



E – Tender for

“Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.”

Website: mahatenders.mcgm.gov.in

Tender ID No. 2024_MCGM_1123877

Due Date : 19.12.2024 / 16:00 Hrs.

Office of the Ex. Eng. Tr.(City),
2nd Floor, Worli Garage Bldg,
Dr.E.Mozes Road, Worli
Mumbai – 400 018.

BRIHANMUMBAI MUNICIPAL CORPORATION

Dy.Ch.Eng.(SWM) Transport / Ex. Eng.(Tr.)City

Tender ID No. **2024_MCGM_1123877**

Due Date:-**19.12.2024 / 16:00 Hrs.**

E-TENDER NOTICE

Sub: Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.

Tender shall be submitted through internet on e-procurement system of Government of Maharashtra (Mahatenders) (<https://www.mahatenders.gov.in>), i.e., to upload the scanned copies of documents of Packet A, Packet-B & Packet-C in the prescribed Pro-forma required in the e-Tender up to 16:00 Hrs. on or before due date of tender.

INDEX

SECTION	DESCRIPTION
1	E-TENDER NOTICE
2	ELIGIBILITY CRITERIA
3	DISCLAIMER
4	INTRODUCTION
5	E-TENDER ONLINE SUBMISSION PROCESS
6	INSTRUCTIONS TO APPLICANTS
7	SCOPE OF WORK
8	BILL OF QUANTITIES
9	GENERAL CONDITIONS OF CONTRACT
10	FRAUD AND CORRUPT PRACTICES
11	PRE-BID MEETING
12	LIST OF APPROVED BANKS
13	APPENDIX, ANNEXURE, PROFORMA

SECTION 1
E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Dy. Ch.E. (SWM) Transport / Ex. Eng.Tr.(City)

Tender ID No. 2024_MCGM_1123877

E-TENDER NOTICE

Sub: Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.

The Municipal Corporation of Greater Mumbai (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multi disciplinary engineering organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under Indian companies' Act 2013. The contractors registered with the Bombay Municipal Corporation, (BMC) in **appropriate Class as per old registration and Class as per new registration** and from the contractors / firms equivalent and superior classes registered in Central or State Government / Semi Govt. Organization / Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) shall be forfeited / recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). The scrutiny fee of Rs.16,500/- + 18% GST as mentioned in header data shall be paid through challan in BMC's CFCs and follow guidelines as per Circular no. CA/FRG/03 dt 11.05.2023. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Mahatenders Portal (<https://mahatenders.gov.in>)

Name of Work	Contract Period	EMD (Rs.)
Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.	2 Years	8,61,200/-

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.8,61,200/- (Rupees Eight Lakhs Sixty one Thousand Two 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 gate ways 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 e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

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 e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) 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 Ex. Eng. Tr. (City) division .

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 BMC Portal. (<https://portal.mcg.gov.in>) and on the e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

The applicants interested for the above referred works may contact the Executive Engineer Transport(City) at the following address on any working day during office hours.

Office of the
Executive Engineer Transport(City)
Worli Garage Building, Dr. E. Moses Road,
Worli, Mumbai – 400 018.
Ph. No. : 24935688/93

The Authority (BMC) 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 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. 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.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and on the e-procurement system of Government of Maharashtra (Mahatenders) . No corrigendum will be published in the local newspapers. The information regarding above subject matter is available on Website of BMC. (<https://portal.mcgm.gov.in/tenders>) and on the e-procurement system of Government of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).

Sd/-
Ex.Eng. Tr.(City)

HEADER DATA

Tender Document No	2024_MCGM_1123877
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.
Cost of Tender Scrutiny fee	Rs.16,500/- +18% GST
Cost of E-Tender (Estimated Cost)	Not Applicable being Item Rate Tender
Bid Security Deposit/EMD	Rs.8,61,200/-
Date of issue and sale of tender	13.12.2024 from 11:00 Hrs.
Last date & time for sale of tender & Receipt of Bid Security Deposit	19.12.2024 upto 16:00 Hrs.
Submission Deadline of Technical Bid	19.12.2024 upto 16:00 Hrs.
Opening of Technical Bid	20.12.2024 after 16:00 Hrs.
Address for communication	Office of the Ex. Eng. Tr.(City), 2 nd Floor, Worli Garage Bldg, Dr.E.Mozes Road, Worli, Mumbai – 400 018. Tel No.24935688
Venue for opening of bid	Office of the Ex. Eng. Tr.(City)

This tender document is not transferable.

If any Addendum and / or Corrigendum are issued for the subject e-tender, the details of the same will be published / uploaded on the e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). under Tenders > e-Tenders > Tenders. Prospective Bidders are requested to take the note of the same.

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

Sd/-
Ex.Eng. Tr.(City)

SECTION 2

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

The bidders in its name fulfilling the following criteria are eligible to bid for tender.

2.1 Technical Capacity:

The tenderer shall be a natural or legal person who can sue or can be sued in the court of law in Mumbai.

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in BMC/Semi Government/Government & 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.

Three similar completed works each costing not less than amount equal to 20% of estimated cost of subject tender. (Rs.)	Two similar completed works each costing not less than amount equal to 25% of estimated cost of subject tender. (Rs.)	One similar completed works each costing not less than amount equal to 40% of estimated cost of subject tender. (Rs.)
1,72,22,400/-	2,15,28,000/-	3,44,44,800/-

Definition of similar work:

For assessing the technical capacity of the subject tender, similar work shall mean the experience of completed or completed part of on-going works in respect of supply of **“Heavy Goods Transport Vehicle”** on hire.

In case of on-going works to be considered, the bidder must have received payment of 80% of the contract sum for the work/works executed till the last date of the month previous to the one in which bid are invited.

2.2 Financial Capacity:

The Bidder shall have achieved an average annual financial turnover certified by ‘Chartered Accountant’ not less than 30% during last 03 years ending 31st March of 2024 i.e. Rs. 2,58,33,600/-.

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.

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 or financial failures etc.

2.3 Bid Capacity: Deleted

2.4 Joint Venture: Joint Venture is not allowed in this tender.

Sd/-
Ex.Eng. Tr.(City)

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 Municipal Corporation of Greater Mumbai (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.

SECTION 4

INTRODUCTION

INTRODUCTION

4.1 Background:

Brihanmumbai Municipal Corporation provides various refuse and non- refuse vehicular services of essential nature which comprise of Refuse Compactors, Refuse Dumpers, Trucks, Fire Fighters, Breakdown Vehicles, Cesspool Vehicles, Water Tankers, etc. In addition to these services, SWM transport department provide many services for various cleanliness and health drives initiated by State Government, Central Government and various NGOs. Being Local Governing Body, these services are required to be provided uninterruptedly for maintaining public hygiene and sanitation.

4.2 Scope of Work:

The Scope of Work and Technical Specifications are defined in Section 7 in details.

SECTION 5
E-TENDERING ONLINE
SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

IMPORTANT NOTICE TO BIDDERS ON e-TENDERING

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <https://mahatenders.gov.in> Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidder should 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 eProcurement Portal

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 enrolment 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 Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Scrypt/ TCS.

Bidder then logs into the portal giving user id / password chosen during enrolment.

