and subsequently submission of the proposal to B.P. Cell for approval.	3%									
1b	Design Submission to IGBC / LEED / IFC Edge and obtaining verification / scrutiny from them on the submitted design.	3.5%									
1c	Obtaining approval of B.P.Cell,	3.5%									

	Preparing structural design, verified by PMC and vetted by VJTI / IIT, and obtaining all approvals and NOC's from Local Bodies / State & Central Authorities / Special Authorities / Municipal Corporation required for commencing the work, execution of work & services.										
2	RCC Work	20%	3	3	2	2	2	2	2	2	2
3	Masonry Work & Plaster Work	9%	1	1	1	1	1	1	1	1	1
4	Flooring Work	9%	1	1	1	1	1	1	1	1	1
5	Painting Work	9%	1	1	1	1	1	1	1	1	1
6	Doors and Windows work	8%	0.5	0.5	1	1	1	1	1	1	1
7	Firefighting Work	9%	1	1	1	1	1	1	1	1	1
8	Electrical Work	10%	1.5	1.5	1	1	1	1	1	1	1
9	HVAC	8%	0.5	0.5	1	1	1	1	1	1	1

	Work										
10	Landscape work, and other site development works	3%									
11	On obtaining completion certificate from the competent authority of BMC or handing over of the project to user department whichever is later.	1.5%									
12	On application of the project for obtaining certification of Net Zero from LEED / IGBC / IFC Edge	1.5%									
13	On submission of certification of Net Zero to BMC obtained from LEED / IGBC / IFC Edge	2%									

Note:

1. In case of partial works, proportionate payment can be released on the basis of the proposal submitted by the Engineer – in - charge.
2. Being net zero building, the certificate from authorities like Leadership in Energy and Environmental Design (LEED) / Indian Green Building Council (IGBC) need to be obtained by prospective bidder along with yearly audit by International Finance Corporation (IFC) EDGE, accordingly scope of work has been incorporated in Draft Tender.
3. 2% of payable amount as per serial no 13 of Schedule of Payment will be released only after submission of certificates as stated above, in addition to 5% retention money withheld from each running bill which will be refunded only after submission of net zero certification or DLP whichever is later. The said period will start from date of obtaining completion certificate from the competent authority of BMC or handing over of the project to user department whichever is later. Also, BMC has rights to initiate penalty procedure of debarring / blacklisting the contractor for the period of minimum one year or as deemed fit by obtaining approval of competent authority.

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SECTION –16

SPECIAL DIRECTIONS

TO THE E - TENDERER

SPECIAL DIRECTIONS TO THE E - TENDERER

SPECIAL NOTE: The bidder has to hand over the market floors completely operational to the client and simultaneously carry on the works of the upper floors.

1. The tender shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications and Unified Schedule of Rates uploaded on BMC website, Drawings, Appendix and Addendum, etc.

2. The amounts set out in the Pricing Schedules attached to this Schedule of Payments shall include all taxes, duties, and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, materials and supplies to be used on or furnished under the Contract, and also on the works and services to be performed under the Contract. The percentage quoted shall include the cost of any unforeseen item of work connected with the work in question required for the proper execution of the work. The tenderer will not be reimbursed any taxes/ charges/ octroi/ cess custom duty / Local Body Tax etc. Which is in force or in force in future.

3. The amounts entered into the Pricing Schedules shall be inclusive of all levies, taxes and other duties including but not limited to custom duty and all other import and export duties, excise duty, entry tax / octroi / Local Body Tax, and other charges that the Contractor may incur within the Employer's country in respect of the performance of the Contract. No provision in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by the Contractor in respect of the Contract.

4. ~~The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include, but not limited to, all Constructional Plant, machinery, scaffolding, Centering, labour supervision, materials, erection, maintenance, insurance, establishment, profit, all taxes and duties, together with all general risks, liabilities, and obligation set out or implied in the Contract.~~

~~5. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the engineer may fix within the terms of the Contract.~~

~~6. The percentage rate inserted below shall hold good for all work done under this contract without reference to quantities or location of the work.~~

7. Quantity of each item for works mentioned in the Schedule should be observed and the percentage rate should be well scrutinized with the consideration of specification before sub-submitting the tender as no variation in rates etc. will be allowed on any ground such as mistake misunderstanding etc., after the tender has been submitted.

8. Tenderers while quoting the tenders shall note that in the case of the tenders for the waterproofing the existing buildings, special care shall be taken to see that no leakage of water takes place on the Lower floors of the existing structure, while carrying out the tender work. Any leakage, if occurred shall be stopped by the contractors immediately. And nothing extra on account of these works for stopping water leaking to lower floors shall be paid. If sufficient precautions are not taken to stop the leakage the same will be carried out at the risk and cost of the Contractors. In this regard, the contractors shall be fined for any lapse. In addition, any further action including degradation of the contractor shall be taken as deemed fit.

9. Firm with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father, mother and minor son / daughter and brother / sister and minor brother / sister, shall not tender separately under different names for the same contract.

10. (a) If it is found that firms as described in clause above have tendered separately under different names of the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition such firm

/ establishment shall be liable at the discretion of the Municipal Commissioner for further penal action including blacklisting.

(b) If it is found that closely related persons as in clause herein above have submitted separate tenders / quotations under different names of firm / establishment but with common address for establishments / firms and / or if such establishments / firms though they have different addresses are managed or governed by the same person / persons jointly or severally, such tenders shall be liable for action as in clause (5-A) including similar action against the firm / establishment concerned.

(c) If after award of contract, it is found that the accepted tenderer violated any of the clauses 4, 5(A) or 5(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractor as well as related firm/ establishments.

11. It is mandatory for the contractors to open a Bank Account in any of the banks approved by BMC for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS

12. Insurance : Before commencing execution of work, contractor should ensure at his cost against any damage, loss or injury that may occur to any property including any of their personal and employee of Municipal Corporation by an arising of contract. All insurances to be effected by the successful tenderer shall be taken up with the Director of Insurance, Maharashtra State only.

13. Jurisdiction:

In the event of dispute between parties, the dispute would be subjected to the jurisdiction of Court in Mumbai.

14. The tenderer shall furnish the names & qualifications of the staff who will be deputed on this work and the names of other officers with their telephone numbers with whom BMC Engineer may require to get in touch with. The Site Engineer must have BMC Supervisor License and the copy of license have to be submitted in Dy.C.E. (B.C.) W.S's office before commencing the work.

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

16. While carrying out any works, contractor shall take adequate care / safety measures to prevent any accident. The tenderer shall indemnify and keep indemnified the BMC 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, women in employment of the contractor or any other sub-contractor against all claims. The Contractor shall also indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

17. The successful tenderer shall have to furnish a free maintenance guarantee on Rs.200/- stamp paper for DLP Period, from the date of completion of the work for any manufacturing defects and / or faulty workmanship. If any defect is noticed within the guarantee period and on intimation to the contractors, they will rectify the same free of cost.

18. Income-tax Clearance Certificate in original shall be submitted as and when demanded

19. The percentage quoted shall include the cost of any small part, essential for proper execution of the work if it remained to be included in the specifications of the main items.

20. Tenderer / contractor shall note that first class quality of material and workmanship is expected.

21. The materials used shall conform to the related ISI specifications (Bureau of Indian Standards) as well as BMC specified specification wherever applicable. Directives of the Engineer concerned will be binding.

22. General notes in the F.M.B. schedule, F.M.R. schedule, 'A' Schedule and F.M.E Schedule, USR schedule are applicable to all items of this work. ~~The detail description~~

~~of various items, the units of payment and the rates thereof as mentioned in the Bill of Quantities below shall be as per the BMC – USOR 2023 and Fair rates.~~

23. The tenderer / contractor will have to make good, without any extra payment any damage or loss to the Municipal property / private property while executing the work.

24. General conditions of Contract for civil works w.e.f. 15-10-2016 and electrical / mechanical shall be applicable to the work

25. The sequence of work shall be as approved and directed by the Engineer before starting the work. The contractor shall submit his programme of carrying out the work for approval of the Engineer. Work shall be carried out as per priority fixed by the Engineer.

26. The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.

27. Maximum care should be taken to the satisfaction of the Engineer to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.

28. Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works at their own cost.

29. The contractor shall intimate the concerned authorities before starting the work and execute the work as per priority fixed by the Engineer.

30. Wherever and whenever necessary as directed by the Engineer, the unserviceable materials will have to be removed from the site to any location as directed by the Engineer within the time period as directed.

31. The Corporation will not be responsible for any delay that may be caused due to unforeseen circumstances and no compensation on this account will be paid.

32. No separate payment will be made for dewatering the water seepage in the trenches and foundation pits opened while executing excavation and other foundation

works. The possibility of high water table should be kept in mind while quoting the percentage, hence contractor has to make their own arrangement for dewatering by mechanical means though the excavation item includes manual dewatering. No extra payment will be made for dewatering by mechanical means.

33. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed. If done, the same will be rectified by the contractor at his own cost to the satisfaction of the Engineer.

34. Materials brought on the site or debris will not be allowed to be stacked in passages or in the car parking area.

35. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants during the work without any extra payment.

36. After completion of the waterproofing work, the leakage test shall be carried out after impounding the water and plugging the openings at least for ten days, without any extra cost.

37. Plumbing and sanitary works will have to carried out through licensed plumber as per drawings and as directed by the Engineer. Contractor to obtain all necessary permission remarks, completion from concern department of BMC (i.e. 'P' form, Drainage Approval / Completion, Water main connection, Dry fittings & street connection, Road work permission / N.O.C. etc.) as required for plumbing, sanitary & drainage & water supply work.

38. Notwithstanding the source, the sand shall be washed using electrically operated sand washing machine, before use.

39. Reinforcement bars shall be purchased from such manufacturer's or their authorized dealers who manufacture the steel with the basic process. The steel bars shall be embossed with manufacturer's name. Original manufacturer's test certificate shall be insisted for reinforcement bars in the form of half embossed and half printed. Test certificate in photocopy or other form will not be accepted. Engineer's decision regarding make of the steel will be final and binding on the contractors.