The e-token that is registered should be used by the bidder and should not be misused by others.

DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.

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.

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.

Applicant will upload Packet A documents in cover1 "Fee" and Packet B related Documents in cover2 "PQC" respectively.

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ and quotes his "(+) or (-) Percentage" (i.e.% quoted) figure.

If there are any clarifications, this may be obtained online through the e Procurement 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.

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.

Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

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

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.

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.

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.

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.

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

At the time of freezing the bid, the e-Procurement 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.

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.

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.

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.

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.

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.

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.

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).

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without as signing 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) (<https://mahatenders.gov.in>).

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.

BARRING PHYSICAL SUBMISSIONS

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

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

SECTION 6
INSTRUCTIONS TO
APPLICANTS

Scope of Application

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

Eligibility of Applicants

The Brihanmumbai 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 Bombay Municipal Corporation, (BMC) in **appropriate Class as per old registration and Class as per new registration** and from the contractors / firms equivalent and superior classes registered in Central or State Government / Semi Govt. Organization / Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) shall be forfeited / recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.

The applicant shall also fulfill the eligibility criteria which are defined in **Section 2**.

C. Bid Capacity: Deleted

D. Equipment Capabilities as required for this work

- The successful contractor shall provide Encroachment vehicle services daily to City Division. Hence, it is desirable that successful contractor should have sufficient nos. of Encroachment Vehicles in his command to meet the daily demand of the user department.
- However, the no. of Encroachment Vehicle services may increase or decrease as per the day to day requirement of user department. The contractor shall be equipped with sufficient number of Encroachment Vehicles to meet the demand at any given instant.

The bidder should undertake their own studies of the nature of work and devise a plan and methodology for the executing the said work or as per the instructions of the site in-charge and he shall make his own arrangement of vehicles/ equipment / machinery for the

same. The tenderer shall ensure commitment on an undertaking on Rs.500/- stamp paper to be submitted along with the Bid in Packet B in the prescribed Proforma (VII).

E. Technical Personnel: Deleted

F. Time Period of the Project

The contract period is 2 years from date of start of contract and 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 the Standard General Conditions of Contract.

G. 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 shall 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.

H. 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 documents.

I: Deleted

J: Action when whole 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 there of 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 shall be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work 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.

K. Contract may be rescinded and security deposit forfeited for bribing a public officer or if the 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. Infrastructural set-up:

The tenderer shall have a reasonable and sufficient office space with an independent telephone facility and net connectivity in Mumbai Metropolitan Region (MMR) for communication purpose. If the applicant is having his office address out-side of MMR, then he shall furnish the details of contact person in MMR with his photograph, address, phone, email-id, etc. for communication purpose. After award of contract, office shall be provided in the jurisdiction of MMR as per the tender conditions. In case of any litigation, the jurisdiction shall be restricted to MMR only. To establish proof of office address, the tenderer shall submit the photocopy of one of the documents such as current paid Electricity Bill, Property Tax Bill, Water Tax Bill, valid Shop and Establishment Certificate etc.

M. The contractors shall register themselves under the provisions of prevailing guidelines issued by BMC from time to time.

N. Force Majeure

- 1) Notwithstanding the provisions of above the tenderer shall not be liable for forfeiture of its performance security, liquidated damages or termination or other failure to perform its obligations under the contract in result of an event of Force Majeure.
- 2) For purposes of this clause, 'Force Majeure' means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and such events may include strike, riots, wars or revolutions, fires, floods, epidemics, earthquakes, other natural calamity and quarantine restrictions.
- 3) If a force majeure situation arises, the successful tenderer shall promptly notify the BMC in writing of such condition and the cause thereof. Unless otherwise directed by BMC in writing the successful tenderer shall continue to perform its obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.

Submission of Tenders

PACKET – A

The Packet 'A' shall contain scanned certified copies of the following documents Scrutiny of this packet shall be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'.

- a) **Valid Registration Certificate.** The contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from award of contract, otherwise their Bid Security i.e. E.M.D. (Earnest Money Deposit) shall be forfeited / recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.
- b) **Valid Bank Solvency Certificate** of minimum solvency amount of Rs. 8 lakhs as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E work. The Bank Solvency Certificate shall be prior to twelve months of the due date of the tender.

- c) A document in support of Registration under GST Act 2017. In case Goods and Service Tax is made applicable, the rules, regulations, guidelines, circulars, communications etc. issued in this regard either by Govt. of India, Govt. of Maharashtra or BMC shall be made applicable.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents shall be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- The bidders shall categorically provide their E-mail ID in packet 'A'.

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 shall 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 shall be treated as non-responsive.

PACKET – ‘B’

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

- a) The list of similar type of works as stated in the Eligible Criteria in the role of Prime Contractor or as nominated sub-contractor. Information furnished in the prescribed Proforma (Proforma-I) shall be supported by the certificated duly self-attested.
- b) Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly **audited** balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited (Proforma-II).
- c) **Deleted.**
- d) The bidder shall give undertaking on Rs.500/- stamp paper that it is his/their sole responsibility to arrange the required infrastructure before start of the work (Proforma VII).
- e) 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.
- f) **Deleted.**
- g) The undertaking of Rs.500/- stamp paper as per the ‘Annexure B & C’.

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

- h) The tenderers shall upload work plan as per the following outline:
 - 1. Organizational set up envisaged by the contractors.
 - 2. Site Offices proposed to be set up.

Note:

- i) **Deleted.**
- ii) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1984, 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.200/- stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

iii) 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 of Rs.200/- stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

i) **Details of Litigation History:** The bidder shall disclose the litigation history in Packet 'B' under the head – Details of Litigation History. 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, debarring , banning , suspension , deregistration and cheating with BMC , State Govt., Central Govt. or any authority under state or Central Govt. organization initiated against the company , firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting , debarring , banning suspension , deregistration and cheating with BMC and BMC is the 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 litigation history shall be treated as curable defect.

Note:

- If it is found that the tenderer has not submitted required documents in Packet 'B' then, the shortfalls shall 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 shall be treated as non-responsive.

Packet 'C'

The rates shall be quoted Online in the e Tender.

Note: The rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D.

BID SECURITY OR EMD

- The bidders shall furnish, as part of the Bid, Bid Security /EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- ~~The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers 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 shall be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security / EMD of L-3 and bidder shall be refunded immediately after opening of financial bid but, the EMD submitted by the L-2 bidder shall be returned after obtaining Standing Committee Resolution.
- 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, shall be informed to Registration and Monitoring Cell. Such non-submission of documents shall 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 shall be liable for rejection.

Note:

i) Curable Defect shall mean shortfalls in submission such as:

- a. Non-Submission of following documents,
 - i. Valid Registration Certificate.
 - ii. Valid Bank Solvency
 - iii. Goods and Service Tax Registration Certificate (GST)
 - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
 - v. Partnership Deed and any other documents
 - vi. Undertakings as mentioned in the tender document.
- b. Wrong calculation of Bid Capacity,
- c. No proper submission of experience certificates and other documents, etc.

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.

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 shall be required to extend the validity of this bid security for a period of the extension.

DEFECT LIABILITY PERIOD:

The contractor is expected to carry out the construction / fabrication 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.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit:

The security deposit shall mean and comprise of

1. Contract Deposit.
2. Retention Money: **Deleted**

I. Contract Deposit- The successful tenderer, here after referred to as the contractor shall pay an amount in the form of **BANK GUARANTEE** equal to **five (5)** percent of the contract sum shall be paid within thirty days (30 days) from the date of issue of letter of acceptance.

II. Retention Money: Deleted

B. Additional Security Deposit: Deleted

The Additional Security Deposit shall be applicable when a rebate of more than of 12% at the rate of which no maximum limit. The ASD is calculated as follows:

Additional Security Deposit = $(X/100) \times$ office estimated cost,

Where X = percentage rebate quoted above 12%.

The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid.

C. Performance Guarantee: Deleted

D. Refund of Security Deposit

I. Refund of Contract Deposit:

The Contract Deposit shall be released within 30 days after completion of contract period as per the prevailing guidelines in this regard as subject to

- a) Satisfactory completion of the work.
- b) No recoveries are pending against the said work.
- c) All the observations, queries raised by Vigilance Department, if any, are cleared satisfactorily and certificate to that effect is issued by Vigilance Department.
- d) Provided that there is no demand outstanding in BMC against the Contractor.

II. Refund of Retention Money: Deleted

III. Refund of Additional Security Deposit: Deleted

The additional security deposit shall be released within 30 days of issues 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 the payment to the contractor.

III. Refund of Performance Guarantee: Deleted

- a) It shall be clearly mentioned that the Bank Guarantee 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 Bank Guarantee "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 Bank 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 + Stationery Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges with applicable GST as per Circular no. 26206 dtd. 31.08.2023. or the latest circular in vogue.

अनु क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार दि.01.09.2023 पासून दि. 31.03.2024
1	रु. 50,000/-	निरंक
2	रु. 50,000/- ते रु. 1,00,00,000/-	कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासोक्ष) अधिक 18 % दराने वस्तू व सेवाकर (किमान रु.1,000/- अधिक वस्तू व सेवाकर आणि कमाल रु.10,000/- अधिक वस्तू व सेवाकर)
3	रु. 1,00,00,001/- ते रु. 10,00,00,000/-	रु.1,00,00,000/-पर्यंतच्या कंत्राट किंमतीसाठी रु.10,000/- अधिक रु. 1,00,00,000/- पेक्षा जास्त रक्कमेवर 0.05% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18 % दराने वस्तू व सेवाकर
4	रु. 10,00,00,000/- ते पुढील कंत्राट किंमतीसाठी	रु.10,00,00,000/-पर्यंतच्या कंत्राट किंमतीसाठी रु.55,000/- अधिक रु. 10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18 % दराने वस्तू व सेवाकर

F. Stamp Duty: (As per applicable circular)

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

- i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, 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:

a	Where the amount or value set forth in such contract does not exceed rupees ten lack.	Five Hundred rupees stamp duty
b	Where it exceeds rupees ten lacks	Five hundred rupees plus 0.1% above Rs. Ten Lacks subject to maximum of Rs. Twenty Five Lacks Stamp Duty.
c	Stamp duty on Bank Guarantee Amount	0.5% of the Bank Guarantee amount

- ii. The successful bidder shall enter into a contract agreement with BMC 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.

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

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

- G:** The Successful tenderer will have to submit Irrevocable Undertaking in respect of GST in the prescribed format attached at Annexure-H.

The contract period is 24 months from the placement of work order.

1. Required Quantity: -

a) Encroachment Vehicles :-

No. of Shifts : 40 vehicles X 312 shifts X 2 Years = 24,960 Shifts.

- 1) The quantity of the vehicles specified is approximate and may vary from time to time for which the contractor shall not have any claim whatsoever. The vehicles will be called as per day to day requirement & in no case there will be a compulsion to hire the vehicle every day. The user deptt. shall call the vehicles suitable for the work, depending upon the requirement.
- 2) It is the total responsibility of the tenderer to fulfill all the requirements of

tender as well as R.T.O authorities during contract period. The Successful tenderer shall comply with all the statutory Government requirements applicable in respect of the said work.

- 3) The successful tenderer shall agree to a variation of 50 % (on either side) in quantity of vehicle services depending upon the requirement and will have to supply the same with the same rates, terms & condition.
- 4) The tenderers are requested to quote online for supply of vehicles on hire. No payment towards extra kilo meters will be admissible & payable. However, in case of detention of the vehicles beyond 12 hours shift by the user deptt. for carrying out encroachment removal actions etc., the charges for extra hours beyond 12 hours at the rate of Rs.140/- per hour shall be payable. However in such instances Sr. Inspector (Licence) shall specify remarks justifying the requirement for detention vehicle beyond 12 hours shift.
- 5) The user deptt. shall indent the vehicles as per requirement. The tenderer will have to produce copy of R.C. Book/ T.C./ Fitness Certificate/ PUC & other documents of the vehicle being supplied by them during the currency of contract or as & when asked by BMC staff for verification.
- 6) In case of any dispute, Municipal Commissioner's decision shall be final & binding on the tenderers.
- 7) The vehicles will have to be supplied anywhere in the BMC limit i.e from Colaba to Dahisar & Colaba to Mulund, as & when directed by the user deptt.
- 8) BMC may indent less vehicles from the successful tenderer on some of the days. The contractor shall have no claim whatsoever if indenting is less.
- 9) The rate quoted shall include all operational & maintenance charges of the vehicle supplied like petrol / diesel, drivers pay, their wages with all allowances & breakdown repair-maintenance, toll charges (including Worli Sea Link), parking charges etc. no allowances for drivers or other incidental expenses shall be paid separately.
- 10) The contractor shall be able to show the vehicles to the staff of the Corporation whenever asked for at the time of finalisation of the tender as well as during the currency of contract.
- 11) The vehicles should be properly checked before dispatch to the user. In case of complaint from the user or poor condition of the vehicle, the contract will be terminated & the contractor will have no claim whatsoever against the Corporation.
- 12) The contractor shall have telephone / mobile phone, e-mail facilities for proper co- ordination and prompt communication.
- 13) The contractor shall be able to supply the additional vehicles on previous day's intimation before 5.00 p.m.
- 14) A log sheet in prescribed format in triplicate shall be maintained along with the vehicle. The signature of the responsible person at the end of journey shall be obtained by the driver. Filling the log sheet correctly & completely is the responsibility of the successful tenderer.