40. The centering shall be insisted only in double stage self-supporting steel scaffolding and M S pipe adjustable props for which no extra payment will be made.

41. City Engineer reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.

42. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.

43. The propping shall be done to the existing structure wherever necessary before taking up the demolition without any extra items. All the safety measures for structures / workers / supervisors / machineries shall be taken by the contractor at his own cost.

44. Staircase / lift will not be allowed for transport of materials and contractor will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.

45. If directed by the Engineer, the contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost.

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

47. Contractor shall ensure that the Municipal Office / Maintenance Activities running on site presently in the building / structures are not hampered during the execution of work. If necessary, this buildings / structures shall also be provided with sufficiently wide, temporary access road (Water Bound Macadam) with adequate size compound gate as directed by the Engineer to his satisfaction without any extra cost.

48. BMC has appointed private Architectural Consultants for comprehensive architectural services for above said project. Contractors shall have to co-ordinate with the Architects or their representative or all consultants appointed by the Architect for

above work. He shall follow up the matter with them, whenever and wherever necessary, for the smooth / speedy execution of the work in the best possible manner.

49. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.

50. Basement for main building is proposed. The R.C.C. columns in basement, R.C.C slab and beams at plinth level are considered as R.C.C columns in superstructure and R.C.C slabs and beams at floor level respectively in the estimate and shall be paid as per the relevant items in B.O.Q Nothing extra shall be paid.

51. The contractors has to procure ready mix cement concrete of the required grade from one of the approved ready mix batching plants on the approved list of the BMC With the approval of the Engineer on site, mixing of concrete (instead of Ready Mix Concrete) may be allowed only in rare cases when the total quantity of Reinforced Cement Concrete / Cement Concrete does not exceed 5.0 m³ on that particular day. However, in such cases, the concrete shall be as per mix design and machine mixed.

52. While excavation contractor may encounter foundations of existing buildings. Contractor will have to execute all such works under relevant items of excavation in B.O.Q without claiming any extra charge.

53. The Contractor shall have to co-ordinate with / and provide all necessary facilities to; all other contractors appointed by BMC as may be necessary from time to time for any works related to the property / in the property.

54. The tenderer shall study the terms & conditions sought by the State level Environment Impact Assessment Authority (SEIAA) available with BMC & comply with all the requirement mentioned there in.

55. Rates of respective items shall be inclusive of all the payments to be made towards Royalty for excavation etc. & no separate payment or reimbursement of payment made towards royalty shall be made, Contractors to obtain necessary permissions from the Collector Office. The contractor shall pay necessary royalties and submit documentary evidences of such payments to the Engineer for information and records. If and when

royalties becomes payable to the Government Authority on excavated material as per statutory requirements, the payment shall be made by the contractor.

56. Rates of items, involving compliance stated in permissions obtained from solid waste management department, conditions of Environmental Clearances from Ministry of Environment and Forest New Delhi and Precautions to be taken as per requirement of Environment Management plan, shall be inclusive of all such mitigation measures specified in the N.O.C. and no extra shall be payable on this account.

57. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after scaffolding, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such scaffolding, staging, as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Engineer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variation, labour conditions, freights or any conditions whatsoever unless otherwise mentioned elsewhere in the Tender documents. Tenderers must including in their rates, Insurance against Fire, Theft, damages by Oriental Insurance Company or any other Government Insurance Company for the period of 5 years from the date of commencement and duly or other levy levied by the Central Government or any State Government or any local authority, if applicable and prevalent during the entire contract period.

58. If it is observed that Contractors carrying out the work fail to comply with the instructions given by the AMC / MC during execution of work twice, the work shall be deemed to have been terminated and will be carried out at the risk & cost of the Contractors and penal action will be taken against them. This decision shall not be arbitral at all. The above condition will be in addition to the relevant conditions in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decisions on the disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.

59. The noise level shall be maintained within the permissible limit in silence zone area during construction activity by the contractor as per notification dated 14.02.2000 issued by the Ministry of Environment and Forest and maintain the Noise level during the construction activity within the permissible limits as prescribed by BMC as per circular under no. CE/PD/7788/I dt. 05/11/2008.

60. The tenderer shall submit the information in respect of contractors, works on daily wages, part time workers, full time workers, employed for the contract work, time to time during the execution of work to the Labour Office of the BMC and Govt.authorities i.e. Assistant Commissioner, Provident Fund regional officer, Mumbai through Dy.C.E.(B.C.) City/E.S./W.S.

61. Tenderer shall pay building & other building worker welfare cess @ 1% of construction cost as per Maharashtra State building & other building welfare cess act 1996 to the BMC in consultation with C.A.(finance)

62. Tenderer/bidders shall take proper care while carrying out repairing work of electrical cabins as switchgears & other electrical items needs to be shifted carefully to avoid any mishap, theft & to have continuous supply on site in consultation with Ch .E (M & E) & GMD.

63. No labour below the age of 18 years shall be employed in the work. The contractor shall comply with all industrial & labour rules & regulations, which are in force from time to time. The CONTRACTOR has to follow strictly the government labour acts, which are in force at present & at all future times & all necessary arrangements for labour will have to be made by the CONTRACTOR.

64. The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Client or Consultant's Representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others. The security & safe keeping of the contractor's material, equipment, tools, etc. shall be the sole responsibility of the contractor.

65. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable

and where contributions / compensation / payments are to be made the same shall be borne by the contractor either during the term of contract or after. Approval shall be taken from the consultants prior to covering of any work.

66. All necessary tests for verification of quality of material used for the work; as may be deemed fit by the consultants shall be carried out by the contractor at his cost. No separate payments will be made on this account.

67. All permissions from the various government agencies, police, traffic department etc. as may be required during the execution of the project shall be arranged by the contractor at his cost. No delay in execution shall be accepted on account of delays in getting the same from the concerned departments.

68. The serviceable materials obtained on demolition of existing structures, such as wooden planks/ logs, doors & windows, M.S. Grills, truss etc shall be hand over in the custody of concerned AE(Maint) of concerned ward by taking & maintaining proper inventories of serviceable materials with them.

69. The tenderer shall note that the shore pile has to be bored around basement line.

70. The successful tenderer should provide sufficient number of security guards on site for 24 x 7 till the completion of work without any charges & remuneration. The tenderer shall note that during construction and up till handing over of the entire building contractor should provide their own security force from registered / licensed security agencies. The contractor shall be solely responsible for security of entire building (for which no extra payment will be made). No complaints will be entertained afterward for stealing of any articles / appliances.

71. Tenderer shall note that the lifts shall be installed as per the specification mentioned and make as per prevailing policy of BMC. No other make will be entertained.

72. Obtaining permanent power supply, all necessary approvals / permissions / NOC from the service provider/ all competent authority is the sole responsibility of the prime contractor / sub-contractor. Also obtaining NOC from PWD / competent authority for electrical installation, DG sets, High rise, Lift licenses etc. will be

responsibility of prime contractor / sub contractor. No extra claims will be entertained in this regard. As regard for all M & E systems contractor has to maintain and operate systems free of cost up to DLP after handing over of entire building to user department. Bidder to note this point accordingly.

73. Considering possibility of the part occupancy of the new building, the contractor has to carry out the comprehensive service and maintenance along with House keeping work free of charge till the completion and handing over of entire building to user department plus further three months, and no compensation / reimbursement will be made by BMC. It will be responsibility of Contractors to obtain part occupation Certificate as well as Completion Certificate from concerned department.

74. The contractor which expression shall include any person or group of persons representing the contractor who are required to handle iron and steel materials shall register themselves as employer with the Mumbai Iron and Steel Labour board and shall completely fulfil all the obligatory provisions of the Maharashtra Mathadi, Hamal other Manual Workers (Regulation of employment and Welfare) Act 1969, and the Mumbai Iron and Steel Unprotected Workers (Regulation of employment and Welfare) Scheme 1970. The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the Contractors.

75. Tenderer(s) should note that if any deposits are required to be paid to Government Agency/Authorities etc, for obtaining any permission from them, an amount equivalent to the said deposit shall be withheld from the contractors bill, till the contractors fulfill all the conditions laid down by Government Agency/Authorities and obtain certificate to that effect from them and the tenderers shall take cognizance of the same, before quoting for the tender.

76. On receipt of the work order, an amount equivalent to 1/2% (half percent) of contract cost or Rs. 10,000/-, whichever is less, shall have to be deposited on demand by Ward Office where the work site is situated, towards deposit for removal of debris from the site. This amount will be adjusted towards the debris which has not been removed from the site by the contractors in time and removed by the Ward Staff.

77. The successful tenderers shall have to bear the testing charges for the tests carried out by the Municipal Material Testing Laboratory or any other approved testing laboratory as directed by the engineer as per the schedule of fees in force in respect of the various tests carried out by the Municipal Laboratory. The tenderers shall take this into account while quoting their rates. No extra payment on account of this will be made to the contractors.

78. The contractor has instructed not to provide/install site chowky, labourer's hut, godown etc on roads, carriageway/footpath. Any chowky/labourer's hut /site godowns found on footpath/carriageway without a contract stating condition of permission by BMC, shall fined Rs.10,000/-a day for first month and Rs.1,00,000/-a day thereafter.

79. In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid as one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Dy.CE. (BC)WS on behalf of the Brihan Mumbai Mahanagarpalika shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Corporation:-

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the C.E. shall be conclusive evidence), and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

(b) To employ labour paid by the Municipal Corporation and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to correctness of which cost and price the certificate of the Dy.CE. (BC)WS shall be final and conclusive against the contractor) and crediting him that the value of the work done, in all respects in the same manner and at the rates as if it had been carried out by the contractor under the terms of his contract, and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractors.

(c) To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Dy.CE.(BC)WS shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any more money, due to him by Corporation under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

(d) In the event of any of the above courses, being adopted by the Dy.CE.(BC)WS, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution, of the work or the performances of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work actually performed by him under this contract unless and until the Dy.CE.(BC)WS shall have certified in writing the performance of such work and the amount payable to him in respect hereof and shall only be entitled to be paid the amount so certified.