- 15) In case of accident, BMC shall not have any liability whatsoever and all claims shall have to be settled by successful tenderer only.
- 16) The staff deputed on the vehicle shall follow the instructions of user department i.e. to whom the vehicle is allotted.
- 17) As per prevailing rules TDS will be deducted at source towards Income tax from all the bills submitted to the department. The TDS certificate shall be given by Chief Accountants Office at Municipal Head Office.
- 18) The drivers provided on the vehicles shall be neat & well mannered. They should have knowledge of roads in Mumbai.
- 19) The departmental staff shall have right to inspect or check any vehicle at anytime at any place during contract period and necessary action shall be taken for non-compliance of any tender terms & other conditions.
- 20) The tenderer shall submit all the proforma and Annexures duly filled in & completely signed & stamped.
- 21) The tenderers shall register themselves (Registration of vendor) with BMC on payment of usual registration charges.
- 22) It is mandatory for supplier to open a bank account in the Bank for easy & quick payment. All payments shall be made only on this bank account through Electronic Clearing System / RTGS / NEFT.
- 23) The vehicles shall be utilised for Encroachment Removal Action by the user deptt., as per their requirement.
- 24) The vehicles shall be in perfect good working condition.
- 25) The vehicles should be in good condition having valid fitness as per RTO norms so as to have service reliability. If any complaint is received from the user, the department is at liberty to terminate the contract & hire the vehicle from the other contractor / adjacent area contractor. In such cases, the first contractor will not have any claim against the corporation.
- 26) Vehicle Requirement: - Vehicles to be utilized should be road worthy, R.T.O. approved and following pollution norms.
- 27) In the event of breakdown of the vehicles, the contractor shall take immediate steps to put back the vehicle in working condition or an alternative arrangement shall be made promptly.
- 28) The contractor shall prevent his staff from committing any nuisance at the working site.
- 29) The vehicles engaged for work shall execute the work as per the directions of the supervisory staff of BMC
- 30) The vehicles shall not be parked or piled on roads within the working site.
- 31) Indent for vehicles & work programme will be given by the concerned Asstt. Commissioner or the concerned wards staff.
- 32) **Shift** :- 12 hours shift

- 33) **Shift timings** :- Shift timings as per requirement of the concerned wards.
- 34) **Reporting places** :- Concerned wards or as directed by the License department or Assistant Commissioners of the respective wards.
- 35) **Work sites** :- Various wards of the respective Division .
- 36) **User deptt.** : Asstt. Commissioner of the respective wards or License department.
- 37) **Requirement of Driver**:- Successful tenderer shall provide the driver having valid driving licence on the vehicle. They will have to follow all the RTO rules & regulations including the statutory requirements notified by the Government from time to time.
- 38) Operation & Maintenance & provision of diesel, oil etc.** :- To be done by the successful tenderer.
- 39)** The recommended tenderer shall print the adequate number of logsheet books having each copy in triplicate as per the requirement.
- 40) The logsheet shall be duly filled and shall be got signed only by the user. The logsheets, duly endorsed shall be submitted alongwith the bill.
- 41) **Escalation**:- No escalation in the quoted prices will be allowed.
- 42) **Delays in the Contractor's Performance** :-
- a) Delivery of the Goods and performance of Services shall be made by the contractor in accordance with the time schedule as specified by the Purchaser.
 - b) An unexcused delay by the contractor in the performance of services/ delivery obligations shall render the contractor liable to any or all of the following Actions: "Forfeiture of its Performance Security / Contract Deposit, imposition of liquidated damages, and or termination of the Contract for default".
- 43) The department reserves the right to distribute the quantity between different tenderers for the administrative convenience and after observing the capacity of the tenderer. The tenderer shall not take any objection for the same.
- 44) The cost indicated in the schedule of quantity shall include all operational & maintenance costs and all incidental expenses.
- 45) The rates quoted by the tenderer shall be as per the schedule of the quantities & rates.
- 46) The tenderer shall be able to show the vehicle to the officers of the Corporation whenever asked for.
- 47) The Municipal Commissioner reserves the right to terminate the contract after giving prior notice & without assigning any reason whatsoever.
- 48) The telephone No. & Names of responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices & residences of the concern personnel.
- 49) The contractor shall be able to supply the additional vehicles, if the contractor is informed in this regards.
- 50) The work order will be placed by the office of Executive Engineer (Transport) & bills shall be submitted to the office placing work order along with log sheet,

vehicle utilization statements etc .

- 51) Contract Period :- Two Years .
- 52) Contingency services: + / - 50% as per demand.
- 53) The contractor shall make their own arrangement for the security & safety of their vehicles, manpower & belongings during the contract period at their own cost.
- 54) The cost of salary and allied expenses of the contractor's staff such as driver, or any other person by any designation, posted on the vehicle by the contractor as also cost of fuel, tools, spares, maintenance, taxes, insurance, toll etc shall be borne by the contractor.
- 55) Among other conditions tenderer shall first read all the tender documents including conditions of contract.
- 56) It shall be the responsibility of the supplier to ensure that his employees provided on the vehicles are covered under all relevant labour laws & Employment laws applicable to them.
- 57) The rate worked out by the department is based on price of diesel etc. However, tenderer has to quote his rate, by applying his own judgment. The rates so offered shall be firm for entire contract period and no variation on any account would be permissible throughout the contract period.
- 58) Conditions mentioned in these tender documents in respect of taxes shall be applicable, which every tenderer shall note.
- 59) The contractor shall supply full number of vehicles indented for the day. Contractor's representative shall collect the indent from the indenting office.
- 60) The contractor shall ensure that liabilities towards all taxes or any other dues including any instalment towards loan etc. against any vehicle supplied to the BMC are cleared and any outstanding payment there against shall be the liability of the contractor.
- 61) If any damage is caused to any of the Municipal properties, including the material loaded in the vehicle, due to negligence on the part of the driver or any other staff member of the supplier, it shall be the liability of the supplier to compensate the BMC. The damage so caused shall be assessed by the officials of the BMC and such decision shall be final and binding on the supplier.
- 62) The contractor shall have telephone / mobile phone, e-mail facilities for proper co- ordination and prompt communication.
- 63) It shall be the responsibility of the contractor to protect his staff posted on the vehicle when on Municipal duty.
- 64) Contractor's staff posted on the vehicle shall obey the instructions of the concerned Municipal staff. The contractor shall also advise his staff not to commit any nuisance at the working sites.
- 65) The contractor shall comply with the Municipal requirements and abide by the conditions of any Act, Rules, directives of the Government notified from time to time as well as PUC requirements, or any other conditions applicable in respect of each vehicle.
- 66) The contractor shall note that for non-compliance of any condition, indent, order, directives etc penalty at the prescribed rate will be levied. He shall therefore, note the various contingencies listed out under the head "Penalty" and avoid them so as not to fall within the net of penalty.
- 67) As long as the vehicle is on Municipal duty, a board indicating '**On Municipal Duty**' should be displayed at conspicuous space of front side of the Vehicle.
- 68) Cost of any damages, injury or death caused by the contractor's Vehicle or any claim arising out of it shall have to be settled by the contractor and the Corporation shall have no liability whatsoever arising out of any such contingency.
- 69) Contractor shall note that except during the period for which vehicle is hired/engaged, parking for such vehicle shall not be allowed within the premises/work site of the BMC. During parking within the BMC premises such vehicles will be subject to security measures adopted by the BMC.