80. Contract Labour (Regulation and Abolition Act 1970) : The Tenderer(s) should specifically note that the successful tenderer shall have to strictly comply with all the statutory requirement under the provision of the Contract Labour (Regulation and Abolition Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1971 and indemnify the Corporation against any claim(s) whatsoever. It is mandatory on the part of the contractor to submit Registration Certificate issued by the office of Commissioner of Labour along with the documents for execution of written contract.

81. The successful bidder are liable to pay cess to the Government as per the notification issued by Industry, Energy and labour department is applicable from time to time and challan of amount remitted shall be submitted to the department.

82. All circulars published by BMC from time to time will be applicable to the Contractor.

83. The contractor has to maintain site muster for his laborers / staff and shall issue ID's to all workers for security reasons.

84. It should be clearly understood that, for the purpose of determination of the contract period, the monsoon period will be taken only as from 10th June to 30th September, and all works shall be recommenced on 1st October, irrespective of whether there are intervening festivals and / or rains etc.

85. ~~Extra / excess items – Latest Circular is applicable. (Dir / ES&P / 324 dated 15-07-2015)~~

86. Patent Rights and Royalties – The Contractor shall save harmless and indemnify the Employer 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 Plant or Materials and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

87. Tenderers shall note that they should execute the work as per the requirement of Indian

Electricity Act, Fire Brigade, I.S., Building Bye Laws of Corporation, Minimum Wages Act, and Factories Act. They should also fulfill all requirements of Supply Companies and any other statutory bodies, which are applicable in Mumbai.

88. i) The Contractor appointed for Municipal works shall make his own arrangement for disposal - unloading C & D waste, silt, excavated earth generated at the time of carrying out Municipal works either on the abandoned quarry land in Mumbai city, thane or new Mumbai or a private land, where the permission is granted by concerned authority. This c & d waste will not be permitted to unload at regular SWM dumping ground unless it is required by the operator and permitted by the concerned A.M.C.

(ii.) On the basis of condition no. (i) above, the Contractor shall get the debris management plan approved prior to commencement of actual work to be submitted.

(iii.) In case of non-abiding with the condition no.(i) by any of the contractor, heavy penalty will be imposed as per the Greater Mumbai Cleanliness and Sanitation Byelaws updated till date, which may finally lead to termination of the contract.(Circular no.DY.Ch.Eng./2591/SWM/Project of 5.2.2008.)

89. (a) All contractors are mandated to undertake site correction so as to ensure immediately that conditions, resulting in breeding of mosquito, such as stagnant water etc. are removed immediately and are henceforth kept free of conditions resulting in mosquito breeding. All contractors are mandated to ensure hygienic site conditions for sewerage construction labourers.

- All contractors are mandated to ensure the services of qualified medical practitioner at pre announced fixed timings at construction sites for construction workers.
- The said Doctor and/or Surveillance staff will ensure blood examination of all construction labourers, constitute a baseline survey and every 15 days thereafter.
- The labourers detected positive for malaria shall be immediately reported to health authorities and treated on priority basis.
- All contractors are mandated to provide insecticide impregnated nets as mandated by the Central Govt. under the National Vector Borne Disease Control Programme.

90. BMC will not supply cement to contractors. They shall have to purchase cement from open market. The cement shall conform to the relevant IS codes (latest). Cement shall have to be got tested at Municipal Laboratory at contractor's cost or from one of the institutions as i) V.J.T.I Matunga ii) S.P. College of Engineering, Andheri iii) I.I.T Powai at Contractor's cost before its use for each batch. In case the cement test results are not available before its use, same may be permitted for other works such as masonry, lean concrete, plaster, etc. but not for R.C.C work subject to a written request from the contractors to that effect and subject to condition that in case the test result is

not satisfactory, the contractors will remove the work done entirely at their cost and redo with fresh cement of required quality. If during the execution of work, the bags are required to be weighed and any shortage is required to be made up by putting extra cement, in the short bags, no compensation shall be paid to the contractors for this shortage whether the contractors receive their cement from the supplier or directly from the companies as stated above.

91. Portland slag cement conforming to IS 455 for chemical properties and conforming to IS 8112 (1989) simultaneously for physical properties or O.P.C of 43 grade will be allowed to be used, as per the directions of the Engineer. Contractors shall provide one independent cement godowns with capacity of 500 cement bags under double lock system with one lock of contractors and other Municipal Corporation of Greater Mumbai. Cement from locked godowns will be released only after getting satisfactory test results as per Clause 1 above. Advance bills as per rules for cement brought at site and duly tested can be entertained only after getting satisfactory cement / test results. Arrangement for special type of cement if required shall have to be made by the contractors at their own cost.

92. Epoxy coating, if specified, shall be carried out by the contractors from approved BMC firms only and strictly in accordance with the provisions of relevant latest IS codes. Extra payment for transportation of steel from one place to another required for epoxy coating shall not be made. All the Laboratory test records shall be meticulously maintained in the site laboratory by the contractors and made available as and when required.

93. Even though it is an obligatory duty of the contractors to have an upto-date laboratory at site and carry out the necessary test in this laboratory, he shall submit at least, once in month, 3 cubes of cement concrete work for testing at the BMC laboratory or any other renowned laboratory as directed by the Engineer. The charges for the testing of cubes shall be paid by the contractors. The cubes shall also be tested for 7 days and 14 days strength at the contractor's laboratory in the presence of Engineer-in-charge of the work.. Whenever the material cubes are required to be sent to the Municipal Laboratory, the same shall be transported to the Municipal Laboratory by contractors at their cost. However, the contractors shall cast 9 cubes during concreting

and test the cubes at site laboratory for 7 days and 14 days strength and also separately for 28 days at Municipal Laboratory. Besides any other tests are required to be carried out on concrete samples, the same shall be done as directed by the Engineer.

94. The tenderer shall submit a programme with Bar Chart / PERT / CPM Chart / Milestone Chart or any advance project management tool in the relevant Packet while submitting the tender and shall complete the project strictly in accordance with the same

95. The rates proposed in this tender for all concrete and allied works are inclusive of water cost. The contractors shall have to make their own arrangements at their cost for bringing adequate water for mixing concrete, curing, etc. For this no extra payment will be made. The water brought for concreting and curing etc shall be got tested from Municipal Testing Laboratory (situated at G/North Ward Office) to verify whether it is suitable for above purposes, whenever directed. This testing will be done at contractor's cost.

96. The Contractor will have to design the concrete mix to ensure the strength of the concrete is as required by the design stipulations as directed by the Engineer. Sieve analysis of coarse and fine aggregates shall invariably be performed whenever source of the aggregate is changed at such intervals as directed by the Engineer.

97. Contractor's Engineers should be qualified and experienced and well conversant with concrete mix-design and should be thoroughly acquainted with the construction of large scale R.C.C. works. Contractors not employing such qualified Engineers shall not be allowed to commence with the work and the days lost on this account shall be counted as working days.

98. Cement is to be used in the mix by weighing on 'Avery' or similar such weighing machine approved by the Engineer. For any R.C.C work, the coarse and fine aggregates and water also will be weighed.

99. In case the cube test for 28 days period fails, reconstruction of the structural members for which the cubes were taken will be carried out by the contractors at their cost to the satisfaction of the Engineer. This will be subject to provisions in the clause No.15 of the acceptance criteria of IS 456 of 2000.

100. Sand shall be of approved quality with fineness modulus between 2.4 to 3.5. The sand will have to be screened and washed to reduce the silt content below 5% by volume after one hour and to bring it within the permissible range of fineness modulus. Blending of sand of fine and coarse quality may be permitted to achieve the required FM if it is found, to give desired results. In case stone dust is required to be used for mixing with the sand, for bringing the admixture within the desired range of fineness modulus, such stone dust shall be of approved quality with fines passing through 75 mm micron sieve limited to 15% or less. In case percentage of fines in stone dust is found to be more than 15% prescribed under IS code 383 of 1970 the same will have to be washed and screened so as to bring it within the permissible range. The fine aggregate will be tested and retested as directed by the Engineer, till it satisfies the required norms as per IS codes and as specified above.

101. After completion of the work, the contractors shall submit two sets of completion drawings with Reproduceable Transparent Film/CD showing therein 'As built' work.

102. Mixing of concrete at site for all R.C.C. work is strictly prohibited. The contractors has to procure ready mix cement concrete of the required grade from one of the approved ready mix batching plants on the approved list of the BMC

103. The vacant lift shafts shall not be used for throwing the debris, failing which the contractor will be penalized as deemed fit. The contractors will provide refuse chute of required nos. as directed without claiming any extra payment.

104. Supply of steel M.S. Round bars, HYSD bars with FBE, M.S. Flats, plates & structural steel.

a) The contractor shall note that all the above steel required on the work shall conform to relevant code of BIS (Bureau of Indian Standards) and will have to be procured by them from the open market from the reputed/approved manufacturers. Rebars shall be of VIZAG / TATA/ SAIL or any other approved make and shall clearly bear the mark of the manufacturer.

b) Original manufacturer's test certificate shall be submitted for any quantity of steel to be used for the work.

c) The steel will not be allowed to be utilized until the satisfactory test result is received.

d) All steel brought on site shall be stored in proper manner as approved by the Engineer so as to avoid distortion, deterioration and corrosion. The contractor shall have to maintain proper record of the steel brought on site.

105. The Municipal Corporation is not liable to supply any non-controlled article or any controlled articles, however, if available in the stores, the Corporation may supply the same in the interest of the work. In that case, the contractor shall be charged at the current market rates or their book values whichever may be higher in addition; the contractor shall be charged Municipal Supervision charges at 10%. The material, however, will have to be transported by the contractor of his cost from Municipal Store anywhere in Greater Mumbai.

106. All the materials, supplied to the contractor, shall be stacked or stored at the site of work as directed and used only on the work in question and any materials remaining surplus shall not be disposed off or removed by the contractor without obtaining the written permission of the Engineer for the disposal of surplus materials at the original – purchase price. The contractor shall maintain a register account of the receipts and use of materials to the satisfaction of the Engineer and supply monthly statement of such accounts to the Engineer.

107. All the materials, where advance payment is made to the contractor under respective clause of G.C.C of civil works, shall remain the absolute property of the BMC and shall on, no account be removed from the site of the work and shall at all times be opened to inspection by the Engineer.