- 70) The contractors shall comply with the requirements of Minimum Wages Act., Contract Labour Act, Workmen's Compensation Act, Child Labour Act, Provident Fund Act or any other enactment of the State or Central Government applicable to the employees engaged by him on the vehicle supplied to BMC.
- 71) If it is found that any vehicle has met in an accident or is likely to cause any accident due to its non-road worthiness or due to any mal-functioning such vehicle shall be debarred for use on Municipal duty permanently.
- 72) If it is noticed that the driver appointed on any specific vehicle is negligent in driving or is driving the vehicle rough, which may cause an accident, such driver shall not be appointed on any vehicle supplied to BMC.
- 73) The contractor shall have to supply the vehicles as indented irrespective of Sunday or holiday and unhindered throughout the contract period, as per BMC requirement.
- 74) Vehicles shall be sent to work in perfect working order and with adequate supply of fuel, oil etc.
- 75) The contractor, in addition to the requirement of vehicles for the ward/department/Zone/Division for which his contract is accepted, will have to supply vehicles in the adjoining wards/departments/Zones/Division, as and when required, either at the rate quoted by him or that by defaulting contractor for his Division, whichever is higher.
- 76) A log sheet in the prescribed format, to be formulated considering all the requirements, shall be maintained for each vehicle. At the beginning of the work for the day the officer in charge of the operation shall sign all the copies of the log sheet. The copy of the log sheet shall be maintained by contractor and shall be submitted alongwith vehicle utilization statement while submitting the bill.
- 77) In special case, if any vehicle at any specific timing is required , successful tenderer has to supply the vehicle accordingly.
- 78) In the event of breakdown of any Vehicle, the contractor shall take immediate steps to put back the vehicle in working condition. In case it is not possible to repair and put the vehicle in operation, the contractor shall replace the Vehicle and put it into operation within 2 hours. In any case, contractor shall ensure and make necessary arrangements as directed.
- 79) If the Vehicles are indented but not utilized for some or other reasons, no payment shall be payable to the contractor. In case of breakdown of vehicles the contractor shall make alternate arrangement by deploying standby vehicles. In case no alternate arrangement is made and the program given to the said vehicle cannot be completed or attended, the Contractor shall be penalized as per relevant clause of schedule of penalty.
 - a) The vehicles shall have valid Pollution Under Control certificate (P.U.C.) at all times and copies of the same shall be provided to the Executive Engineer Transport (City) ,kept with the driver. The vehicles shall have valid Fitness Certificate issued by R.T.O. and 3rd party insurance cover at all times & copies of the same shall be provided to Executive Engineer Transport (City) respective ward / Executive Engineer Transport (City).
 - b) If it is found that any vehicle has made an accident or is liable to make an accident due to vehicle not being road worthy or due to mal-operation by the contractor's driver or by rash driving or by contractors staff such vehicles shall be debarred for use till the condition of the vehicle/s is restored to normal condition anywhere in any of the Wards and it will be contractors responsibility to make up the quota immediately.

- c) The payment towards toll tax will be the contractor's responsibility and BMC will not bear any cost on this count. They have to consider the toll tax payment in the bidding.
- d) The cost of any damage, injury or death caused by the contractor's vehicle or any claim arising out of it, will be recovered from contractor.
- 80) Contractor has to make substitute provision for off relieving & leave period of the work force deployed, as per the requirement.
- 81) In case of the roads totally closed for renovation / reconstruction or laying utility etc., the contractors shall convey the situation to BMC in writing. The work shall be carried out by parking the vehicle at the nearest accessible place.
- 82) A duty reporting place will be informed by BMC.
- 83) Parking of vehicles will be ward wise or as directed by the user deptt. The parking space will be arranged by the service provider. BMC will not be providing any parking space. The service provider shall have his own workshop / agreement with the workshop owner to use the space on lease for maintenance and washing of the vehicles. The parking of vehicles over night on roads will not be permitted.
- 84) The employees provided for the vehicles, operations and manual work in the area shall be covered under all relevant labour laws & Employment laws prevailing in the state of Maharashtra and in India especially the Minimum Wages Act, the Contract Labour (Regulation and Abolition) Act, 1970 etc and those get introduced in future from time to time. The wages/salary paid to the relevant categories should not be less than that specified under the minimum wages act pertaining to the rates decided by the Central Government revised from time to time. The service provider shall get himself registered with the Labour Commissioner and have a license under the Contract Labour Act if not at the time of the tender than within 3 months from the Letter of Acceptance.
- 85) BMC shall not be liable to take any corrective action, incur any extra cost on account of these laws by way of compensation or any other assistance to the workers or bear any legal liability direct or indirect except for difference in Minimum wages revised by Central Govt. from time to time. The successful tenderer shall take care of all these areas at their end and at their cost. The employees of the contractor will not have any kind of claim or right for their employment in BMC.
- 86) It will be the total responsibility of the successful tenderer to maintain requisite documents, registers, wage cards, daily attendance muster, service records including P.F., Gratuity etc where applicable and submit IT returns regularly to the statutory authority, if necessary.
- 87) The successful tenderer shall look after the welfare of the employees. The service provider shall cover his employees against accidents and mishaps by having 3rd party insurance cover of the employees. Regular health checkups of the employees shall be carried out by the service provider.

- 88) **Manpower Deployment for Work:**
Driver shall be deployed on the vehicles. A liaison person of the contractor shall co-ordinate with the BMC staff on a regular basis.
- 89) **Terms of Payment:**
As per Municipal procedure the payment for the supply/work done will be made within 30 days from receipt of the bill subject to satisfactory completion of supply/work.
- 91) **FACILITIES AND BENEFITS FOR THE WORK FORCE EMPLOYED:**
- a. The work force employed for the work defined in this document shall be paid as per Minimum Wages Act & Motor Vehicles Act. The wages paid to the work force shall be made by cheque payment, as far as possible, and the details of the payments made to the workforce shall be maintained properly by the successful tenderer.
 - b. Each person deployed on this work shall be provided the following personal facilities
 1. Parking Space: - Contractor shall establish a parking facility in the Pay & Park place on their own where only parking of vehicles will be allowed and no washing or repairs and maintenance of the vehicles will be allowed in this place. The BMC will not be responsible for parking of the vehicles.
 - ii) The parking place shall be near the ward or in close vicinity of the ward. In no case BMC will allow to park their vehicles on roads.
 - iii) The contractor shall report all accidents occurred either to its drivers cum operators or any third party during operation / travel of these vehicles to concerned staff of the ward as well as to the Executive Engineer Transport (City). The accident form shall be immediately filled in at least on the next day and submitted to the user / Executive Engineer Transport (City).

IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded shall 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. Applicants / Bidders shall refer portal.mcgm.gov.in\tenders for "The Manual of Bid-Submission for Percentage Rate / Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to **eetracity@gmail.com**. The subject shall clearly bear the following identification / title: "**Queries / Request for Additional Information: TENDER for "Subject of the tender"**". Any changes in mail ID shall be intimated on the portal.

3. In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs. **(2 working days)** from the day of opening of packet 'C' **on same BID-Documents number for re-quoting** and such development needs to done by IT department. **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 shall be decided by lottery system by concerned Chief Engineer.

Note:

- a. All the references related to Sales tax, Central Sales tax etc. in the subject tender shall be ignored and Goods and Service Tax (GST) shall be taken into account.
- b. All the latest circulars, communications, directives, related to GST shall be made applicable for the tender.

SECTION 7

SCOPE OF WORK

I. NATURE OF CONTRACT:

“Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years.”