108. The contractors will take all necessary precautions to abate air and noise pollution so as not to disturb the nearby locality. The contractors will take following measures in particular in this regard at their own cost.

A) Air, Dust particles pollution.

1. Providing curtains / covering around the structure.

2. Providing enclosure to concrete mixing machine, air, compressors, etc.
3. Water spraying around cement mixing, concrete mixing & metal unloading sites.
4. Providing dust / collector / section fan during cement mixing to avoid air pollution.

B) Noise pollution: Providing enclosure to noise making equipments.

C) Vibration: Providing rubber pads at compressor/ pump base to minimize vibration / noise.

D) Sewage: Temporary sewage connection to manhole or sewer line for disposal of wastewater.

E) Debris: Providing temporary storage arrangement / container facility for debris at construction site and providing transportation arrangement for removal of debris. The contractor has to make all these arrangement without claiming any extra payment. No complaint / compensation will be entertained. This shall be noted while quoting the percentage.

109. The contractors have to submit the quality assurance manual at the time of actual starting of the work. Non-compliance of this condition is liable for penalty of Rs.1000/- per day. If any laps are observed in observance of this manual, a penalty of Rs.5000/- for first default and Rs.10000/- for subsequent defaults will be levied. The contractor shall note this condition in particular.

110. The contractors shall take all necessary precautions so as not to damage existing services of Municipal offices.

111. The R.M.C brought on site by the contractors will be payable as per the exact quantity in the respective structural members such as beam, columns, slab, staircase, water tank, footing, pile, etc. and shall be measured as per the linear measurement of the members shown in structural drawings. Under no circumstances, any extra claim on this account shall be entertained and payable.

112. The contractor has to place R.M.C in position by using placer beam whenever directed. No relaxation will be allowed on any account which shall be noted.

113. Ready mixed concrete to be used must confirm to the requirements specified in IS: 4926:1976 (second revision) and shall also satisfy the conditions of IS:456:2000 and additional condition / direction refer page Technical specification.

114. PROTECTION OF ENVIRONMENT:

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 bye-laws 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 this respect 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 or environment.

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 and property.

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 Central Government.

The noise level shall be maintained within the permissible limit in silence zone during construction activities by the contractor as per the notification dated 14.02.2000 issued by the Ministry of Environment and Forest. (Circular No. CE/PD/7788/I of 05/11/08.)

Discharge of Water into Existing Watercourse -

The Contractor shall make provision for the discharge or disposal from the Works of all water and waste products howsoever arising and the method of disposal shall be to the satisfaction of the Engineer and of any Authority or person having an interest in any system (drainage or sewers), land or watercourse in which waste may be so discharged. Before discharging any surplus water, the Contractor shall obtain the necessary written approvals.

The Contractor shall be permitted to discharge rain water and clean groundwater to adjacent nallahs and storm water drains (SWD), However, no pollutants, soils, bentonite, or mud of any sort shall be permitted to be discharged to nallahs or SWDs.

The Contractor shall make his own arrangements for trapping of the silt, separating lubricants, bentonite, drilling mud, or other pollutants before disposal. The water discharged from any source in connection with the construction shall comply with the requirement of the discharge norms stipulated under the Environment Protection Rules (under Environment Protection Act 1985) and the regulations laid down by the Maharashtra Pollution Control Board (MPCB). The parameters to be monitored include pH values, temperature and suspended solids.

Dust Disturbance

Dust generation at the site shall be suppressed by suitable methods, such as periodic water spray, to the satisfaction of the Engineer. Trucks carrying excavated muck shall be adequately covered to prevent any spillage of muck on the roads while transporting the same to the locations of disposal.

The Contractor shall comply with the requirements of The Air (Prevention and Control of Pollution) Act 1981 and all associated Rules and Notifications.

The Contractor shall take adequate measures to control the emission of dust from the Site.

Such measures shall include sprinkling of surfaces, revegetation and delayed stripping of vegetative cover where practical.

The Contractor shall cover or water stockpiles and storage areas to prevent dust pollution.

The Contractor shall also cover trucks transporting construction materials to minimise spills and shall not overload vehicles.

The Contractor shall not cause any dust nuisance to third parties or to the Engineer's offices or Employer's facilities.

The Contractor shall tune and service regularly all construction and transportation equipment in order to prevent air pollution.

115. HEALTH AND SAFETY REQUIREMENTS

The Contractor shall comply at all times during the Contract with all relevant Indian health and safety legislation, and all amendments thereto and also IS 18001:2007 Occupational Health and Safety (OH&S) Management System.

115.1 Safe Systems of Work –

The Contractor shall be responsible for all safety systems on site. Throughout the Contract Period the Contractor shall:

- i) at all times maintain a safe system of working and shall comply with all enactments, regulations and working rules relating to safety, security, health and welfare of all persons who may be affected by his work
- ii) ensure that only persons who are properly trained for their duties are employed, that the correct tools and procedures are used and that adequate personal protective equipment is provided to all persons who may be affected by the work
- iii) carry out toolbox talks for all Contractor's Personnel at least once per week
- iv) erect suitable warning signs, barriers, etc. as necessary for the activity which is being carried out – the Contractor shall maintain such signs, barriers, etc for the duration of such activities
- v) submit to the Engineer, no later than 28 days before work commences on the Site, his Health and Safety Plan containing comprehensive proposals relating to the management of health, safety and welfare of all his personnel on the Site and all persons who may be affected by his work.

The Contractor shall be responsible for the safety of all his personnel and other persons directly or indirectly employed for the Works and shall take all measures at his own expense necessary to ensure their safety. In particular such measures to be taken by the Contractor shall include the following:

- i) Provision of proper safety and emergency plans and regulations; fire, gas and electric shock precautions, stretchers and first aid box together with rescue facilities generally for each place of working;

ii) Provision of appropriate and effective safety work gear, including certified safety helmets and certified work boots for all personnel including the Engineer and each of his staff and any authorized visitors to the Site (see further data in Appendix D);

iii) Safe control of the water table, including provision of ample standby generating anplant to maintain dry conditions;

iv) Provision and maintenance of suitable lighting to provide adequate illumination of works with appropriate spares and standby equipment;

v) Provision and maintenance of safe, sound mechanical equipment, each item of plant having an up-to-date testing certificate;

vi) Provision and maintenance of safe, sound ropes, slings, pulleys and other lifting tackle, each appliance having an up-to-date testing certificate, where appropriate;

vii) Provision of notices on weather-proof boards measuring 1.25m x 1.5m in size, written in bold letters in English, Marathi and Hindi to be erected on existing footpaths and at points of access likely to be used by the public, which shall warn the public of the existence of the Works. These notices shall be in addition to any statutory requirements demanded of the Contractor.

viii) Suitable scaffolds shall be provided for workmen for all activities that cannot be safely executed from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra person shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical);

ix) Scaffolding or staging 1 more than 3.25m above the ground or floor, swung or suspended from an overhead support, or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure;

x) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of a platform or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced;

xi) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre;

xii) Safe means of access shall be provided to all working platforms and other working areas. Every ladder shall be securely fixed. No portable single ladder shall be over 3 metres in length.

xiii) The Contractor shall take adequate precautions to prevent danger from electrical equipment. No material on the Site shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

xiv) Excavation and trenching: All trenches 1.5 metres or more in depth shall be considered confined spaces and shall at all times be supplied with at least one ladder every 30 metres, or fraction thereof. Ladders shall be extended from bottom of trench to at least 1 metre above surface of the ground. Sides of a trench which is 1.5 metres or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 metres of the edge of a trench, or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

xv) Demolition: Before any demolition work is commenced and also during the process of the work:

a) All roads and open areas adjacent to the work Site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger other than a cable or apparatus being used by an operator shall remain electrically charged.

c) The Contractor shall take all practical steps to prevent danger to persons employed from risk of fire or explosion, and the Contractor shall ensure that no part of a building shall be so overloaded with debris or materials as to render it unsafe.

xvi) All necessary personal safety equipment shall be provided by the Contractor for use by persons employed on the Site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned:

a) Workers employed on mixing asphaltic material, cement and lime mortars / concrete shall be provided with protective footwear, gloves and goggles.

b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eyeshields.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) Those working with loud machinery or near loud activities shall be provided with appropriate ear protection such as ear muffs.

f) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated by mechanical means for at least one hour before workers are allowed entry. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

xvii) When work is done near any place where there is a risk of drowning, all necessary equipment shall be provided by the Contractor and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work;

xviii) Use of hoisting machines and tackle including their attachments, anchorage, and supports shall conform to the following:

a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and the Contractor shall keep same in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

d) In the case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, safe working load shall be ascertained by the Contractor by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load by the Contractor. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated by the Contractor. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) The Contractor shall notify safe working load of each machine to the Engineer whenever he brings it to Site.

xix) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity;

xx) All scaffolds, ladders and other safety devices shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work;

xxi) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety provisions shall be named therein by the Contractor;

xxii) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer and any safety inspection officer.

xxiii) All movement of vehicles to and from the sites shall comply with the Traffic Management Plan and in the Traffic Management Requirements Notwithstanding the above provisions, the Contractor is not exempted from the requirements of any other Laws in force. The Contractor shall submit to the Engineer for review detailed proposals under (i) above in conjunction with detailed construction and installation method statements for each element of work to be undertaken. When accepted by the Engineer, and before the work is started, the Contractor shall distribute copies in English or in other language as appropriate to all his employees and to the Engineer.

The Contractor shall ensure that all his employees are fully conversant with the plans and

regulations and the Contractor shall enforce the rule that any employee committing a serious breach of such plans and regulations shall be instantly dismissed and shall not be reemployed.

115.2 Paint

Paint or other products containing lead shall not be used.

115.3 First Aid and Life-saving apparatus

The Contractor shall provide on the Site such life-saving apparatus as may be appropriate and shall provide, equip and maintain at the Site of Works first aid boxes as

directed and shall be subject to approval by the Engineer for the use of his own as well as Engineer's Personnel on Site. In addition, the Contractor shall instruct an adequate number of persons permanently employed at the Site in the use of the apparatus and equipment. The Contractor shall advise the Engineer of measures to be taken in the event of a serious accident. The Contractor shall post a list of emergency telephone numbers (including ambulance) at several locations on site.