1. Encroachment Vehicle :- The tender calls for hiring the services of Encroachment Vehicles (closed body excluding rear portion) for the use of License Department for Encroachment Removal Action in City Division.

The Encroachment Vehicle body should be built on the vehicular chassis of approx. 7 to 11 ton GVW with volumetric capacity of existing BMC vehicles, i.e. approx. 11 to 12 Cubic Meters (excluding rear portion) i.e. [3400 mm. x 1940 mm. x 1800 mm. approx.]. The closed body vehicles with tipping arrangement viz. Dumpers will not be considered.

The vehicle should have dual cabins; i.e. one for driver and one for other, and a rear Storage Compartment having metal-enclosed body. The prospective tenderer shall see the body of existing Municipal Encroachment Vehicle for details at Municipal Garage. Tenderers will have to arrange for requisite nos. of such vehicles along with spare vehicles to provide satisfactory, uninterrupted and efficient services for performing the obligations under the contract. The tendered price shall include all such prices deemed necessary to provide the services such as driver's, salary, uniforms, protective gears, if any; fuel, repairs and maintenance of the vehicle, comprehensive insurance, alternative arrangement in case of break downs, applicable taxes etc.

Tenderers will have to arrange for requisite nos. of such vehicles along with spare vehicles to provide satisfactory, uninterrupted and efficient services for performing the obligations under the contract. The tendered price shall include all such prices deemed necessary to provide the services such as driver's salary, uniforms, protective gears, if any; fuel, repairs and maintenance of the vehicle, comprehensive insurance, alternative arrangement in case break downs, applicable taxes etc.

II. SCOPE OF WORK:

Tenderer shall be required to provide the services of the vehicles as per below mentioned requirements and terms and conditions.

A) VEHICLE

1. The successful tenderer shall arrange to provide the requisite Nos. of road-worthy and good conditioned vehicles so as to have service reliability.
2. The vehicles to be supplied on hire basis shall not be more than 8 years old.

The vehicles shall fulfill all the rules and regulation of Mumbai R.T.A. as well as the orders passed by the Hon'ble Bombay High Court in respect of admissibility of the Transport series vehicles for plying on the streets of Mumbai.

3. The tenderer will have to produce copy of R.C. Book/ T.C./ Fitness Certificate/ PUC & other documents of the vehicle being supplied by them during the currency of contract or as & when asked by BMC staff for verification.
4. The colour of each vehicle shall be D.A. Grey. The radium strips, of appropriate colour, shall be provided on the vehicles, as per the requirements of the R.T.O. authorities & directions of

the Municipal Engineers.

5. The successful tenderers should supply vehicle having design to match/ compatible with the vehicle used by the BMC for various works related to Encroachment Removal / Enforcement of Rules and Regulations, as per the requirement of the user department.
6. The vehicle assigned to perform the obligations for designated ward shall be, as far as possible, kept unchanged except in case of breakdown of vehicles. The replacement vehicle shall fulfill all the vehicular requirement as per tender conditions.
7. If BMC desires, tenderer will have to make provisions for displaying the boards with civic messages at carrier part of the vehicle, at no extra cost to the Corporation.
8. The arrangement to display, "On Municipal Duty" board will be required to be made on each vehicle.
9. Tenderer shall display the information about default penalties, if instructed by BMC on the vehicles.

B) DRIVERS

1. Driver shall be deputed on each vehicle & the Driver shall be well experienced and having a valid driving license.
2. On duty, the driver shall wear Khaki half shirt and Khaki full pant or the uniform permitted by the user deptt. The successful bidder shall provide the identity card to the deputed drivers and that shall be properly displayed on the uniform.
3. The driver shall be neat and clean and well mannered and should obey the instructions of Municipal Officers / Staff. In case of complaints, tenderer will have to replace the driver.
4. As far as possible, the same driver should be deployed on regular assigned duty.
5. The driver should be conversant with the roads of Mumbai and also conversant with traffic rules and regulations.
6. The vehicle shall be used as per the requirement and program of the department. Under any circumstances, the deputed driver shall not refuse the work as per the requirement of the department.
7. The attested copies of necessary documents regarding the vehicle such as R.C. book, P.U.C., Insurance, fitness certificate, etc. shall be made available on the vehicle at all the times. The concerned driver of the vehicle should be able to produce these documents whenever asked by BMC
8. Driver muster should be maintained by the successful tenderer and the wages paid to them shall be as per latest provisions of Minimum Wages Act.
9. Driver shall follow the instructions of the user department given from time to time.

C)TOOLS

The vehicle should have one sheet of Tarpaulin which can be used if required by the user department. Each Van should have appropriate Holding arrangement with Chain & Handles. The arrangement should be made so that on duty person can easily climb up in the vehicle. The folding ladder of suitable length which can be kept in the Encroachment Vehicle should be provided.

D)SERVICES

1. The shift period of each service shall be of 12 hours duration. The vehicles shall be generally utilized excluding Sundays and holidays. However, in case of exigencies, the vehicles shall be called on Sundays & Holidays also, as per the requirement of the user department. The shift timings shall be changed or modified as directed by the Asst. Commissioner or Sr. Inspector (License) of concerned wards. The driver shall report to the concerned BMC officer at ward level and follow the instructions given to him from time to time.
2. The services shall be generally to be provided excluding Sundays and holidays. In case of an Emergency, if the services are required on Sundays and holidays, the user department shall utilize the services on Sundays and holidays with prior approval of the competent authority i.e., Asst. Commissioner and above.
3. Tenderer shall upload their offer based on the above basic information.
4. The kilo meter reading and the time will start from the reporting place designated by BMC and will end at the relieving point. Vehicles deployed under contract shall ply anywhere in the BMC limit, as per the requirement of the user department.
5. In case of accident, BMC shall not shoulder any liability whatsoever and all claims first party and/or third party shall have to be settled by the successful tenderer. Tenderer will note that the insurance for the vehicles should be Comprehensive insurance.
6. In case the contractor fails to supply the number of vehicles indented for the day, the number of vehicles thus supplied less by the contractors shall be hired from the agency available in adjacent Division as follows :

In case, the successful tenderer fails to attend to the work in whole/part as shown in the Schedule of Quantities within the prescribed time limit, the same will be got carried out by BMC at the risk & cost of the successful tenderer through the other agency/contractor appointed/ available in adjacent Division at their quoted rate or that by defaulting contractor for his division, whichever is higher plus 15% supervision charges.

7.The contract period is for two years , however, BMC may reduce the contract period by giving prior notice . The successful tenderers shall not object to the same and the BMC shall

not entertain any demand for compensation etc.

8. The bidder shall provide the services in any Division irrespective of allotted Division, as and when required by BMC.

9. The tenderer shall have to supply the services as per the requirement of user department. In case of additional supply of vehicles, the contractor shall be intimated on previous day and the same shall be arranged by the contractor on next day without fail.