115.4 Electrical Safety

While any electrical equipment is being installed or tested, the Contractor shall ensure that all necessary precautions are taken to safeguard personnel working on Site. If necessary, this shall include fencing off areas that are considered to pose a risk, and erecting warning notices.

The Contractor shall ensure that the installation of electrical equipment is carried out by suitably trained competent personnel and that the work is carried out in a safe manner. No electrical cables shall be laid across rebar. No joints or repairs shall be made to cables except by suitably trained competent personnel using appropriate protective equipment. All power sockets used on the

Site shall be protected by a residual current service.

The Contractor shall be responsible for the operation on the Site of a permit to work system during the period of electrical equipment installation and testing. This system shall regulate the installation, the energising and the use of electrical Plant installed and the method of work adopted.

115.5 Asbestos

The Contractor shall not use any product that contains crocidolite (blue asbestos). Prior to use of any asbestos materials, whether in permanent works or temporary works, the Contractor shall submit to the Engineer for review evidence that his insurance policies permit the use of asbestos. The Contractor shall notify the Engineer of the presence of asbestos on site throughout the entire Contract

Period, including the Operation Service Period. When handling any asbestos materials he shall comply with all appropriate national and internationally accepted regulations and codes of practice relating to the handling and disposal of asbestos.

115.6 Supply of Potable Water and Sanitation Facilities

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of fresh and chlorinated potable water suitable for drinking and other water for the use of the Contractor's staff on a daily basis. The Contractor shall also provide sanitation facilities for his staff employed on the site for the duration of the Contract.

115.7 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's staff employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

115.8 Measures against Sunburn and Heat Exhaustion

The Contractor shall at all times take the necessary precautions to protect the Contractor's staff employed on the Site from sunburn and heat exhaustion including provision of adequate breaks.

115.9 Alcoholic Liquor or Banned Substances

The Contractor shall not allow alcoholic liquor or banned substances on site. The Contractor shall not import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's staff.

115.10 Arms and Ammunition

The Contractor shall not allow arms and ammunition of any kind on the site. The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's staff to do so.

116. Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals and religious or other customs.

117. All the works in the Auditorium i.e. Acoustical, Sound system, Stage lighting, Fire fighting, Audio, False Ceiling, Plumbing, Other related services etc. shall be executed without claiming any extra payment on account of scaffolding height that may required to complete the work.

118. As per Circular u/no. CE / 2215 dated 09-05-2016, the Contractors shall compulsory appoint the Labours on construction site who are registered under the provision of ESI act, 1948. The separate register of the Labours shall be maintained on site and the Contractor shall submit the details of all laboures working on site periodically alongwith each Running Bills in the prescribed format as mentioned below:

Sr No	Labour Name	PF Code	ESI Code

119. A passenger Lift of Minimum 06 persons capacity should be provided during construction period for Supervision staff of BMC, Architects, Consultants with proper safety arrangements, for which no extra payment will be made to the Contractors.

120. Obtaining permanent power supply, all necessary approvals / permissions / NOC from the service provider/ all competent authority is the sole responsibility of the prime contractor / sub contractor. Also obtaining NOC from PWD/ competent authority for electrical installation, DG sets, High rise, Lift licenses etc. will be responsibility of prime contractor / sub contractor. No extra claims will be entertained in this regard.

~~121. The MOEF Remarks / NOC is not yet received and the same is under process. The scope of the work may change / reduce depending upon the MOEF remarks / NOC. The e-tenderer / bidder shall therefore quote his percentage accordingly, anticipating the change in the scope of work if any, and no extra claim / compensation in this regard will be entertained afterwards.~~

~~122. The Aviation Remarks / NOC regarding height of the subject structure is not yet received and the same is under process. The scope of the work may change / reduce depending upon the Aviation remarks / NOC. The e-tenderer / bidder shall therefore quote his percentage accordingly, anticipating the change in the scope of work if any, and no extra claim / compensation in this regard will be entertained afterwards.~~

123. Brihamumbai Municipal Corporation do not have site available for disposal of Debris / Demolition material / excavated earth. The Contractor shall dispose these materials properly at his own risk & cost. The contractor shall quote the tender keeping these in mind. No separate payment shall be made for disposal of these Debris / Demolition material / excavated earth / material.

124. The contractors will be responsible for Shifting of existing shop dwellers to newly constructed transit sheds, in co-ordination with User dept. i.e. Market dept, who will assist to expedite process of shifting. Actual commencement date of new building will be after 45 days after issue of LOA or after successfully demolition of transit accommodation of Topiwala Market, whichever is later. No extra payment will be given for this activity, which Bidder shall note.

125. A. LIST OF APPROVED BUILDING MATERIALS

Only ISI Marked brands will be allowed to be used with the prior written permission of the Engineer, for the individual work. The Contractors should distinctly understand that it will not be their prerogative to insist for using particular make/brand from the following list. The final selection will have to be done with the approval of Engineer.

Note: This list of approved building materials supersedes the earlier list of approved building materials. All the conditions mentioned in the letter of approval shall be scrupulously adhered to by the engineering staff. In case of ISI marked brands, the latest valid BIS endorsement shall be insisted from the manufacturer. The valid list of approved Building Materials at the time of execution of works can be obtained from the Dy.Ch.Eng. (HIC & WPU)'s office.

125. B. LIST OF ASPHALT PLATS REGISTERED WITH BMC -

Contractor shall arrange to bring asphalt mixes from above approved plants registered with BMC, during the execution of the work.

The valid list of approved asphalt plants at the time of execution of works to be obtained from the Dy.City.Engineer (BC) / P & D's office / Road Deptt. of BMC

The Municipal Site Engineer to ensure the validity of registration certificate of asphalt plant and compliance of conditions laid down in the registration certificate issued to the asphalt plant owner before receiving asphalt mixes.

125. C. LIST OF MANUFACTURER OF INTERLOCKING PAVER BLOCKS REGISTERED WITH BMC -

The updated list of approved paver blocks manufacturers at the time of execution of works shall be obtained from the Dy.City.Engineer (BC) / Road Deptt. of BMC

125. D. LIST OF R.M.C. PLANTS REGISTERED WITH BMC -

The contractor shall supply R.M.C. from approved suppliers during execution of the work.

The approved suppliers shall be selected from the list i.e. circulated by office of Dy. Ch E. (Roads)W.S (time to time).

The Municipal Site Engineer to ensure the validity of registration certificate of R.M.C. plant and compliance of conditions laid down in the registration certificate issued to the R.M.C. plant owner before receiving R.M.C. mixes.

125. E. LIST OF THE MANUFACTURERS REGISTERED WITH BMC FOR SUPPLYING PRECAST ITEMS TO THE WORKS OF BMC.

The contractor shall supply precast items from approved suppliers during execution of the work. The approved suppliers shall be selected from the list i.e. circulated by office of Dy. Ch E. (Roads)W.S (time to time).

The Municipal Site Engineer to ensure the validity of registration certificate of precast items plant and compliance of conditions laid down in the registration certificate issued to the precast items owner before receiving precast items.

125. F. LIST OF LABORATORY REGISTERED WITH BMC -

The updated list at the time of execution of works can be obtained from the Dy.Ch.Eng. (BM)'s office.

Note: The tests to be carried out in the above laboratory shall be restricted to maximum 20% per project.

125. G. LIST OF APPROVED ELECTRICAL MATERIALS -

The updated list at the time of execution of works can be obtained from the Ch.Eng. (M&E)'s office.

List of Approved Building Material

List of R.M.C. Plants registered with BMC-

The contractor shall supply R.M.C. from approved suppliers during execution of the work. The approved suppliers shall be selected from the list i.e. circulated by office of Ch E.(Roads) department (time to time).

The Municipal Site Engineer to ensure the validity of registration certificate of R.M.C. plant and compliance of conditions laid down in the registration certificate issued to the R.M.C. plant owner before receiving R.M.C. mixes.

LIST OF THE MANUFACTURERS REGISTERED WITH BMC FOR SUPPLYING PRECAST ITEMS TO THE WORKS OF BMC.

The contractor shall supply precast items from approved suppliers during execution of the work. The approved suppliers shall be selected from the list i.e. circulated by office of Ch E.(Roads) department (time to time).

The Municipal Site Engineer to ensure the validity of registration certificate of precast items plant and compliance of conditions laid down in the registration certificate issued to the precast items owner before receiving precast items.

LABORATORY REGISTERED WITH BMC –

The updated list at the time of execution of works can be obtained from the Dy.Ch.Eng. (SP) P&D's office.

Note: The tests to be carried out in the above laboratory shall be restricted to maximum 20% per project.

SECTION –17

Approved Plans

(separately attached as Volume II)

Note - The drawings provided in tender document are conceptual drawings only. It is for providing guidelines/ requirements of the user. The bidder can design the building based on the requirements of user dept., Municipal Architect and approving authority and after compliance with this further design the Bldg. for the requirement of Net Zero Bldg. Any changes or modifications suggested by all regulatory authorities, User Department, MA Department needs to be incorporated by the bidder with no extra cost and no additional payment / claims will be entertained.

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SECTION – 18

REFERENCE

CIRCULARS

Please note that all the prevailing circulars / policies of BMC till date are applicable to this tender and also binding to the tenderer even if not mentioned herewith.

Some of the Circulars are attached herewith for ready reference.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the DMC CPD,
Central Purchase Department,
566, N.M.Joshi Marg, Byculla, Mumbai-400 011.

No. DyChE/ CPD/ 2025 /dt. 01/09/2021

CIRULAR

Sub: Formation of Grievance Redressal Committee (GRC)
to address grievances from bidders.
Ref.: MGC/F/4961 dated 09/08/2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders;

Grievance Redressal Committee (GRC)

1. If a Bidder is not satisfied with the decision of responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.
2. D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.
3. The Committee for hearing grievances and passing orders will be constituted as follows:

(a) The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).

(b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.

For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC(CPD).