10. Tenderer shall arrange to submit the monthly bill along with the documents in prescribed format (i.e., Daily log sheets, vehicle utilization statement and bill verification certificate with the signature of Sr. Lic. Insp. of concerned ward). The monthly bill shall be certified by the user department and same shall be submitted to the office of E.E.(Tr.) for further processing. In this contract, the payment will be admissible for 12 hours shifts per vehicle. No payment towards extra kilometers will be admissible & payable. However, in case of detention of the vehicles beyond 12 hours shift by the user deptt. for carrying out encroachment removal actions ec., the charges for extra hours beyond 12 hours at the rate of Rs 140/- per hour shall be payable. However in such instances Sr. Inspector (Licence) shall specify remarks justifying the requirement for detention vehicle beyond 12 hours shift.

E) Mobilisation period:-

There shall no mobilization period.

F. Penalty Schedule:

1) If the display board showing the vehicle On Municipal Duty is not provided, a penalty of Rs 200/- per shift per vehicle will be imposed.

2) If vehicle gets breakdown on the road and if alternative arrangement is not made within 2 hours, a penalty of Rs. 1,500/- per vehicle per instance will be imposed. BMC will make alternate arrangement to complete the work, if required, and cost will be recovered from the contractor's bill on risk & cost basis.

3) If tenderer fails to attend any other works covered in the contract or perform incomplete programme or not follow the instructions or disobey the orders of the user deptt., Penalty of Rs.500/- per shift per vehicle will be levied .

4) **Penalty for short supply** :- If the contractor fails to supply the vehicles on any day, penalty of **Rs. 3,000/-** per vehicle per shift will be imposed. BMC will make alternate arrangement at the risk & cost of the successful tenderer through the other agency/contractor appointed / available in adjacent Division ,at their quoted rate or that by defaulting contractor for his Division, whichever is higher plus 15% supervision charges.

5) For not producing the valid documents of the vehicle, if asked for :- **Rs. 250/-** per Vehicle per shift.

6) **Send back of vehicle due to non compliance of BMC specifications:-** Successful tenderer will not be entitled for the payment for that day. In addition to this, the penalty for short supply of the vehicle shall be imposed.

Note :

The maximum penalty that can be levied for a particular month for a particular division will not exceed 10% of the order cost for that month. However, this clause will not cover the special fine imposed by the officer of the rank of Deputy Municipal

Commissioner and above towards non performance of the contractor.

Once a vehicle is short supplied, a penalty related to short supply will be applicable.

If it is found at any of the stages of e-tendering process or during the currency of the contract that the tenderer has adopted the fraudulent practices, the action as deemed fit including the blacklisting of the firm, withholding all the outgoings, forfeiture of security deposit etc. shall be initiated against the tenderer.

Record of drivers shall be maintained as per the provisions of Minimum Wages Act. On demand the same shall be produced to the BMC authority.

There may be situation when charging full penalty may not be justified as the reasons for short supply / unperformed services by the service provider may be due to circumstances beyond his control. But waiver of such levy altogether may not be proper. In such cases, at the sole discretion of the A.M.C., token penalty up to 10% of the normal penalty or at the % A.M.C may decide, may be imposed.

SECTION 8
BILL OF QUANTITIES

BILL OF QUANTITIES

Note: For information purpose only. Actual rates to be filled online in price bid.

Sub : "Supply of Encroachment vehicles without labourer on hire basis for the use of License deptt. Encroachment removal action in various wards in W.S. Division for the period of 2 years."

Item Code	Item Description	Unit	Qty.	Rate per shift in Rs. (inclusive of all taxes)	Long Text
1	Charges for Encroachment Vehicles /Shift	Nos.	28704 (46 vehicles x 312 days x 2 years)		Supply of Encroachment vehicles without labourers on hire basis for the use of License department for Encroachment removal action in the various wards in Western Subs. Division.

SECTION 9
General Conditions
of Contract

General Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify 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 tenderer 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 Bombay Municipal Corporation (BMC)

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

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng/Ch.Eng. and shall mean and include all the successors in 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 whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does

not include plant material or other things intended to form or forming part of the Permanent Works.

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

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

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

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

Routine Maintenance is the maintenance of activities of the 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.

2. Interpretation

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

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

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

3. Engineer's Decisions

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

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

4. Delegation

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

5. Communications

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

6. Subcontracting

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

6.2 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.

6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before 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 relationship between the sub-contractor and the BMC and shall not relieve the Contractor of any responsibility under the Contract.

- 6.4 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.

7. Other Contractors

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

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

8. Personnel

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

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

8.3 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.

8.4 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.

9. Employer's and Contractor's Risks

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

10. Employer's Risks

10.1 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.

11. Contractor's Risks

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

12. Insurance

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

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

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

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

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

12.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the

premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

13. Site Investigation Reports

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

14. Queries about the Contract Data

14.1 The Engineer will clarify queries on the Contract Data.

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

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

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

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

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

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

domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property 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 Solid Waste Management Rules – 2015 This provides for management & handling of solid Waste
- BS-IV Emission Standards, this provides for emission standards of the vehicles to be used in the contract.

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

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

17. Approval by the Engineer

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

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

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

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

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

18. Safety

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

☒ 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.

18.2 Safety Programs:-

I. 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.

II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.

III. Monitor day to day implementation of safety procedures.

18.3 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 back ground.
- 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.

19. Discoveries

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

20. Possession of the Site

20.1 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.

21. Access to the Site

21.1 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.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

22.2 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.

22.3 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 an 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

23. Programme

23.1 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.

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

23.3 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.

23.4 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.

23.5 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.

24. 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 Ch.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, allow the contractor for further extension of time as the Engineer may decide. On such 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.

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.

25. Delays Ordered by the Engineer

25.1 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.

26. Management Meetings

26.1 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.

26.2 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.

27. Deleted

28. Identifying Defects

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

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

29. Deleted

30. Correction of Defects

30.1 (a) The Engineer shall give notice to the Contractor of any Defects with respect to the equipment/vehicle/work during the contract period.

(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.

31. Uncorrected Defects and Deficiencies

31.1 If the Contractor has not corrected a Defect 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

32. Variations

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

33. Payments for Variations

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

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

34. Cash Flow Forecasts

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

35. 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.

36. Payments

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

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

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in 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.

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

38. Tax

GST and other state levies / cess which are not subsumed under GST will be applicable. The tenderer will quote inclusive of all taxes. It is clearly understand that BMC will not bear any additional liability towards payment of any Taxes & Duties.

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

The Tenderer shall mandatorily upload the information of applicable tax in the pro-forma as enclosed under 'Special Annexure-I' given below in 'C' folder. Wherein the tenderer shall indicate in the tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the tender.

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.

"Chapter "XXI Miscellaneous, section 171 (1) of GST Act, 2017 governs the 'Anti Profiteering Measure' (APM).

As per provision of 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. "

39. Currencies

All payments will be made in Indian Rupees.

40. 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.

41. 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 at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion of Construction and Maintenance

42.1 The Contractor shall request the Engineer to issue a certificate of completion 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.

43. Taking Over

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

44. Final Account

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

If the contractor fails to submit the final bill within 1 month, the 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 the bill
1	Up to Rs. 5 Cr.	Rs.10 Lacs or final bill whichever is more
2	Up to Rs. 25 Cr.	Rs.1 Crore or final bill amount whichever is more
3	Up to Rs. 50 Cr.	Rs.2 Crores or final bill amount whichever is more
4	Up to Rs. 100 Cr.	Rs.4 Crore or final bill amount whichever is more
5	More than Rs. 100 Cr.	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 upto certain date, upto next 15 days i.e. upto 30 days	Equal to 5% of bill amount
Next 15 days upto 45 days from the date of completion/running bill upto specified date	Equal to 10% of bill amount
If not submitted within 45 days from the date of completion/ R.A. bill	Bill will not be admitted for payment.

45. Operating and Maintenance Manuals

45.1 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.

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

46. Termination

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

46.2 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.

46.3 When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

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

46.5 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.

47. Payment upon Termination

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

47.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of 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.

48. Property

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

49. 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.

ॐ धूमि णदहूगदहे दणदहूः

50. Labour

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

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

51. 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.

52. Drawings and Photographs of the Works

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

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

53. The 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.

54 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.

55 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.

56. 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.

57. 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.

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

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

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

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of 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.

59 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.

60 Clarifications

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

“The Authority” shall 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.

61 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.

Preparation and Submission of Application

62 Language

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

63 Format and signing 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

64 Marking of Applications

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

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

65 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.

66 Confidentiality

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

67 Clarifications 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.

68 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 work (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 climatic conditions.

2. – Deleted-

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.

☐ and 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 costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

5. Deleted-

6. Deleted-

7. Deleted-

8. Deleted-

69. 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.

70. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State statute, 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.

71. 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.

72. 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-change within 1 month of the case of such claim occurring.

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

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

73. Settlement 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.

74. Arbitration and Jurisdiction:

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

Arbitration as follows:

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

amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

75. Copyright:

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

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

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

77. 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.

78. 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.

79. – Deleted-

80. – Deleted-

81. Payment:

Interim Payment :

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

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

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

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

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

82 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.**

83. – Deleted-

84. – Deleted_-

85. 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.

86. 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.

87. 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.

88. Contractor to supply equipment etc. required to carry out the work and is liable for damages arising for its non-provision

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, 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 Engineer-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 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

Note:

All the latest circulars, communications, directives, related to GST shall be made applicable for the tender.

Section 10

Fraud & Corrupt Practice

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:

- i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. "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;
- v. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. "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

- vii. acts intended to materially impede the exercise of the Financer's inspection and audit rights provided .
- viii. "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.
- ix. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
- x. a "party" refers to a participant in the procurement process or contract execution.

SECTION 11
PRE-BID MEETING

PRE-BID MEETING (DELETED)

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

Venue of Pre-Bid Meeting:

Office of the Chief Engineer (SWM)
3rd floor Khatav Market Bldg,
Near Grant Road station, Khatavwadi,
Sleater road Grantroad (West) ,
Mumbai-400007

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

SECTION 12
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.

A	State Bank Of India.
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	Karur Vysya 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.
	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	Janata Sahakari 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	Shamrao Vithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Bank
67	ABMAMRO (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	Bank indosuez.
73	Banque Nationale 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 13

APPENDIX

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 Municipal Corporation of Greater Mumbai as amended up to date.
- iv. Relevant drawings
- v. Specifications.
- vi. Special directions
- vii. Annexure A and B.
- viii. Bill of Quantities and Rates.

1A. I/We _____

(Full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business, for the establishment / firm / registered company, named herein

below, do hereby offer to

.....
....
.....
.....
.....

Referred to in the specifications and schedule to the accompanying form of 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).

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any

other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work.”

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

_____)

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

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 be-fore 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 fulfil 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 Municipal Corporation of Greater Mumbai 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.....

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

A/c No.

.....

1.

Name of Bank

2.

.....

3.

Name of Branch

4.

.....

5.

Vendor No.

AGREEMENT FORM

Tender / Quotation dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....
.....
.....
.....

This agreement made this day of 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 Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

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

In the presence of _____ Trading under the name and style of

Full Name

Address _____ Contractors

Signed by the Director (ES&P) in the presence Ex. City/ WS/ ES

of

Director (ES&P)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

And in the presence of the Municipal Secretary

Annexure- B

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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 ;
1. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
2. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
3. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the 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 consultant') 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 MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a 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 consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified)

UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs._____ (Rupees_____)under the terms of the said tender and /or the contract .The B.G. Is valid upto _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs._____only and guarantee shall remain in force upto _____ 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

To be filled in by the tenderer

Item Description

Sr. No.	Description of rate analysis parameters	Unit	SAC No. / HSN Code	Quantity	Rate	Amount
1						
2						
3						
4	Total of all components					
5	Overhead & profit					
6	Taxes applicable if any					
7	Total Rate (4 + 5)					
8	Per unit rate					

Sign & seal of the Tenderer

Annexure - E

Irrevocable Undertaking

(on Rs.500/- Stamp Paper)

I Shri/Smt..... aged years, Indian Inhabitant. Proprietor/Partner/Director of M/s..... resident at do 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 discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of GST Counsel.
3. I say that above said irrevocable undertaking is 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 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

PROFORMAS

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	Actual Cost of work at compound rate of 10% per annum
1	2	3	4	5	6	7

Note:-

1. Scanned attested copies of completion/performance certificates from the Engineer-in-Charge /H.O.D./Competent Authority for each work should be annexed in the support of information furnished in the above proforma.
2. Works shall be grouped financial year-wise.

PROFORMA – II

Yearly turnover of works during last three years

Sr. No.	Financial Year	Actual Turnover of the Works	Updated value to current year	Average of last three years	Average of last three years at compound rate of 10% per annum	Page No.
1	2	3	4	5	6	7

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

PROFORMA III

At least similar works as stated in Para "A" of Post Qualification

Sr. No	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	Remarks explaining reasons for the delay if any
1	2	3	4	5	6	7	8

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

Personnel

PROFORMA – IV
Profile of Key Staff

A detailed profile of the following key staff (minimum 2 in each category) is to be enclosed along with the Technical document (Bidder should take photocopies of this appendix and submit separate sheets for each of the key staff):

- Supervisor
- Driver

The details to be furnished of the key staff are as follows:

Name	
Role	
Academic Qualifications	
Total years of experience	
Total number of similar projects executed in the proposed role	

Support team for Days

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

Machinery / Vehicle fleet

PROFORMA – V

A. થીલિમે

Sr. No.	Equipment/ Vehicle registration No.	Number	Leased/Assured Access

B. ઢેહા

Sr. No.	Equipment/ Vehicle registration No.	Number	Owned

Details of Existing Commitments & Ongoing Works

PROFORMA – VI/A

Place	Contract no. & date	Name & Address of the employer	Value of the contract in Rs.	Scheduled date of completion	Value of remaining work to be completed	Anticipated date of completion

PROFORMA – VI/B

Description of work	Place	Name & Address of the employer	Value of the contract in Rs.	Time Period	Date on which decision is expected	Remarks

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

PROFORMA – VII (Equipment Capability)

(On Rs.500/- stamp paper)

I/We _____, do hereby declared that Sufficient manpower and machinery would be utilized for timely delivery of the genuine material / Encroachment Vehicle services as per technical specification to the designated delivery address or as directed by BMC and under no circumstance any claim would be made regarding insufficient manpower and machinery during currency of the contract.