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In tabular format:

Tender Inviting Department	Work belonging Department
DMC(CPD) or DMC /Director / Jt.M.C. of concerned Department.	Concerned DMC / Director/ Jt.M.C.

4. In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.
5. The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
6. If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.


Sd/- 27.07.2021
Dy ChE (Civil) CPD

sd/- 27.07.2021
D.M.C. (C.P.D.)

Sd/- 30.07.2021
A.M.C. (WS)

sd/- 06.08.2021
Hon,ble M. C.

The above circular approved by Hon,ble MC is submitted for necessary
tion please.


Dy ChE (CPD) Civil

बृहन्मुंबई महानगरपालिका

परिपत्रक

क्र.प्र.ले./वित्त/प्रकल्प/२० दिनांक: १०.१०.२०१७

विषय: जीएसटी अंमलबजावणीनंतर महानगरपालिकेतील कंत्राटांत होणाऱ्या बदलाबाबत.

- संदर्भ: १) शासन परिपत्रक क्र.जीएसटी-१०१७/प्र.क्र.८१/कराधान-१ दिनांक १९ ऑगस्ट, २०१७
२) प्र.ले./वित्त/प्रकल्प/शहर/१६ दिनांक ३१.०८.२०१७
३) प्र.ले./वित्त/प्रकल्प/शहर/१७ दिनांक ०६.०९.२०१७
४) शासन परिपत्रक क्र.जीएसटी-१०१७/प्र.क्र.१५५/कराधान-१ दिनांक ११ सप्टेंबर, २०१७
५) प्र.ले./वित्त/प्रकल्प/शहर/१९ दिनांक १५.०९.२०१७

जीएसटीच्या अंमलबजावणीच्या अनुषंगाने, उपरोक्त संदर्भिय परिपत्रकांन्वये मार्गदर्शक सूचना दिलेल्या असून त्यामध्ये अंशतः सुधारणा / काही नविन सुचना खालील प्रमाणे देण्यात येत आहेत.

१) **प्रगतीपथावरिल कामे-** उपरोक्त संदर्भ क्र.२ स्थित परिपत्रकामध्ये कंत्राटदारांच्या देयकांतून जीएसटीच्या अनुषंगाने १० टक्के रक्कम अनामत ठेवण्याचे सूचित केले आहे. त्याऐवजी आता ५ टक्के रक्कम अनामत खाती (GL Code.340100122) ठेवण्यात यावी.

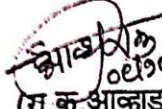
कंत्राटदाराकडून सनदी लेखापालाचे प्रमाणपत्र जोपर्यंत सादर केले जात नाही तोपर्यंत कंत्राटदाराच्या देयकातून ५ टक्के रक्कम अनामत खाती रोखून ठेवावी. तत्पूर्वी, कंत्राटदार सनदी लेखापालाचे प्रमाणपत्र सादर करण्यास सहमत आहे याबाबतचे तसेच ५ टक्के रक्कम रोखून ठेवण्यास कंत्राटदाराची हरकत नाही याबाबतचेही कंत्राटदाराकडून संमतीपत्र घेण्यात यावे. कंत्राटदाराने सनदी लेखापालाचे प्रमाणपत्र सादर केल्यानंतर, GST-Anti Profiteering Measure च्या अनुषंगाने महापालिकेस येणे असलेली रक्कम, समायोजित करून जर रक्कम शिल्लक राहत असेल, तर ती अनामत रक्कम कंत्राटदारास परत करावी. तथापि, जर कंत्राटदार सनदी लेखापालाचे प्रमाणपत्र प्रत्येक देयकाच्या वेळी सादर करत असेल, तर त्यानुसार महापालिकेस येणे असलेली रक्कम त्या प्रत्येक देयकांमधून समायोजित करण्यात यावी. अंतिम देयकाचे अधिदान करण्यासाठी कंत्राटदाराकडून सनदी लेखापालाचे प्रमाणपत्र घेणे आवश्यक आहे, केवळ त्यानंतरच कंत्राटदाराची ५ टक्के अनामत रक्कम, कंत्राट सुरक्षा रक्कम (C.D.), रिटेंशन मनी (R.M.), बँक हमीपत्र (Performance.B.G.) कंत्राटदारास परत करण्याबाबतची विहित कार्यवाही करता येईल.

२) **नविन कामाबाबत:** कंत्राटदाराने कायदेशि मिळाल्यापासून ६ महिन्यांच्या आत सनदी लेखापालाचे प्रमाणपत्र सादर करणे आवश्यक आहे.

कंत्राटदाराकडून सनदी लेखापालाचे प्रमाणपत्र जोपर्यंत सादर केले जात नाही तोपर्यंत कंत्राटदाराच्या देयकातून ५ टक्के रक्कम अनामत खाती रोखून ठेवावी. तत्पूर्वी, कंत्राटदार सनदी लेखापालाचे प्रमाणपत्र सादर करण्यास सहमत आहे याबाबतचे तसेच ५ टक्के रक्कम रोखून ठेवण्यास कंत्राटदाराची हरकत नाही याबाबतचेही कंत्राटदाराकडून संमतीपत्र घेण्यात यावे. कंत्राटदाराने सनदी लेखापालाचे प्रमाणपत्र सादर केल्यानंतर, GST-Anti Profiteering Measure च्या अनुषंगाने महापालिकेस येणे असलेली रक्कम, समायोजित करून जर रक्कम शिल्लक राहत असेल, तर ती अनामत रक्कम कंत्राटदारास परत करावी. तथापि, जर कंत्राटदार सनदी लेखापालाचे प्रमाणपत्र प्रत्येक देयकाच्या वेळी सादर करत असेल, तर त्यानुसार महापालिकेस येणे असलेली रक्कम त्या प्रत्येक देयकांमधून समायोजित करण्यात यावी. अंतिम देयकाचे अधिदान करण्यासाठी कंत्राटदाराकडून सनदी लेखापालाचे प्रमाणपत्र घेणे आवश्यक आहे, केवळ त्यानंतरच कंत्राटदाराची ५ टक्के अनामत रक्कम, कंत्राट सुरक्षा रक्कम (C.D.), रिटेंशन मनी (R.M.), बँक हमीपत्र (Performance.B.G.) कंत्राटदारास परत करण्याबाबतची विहित कार्यवाही करता येईल.

३) **कार्यकारी मंजूरी प्राप्त झालेली कामे:** वरील संदर्भ क्र.२ स्थित परिपत्रकाच्या अनुषंगाने, ज्या निविदा रद्द करून पुन्हा निविदा मागविण्याबाबतचे निदेश देण्यात आलेले आहेत, अशा प्रकरणी जर, सदर कामांना सक्षम प्राधिकाऱ्याची/स्थायी समितीची कार्यकारी मंजूरी प्राप्त झालेली असेल आणि अशा कामांसाठी अद्याप पुनर्निविदा मागविण्यात आलेल्या नाहीत अशा कामांच्या निविदा रद्द न करता, Anti Profiteering Measures च्या अनुषंगाने कंत्राटदाराकडून Annexure – A प्रमाणे प्रतिज्ञापत्र (Irrevocable Undertaking) घ्यावे. तसेच कंत्राटदार सनदी लेखापालाचे प्रमाणपत्र सादर करण्यास सहमत आहे असे संमतीपत्र घेण्यात यावे. त्याचप्रमाणे सनदी लेखापालाचे प्रमाणपत्र आणि ५ टक्के अनामत रक्कम, अंतिम देयक आणि कंत्राटदाराच्या इतर अनामत ठेवी व बँक हमीपत्रे परत करण्याबाबत उपरोक्त अनु. क्र.२ प्रमाणे कार्यवाही करावी. त्याचप्रमाणे, संदर्भिय क्र.५ स्थित परिपत्रकातील अनु. क्र.३-अ(अ ते इ) प्रमाणेही कार्यवाही करावी.

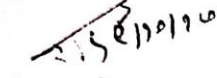
उपरोक्त सुचनां खेरीज महापालिकेच्या संदर्भिय परिपत्रकांतील अन्य सूचना कायम असुन
सुचनांची तसेच उपरोक्त सुचनांची काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खातेप्रमुख
/सहाय्यक आयुक्त /रुग्णालय अधिष्ठाता / वैद्यकिय अधिक्षक / उपप्रमुख लेखापाल/ लेखा
अधिकारी यांनी दक्षता घ्यावी.


(स.क.आव्हाड)

प्रमुख लेखापाल(पा.पु.म. निः)

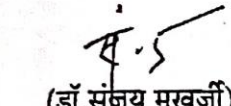

(प्रदिप पडवळ)

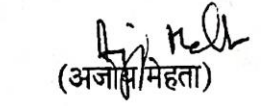
प्रमुख लेखापाल(वित्त) प्र.


(राम धस)

उपायुक्त (म.ख.खा.)

[(सुधीर नाईक)
उपायुक्त (सामान्य प्रशासन)]


(डॉ.संजय मुखर्जी)
अतिरिक्त आयुक्त (प्रकल्प)


(अजीत/मेहता)
महानगरपालिका आयुक्त

Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM3957/Op. dt. 10/9/2018

CIRCULAR

28-9-2018

Subject: Implementation of the Construction and Demolition Waste Management Rules, 2016

Reference: i) Hon'ble Supreme Court's order in the Special Leave Petition (civil) No: D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval w/no. MGC/F/7076 dtd. 30.08.2018

The Construction and Demolition Waste Management Rules, 2016 is applicable to 'every waste resulting from construction, re-modeling, repair and demolition of any civil structure of individual or organisation or authority who generates construction and demolition waste such as building materials, debris, rubble'.

Hon'ble Supreme Court vide order dated 15/03/2018, has directed to dispose of construction and demolition waste material by following due procedure in accordance with the provisions of the Construction and Demolition Waste Management Rules, 2016''.

In order to put curb on the un-authorisedly dumped waste, it is essential to control it by asking ward Maintenance department or any MCGM department to issue work-permission only after assessing the total estimated quantity of C&D waste likely to be generated out of the repairs / construction / trenching work or any such civil works, and asking them to make payment in advance or in stages of waste generation for the 'Debris on Call' system or transport C&D waste to designated unloading site.

Following standard operating procedure is proposed to be adopted:

- 1) MCGM department like A. E. (Maintenance), A. E. (B&F), H.E., S.O., S.P., M.S.D.P., W.S.P., S.W.D., S.W.M., C.E., B.C., B.M., Roads, Bridges, etc. carrying out civil work / repairs works etc. shall put condition in the tender / quotation / work order to dispose of C&D waste generated either by (i) 'Debris on Call' scheme if generation of C&D waste is less than 300MT for entire project or (ii) contractor shall transport to designated unloading site approved by MCGM S.W.M. department by following due procedure if C&D waste is more than 300MT for entire project.
- 2) The estimated quantity of the C&D waste generated shall be certified by A.E. (Maintenance) Ward or the concerned department.
- 3) If quantity of C&D waste is less than 300MT, A. E. (S.W.M.) Ward will issue Challan for making payment as per 'Debris on call' scheme on approval from Zonal Ex. Eng. (S.W.M.).
- 4) If quantity of C&D waste is more than 300MT, the contractor / agency will submit C&D waste management plan complete with requisite documents to Zonal Ex. Eng. (S.W.M.). On approval, the contractor / citizen / agency carrying out the civil works will be allowed to transport the C&D waste material to the designated unloading site.
- 5) The contractor / citizen / agency carrying out the civil works shall maintain & submit the appropriate record like date, quantity of C&D waste transported, vehicle No., Challan of Receipt of C&D waste from unloading site etc.
- 6) The whole system of issuing NOC for C&D waste transportation and payment will be made ONLINE and for this M/S. Softtech will be asked to develop appropriate software on the basis of existing norms being done for auto-DCR portal.
- 7) The proposals will be processed manually till the complete system fully operational online.
- 8) All the contractors / agencies using designated unloading site must maintain proper record of the C&D waste generated and transported along with date and vehicles through which C&D is transported & the copies of Challans from unloading site for having unloaded the C&D waste and submit the same to A.E. (S.W.M.) ward through concerned department.

Sd/-07/08/2018
Ch. Eng. (S.W.M.)

Sd/-07/08/2018
D.M.C. (S.W.M.)

Sd/-10/08/2018
A.M.C.(E.S.)

Sd/-29/08/2018
Municipal Commissioner

Ch Eng (S.P) submitted, please.

Dy. Ch. Eng. (S.W.M.)

D:\Online C&D Details\Unauthorised C&D waste.docx

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक .०९.१.२०२१

विषय:- बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडावयाच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटीबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करून ज्या ज्या कंत्राटदारांनी वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली आहे, अशा सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेचा ऑनलाईन भरणा करणे आवश्यक नसेल.
२. कंत्राट रकमेनुसार सक्षम प्राधिकार्यांची मंजूरी प्राप्त झाल्यानंतर प्रथम लघुत्तम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पध्दतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड ड्राफ्ट स्वरूपात महानगरपालिकेचा नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.
३. जर प्रथम लघुत्तम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसांमध्ये अतिरिक्त सुरक्षा अनामत रक्कम जमा केली नाही तर सादर कंपनीने भरणा केलेली संपूर्ण इसारा अनामत रक्कम (EMD) जप्त केली जाईल तसेच कंपनीला दोन वर्षांसाठी डीबार (Debar) करण्यात येईल, त्याचप्रमाणे त्या कंपनीचे संचालक/

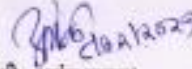
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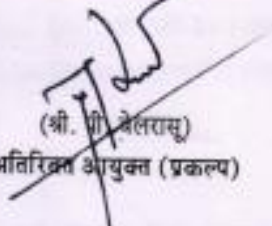
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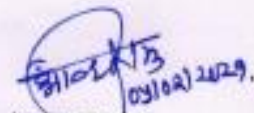
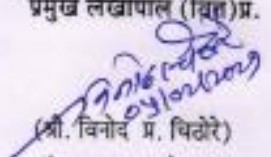
पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षांकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.


चापुखील कामाकरिताच्या मसुदांनिविदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भूत करण्यात यावी.


उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकीय अधीक्षक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.


(श्री. अनंत कादम)
उपायुक्त — (पायाभूत सुविधा)


(श्री. पी. बेलकार)
अतिरिक्त आयुक्त (प्रकल्प)


(रा. क. आहिर)
प्रमुख लेखापाल (विह) प्र.

(श्री. विनोद प्र. पिलारे)
संचालक (अ.से.व.प्र)


(श्री. इ. डी. चहल)
महानगरपालिका आयुक्त


2/10/2024

बृहन्मुंबई महानगरपालिका

परिपत्रक
२०२०-२१

क्र. प्रले/वित्त/प्रकल्प/४९ दिनांक : ०६.०२.२०२१

विषय: बृहन्मुंबई महानगरपालिकेची कामे करणाऱ्या कंत्राटदारांकडून कोव्हिड-१९ च्या अनुषंगाने Performance Guarantee न घेण्याबाबत.

- संदर्भ: १. महाराष्ट्र शासन परिपत्रक क्र. संकीर्ण १०२०/प्र.क्र/१००/२०२०-व्यम-१२ दिनांक २९ जून, २०२०.
२. परिपत्रक क्र. उपप्रले/व्यम/०६ दिनांक १०.०६.२०२०
३. परिपत्रक क्र. प्रले(वित्त)/प्रकल्प/२० दिनांक २०.०६.२०२०
४. परिपत्रक क्र. प्रले(वित्त)/प्रकल्प/२१ दिनांक ०७.०९.२०२०
५. परिपत्रक क्र. प्रले(वित्त)/प्रकल्प/३६ दिनांक ०७.१२.२०२०

कोरोना साथीच्या प्रदुर्भावामुळे महानगरपालिकेचे काम करणाऱ्या कंत्राटदारांना चालू कंत्राटमध्ये सोसाव्या लागत असलेल्या विविध अडचणींबाबत उपाययोजना व सहाय्य करण्याबाबत केंद्र सरकार व राज्य सरकारच्या धर्तीवर उपरोक्त परिपत्रके निर्गमित करून विविध उपाययोजना व सहाय्य देण्यात आलेले आहे.

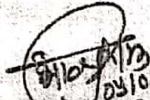
उपरोक्त संदर्भ क्र.३ परिपत्रकानुषंगे दि.२५.०३.२०२० पूर्वी चालू झालेल्या/मंजूर झालेल्या/निविदा प्राप्त झालेल्या/निविदा मागविलेल्या सर्व कामांसाठी प्राप्त केलेले/करावयाचे कार्यान्तुल्य हमीपत्र (Performance Guarantee) संबंधीत कंत्राटदारास परत करण्यात यावे किंवा नव्याने घेण्यात येऊ नये असे निदेश दिले आहेत. त्याचप्रमाणे संदर्भ क्र.५ दि.०७.१२.२०२० रोजीच्या परिपत्रकानुषंगे नव्याने मागविल्यात येणाऱ्या निविदांमध्ये कार्यान्तुल्य हमीपत्र (Performance Guarantee) कंत्राटदाराकडून घेण्यात येऊ नये असे निदेश दिले आहेत.

तथापी, दिनांक २५.०३.२०२० ते ०७.१२.२०२० ह्या कालावधीत म्हणजेच कोरोना साथीचा जोर असलेल्या कालावधीत महानगरपालिकेची कामे करण्यासाठी पुढे आलेल्या कंत्राटदारांना उक्त कोणतीही सवलत दिली गेलेली नाही. अशा कंत्राटदारांकडूनही उक्त संबंधीसाठी मागणी होत आहे. कोरोना साथीच्या अनुषंगाने केंद्र शासनाने लागू केलेल्या टाळेबंदी पन्नातच्या खडतर कालावधीतही महानगरपालिकेची कामे करण्यासाठी पुढे आल्याची बाब विचारात घेता, खालील प्रमाणे सवलत देण्यात येत आहे.

दिनांक २५.०३.२०२० ते ०७.१२.२०२० ह्या कालावधीत चालू झालेल्या/मंजूर झालेल्या/निविदा प्राप्त झालेल्या/निविदा मागविलेल्या सर्व कामांसाठी प्राप्त केलेले/करावयाचे कार्यान्तुल्य हमीपत्र (Performance Guarantee) संबंधीत कंत्राटदारास परत करण्यात यावे किंवा नव्याने घेण्यात येऊ नये. परंतु, सदर अशा कामासाठी स्विकृतीपत्र (Letter of Acceptance) प्राप्त झाल्याच्या दिनांकपासून ३० दिवसात २ टक्के कंत्राट अनामत रक्कम म्हणून सदर कामाचा देम द्यावित कालावधी पूर्ण होईपर्यंत देम असलेले बँक हमीपत्र प्राप्त केलेले असणे/करणे आवश्यक असेल. तसेच निविदा अटीनुसार काम पूर्ण

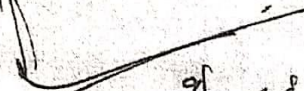
झाल्यानंतर ५० टक्के रिटेंशन मनीचे अधिदान केल्यानंतर उर्वरित ५० टक्के रिटेंशन मनी परत करताना सदर कामाचा दोष दायित्व कालावधी पूर्ण होईपर्यंत हमी म्हणून संबंधित कंत्राटदाराकडून दोष दायित्व कालावधी संपेपर्यंत वेध असणारे बँक हनीपत्र घेणे आवश्यक असेल.

सर्व संबंधित अधिकाता/सहाय्यक आयुक्त/खातेमुख यांनी उपरोक्त निर्देशांचे अंमलबजावणी काटेकोरपणे करावी.


04/02/2021
मुख्य लेखापाल (वित्त)


अतिरिक्त आयुक्त (प्रकल्प)

महानगरपालिका आयुक्त


१/२२



BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR
2020-21

No.CA(F)/Project/ 32 of 26.10.2020

Sub : Bid Security or EMD

Ref : No.MDD/7878 of 27.09.2016

The MCGM's tender conditions have been amended and Standard Bid Document has been circulated vide No.MDD/7878 of 27.09.2016.

The condition of refund of Bid Security or EMD incorporated in SBD, is as follows :-

- (i) The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (ii) The Bid Security/EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.

In recent past, due to COVID-19 pandemic, various benefits and relief are given to contractor for ease of doing business and to maintain their cash flow. Further, the Statutory Committee meetings are not held in this pandemic situation. Hence, the condition of refund of Bid Security/EMD and ASD is reviewed and revised condition for all invited tenders wherein Statutory Committee's sanction has not been accorded and forthcoming e-tenders –

- (a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (b) 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.

(c) 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 above revised directives shall come into effect immediately on issuance of this circular.

All Chief Engineers/Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/-13.10.2020
C.A.(W.S.S.D.)

Sd/-13.10.2020
D.M.C.(Infra)

Sd/-16.10.2020
A.M.C.(P)

Sd/-13.10.2020
D.M.C.(E)

Sd/-13.10.2020
C.A.(Finance)i.c

Sd/-13.10.2020
Dir.(ES&P)

Sd/-23.10.2020
Municipal Commissioner

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

No.CA (F)/Project/31 Dt. 26/10/2020.

Subject: - Revised Policy for Governing Extra-excess-saving

Ref:- 1. Circular No.CA/FRD/1/57 dt.13.03.2013.

2. Circular No. Dir/E.S.&P./324 dt.15.07.2015.

At present the extra/excess/saving proposals are dealt as per Decision Rules framed under circular No.CA/FRD/1/57 of 13.03.2013 &Dir/E.S.&P./324 dt.15.07.2015.

Hon'ble M.C. has directed to review the existing Decision Rules and amend it suitably. Accordingly, in view to exercising effective control over the extra/excess and speedy process of such proposal during execution of the work, the powers of approval of extra/excess /saving and Fair items are reviewed and delegated according to the attached modified statement-"A". Except this, other conditions of Circular No. DIR./E.S.&P./324 dt.15.07.2015 shall remain unchanged and will be applicable as it is.

The "Decision Rules" framed and circulated apropos circular No.CA/FRD/1/57 of 13.03.2013 and Dir/ES&P/324 of 15.07.2015 shall remain applicable for those extra/excess works which were executed before issuance of these amended rules/directives by obtaining prior administrative approval of competent authority, as the case may be.

The revised policy for governing Extra/Excess and Fair items will come into effect immediately from the issuance of this circular.

All Chief Engineers/ Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/- 13.10.2020

C. A. (WSSD)

Sd/- 13.10.2020

C. A. (Finance)i.c.

Sd/- 13.10.2020

D.M.C. (Infra)

Sd/- 13.10.2020

D.M.C.(E.)

Sd/- 14.10.2020

D.M.C.(S.E.)

Sd/- 13.10.2020

Dir.(E.S.&P.)

Sd/- 16.10.2020

A.M.C. (Project)

Sd/- 23.10.2020

Municipal Commissioner

Statement –A

(i) **Extra/Excess/Saving**

Nature of work	Permissible limit of Extra/Excess/Saving and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
General Work/ Underground works/ Unforeseen works	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.25 Lakh And (ii) Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 5% of the total contract cost, but not exceeding Rs.1 crore	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.1crore And (ii)Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 15 % of the total contract cost, but not exceeding Rs.10 crore	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> above Rs.1Crore And / OR (ii)Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> above 15% of the total contract cost. And / OR <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> exceeding Rs.10 Crores.

Payment Terms:

Excess Items shall be paid as per the rates quoted by the tenderer at the time of tender

Extra Items shall be paid as per the rate prevailing in "Unified Schedule of Rate" of MCGM at the time of tender at rebate quoted by the contractor or at Par in case of premium quoted by the contractor at the time of tender

(ii) Fair Item

Nature of work	Permissible limit of Fair Item and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
For all nature of work	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 2% of the total contract cost, but not exceeds Rs.20 Lakh	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 5 % of the total contract cost, but not exceeds Rs.1 crore (Other than the proposals in the purview of DMC/Jt.MC)	Total <u>Cumulative</u> amount of Fair <u>on all items</u> above 5% of the total contract cost. And / OR <u>Cumulative</u> amount of Fair <u>on all items</u> exceeding Rs.1 Crore.

Payment Terms:

Fair Items shall be got approved by the concerned DMC/Dir(ES&P)/Jt.M.C. The engineer in-charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operation of construction equipment required to execute the item and allowing 15% to cover profits and overhead charges(i.e. including taxes, duties, etc.) On the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rate" of MCGM.

The rates of Fair Items shall be valid for one year only. Moreover, no escalation will be admissible on the fair items till the completion of such works, in which the fair items are executed.

Fair Items shall be paid **at PAR** in case of premium quoted by the contractor, in newly created FAIR ITEM or item not included in prevailing "Unified Schedule of Rate" of MCGM at the time of tender. OR at rebate quoted by the contractor if it is already added in prevailing "Unified Schedule of Rate" of MCGM at the time of tender.

Sd/- 13.10.2020 Sd/- 13.10.2020 Sd/- 13.10.2020 Sd/- 13.10.2020 Sd/-14.10.2020 Sd/-13.10.2020
C. A. (WSSD) C. A. (Finance)l.c. D.M.C.(Infra) D.M.C.(E.) D.M.C.(S.E.) Dir.(E.S.&P.)

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/ 25 दि. 12/०७/२०२२

विषय: महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/शहर/३३ दि.०४.०३.२०१७

२) प्र.ले./वित्त/प्रकल्प/शहर/१२०अे दि.०८.०५.२०१७

३) प्र.ले./वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७

४) प्र.ले./वित्त/प्रकल्प/शहर/२८ दि.१०.११.२०१७

५) Press Release: 47th Meeting of the GST Council, Chandigarh

28th and 29th June, 2022.

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणाऱ्या विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत संदर्भित परिपत्रकान्वये सूचना प्रसृत केल्या आहेत.

वस्तु व सेवाकरांच्या दरात फेरबदल करण्याबाबत शासन विचाराधीन असल्याने महानगरपालिकेतील विविध कामांच्या निविदांबाबत संभाव्य निविदाकार महापालिकेस निवेदन सादर करत आहेत. अतएव, महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.५ अन्वये दिलेल्या वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीमध्ये खालीलप्रमाणे बदल करण्यात येत आहे.

विद्यमान अट	सुधारित अट
<p>“GST 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 BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>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.</p> <p>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.</p>	<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes <u>applicable at the time of bid submission</u>. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>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.</p> <p>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 provisions of the GST Act.</p>

उपरोक्त सुधारीत अट ही ज्या कामांच्या ई-निविदा/निविदा/दरपत्रक दस्तऐवज यामध्ये समाविष्ट केलेली असेल फक्त त्याच कामांकरिता लागू असेल.

अतएव, प्राप्त होणारे देकार प्रचलित वस्तु व सेवा करांच्या दरानुसार प्राप्त होणार असल्याने, सध्या ज्या ई-निविदा/निविदा/दरपत्रक मागविलेल्या आहेत अशा निविदांमध्ये

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BRIHANMUMAI MUNICIPAL CORPORATION

No.Dir/ES&P/3518/II dt. 27.03.2023

Sub:- Approval for changes of conditions in SBD as far as Building Maintenance and HIC department is concerned.
Ref:- ChE/BM/25012/II dtd.16.03.2023

With reference to above, Ch.E(BM +HIC) submitted the fresh proposal for changes in SBD as far as Building Maintenance and HIC department is concerned for approval of Director(E.S.&P.)/Hon.A.M.C.(E.S.)

In this case previously Ch.E(BM+HIC) vide their letter ChE/BM/3545/II dated 3.2.2022 have submitted the proposal for changes in SBD. The proposal was submitted to Hon.A.M.C.(E.S.)/Hon.M.C.'s approval vide this office letter u/No.Dir/ES&P/78/MC dtd.13.07.2022.

It is learnt that Hon.M.C. has forwarded the file for "to study this aspect for all types of tenders and put up uniform policy for all" to Hon.A.M.C.(P) and A.M.C.(P) vide reference u/No.AMC/P/3090 dated 04.08.2022 forwarded file to Chief Accountant (Finance) (Pg.C-51 to C-69). The proposal is still pending with C.A.(Finance) Deptt. and may require more time to process further. This deptt. is pursuing with C.A.(Finance) to prepare uniform policy as instructed by Hon. Municipal Commissioner.

Reference is requested to H.E. Deptt.'s note at Pg.C-37 to C-47 and Hon.A.M.C.(P)'s instruction to "implement these conditions in next tender" (Pg.C-46), wherein H.E. Deptt. has proposed to increase A.S.D. at 2% for the rebate above 12% (Pg.C-39) and release of A.S.D. after completion of 50% financial progress of the work and balance 50% shall be released within 30 days of issue of Certificate of Completion (Pg.C-40). Whereas Roads Deptt. has proposed to recover A.S.D. at 1% for the rebate 12% to 20% and 2% for rebate above 20.01% (Pg.C-29).

In light of the above, it is propose to recover A.S.D. as followed in tenders by H.E. Deptt. i.e. 2% for the rebate above 12% and release the A.S.D. as per condition before Covid-19 i.e. shall be released within 30 days of issue of Certificate of Completion.

In view of the above, sidelined portion marked as 'X' & 'Y' at Pg.N-3/4/5 except 'Z' at Pg.N-4, submitted for approval and also approval is requested to release A.S.D within 30 days of issue of Certificate of Completion.

Submitted for approval please.

(Smt.Ashwini Bhide)
Hon.A.M.C.(E.S.)
Madam,

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Approved
As recommended
by Director (ES&P)

Atul Patil
27.3.23
Director (E.S. & P.)

DirCES&P

Atul Patil
27.3.23

AMC (E.S.)

हनुंबई महानगरपालिका
अतिरिक्त आयुक्त (पूर्व. उप) यांचे कार्यालय
27 MAR 2023
क्र. अति. आ/पूर्व. उप/ 879

29/03/2023

ह.मु.म.न.पा.
(संचालक अति. सेवा व प्रकल्प)
यांचे कार्यालय
N/A
दि. 31 MAR 2023
क्र.संघा/अ.से.व प्र./ 404, दिन